



PRESIDENCY UNIVERSITY

BENGALURU

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| Roll No. | | | | | | | | | | | | | | |
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End - Term Examinations – MAY 2025

Date: 21-05-2025

Time: 09:30 am – 12:30 pm

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| School: SOL | Program: BA/BBA/B.Com LLB (Hons.) | | |
| Course Code : LAW2047 | Course Name: Arbitration and Conciliation | | |
| Semester: VIII | Max Marks: 100 | Weightage: 50% | |

| CO - Levels | CO1 | CO2 | CO3 | CO4 |
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| Marks | 16 | 16 | 39 | 29 |

Instructions:

- (i) Read all questions carefully and answer accordingly.
- (ii) Do not write anything on the question paper other than roll number.

Part A

Answer ALL the Questions. Each question carries 2marks.

10Q x 2M=20M

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| 1. | Explain briefly the role of a conciliator as per the Mediation Act of 2023. | 2 Marks | L2 | CO1 |
| 2. | Explain the conditions in which the arbitration agreement is said to be in writing under S.7 of the Arbitration and Conciliation Act of 1996. | 2 Marks | L4 | CO2 |
| 3. | Define interim measures under Section 9 of the Arbitration and Conciliation Act, 1996. | 2 Marks | L2 | CO3 |
| 4. | Define a 'foreign award' per S. 44 of the Arbitration and Conciliation Act. | 2 Marks | L2 | CO4 |
| 5. | Differentiate between arbitration and civil suit. | 2 Marks | L4 | CO1 |
| 6. | Explain the differences between the seat and place of arbitration observed by the Supreme Court of India in <i>Bharat Aluminium Co. v. Kaiser Aluminium Technical Services Inc. (2012)</i> | 2 Marks | L4 | CO2 |
| 7. | Describe any two grounds on which an application under S.34 can be filed by the parties for setting aside the arbitral award. | 2 Marks | L4 | CO3 |
| 8. | Explain any two conditions in which the enforcement of the foreign awards can be refused as per the New York Convention. | 2 Marks | L4 | CO4 |
| 9. | Describe any two significant changes brought about in the Arbitration and Conciliation Act through the 2015 Amendment. | 2 Marks | L2 | CO1 |
| 10. | Explain any two functions of the Arbitration Council of India. | 2 Marks | L2 | CO2 |

Part B

Answer the Questions.**Total Marks 80M**

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| 11. | a. | Explain the necessity of alternative dispute resolution systems | 10 Marks | L2 | CO1 |
| Or | | | | | |
| 12. | a. | Explain the essentials of a conciliation agreement as per Mediation Act 2023. | 10 Marks | L2 | CO1 |
| 13. | a. | The Supreme Court in a landmark case held that the provisions of Part I would apply only to arbitrations conducted in India. In light of the case law, elaborate on the relevant differences between the seat and venue of arbitration. | 10 Marks | L4 | CO2 |
| Or | | | | | |
| 14. | a. | A commercial dispute arbitration under Indian domestic arbitration rules has been dragging on for more than two years, despite multiple extensions granted by the tribunal. One of the parties has now filed an objection, demanding that the arbitration be completed within the statutory timeline. Describe the tribunal's obligations to ensure speedy arbitration with reference to relevant provisions of the Arbitration and Conciliation Act of 1996 | 10 Marks | L4 | CO2 |
| 15. | a. | M/s Delta Ventures seeks enforcement of a New York-seated award. The opposing party claims a lack of proper arbitral notice. Analyze the requirement of notice and service under the New York Convention. | 10 Marks | L4 | CO4 |
| Or | | | | | |
| 16. | a. | M/s GlobalParts Ltd., an Italian company, secured an arbitral award in 1954 under the Geneva Convention (1927) against M/s Bharat Equipments Pvt. Ltd., an Indian company. The award deals with a contract for the supply of specialized manufacturing parts during post-World War II industrial expansion. The award was never enforced in Italy due to procedural appeals by Bharat Equipments. Now, in 2025, GlobalParts seeks enforcement of this old award in India under Part II, Chapter II of the Arbitration and Conciliation Act, 1996 (Geneva Convention framework). Critically apply the Geneva Convention framework to assess whether the arbitral award in favor of GlobalParts Ltd. is enforceable in India. | 10 Marks | L3 | CO4 |
| 17. | a. | M/s Sunrise Developers entered into a joint venture agreement with M/s Westland Constructions for a township project in Gujarat. Disputes arose, and arbitration commenced. Sunrise obtained an injunction under Section 9 from the High Court. Later, the arbitral tribunal issued a modified interim order under Section 17. | 15 Marks | L5 | CO3 |

