

Q. What is Contractual Arbitration?

Select the correct option and then click on the "Submit" button.

- ☐ Arbitration conducted after the dispute arises without prior agreement.
- ☐ Arbitration included as part of a contract to address future disputes.
- ☐ Arbitration required by Law in specific industries.
- ☐ Arbitration conducted under Government supervision.

That's correct!

The correct answer is:
Arbitration included as part of a contract to address future disputes.

Q. Which section of the Arbitration and Conciliation Act, 1996 defines "International Commercial Arbitration"?

Select the correct option and then click on the "Submit" button.

- ☐ Section 2(1)(a)
- ☐ Section 2(1)(c)
- ☐ Section 2(1)(f)
- ☐ Section 34



That's correct!

The correct answer is:
Section 2(1)(f)

Q. Which of the following correctly describes a Domestic Arbitral Award?

Select the correct option and then click on the "Submit" button.

- ☐ An Award made outside the Jurisdiction where Enforcement is sought.
- ☒ An Award made within the jurisdiction where the Arbitration takes place, regardless of the nationality of the parties.
- ☐ An Award made in a country different from where it will be enforced.
- ☐ An Award made under the New York Convention, regardless of seat.



That's correct!

The correct answer is:
An Award made within the jurisdiction where the Arbitration takes place, regardless of the nationality of the parties.

Q. What is one of the most common grounds for refusing the Enforcement of Domestic Awards in International Arbitration?

Select the correct option and then click on the "Submit" button.

- ☐ Violation of the Public Policy of the enforcing state
- ☐ Inconsistency with International Legal Regimes
- ☐ Lack of Arbitration Agreements
- ☐ Inability to waive Sovereign Immunity



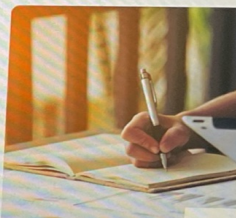
That's correct!

The correct answer is:
Violation of the Public Policy of the enforcing state

Q. Which international convention primarily governs the enforcement of foreign arbitral awards?

Select the correct option and then click on the "Submit" button.

- ☐ Vienna Convention
- ☐ Geneva Convention
- ☐ New York Convention
- ☐ ICSID Convention



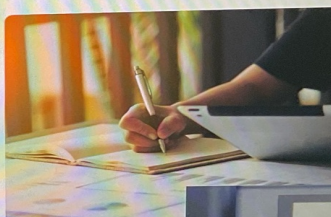
That's incorrect!

The correct answer is:
New York Convention

Q. What issue complicates the Enforcement of Foreign Arbitral Awards when a State or State-owned entity is involved?

Select the correct option and then click on the "Submit" button.

- ☐ Sovereign Immunity
- ☐ Public Policy concerns
- ☐ Lack of Arbitration Agreements
- ☐ Inconsistent Judicial Decisions



That's incorrect!

The correct answer is:
Sovereign Immunity

Q. What are Interim Measures of Protection designed to do?

Select the correct option and then click on the "Submit" button.

- ☐ Preserve the Status quo or prevent harm to a party during Arbitration
- ☐ Speed up the Arbitration Process
- ☐ Provide a Final Judgment on the merits
- ☐ Only be used in Domestic Arbitration

That's correct!

The correct answer is:
Preserve the Status quo or prevent harm to a party during Arbitration

Q. What is the importance of Interim Awards in managing Arbitration Proceedings?

Select the correct option and then click on the "Submit" button.

- ☐ They replace the need for Final Awards in most cases.
- ☐ They ensure fair and efficient Arbitration by protecting parties' rights and preserving integrity.
- ☐ They focus solely on reducing the Tribunal's workload.
- ☐ They are used only in Domestic Arbitration.



That's correct!

The correct answer is:
They ensure fair and efficient Arbitration by protecting parties' rights and preserving integrity.

Q. Which document is NOT required under Section 47 for enforcing a Foreign Arbitral Award?

Select the correct option and then click on the "Submit" button.

