



37068-45390



BRAINWARE UNIVERSITY

Term End Examination 2025-2026

Programme – LLM-2024/LLM-2025

Course Name – Commercial Arbitration

Course Code - LLM202A

(Semester II)

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Parasat, Kolkata- 700125

Full Marks : 60

Time : 2:30 Hours

[The figure in the margin indicates full marks. Candidates are required to give their answers in their own words as far as practicable.]

Group-A

(Multiple Choice Type Question)

1 x 15=15

1. Choose the correct alternative from the following :

- (i) Interpret the role of the arbitral tribunal.
 - a) Acts as a court
 - b) Provides a binding decision outside court
 - c) Serves as a government agency
 - d) Only advises parties
- (ii) Apply arbitration to resolve a contract dispute between two businesses.
 - a) File a lawsuit
 - b) Refer to an arbitral tribunal
 - c) Consult a police officer
 - d) Ignore the dispute
- (iii) Make use of ADR to handle an employment dispute.
 - a) Take the case to the Supreme Court
 - b) Use mediation or arbitration
 - c) Engage in criminal proceedings
 - d) Seek a jury trial
- (iv) Explain the significance of an arbitration agreement in commercial disputes.
 - a) It limits arbitration rights
 - b) It ensures disputes are settled outside court
 - c) It eliminates mediation
 - d) It requires a jury
- (v) Summarize the theory of competence-competence in arbitration.
 - a) Courts decide jurisdiction
 - b) Arbitrators can rule on their own jurisdiction
 - c) Only parties can decide jurisdiction
 - d) It prevents arbitration
- (vi) Illustrate how a foreign arbitration agreement differs from a domestic one.
 - a) By governing law and place of arbitration
 - b) By type of contract
 - c) By involvement of criminal law
 - d) By arbitrator selection process
- (vii) Interpret the meaning of 'arbitrability' in the context of an arbitration agreement.
 - a) All disputes are arbitrable
 - b) Some disputes are excluded based on law and public policy
 - c) Arbitration always requires court approval
 - d) Only civil cases can be arbitrated
- (viii) Describe the impact of an invalid arbitration agreement on dispute resolution.
 - a) The dispute goes to litigation
 - b) The arbitration proceeds without agreement

- c) The arbitrators can override the issue d) The contract becomes void
- (ix) Apply the concept of arbitration agreements to international trade contracts.
- a) Litigate in court b) Include a clear arbitration clause
- c) Ignore arbitration d) Seek government approval
- (x) Demonstrate how arbitration agreements reduce judicial workload.
- a) By increasing litigation b) By enforcing alternative dispute resolution
- c) By requiring government intervention d) By allowing only courts to decide disputes
- (xi) Analyze the differences between ad-hoc and institutional arbitration agreements.
- a) Ad-hoc has no governing body, institutional follows set rules b) Both are regulated by national courts
- c) Institutional arbitration is informal d) Ad-hoc arbitration is always faster
- (xii) Distinguish between a valid and invalid arbitration agreement.
- a) Validity depends on writing and mutual consent b) All arbitration agreements are valid
- c) An arbitration agreement can be oral d) An invalid arbitration agreement still binds parties
- (xiii) Examine the role of arbitration clauses in commercial contracts.
- a) They are mandatory in all contracts b) They allow disputes to be resolved outside court
- c) They require government approval d) They replace contractual terms
- (xiv) Assume the essential components of an arbitration agreement.
- a) Jurisdiction, seat, governing law, and procedure b) Only the names of arbitrators
- c) Approval from a court d) A list of witnesses
- (xv) Justify the use of arbitration agreements in commercial transactions.
- a) They provide confidentiality, efficiency, and enforceability b) They delay dispute resolution
- c) They require litigation first d) They apply only to criminal cases

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Group-B

(Short Answer Type Questions)

3 x 5=15

2. Demonstrate how an arbitration clause is incorporated in a contract. (3)
3. Use an example to explain ex parte arbitration proceedings. (3)
4. Demonstrate the process of appointing an arbitrator in institutional arbitration. (3)
5. Compare ad hoc and institutional arbitration. (3)
6. Analyse the issue before the court in Collins v. Collins. (3)

OR

- Discover the significance of Amar Chand Lalit Kumar v. Shri Ambica Mills Ltd. in arbitration law. (3)

Group-C

(Long Answer Type Questions)

5 x 6=30

7. Analyze the enforcement mechanism for domestic arbitral awards under the Arbitration and Conciliation Act, 1996. (5)
8. Evaluate the grounds for setting aside an arbitral award under Section 34 of the Arbitration and Conciliation Act, 1996. (5)
9. Analyze the impact of the 2015 Amendment on the "Automatic Stay" of domestic awards. (5)
10. Explain on the territorial jurisdiction for filing an enforcement petition for a domestic award. (5)
11. Elaborate on the objective of the Arbitration and Conciliation Act, 1996. (5)
12. Examine the role of the Executing Court in the enforcement of domestic awards. (5)

OR

Distinguish between an "Interim Award" and a "Final Award" regarding enforcement. (5)

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