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| | | Conflicting directions now exist. Critically evaluate the interface between S.9 and S.17 of the Arbitration and Conciliation Act, 1996 with a special focus on post-2015 jurisprudence. | | | |
| Or | | | | | |
| 18. | a. | An arbitral award was rendered ignoring mandatory FEMA regulations. Challenge filed under Section 34(2A) for patent illegality and Section 34(2)(b)(ii) for violation of public policy. Critically assess how courts balance the finality of awards against correction of patent illegality and public policy violations. | 15 Marks | L5 | CO3 |

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| 19. | a. | M/s Orion Inc. (USA) initiated arbitration under ICC Rules against M/s DeepBlue India Ltd. seated in Paris. During arbitration, DeepBlue alleged improper service of notices — the request for arbitration was sent to an old registered office address that had changed two years prior. DeepBlue did not participate in the arbitration. Orion obtained an ex parte award. Now, Orion seeks enforcement of the award in Delhi, India. DeepBlue contests enforcement citing breach of Article V(1)(b) of the New York Convention: <i>"party was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings."</i> Critically evaluate whether improper notice can constitute a valid defense under Section 48(1)(b) of the Arbitration and Conciliation Act, 1996. Analyze the standards Indian courts apply to "due process" objections under the New York Convention. | 15 Marks | L5 | CO4 |
| Or | | | | | |
| 20. | a. | M/s Stellar Shipping (Singapore) obtained a London Maritime Arbitrators Association (LMAA) award against M/s OceanFleet India Pvt. Ltd. The dispute concerned penalties for customs evasion by OceanFleet. OceanFleet resists enforcement in India, arguing that matters relating to customs violations are <i>non-arbitrable</i> under Indian law and enforcement would violate public policy. Critically examine whether arbitral awards involving non-arbitrable matters can be enforced under the New York Convention framework in India. | 15 Marks | L5 | CO4 |

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| 21. | a. | M/s RiverBank Developers Ltd. has a contract dispute with M/s MetroCity Construction Ltd. RiverBank fears that MetroCity will sell key construction equipment crucial for project completion before arbitration can start. You are hired to file an urgent interim relief petition under Section 9 before the tribunal constitution. | 20 Marks | L6 | CO 3 |
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| | | <p>Draft the essential components of a Section 9 interim application, including:</p> <ul style="list-style-type: none"> • Urgency and irreparable harm arguments. • Balance of convenience. • Nature of interim relief sought. • Supportive averments and legal grounds. | | | |
| Or | | | | | |
| 22. | a. | <p>M/s GlobalInfra Ltd. and M/s MetroZone Pvt. Ltd. contracted for the construction of a large airport terminal. Before arbitration, GlobalInfra obtained a Section 9 interim injunction freezing MetroZone's bank guarantees. After constitution of the tribunal, MetroZone successfully sought modification under Section 17 to partially unfreeze certain guarantees, arguing changed circumstances. GlobalInfra now moves contempt proceedings before the High Court against MetroZone for violating the earlier Section 9 order. Apply the Arbitration and Conciliation Act, 1996 to critically assess:</p> <ul style="list-style-type: none"> i) Whether a tribunal's Section 17 order can supersede a pre-existing Section 9 court order. ii) Remedies available to parties when court and tribunal interim orders conflict supported with statutory provisions and case laws. | 10+10 Marks | L3 & L5 | CO 3 |