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# PRESIDENCY UNIVERSITY

Presidency University Act, 2013 of the Karnataka Act No. 41 of 2013 | Established under Section 2(f) of UGC Act, 1956  
Approved by AICTE, New Delhi | Approved By BCI  
Bengaluru

## Even Semester Mid Term, March 2026

**Date: 14/03/2026**

**Time: 11:45 AM - 01:15 PM**

**Course Code: LAW2048**

**Course Name: Mediation and Negotiation**

**Semester: Tenth Semester**

**Max. Marks: 50**

**Weightage: 50%**

CO - Levels	CO1	CO2
Marks	110	160

### PART-A: Answer Following Questions. 10 M

Qn.No	Questions	M	CO	BT
1	Define the term 'Mediation' as per the Mediation Act, 2023.	2	CO1	BT1
2	Distinguish between Mediation and Arbitration.	2	CO1	BT2
3	Provide any four types of disputes not fit for mediation as per the First Schedule of The Mediation Act, 2023.	2	CO1	BT2
4	Elucidate the difference between Mediation Agreement and Mediation Settlement Agreement.	2	CO2	BT2
5	Define 'International Mediation' under section 3(g) of The Mediation Act, 2023.	2	CO2	BT2

### PART-B: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
6	Trace and analyze the evolution of mediation in India from traditional practices to modern statutory framework. Discuss key historical developments, judicial initiatives, and legislative milestones that institutionalized mediation, evaluating their impact on addressing judicial backlog in India.	10	CO1	BT1
7	Evaluate the importance and significance of 'mediation' in India's dispute resolution ecosystem. Critically assess its role in reducing case pendency, promoting party autonomy, enforceability of agreements, and highlight its potential challenges.	10	CO1	BT2

**PART-C: Answer Any 1 Following Questions. 10 M**

<b>Qn.No</b>	<b>Questions</b>	<b>M</b>	<b>CO</b>	<b>BT</b>
8	<p>X Ltd., a manufacturer, and Y Traders, its distributor, are locked in a commercial dispute involving delayed deliveries, defective goods worth ₹75 lakhs, and unpaid invoices. After pre-litigation notices, they voluntarily agree to mediate.</p> <p>Apply the legal framework on mediation in India under the Mediation Act, 2023 to fully outline the step-by-step conduction of the mediation process in this scenario along with the pre-mediation formalities required.</p>	10	CO1	BT3
9	<p>Advocate R is approached by disputing parties P and Q in a partnership dissolution matter worth ₹1 crore. R previously advised P informally on the same partnership two years ago and holds shares in a company linked to Q's business interests. P and Q jointly select R as mediator and sign the mediation agreement.</p> <p>Apply the relevant legal provisions of The Mediation Act 2023 on mediator duties to briefly:</p> <ul style="list-style-type: none"><li>• - Determine if R has a conflict of interest and must make pre-appointment disclosures.</li><li>• - Outline the mandatory disclosure requirements and timelines.</li><li>• - Analyze consequences of non-disclosure, including challenge procedures and mediation validity.</li><li>• - Advise on ethical/professional remedies, such as recusal or party waivers, and potential impact on the process.</li></ul>	10	CO1	BT3

**PART-D: Answer Any 1 Following Questions. 10 M**

<b>Qn.No</b>	<b>Questions</b>	<b>M</b>	<b>CO</b>	<b>BT</b>
10	<p>In a mediated commercial dispute between Alpha Builders (landowner) and Beta Contractors (builder), the parties reach an amicable resolution after three sessions.</p> <p>Key agreed terms include:</p> <p>(i) Beta pays Alpha ₹2 crores in staggered instalments over 12 months with 8% interest on delays;</p> <p>(ii) Alpha transfers clear title documents within 30 days;</p> <p>(iii) mutual release of all claims;</p>	10	CO2	BT3

	<p>(iv) non-disclosure of dispute details;</p> <p>(v) future cooperation clause for two additional projects; and</p> <p>(vi) default clause triggering arbitration if payments fail beyond 60 days.</p> <p>Apply the legal framework on mediation in India to:</p> <p>Draft a complete Mediated Settlement Agreement incorporating all scenario terms and other boiler plate clauses , ensuring it meets statutory essentials for enforceability.</p>			
11	<p>During mediation between Seller Corp and Buyer Ltd over a ₹2 crore supply contract dispute, Seller discloses sensitive trade secrets in a private caucus. The mediator notes this in joint session minutes. Post-settlement, Buyer defaults and files a court suit, attaching the mediation minutes with Seller's disclosures as evidence. Seller challenges admissibility, claiming confidentiality violation.</p> <p>Apply relevant provisions to:</p> <ul style="list-style-type: none"> <li>- Determine if the disclosures/minutes are admissible in court and why.</li> <li>- Outline mediator/party duties for confidentiality safeguards.</li> </ul>	10	CO2	BT3

**PART-E: Answer Any 1 Following Questions. 10 M**

<b>Qn.No</b>	<b>Questions</b>	<b>M</b>	<b>CO</b>	<b>BT</b>
12	Critically analyze the landmark ruling in Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. Pvt. Ltd. (2010) 8 SCC 24 on Section 89 CPC interpretation. Examine the key holdings of the case and its significance with respect to Mediation.	10	CO2	BT4
13	Critically analyze the Supreme Court's ruling in Salem Advocate Bar Association v. Union of India (2005) on the constitutional validity and application of the Code of Civil Procedure, 1908.	10	CO2	BT4