

DIRECTORATE OF DISTANCE EDUCATION
NALSAR UNIVERSITY OF LAW, HYDERABAD

P.G.DIPLOMA IN ALTERNATIVE DISPUTE RESOLUTION
2019 – 2020

Take Home - Annual Exams (August, 2020)

PAPER III - 1.3. Law of Arbitration and Conciliation in India

TOTAL MARKS: 100

INSTRUCTIONS TO CANDIDATES

- a) Please mention your name, ID No. and Subject name on the Answer Sheet.*
- b) Only typewritten answers will be accepted.*
- c) Clearly indicate the question numbers while answering them.*
- d) Answer all the questions given below. Each question is for 25 Marks.*
- e) The word limit is mentioned to give an approximate idea about the length of the answer.*
- f) Cut and paste of any material either from reading material or from internet will result in rejection of answer-sheet, which means a failure with zero marks. No plagiarism.*
- g) Do not consult other students as that has every chance of coming within the purview of plagiarism.*

Answer the following questions:

1. Explain the power of the arbitration tribunal to deal with the challenge with respect to its own jurisdiction. Refer to the development of Indian law in this respect with the aid of relevant provisions of law and cases.
(25 Marks, Word Limit: Approximately 500-600 Words)

2. When statements of claims and defence may be filed in arbitral proceedings? What should they contain? Can they be amended? If so, when and on what terms?
(25 Marks, Word Limit: Approximately 500-600 Words)

3. In 2019, Fenny Vindaloo Pvt. Ltd., ("**Fenny**") a Kerala based entity entered into a contract with Port W Pvt. Ltd., ("**Port W**") a Goan entity for the supply of premium cashews. It was agreed that Fenny would supply a fixed quantity of the premium cashews to Port W within a year. At the time of entering into this contract, the export of premium cashews outside the State of Kerala was allowed according to the policy of the State of Kerala. At the time of expiry of the contract, Fenny was only able to supply a part of the quantity stipulated in the contract. As a result, in 2020, parties entered into two addendums, specifically allowing Fenny to supply the remaining quantity in the subsequent year.

Unfortunately, Fenny could not supply the outstanding quantity because it had no permission from the State of Kerala as they restricted the export of the premium cashews in 2020. Port W treated it as a default and initiated ad hoc arbitration proceedings where Goa was the seat. The arbitration tribunal directed Fenny to pay the damages along with interest to Port W. Port W proceeded to file a petition to enforce the award before the Court, where Fenny raised objections *inter-alia* on the ground that the award is opposed to the policy of Kerala, and consequently to the public policy. Decide

(25 Marks, Word Limit: Approximately 500-600 Words)

4. Explain the role of a conciliator and the procedure adopted in conducting conciliation proceedings.
(25 Marks, Word Limit: Approximately 500-600 Words)