- ☐ The Original Award or a duly authenticated copy
- ☐ The original Arbitration Agreement or a duly certified copy
- ☐ A notarized statement from the Arbitrator
- ☐ Any translations if the Award or Agreement is not in English



That's incorrect!

The correct answer is:
A notarized statement from the Arbitrator

Q. Where must a petition for Enforcement of a Foreign Arbitral Award in India be filed?

Select the correct option and then click on the "Submit" button.

- ☐ The Supreme Court of India
- ☐ The High Court with territorial jurisdiction over the party or their assets
- ☐ Any District Court
- ☐ The Court where the Arbitration Agreement was signed



That's incorrect!

The correct answer is:
The High Court with territorial jurisdiction over the party or their assets

Q. How do procedural delays in the Indian Judicial System impact the Enforcement of Foreign Arbitral Awards?

Select the correct option and then click on the "Submit" button.

- ☐ They have no effect on Enforcement.
- ☐ They streamline Arbitration-related matters.
- ☒ They significantly affect the timeliness of Enforcement.
- ☐ They prevent resistance from Indian parties.



That's correct!

The correct answer is:
They significantly affect the timeliness of Enforcement.

Q. What is a key role of the Conciliator in the Dispute Resolution Process?

Select the correct option and then click on the "Submit" button.

- ☐ Declaring one party as right and the other as wrong
- ☐ Providing expert advice and suggesting options for resolution
- ☐ Making a binding decision for the parties
- ☐ Engaging with the evidence and deciding the dispute



That's correct!

The correct answer is:
Providing expert advice and suggesting options for resolution

Q. How does the flexibility of Conciliation benefit the parties?

Select the correct option and then click on the "Submit" button.

- ☐ The Conciliator is bound by strict rules of evidence.
- ☐ The Conciliator can adopt procedural methods that suit the dispute and ensure cost-effectiveness.
- ☐ The process strictly follows rigid formulas and procedures.
- ☐ The flexibility allows the Conciliator to impose binding decisions.

That's correct!

The correct answer is:

The Conciliator can adopt procedural methods that suit the dispute and ensure cost-effectiveness.

Q. How is the number of Conciliators different from the number of Arbitrators under Indian Arbitration Law?

Select the correct option and then click on the "Submit" button.

- ☐ The number of Conciliators cannot be odd.
- ☐ The number of Conciliators can be even or odd, unlike Arbitrators who must always be odd in number.
- ☐ Both Conciliators and Arbitrators must always be odd in number.
- ☐ Arbitrators must act individually, whereas Conciliators act jointly.



That's incorrect!

The correct answer is:

The number of Conciliators can be even or odd, unlike Arbitrators who must always be odd in number.

Q. What Principles guide the conduct of a Conciliator during the proceedings?

Select the correct option and then click on the "Submit" button.

- ☐ Objectivity, fairness, and justice.
- ☐ Strict adherence to Procedural Law and Evidence.
- ☐ Confidentiality, binding decisions, and penalties.
- ☐ Speed, efficiency, and financial penalties.



That's correct!

The correct answer is:

Objectivity, fairness, and justice.

Q. What is the key advantage of Conciliation over traditional Litigation?

Select the correct option and then click on the "Submit" button.

- ☐ It always ensures a binding decision.
- ☐ It eliminates the need for any legal procedures.
- ☐ It is faster and ensures equitable resolution of disputes.
- ☐ It provides mandatory compensation to both parties.

That's incorrect!

The correct answer is:

It is faster and ensures equitable resolution of disputes.

Q. According to Section 64(1), how is a single Conciliator appointed?

Select the correct option and then click on the "Submit" button.

- ☐ The court appoints the Conciliator.
- ☐ Each party appoints one Conciliator, who jointly appoint the third.
- ☐ The parties mutually agree on the name of the Conciliator.
- ☐ An institution appoints the Conciliator by default.

That's correct!

The correct answer is:

The parties mutually agree on the name of the Conciliator.

