

1. Answer the following questions in not more than **two sentences** :- 20
- (a) When the Arbitration and Conciliation Act, 1996 came in force ?
 - (b) What is the period of limitation for setting aside the Arbitral Award ?
 - (c) What is meant by 'confidentiality' in conciliation proceeding ?
 - (d) Are the decisions arrived at the Lok Adalat enforceable ?
 - (e) How many minimum and maximum number of Arbitrators are permitted to be appointed on an Arbitral Tribunal ?
 - (f) What do you mean by Lien on Arbitral Award ?
 - (g) What is the status and effect of Settlement Agreement ?
 - (h) Define the term Arbitration.
 - (i) Define the term Court ?
 - (j) Arbitral Tribunal is competent to appoint an expert in certain cases.
2. Write short notes on any **four** :- 20
- (a) Arbitration Agreement and its essentials
 - (b) International Commercial Arbitration
 - (c) Commencement of Arbitration
 - (d) Termination of Arbitral Proceedings
 - (e) Costs U/s. 78
 - (f) Settlement Award.
3. Attempt any **two** out of the following situational problems :- 12
- (a) A Fire Insurance Company under its policy stipulated an Arbitration clause saying that all benefits under the policy shall be forfeited if neither action nor Arbitration is commenced within 3 months of the rejection of the claim.
 - (i) Whether such clause is valid ?
 - (ii) Does the Limitation Act, 1963 apply to the Arbitration ?
 - (iii) Whether the court has power to extend the time ?
 - (b) The defendant, defending his claim and counter claim did not appear on one particular date. The Arbitrator proceeded ex-parte and made an ex-parte award. The defaulting party was not given any opportunity to explain the reasons for his absence on that date.
 - (i) Whether the ex-parte award be set aside Grounds ?
 - (ii) Whether appeal, review or revision petition can be filed against an ex-parte award ?
 - (iii) Citation if any in support of your answer.
 - (c) Notice was given to a person to quit an agricultural holding. He relied upon Provisions of the Act requiring to arbitration, which was accordingly done. A date was fixed. He could not pay for a Solicitor to appear for him. He requested the arbitrator for a four-week postponement to enable him to arise necessary funds. The Arbitrator declined his request on the ground that fee was a personal matter between the party and solicitor. At the hearing also he asked for postponement because he was still unrepresented. The Arbitrator refused to oblige him and prepared his award.
 - (i) Is such an award maintainable in law ?
 - (ii) Does the conduct of an Arbitrator amount to legal misconduct ?
4. Answer any **four** from the following :- 48
- (a) What is Lok Adalat ? Discuss the Award, Jurisdiction and Power of Lok Adalat.
 - (b) What is conciliation ? State the difference between Arbitration and Conciliation.
 - (c) Define Foreign Award ? When the Foreign Awards can become binding and enforceable ?
 - (d) What are the salient features of the Arbitration and Conciliation Act, 1996 ?
 - (e) Discuss the Provision of the Arbitration and Conciliation Act, 1996 for Constituting Arbitral Tribunal.
 - (f) What are the Provisions relating to correction, Interpretation and Additional Award ?