

BACHELOR OF LAWS - LL.B. (THREE YEAR DEGREE COURSE) (CBCS-2021 COURSE)
LL.B. Sem - V : SUMMER : 2025

SUBJECT: MEDIATION & CONCILIATION & ARBITRATION

Day : Wednesday
Date : 23/04/2025

S-25023-2025

Time : 10:00 AM-12:30 PM
Max. Marks : 60

N.B.

- 1) All questions are **COMPULSORY**.
- 2) All questions carry **EQUAL** marks.

- Q.1 A)** 'Alternative Dispute Resolution (ADR) is a way to resolve a dispute without going to the court, using a neutral third party to help the parties reach an agreement.' In this context explain the various types of ADR mechanisms used to resolve disputes. (12)
- OR**
- B)** 'While a court procedure results in a win or lose situation for the disputants, in an Alternative Dispute Resolution process such as Mediation or Conciliation, it is a win-win situation for the parties because the solution to the dispute emerges with the consent of the parties.' Comment. (12)
- Q.2 A)** 'Mediation is a voluntary binding process in which an impartial and neutral mediator facilitates disputing parties in reaching a settlement.' Explain the concept along with the various types of Mediation with the help of the relevant provisions under the Mediation Act, 2023. (12)
- OR**
- B)** What are the various steps involved in the Mediation Process? (12)
- Q.3 A)** 'Conciliation is a voluntary, flexible, confidential and interest-based process.' Explain the appointment and role of a Conciliator under the Arbitration and Conciliation Act, 1996. (12)
- OR**
- B)** Explain the role of the National Courts and its role in solving the issues which occur in International Commercial Arbitration. Explain with the help of relevant provisions. (12)
- Q.4** Write short notes on: (12)
- a) Arbitration Agreement
 - b) ICSID Arbitration
- OR**
- Write short notes on: (12)
- a) Enforcement of Arbitral Awards
 - b) UNCITRAL Model Laws
- Q.5 A)** 'A' and 'B' had an Arbitration Agreement in which it was written that the appointment of the Arbitrator had to be done by both the parties. A dispute arose between them and they referred the dispute to Arbitration. 'A' unilaterally appoints 'M' as the Arbitrator without consulting 'B' and sends a letter of appointment to 'M'. 'A' also sends a letter to 'B' giving the details of appointment of an arbitrator. 'B' raises an objection on the appointment of the arbitrator. Discuss the validity of appointment of 'M' as an Arbitrator and also state the remedies available for the same under the Arbitration and Conciliation Act, 1996. (12)
- OR**
- Q.5 B)** 'X' is a home décor company which has a contract with company 'Y' which manufactures the wooden furniture. Before entering into the transaction, a contract was executed between the both of them that included the terms in respect to the quality and durability of the products supplied, based on which the appropriate branding was also done. 'X' received many complaints with respect to the products supplied by 'Y' and 'X' also suffered losses due the defective products supplied by 'Y'. As there was a clause in the Agreement to refer disputes to Arbitration, 'X' referred the dispute to arbitration. An award was passed by the Arbitral Tribunal. The award was challenged by 'Y' on the grounds of unreasonableness of cost that was awarded and that the basis of the award was unfair practice and that the tribunal did not have jurisdiction. Discuss the viability of the objections raised against the award with the help of the relevant provisions of the Arbitration and Conciliation Act, 1996. (12)