Q. What specific Laws does Section 66 exempt Conciliators from adhering to?

Select the correct option and then click on the "Submit" button.

- ☐ The Indian Penal Code
- ☐ The Indian Evidence Act, 1872 and the Code of Civil Procedure, 1908
- ☐ The Arbitration and Conciliation Act, 1996
- ☐ The Consumer Protection Act, 1986

That's correct!

The correct answer is:

The Indian Evidence Act and the Code of Civil Procedure, 1908

Q. What is the primary purpose of Section 70 in Conciliation proceedings?

Select the correct option and then click on the "Submit" button.

- ☐ To facilitate settlement while protecting sensitive and confidential information shared during the process.
- ☐ To ensure Conciliators have unrestricted access to all information.
- ☐ To require Conciliators to act only on the basis of public information.
- ☐ To prevent any sharing of factual information between the parties.

That's correct!

The correct answer is:

To facilitate settlement while protecting sensitive and confidential information shared during the process.

Continue

Q. What happens once the Conciliator authenticates the Settlement Agreement?

Select the correct option and then click on the "Submit" button.

- ☐ It becomes subject to further negotiation.
- ☐ It is provided to the parties and is final and binding.
- ☐ The parties can choose to ignore the agreement.
- ☐ It requires Court registration for validity.

That's correct!

The correct answer is:

It is provided to the parties and is final and binding.

Q. What is the legal status of a Settlement Agreement under Section 74 of the Arbitration and Conciliation Act, 1996?

Select the correct option and then click on the "Submit" button.

- ☐ It is equivalent to an Arbitral Award under Section 30.
- ☐ It is equivalent to a regular contract.
- ☐ It is subject to mandatory Court review before enforcement.
- ☐ It is only enforceable after Arbitration proceedings.



That's correct!

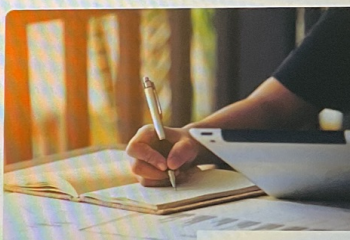
The correct answer is:

It is equivalent to an Arbitral Award under Section 30.

Q. Which of the following is NOT a way Conciliation proceedings may terminate under Section 76 of the Act?

Select the correct option and then click on the "Submit" button.

- ☐ By signing a Settlement Agreement.
- ☐ By a written declaration from the Conciliator.
- ☐ By a written declaration from the parties.
- ☐ By an oral agreement between the parties to discontinue the process.



That's incorrect!

The correct answer is:

By an oral agreement between the parties to discontinue the process.

Who can participate in Conciliation proceedings under the Arbitration and Conciliation Act, 1996?

Select the correct option and then click on the "Submit" button.

- ☐ Any individual or entity, regardless of legal capacity.
- ☐ Only individuals who are above the age of 21.
- ☐ Only parties legally competent to contract.
- ☐ Any individual who is involved in the dispute.



That's incorrect!

The correct answer is:

Only parties legally competent to contract.

What makes Conciliation more appealing compared to Arbitration or Court Proceedings?

Select the correct option and then click on the "Submit" button.

- ☐ It involves mandatory Court approval for settlements.
- ☐ It is less formal, quicker, and often more cost-effective.
- ☐ It always leads to binding decisions.
- ☐ It limits the qualifications of Conciliators to legal professionals only.



That's correct!

The correct answer is:

It is less formal, quicker, and often more cost-effective.

Q. What is a common misuse of Conciliation in Judicial Proceedings?

Select the correct option and then click on the "Submit" button.

- ☐ Parties use Conciliation to bypass legal obligations.
- ☐ Conciliation is often used as a delay tactic to prolong Litigation.
- ☐ Courts refuse to refer cases to Conciliation.
- ☐ Parties misuse Conciliation to overturn judicial decisions.

That's incorrect!

The correct answer is:

Conciliation is often used as a delay tactic to prolong

Q. What is the difference between the "seat" and "venue" in Arbitration?

Select the correct option and then click on the "Submit" button.

