

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

Post-Graduate Diploma in Alternative Dispute Resolution (Batch 2020 – 2021)

Take Home – Supplementary Examination (November, 2021)

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 approximate word limit for a 25 marks question is 800-1000, for a 15 marks question, 600-700, for a 10 marks question 400-500 and for a 5 marks question 200-250*
 - 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.
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I. Answer the following questions:

- a. Critically evaluate the merits and demerits of international commercial arbitration. **[15 marks]**
- b. Critically examine the role of confidentiality in an international commercial arbitration. **[10 marks]**

II. Answer the following questions:

- a. Critically examine different laws governing an international commercial arbitration. **[15 marks]**
- b. Critically examine the procedure and grounds for setting aside of an arbitral award in an international commercial arbitration. **[10 marks]**

III. Answer the following questions:

- a. Critically evaluate the grounds on which an arbitrator can be challenged. **[15 Marks]**
- b. Critically distinguish between setting aside of an award and refusal to recognise and enforce of an arbitral award. **[10 marks]**

IV. Problem based question:

ABC is an Indian company that deals with cryptocurrency, which has recently come under a threat of a cyber attack. ABC fears that their sensitive data will be hacked and the hackers may sell the data on the Dark Web. In order to prevent any such attack, ABC enters into a contract with PQR, an Israeli company specialising in cyber security to provide cyber support through software and technical experts along with its maintenance and other related services.

As per the contract, the law of the agreement is Indian Law. The dispute resolution clause of the contract states that all disputes and differences will hereafter arise between the parties in relation to this agreement shall be referred to arbitration. The place of arbitration shall be London, and shall be conducted by a tribunal of 3 members.

6 months after entering into the agreement, ABC was disappointed with PQR's service and proceeded to terminate the agreement for a breach of contract.

- a. ABC wishes to recover the damages for the breach of contract from PQR and initiates court proceedings in India. What is the recourse available to PQR to enforce the arbitration agreement? **[10 marks]**
- b. PQR, on the other hand, initiates ad hoc arbitration proceedings in London seeking relief from the tribunal. Critically examine the law applicable to the arbitration agreement. **[15 marks]**