## 



## **BRAINWARE UNIVERSITY**

## Term End Examination 2023 Programme – LLM-2022 Course Name – Commercial Arbitration Course Code - LLM202A ( Semester II )

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 Choose the correct alternative from the following : 1. (i) Choose the correct article from the Constitution of India that empowers the Govt of India to enter into Arbitration Agreement a) Art 299 b) Art 300 c) Art 310 d) None of these (ii) Choose the correct criteria of a valid Arbitral Award b) has to be in writing and be signed by the <sup>a)</sup> has to be in writing but need not be signed arbitrators d) Both a and b and c c) may be oral (iii) Choose amongst the following about the delivery of the arbitral award a) the parties will be delivered the original b) a signed copy of the award award d) an unsigned copy of the award c) a photocopy of the award (iv) Choose the correct case where the essentials of a valid Arbitration Agreement has been prescribed b) Food Corporation of India v Joginderpal a) K K Modiv K N Modi Mohinderpal c) Salem Advocates Bar Association Tamil Nadu d) Hussainara Khatoon v State of Bihar v Union of India (v) Identify the consensual Dispute resolution processes b) Nonconsensual and adversarial a) ADR

- d) None of these
- (vi) Select the process of ADR as a
  - a) Private process

c) Litigation

b) Public process

E.	Grou		(3)	
E	<b>OR</b> Explain the conditions for enforcement of foreign awards under the Geneva Convention			
3. D 4. lo 5. D	xplain on what ground an arbitral award may be se escribe the manner of enforcement of an arbitral lentify when an arbitral award is said to be final ifferentiate Negotiation and Mediation xplain the enforcement of a foreign award under t	award he New York Convention	(3) (3) (3) (3) (3)	
<b>Group-B</b> (Short Answer Type Questions) 3 x 5=				
	of the parties c) the procedure should be in accordance with the public policy	d) all of these	,	
(xv)	<ul><li>c) as adecree of administrative tribunal</li><li>Predict the correct criteria relating to Arbitratior</li><li>a) An arbitrator is appointed by the agreement</li></ul>	d) both a and b n b) acts in accordence with the privatel	y chosen	
(XIV)	a) enforced as a decree of local authority	b) as a decree of Court of Law		
(viv)	<sup>C</sup> be binding on the first party only Identify the nature of the enforcement of an arb	claiming under them respectively		
	a) not binding on the parties c)	<ul><li>b) be binding on the govt authorities</li><li>d) be binding on the parties and the parties</li></ul>	ersons	
(xiii	<ul> <li>a) No precedents</li> <li>c) can be expensive</li> <li>) Identify the correct nature of an arbitral award</li> </ul>	<ul><li>b) power imbalance between parties</li><li>d) all of these</li></ul>		
(xii)	a) Court run ADR mechanism c) Court run Mechanism Select the drawbacks of ADR	b) Lok Adalat d) All of these		
(xi)	a) International Commercial Arbitration c) the Arbitration Council of India Choose the meaning of Court Annexed ADR	<ul><li>b) Conciliation Council of India</li><li>d) None of these</li></ul>		
(x)	<ul> <li>c) Food Corporation of India v Joginderpal Mohinderpal</li> <li>Select the Part IA of Arbitration and Conciliation</li> </ul>	<ul> <li>d) Salem Advocates Bar Association Ta</li> <li>v Union of India</li> <li>Act 1996 deals with</li> </ul>	mil Nadu	
	a) Firm Ashok Traders vs Gurumukh Das Saruja2004 3 SCC 155	<sup>b)</sup> K K Modiv K N Modi		
(ix)	Select the case where the Arbitration clause is se partnership deed The arbitration clause constitu	eparable from the other clauses of		
(****	a) Arbitration c) Mediation	b) Hybrid ADR Process d) None of these		
(viii	a) Sabha and Samiti c) Court of Law ) Select the process of ARB Med	b) Puga/ Gana d) None of these		
(vii)	Identify the ancient Indian institutions for disput			

**Group-C** (Long Answer Type Questions) 5 x 6=30

7.	Explain the remedy when one party fails to pay fees	(5)	
8.	Justify whether arbitral tribunal is obliged to give rendition of accounts	(5)	
9.	Justify whether an arbitrator may not file award till fees paid	(5)	
10.	Describe the circumstances that an arbitrator may be appointed and removed by the court	(5)	
11.	Discuss different categories of the arbitration agreement	(5)	
12.	Decide on whether an arbitration agreement be discharged by the death of the party there to	(5)	
OR			
	Decide on whether the mandate of arbitrator is terminated on the death of any party	(5)	

\*\*\*\*\*