- ☐ The seat refers to the geographical location, while the venue refers to the legal system governing Arbitration.
- ☐ The seat refers to the legal system governing Arbitration, while the venue refers to the geographical location where proceedings can be conducted.
- ☐ Both seat and venue mean the same thing.
- ☐ The seat governs the Arbitrators' appointments, while the venue governs the hearings.

That's correct!

The correct answer is:

The seat refers to the legal system governing Arbitration, while the venue refers to the geographical location where proceedings can be conducted.

Q. In an International Commercial Arbitration under Section 28(1)(b)(i), how is the applicable **statute** determined?

Select the correct option and then click on the "Submit" button.

- ☐ By the Law design to the substance
- ☐ By the Arbitral Tr
- ☐ By the procedur
- ☒ By Indian Substa

That's incorrect!

The correct answer is:

By the Law designated by the parties as applicable to the substance of the dispute.

Continue



Q. What does the Latin phrase "ex aequo et bono" mean?

Select the correct option and then click on the "Submit" button.

- ☐ In strict accordance with the Law.
- ☐ According to what is fair and good.
- ☐ In compliance with procedural rules.
- ☒ Based on the Principles of Justice and Morality.

That's incorrect!

The correct answer is:

According to what is fair and good.

Q. What is an Arbitral Award?

Select the correct option and then click on the "Submit" button.

- ☐ A temporary decision
- ☒ A final decision that conclusively decides the rights and liabilities of the parties
- ☐ An interim order

That's correct!

The correct answer is:
A final decision that conclusively decides the rights and liabilities of the parties.

Q. What is the purpose of an Additional Award under Section 33(5)?

Select the correct option and then click on the "Submit" button.

- ☐ To address claims left out of the Initial Award.
- ☐ To revisit the Final Award entirely.
- ☐ To modify the interest or costs determined in the Original Award.
- ☐ To terminate Arbitration proceedings.

That's correct!

The correct answer is:
To address claims left out of the Initial Award.

Q. If an arbitral tribunal delivers a signed copy of the award to the wrong person in a large organisation, what is the consequence?

Select the correct option and then click on the "Submit" button.

- ☐ The award becomes invalid.
- ☐ The tribunal must issue a new award.
- ☐ Limitation periods under Sections 33 and 34 do not begin.
- ☐ The parties must agree on a new date of delivery.



That's correct!

The correct answer is:
Limitation periods under Sections 33 and 34 do not begin.

Q. Which of the following is not a ground for setting aside an Arbitral Award under Section 34(2)?

Select the correct option and then click on the "Submit" button.

- ☐ A party was under incapacity
- ☐ The Arbitral Award contains a minor clerical error
- ☐ The Arbitration Agreement is not valid under applicable Law
- ☐ The Arbitral Award is in conflict with the Public Policy of India



That's correct!

The correct answer is:
The Arbitral Award contains a minor clerical error

Q. Which part of the Arbitration and Conciliation Act, 1996, governs foreign awards?

Select the correct option and then click on the "Submit" button.

- ☐ Part I
- ☐ Part II
- ☐ Both Part I and Part II
- ☐ Neither Part I nor Part II



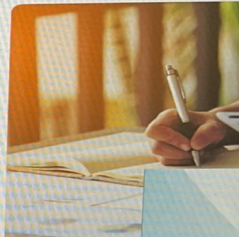
That's incorrect!

The correct answer is:
Part II

Q. Under what condition can an Arbitral Award be challenged in India according to Section 4?

Select the correct option and then click on the "Submit" button.

- ☐ The Arbitration must be seated in India.
- ☐ The Arbitration must involve at least one Indian party.
- ☐ The Arbitration must be governed by foreign Law.
- ☐ The Arbitration must be seated outside India.



That's incorrect!

The correct answer is:
The Arbitration must be seated in India.

Q. What key principle allows the Arbitration Agreement to be treated as separate from the main contract?

Select the correct option and then click on the "Submit" button.

