



Even Semester End Term Examination, May / June 2026

Date: 27/05/2026

Time: 01.00 PM - 04.00 PM

Course Code: LAW2057

Course Name: Arbitration and Conciliation

Semester: Sixth Semester

Max. Marks: 100

Weightage: 50%

CO - Levels	CO1	CO2	CO3	CO4	CO5
Marks	34	82	80	124	40

PART A: Answer Following Questions. 20 M

Qn.No	Questions	M	CO	BT
1	State the significance of seat of arbitration in determining jurisdiction.	2	CO2	BT1
2	Identify two requirements for ensuring independence and impartiality of arbitrators.	2	CO1	BT1
3	State the role of BITs in investor-state dispute settlement.	2	CO4	BT1
4	Examine the doctrine of separability and its significance.	2	CO3	BT2
5	Identify two grounds for challenging arbitral awards under Section 34.	2	CO3	BT1
6	Identify two key changes introduced by the Arbitration (Amendment) Act, 2015.	2	CO1	BT1
7	State the significance of international commercial arbitration.	2	CO4	BT1
8	Distinguish between domestic and foreign arbitral awards.	2	CO3	BT2
9	State the role of a conciliator in dispute resolution.	2	CO3	BT1
10	Identify two powers of arbitral tribunal regarding interim measures.	2	CO3	BT2

PART B: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
11	In arbitration proceedings, the method of appointment of arbitrators plays a crucial role in ensuring neutrality and efficiency. Situations often arise where parties fail to mutually appoint arbitrators or disputes arise regarding eligibility.	10	CO2	BT2

	Examine the legal framework governing appointment of arbitrators and analyse the role of courts in such situations, particularly in ensuring independence and impartiality.			
12	The Arbitration (Amendment) Acts of 2015 and 2019 were introduced to make India a pro-arbitration jurisdiction and improve efficiency. Despite these reforms, challenges persist in implementation. Critically evaluate the key changes introduced by these amendments and analyse their impact on arbitration practice in India.	10	CO2	BT4

PART C: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
13	Arbitral awards represent the final outcome of arbitration proceedings and must comply with certain statutory requirements to be enforceable. Any defect in form or reasoning may affect their validity. Analyse the essential elements, form, and legal significance of arbitral awards and evaluate their enforceability under the law with the help of case laws.	10	CO3	BT2
14	A dispute arises where one party approaches the court for interim relief under Section 9, while the arbitral tribunal has already been constituted and is capable of granting relief under Section 17. The opposing party challenges the maintainability of the court application. Analyse the interplay between Section 9 and Section 17 of the Arbitration and Conciliation Act, 1996, and evaluate the circumstances under which courts may grant interim relief.	10	CO3	BT4

PART D: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
15	Two Indian parties enter into an arbitration agreement specifying that disputes shall be resolved under foreign law. During arbitration, the tribunal applies foreign substantive law to decide the dispute. One party challenges the award on this basis. Examine the applicability of Section 28 and analyse whether the tribunal's decision is legally valid in such a scenario.	10	CO4	BT3
16	Arbitration proceedings are often distinguished from court proceedings due to their flexibility in procedure and evidentiary standards. However, concerns arise when tribunals either strictly follow or completely disregard evidentiary principles. Analyse the applicability of rules of evidence in arbitration proceedings and evaluate the extent of flexibility available to arbitral tribunals.	10	CO4	BT4

PART E: Answer Any 1 Following Questions. 15 M

Qn.No	Questions	M	CO	BT
17	A domestic arbitral award directs enforcement of a contract that is in violation of statutory provisions and public interest. The losing party challenges the award on the ground of public policy. Examine the scope of public policy doctrine in setting aside arbitral awards and analyse how courts interpret this ground.	15	CO3	BT2
18	While arbitral awards are intended to be final and binding, provisions for setting aside and refusal of enforcement introduce judicial scrutiny. Critically analyse the balance between finality of arbitral awards and judicial intervention, with reference to domestic and foreign awards.	15	CO3	BT4

PART F: Answer Any 1 Following Questions. 15 M

Qn.No	Questions	M	CO	BT
19	Conciliation is a non-binding dispute resolution process where the conciliator plays an active role in facilitating settlement. It differs significantly from arbitration. Analyse the role and functions of a conciliator in dispute resolution.	15	CO4	BT4
20	A commercial dispute arises between a supplier and a manufacturer regarding defective goods and delayed payments. The parties agree to resolve the dispute through conciliation under the Arbitration and Conciliation Act, 1996. During the proceedings, the conciliator conducts joint meetings as well as separate sessions (caucus), suggests possible settlement terms, and eventually formulates a written settlement agreement which is signed by both parties. Subsequently, one party challenges the process, alleging that the conciliator exceeded his role by actively proposing settlement terms and conducting private meetings without the presence of both parties. Examine the procedural framework governing conciliation proceedings. Analyse whether the conciliator acted within his powers and evaluate the validity of the procedure adopted in this case.	15	CO4	BT2

PART G: Answer Any 1 Following Questions. 20 M

Qn.No	Questions	M	CO	BT
21	A foreign arbitral award is sought to be enforced in India under the New York Convention. The opposing party challenges enforcement on grounds of public policy and procedural irregularity. Analyse the legal framework for challenging and enforcing arbitral awards, including foreign awards, with reference to the UNCITRAL Model Law and Indian law.	20	CO4	BT4
22	A contract between Delta Pvt. Ltd. and Omega Ltd. contains an arbitration clause providing for resolution of disputes through arbitration seated in Mumbai. A dispute arises, and arbitration proceedings are initiated by Delta Pvt. Ltd. Omega Ltd. challenges	20	CO4	BT3

the validity of the arbitration agreement, claiming that the main contract was void due to misrepresentation and therefore the arbitration clause is also invalid. Despite this objection, the arbitral tribunal proceeds with the arbitration and rules that it has jurisdiction to decide the dispute. Omega Ltd. approaches the court seeking immediate intervention to terminate the proceedings, arguing that the tribunal cannot decide its own jurisdiction. In this context, analyse the scope and application of the Kompetenz-Kompetenz principle under arbitration law. Examine whether the arbitral tribunal is competent to rule on its own jurisdiction, the extent of judicial intervention at this stage, and evaluate the remedies available to the aggrieved party.			
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