

I. Answer in one or two sentences each.

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- a) Whether the signature of an arbitrator is necessary in arbitration agreement?
- b) What is contractual Arbitration?
- c) State essential conditions to constitute international commercial arbitration.
- d) How many maximum number of arbitrators can be appointment by parties?
- e) Who is presiding arbitration?
- f) What is consent award?
- g) When it is not mandatory to give reason for Arbitral award?
- h) Which court empowered to set aside an award declared in international commercial arbitration?
- i) Which date is considered as commencement of conciliation proceeding?
- j) What is settlement agreement?

II. Answer any four short notes.

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- a) Role of Court in arbitration & conciliation act 1996.
- b) Appointment of an arbitrator.
- c) Advantages of Lok Adalat.
- d) Conventional award.
- e) Differences between arbitration & conciliation
- f) Termination of arbitration proceeding.

III. Solve any two problems.

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- a) During the course of business it was orally agreed between Akshay & Nihar, that to refer the dispute to arbitration occurs if any. Accordingly clause was included in Business contract "Parties should prefer settlement if any dispute arise during business". Nihar refer the dispute to court of Law because clause in a contract was not indicating appointment of an arbitrator. Akshay gives reference of oral agreement between them.
 - i) Can above clause considered as arbitration agreement?
 - ii) Can oral agreement be consider as arbitration agreement?
 - iii) Whether reference of court can be taken to decide the written clause is arbitration agreement or not? In which court?
- b) As one of the Party is not satisfied with an award declared by an arbitrator submits a dispute in court of law along with some other dispute between the same party.
 - i) Can a party do so? Why?
 - ii) What is a remedy available to party of in above situation?
 - iii) In which court party should refer the matter?
- c) Because the request of one of the party suit was referred to lok Adalat without giving on opportunity of being heard to the other party Matter was referral to lok Adalat. As settlement was not taken place between parties. No award was made by Lok Adalat.
 - i) Can Court refer the matter to the Lok Adalat without giving an opportunity of being heard to the other party? Under which section?
 - ii) What is the remedy available to Parties if there is no settlement of dispute in Lok Adalat?
 - iii) Is the award is appealable?

IV. Write Essay type answers on any four.

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- a) Explain the grounds for setting aside and award.
- b) Discuss briefly the provisions governing conduct of arbitral proceedings.
- c) Initially power to appoint an arbitrator is in hands of party but court also has power- Explain.
- d) Responsibility of Lok Adalat in judiciary is increasing day by day Explain. **SQ-Con. : 3222-15.**
- e) Explain International Arbitration.
- f) Conciliation is simple & important instrument for settlement of an dispute between the parties.