- ☐ Public Policy Principle
- ☐ Principle of Separability
- ☐ Doctrine of Estoppel
- ☐ Principle of mutual consent



That's correct!

The correct answer is:
Principle of Separability

Q. Why is notice an essential part of due process in Arbitration?

Select the correct option and then click on the "Submit" button.

- ☐ To expedite the proceedings
- ☐ To ensure proper management of Arbitration Proceedings
- ☐ To limit the roles of both parties equally
- ☐ To restrict communication between parties

That's correct!

The correct answer is:
To ensure proper management of Arbitration Proceedings

Q. What is meant by the 'scope of the Arbitral Tribunal's Jurisdiction'?

Select the correct option and then click on the "Submit" button.

- ☐ The authority of the Arbitral Tribunal to select Arbitrators
- ☐ The areas and disputes the Arbitral Tribunal is empowered to decide
- ☐ The procedures to be followed in Arbitration
- ☐ The duration of the Arbitration Process

That's correct!

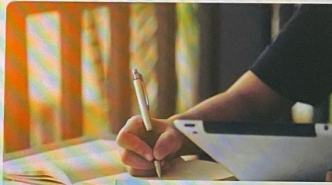
The correct answer is:

The areas and disputes the Arbitral Tribunal is empowered to decide

Q. What is the importance of Party Autonomy in Arbitration according to the Arbitration and Conciliation Act, 1996?

Select the correct option and then click on the "Submit" button.

- ☐ It allows the parties to decide key aspects like the composition of the Arbitral Tribunal and Procedure
- ☐ It provides the Court full authority to determine Arbitration matters
- ☐ It limits the Tribunal to following only statutory provisions
- ☐ It enables the Tribunal to create new procedures outside legal frameworks



Gas Authority of India Ltd. vs. Ket Constru

That's correct!

The correct answer is:

It allows the parties to decide key aspects like the composition of the Arbitral Tribunal and Procedure

Q. What is Objective Arbitrability based on?

Select the correct option and then click on the "Submit" button.

- ☒ Parties' Agreement
- ☐ Law, specifically subject matters which the Law deems inarbitrable
- ☐ Court's discretion
- ☐ Intellectual Property disputes

That's incorrect!

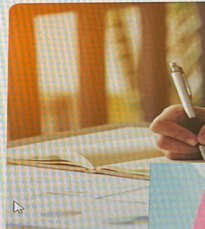
The correct answer is:

Law, specifically subject matters which the Law deems inarbitrable

Q. Which school of thought prevails in India regarding the interpretation of Public Policy?

Select the correct option and then click on the "Submit" button.

- ☐ The broad view school
- ☐ The narrow view school
- ☐ The strict interpretation school
- ☐ The conservative view school



That's correct!

The correct answer is:

The broad view school

Q. Under Section 36 of the Arbitration and Conciliation Act, 1996, what happens when an application for setting aside an Arbitral Award is filed?

Select the correct option and then click on the "Submit" button.

- ☐ The Arbitral Award is set aside
- ☒ The Award remains enforceable unless a specific stay is granted
- ☐ The Court automatically stays the Award

That's correct!

The correct answer is:
The Award remains enforceable unless a specific stay is granted



Q. What is required for the Doctrine of Res Judicata and Estoppel to apply to an Arbitral Award?

Select the correct option and then click on the "Submit" button.

- ☒ Triple Identity Test of parties, cause of action, and subject-matter
- ☐ Only the identity of parties
- ☐ Identity of cause of action

That's correct!

The correct answer is:
Triple Identity Test of parties, cause of action, and subject-matter



Q. What determines whether an Arbitral Award is considered a Domestic or Foreign Award under the Arbitration and Conciliation Act, 1996?

Select the correct option and then click on the "Submit" button.

- ☐ The nationality of the Arbitrators
- ☐ The seat of Arbitration
- ☐ The location of the parties
- ☐ The type of dispute



Section 36 of the Arbitration and Conciliation Act, 1996

That's incorrect!

