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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: 13/03/2026

Time: 09:30 AM - 11:00 AM

Course Code: LAW2057

Course Name: Arbitration and Conciliation

Semester: Sixth Semester

Max. Marks: 50

Weightage: 50%

CO - Levels	CO1	CO2
Marks	96	84

PART-A: Answer Following Questions. 10 M

Qn.No	Questions	M	CO	BT
1	What is arbitration? Briefly explain its binding nature in dispute resolution.	2	CO1	BT1
2	State any two essential features of arbitration.	2	CO1	BT1
3	Distinguish between arbitration and conciliation	2	CO1	BT2
4	A and B enter into a construction contract which contains a clause stating that any dispute arising between them shall be referred to a sole arbitrator whose decision shall be final and binding. Later, a dispute arises regarding delay in payment. Identify whether this clause amounts to an arbitration agreement and briefly justify your answer.	2	CO2	BT1
5	What is meant by "seat" or "place" of arbitration?	2	CO2	BT2

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

Qn.No	Questions	M	CO	BT
6	ABC Pvt. Ltd. and XYZ Ltd. enter into a contract containing a clause stating that "disputes may be resolved through mutual discussion or arbitration if both parties agree." A dispute arises, and ABC directly files an application seeking appointment of an arbitrator. XYZ objects, arguing that there is no binding arbitration agreement because the clause is optional. ABC contends that the presence of the word "arbitration" is sufficient.	10	CO1	BT4

	Whether a valid arbitration agreement exists between the parties?			
7	<p>A government contract signed in 2013 provides for ad hoc arbitration. After disputes arise in 2023, one party argues that the 2019 amendments promoting institutional arbitration must automatically apply and the dispute should be referred to an arbitral institution. The other party insists that the contract governs.</p> <p>Whether the 2019 amendment provisions mandating institutional arbitration apply retrospectively?</p>	10	CO1	BT3

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

Qn.No	Questions	M	CO	BT
8	<p>Two multinational corporations choose arbitration seated in Singapore but state that Indian law governs the contract. A dispute arises, and one party approaches an Indian court seeking procedural intervention. The opposing party argues that only Singapore courts have supervisory jurisdiction.</p> <p>Which court has supervisory jurisdiction over the arbitration?</p>	10	CO1	BT4
9	<p>A party argues that arbitration is unconstitutional because it denies access to courts and public trial. It claims that mandatory arbitration clauses violate fundamental rights. The other party argues that arbitration is a voluntary alternative dispute resolution mechanism.</p> <p>Is arbitration legally valid despite limiting court intervention?</p>	10	CO1	BT5

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

Qn.No	Questions	M	CO	BT
10	<p>A contract provides that the Managing Director of one party shall appoint the sole arbitrator. After disputes arise, the MD appoints a former employee of his company. The opposing party challenges the appointment alleging bias.</p> <p>Is the appointment valid?</p>	10	CO2	BT4
11	<p>Parties fail to agree on appointment of arbitrator within 30 days. One party immediately approaches the High Court under Section 11. The respondent argues that negotiations were still ongoing.</p> <p>Can the High Court appoint an arbitrator?justify your answer</p>	10	CO2	BT3

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

Qn.No	Questions	M	CO	BT
12	<p>During arbitration proceedings, one party seeks extensive court intervention claiming procedural unfairness. The other party argues minimal judicial interference is the principle.</p> <p>To what extent can courts interfere in arbitration proceedings? Discuss.</p>	10	CO2	BT4
13	<p>An arbitration agreement is contained in an unstamped contract. One party challenges the arbitration clause's validity.</p> <p>Is the arbitration agreement enforceable?</p>	10	CO2	BT4