

**DIRECTORATE OF DISTANCE EDUCATION
NALSAR UNIVERSITY OF LAW, HYDERABAD**

Advanced Diploma in Alternative Dispute Resolution (Batch 2021 – 2022)

Take Home – Annual Examination (June, 2022)

Paper IV – 1.4. International Commercial Arbitration

TOTAL MARKS: 100

INSTRUCTIONS TO CANDIDATES

- a) Read the instructions for Take Home Examination carefully and adhere to the same.
 - b) *Please mention your name, ID No., subject name and total number of pages on the Answer Sheet.*
 - c) *Clearly indicate the question numbers while answering them.*
 - d) *Answer all the four questions and each question carries 25 marks.*
 - e) *The answer for the 25 marks question should be written in 1200 - 1500 words.*
 - f) *All the candidates are required to submit only word / Pdf files containing the typed answers.*
 - g) *All papers will be uploaded on Turn-it-in for plagiarism check. Any paper with more than 15% similarity will be considered to be plagiarized and shall not be evaluated.*
 - h) *Since this is a take home exam, we expect your answers to be analytical rather than straight answers.*
 - i) Copying from any source including from other students is strictly prohibited. Plagiarism is considered as a serious academic mis-conduct and the University will take action as it deems fit.
-

Q.1. Critically evaluate the advantages and disadvantages of international arbitration. **(25 marks)**

Q.2. To what extent can it be said today that international arbitration constitutes a separate and denationalized system? What are the advantages and disadvantages of a denationalized approach to international commercial arbitration and what implications does this have in the context of: a) procedural law; b) substantive law and c) recognition and enforcement of an international arbitral award? **(25 marks)**

Q. 3. In what circumstances can arbitrators issue orders for interim measures? Are the courts empowered to order such measures during the arbitration proceedings? If yes, under what circumstances? **(25 marks)**

Q4. 'Newsday' is an Indian company that runs an internet news portal, which has recently shot to fame for exposing a series of corruption scandals. Newsday, fearing manipulation and cyber attacks, contracts 'Star Security, an American company specializing in cyber security to deliver a computer software for protection and provide support, maintenance and other related services.

The contract states that the law of the agreement is Indian law and also stipulates that *all disputes and differences which will hereafter arise between the parties in relation to this agreement shall be referred to arbitration. The seat of arbitration shall be New Delhi, and shall be conducted by one or more arbitrators.*

A year later, Newsday is unhappy with Star Security's service and terminates the agreement for breach of contract.

- (i) Newsday wishes to recover damages for non-performance from Star Security and initiates court proceedings in India. What is the recourse available to Star Security to enforce the arbitration agreement?
- (ii) Star Security, on the other hand, initiates arbitration proceedings in New Delhi, seeking a declaration of non-liability. Identify the law applicable to the arbitration agreement. **(25 marks)**