The correct answer is:
The seat of Arbitration

Q. Under Section 34, when can a Court unconditionally stay an Arbitral Award?

Select the correct option and then click on the "Submit" button.

- ☐ If the Arbitration Agreement or contract was induced by fraud or corruption
- ☐ If the Arbitrator did not follow the proper procedure
- ☐ If the challenge is filed beyond the prescribed timeline
- ☐ If the parties agree to the stay

That's correct!

The correct answer is:
If the Arbitration Agreement or contract was induced by fraud or corruption

Q. Under Section 48 of the Arbitration and Conciliation Act, 1996, Enforcement of a Foreign Award may be refused if:

Select the correct option and then click on the "Submit" button.

- ☐ The parties were not properly notified of the Arbitration proceedings.
- ☐ The Award deals with matters beyond the scope of the submission to Arbitration.
- ☐ The composition of the Arbitral Authority or procedure was not in accordance with the agreement of the parties.
- ☐ All of the above



Indian Courts had the Authority to set aside

That's correct!

The correct answer is:
All of the above

Q. Which of the following is NOT part of the concept of Public Policy under Section 48?

Select the correct option and then click on the "Submit" button.

- ☐ Making of the Award was induced by Fraud or Corruption.
- ☐ Violation of Fundamental Policy of Indian Law.
- ☐ Review of the Arbitral Award on merits.
- ☐ Conflict with the most basic notions of Morality or Justice.



That's incorrect!

The correct answer is:
Review of the Arbitral Award on merits.

Q. Which of the following is NOT a condition for the Enforcement of a Foreign Award under Section 57(1)?

Select the correct option and then click on the "Submit" button.

- ☐ The Award has been made in pursuance of a valid Arbitration submission.
- ☐ The subject-matter of the award is capable of settlement by Arbitration under Indian Law.
- ☐ The Award has been made in the country where the Arbitral Tribunal had jurisdiction.
- ☐ The Award has been made under the Law governing Arbitration, irrespective of the Law applicable to the Arbitration.



That's correct!

The correct answer is:
The Award has been made under the Law governing Arbitration, irrespective of the Law applicable to the Arbitration.

Q. What is a Key Characteristic of Ad hoc Arbitration?

Select the correct option and then click on the "Submit" button.

- ☐ It is conducted under the supervision of an Arbitration Institution.
- ☐ It offers parties a high degree of control and flexibility.
- ☐ It requires mandatory Government oversight.
- ☐ It mandates the use of predefined procedural Rules.

That's incorrect!

The correct answer is:
It offers parties a high degree of control and flexibility.

Q. What is a key feature of Institutional Arbitration?

Select the correct option and then click on the "Submit" button.

- ☐ The proceedings are regulated by the Government.
- ☐ Parties draft and manage the Arbitration process themselves.
- ☐ The Arbitration is conducted under the Rules framed by the chosen Arbitral Institution.
- ☐ Arbitrators are always selected by the Judiciary.

That's incorrect!

The correct answer is:

The Arbitration is conducted under the Rules framed by the chosen Arbitral Institution.

Which of the following is a potential issue with Ad hoc Arbitration in the Enforcement of Foreign Awards?

Select the correct option and then click on the "Submit" button.

- ☐ Procedural disputes can arise due to the absence of Institutional Rules.
- ☐ Foreign Awards are not recognized under Ad hoc Arbitration.
- ☐ Foreign Awards in Ad hoc Arbitration are limited to commercial disputes only.
- ☐ Enforcement of Foreign Awards requires institutional approval.



That's incorrect!

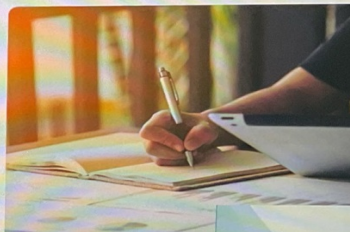
The correct answer is:

Procedural disputes can arise due to the absence of Institutional Rules.

Q. What is the maximum time limit prescribed for Fast Track Arbitration proceedings under Section 29B?

Select the correct option and then click on the "Submit" button.

- ☐ 3 months
- ☐ 6 months
- ☐ 12 months
- ☐ 18 months



That's incorrect!

The correct answer is:

6 months

Q. What is the key difference between Domestic and International Arbitration?

Select the correct option and then click on the "Submit" button.

- ☐ Domestic Arbitration always involves International Treaties.
- ☐ International Arbitration involves parties from the same country.
- ☐ Domestic Arbitration is governed solely by the Laws of one country, while International Arbitration may involve International Treaties or Rules.
- ☐ Domestic Arbitration is more complex than International Arbitration.



That's correct!

The correct answer is:

Domestic Arbitration is governed solely by the Laws of one country, while International Arbitration may involve International Treaties or Rules.

Q. Why are Communication Skills considered key to successful Negotiation?

Select the correct option and then click on the "Submit" button.

- ☐ They allow one party to win at the expense of the other.
- ☒ They ensure the Negotiation Process remains open and effective.
- ☐ They eliminate the need for a third party.
- ☐ They focus only on the interests of one party.

That's correct!

The correct answer is:
They ensure the Negotiation Process remains open and effective.

Continue



Q. National Lok Adalats are held:

Select the correct option and then click on the "Submit" button.

- ☐ Every week across the Country
- ☐ Annually in Specific Courts
- ☐ Four times a year on a single day in all Courts of the Country
- ☐ Monthly in District-Level Courts

That's correct!

The correct answer is:
Four times a year on a single day in all Courts of the Country

Q. What is the Primary Objective of Gram Nyayalayas?

Select the correct option and then click on the "Submit" button.

- ☐ To replace High Courts in rural areas
- ☐ To centralize legal proceedings in rural areas
- ☐ To promote Alternative Dispute Resolution mechanisms exclusively
- ☐ To provide inexpensive and quick Justice to rural people at their doorsteps

That's incorrect!

The correct answer is:
To provide inexpensive and quick Justice to rural people at their doorsteps

What is the key difference between Arbitration and Mediation?

- A. Arbitration is non-binding while Mediation is binding.
- B. Arbitration is informal, and Mediation is formal.
- C. Arbitration results in a binding decision, while Mediation results in a non-binding settlement.
- D. Mediation does not involve a neutral third party.

In which scenario would Arbitration be preferable over Mediation?

- A. When parties seek an informal discussion to reach a mutual agreement.
- B. When parties need a neutral third party to facilitate a compromise.
- C. When parties want a legally binding resolution that is enforceable.
- D. When parties do not want a decision but rather a facilitated conversation.

What is one key difference between Arbitration and Negotiation?

- A. Arbitration is always less formal than Negotiation.
- B. Arbitration involves a third-party decision-maker, while Negotiation does not.
- C. Negotiation results in a legally binding decision, but Arbitration does not.
- D. Negotiation follows a strict process similar to a Court Trial.

What is a major disadvantage of Arbitration as compared to Negotiation?

- A. It provides a final and binding decision.
- B. It is less formal than Negotiation.
- C. The outcome is controlled by a third party rather than the disputing parties.
- D. It allows for flexible and creative solutions.

What is a significant difference between Arbitration and Conciliation?

- A. Arbitration is non-binding, while Conciliation is binding.
- B. Arbitration involves a third-party facilitating communication, while Conciliation involves making a final decision.
- C. Arbitration results in a binding decision, while Conciliation focuses on helping parties reach a voluntary agreement.
- D. Both Arbitration and Conciliation result in binding decisions with limited grounds for appeal.

In which situation would Arbitration be more appropriate than Conciliation?

- A. When both parties want to maintain control over the resolution process.
- B. When a legally binding and final decision is required.
- C. When the parties prefer a flexible, informal approach.
- D. When the primary goal is improving communication between the parties.

What is a major difference between Mediation and Conciliation?

- A. In Mediation, the third party imposes solutions, while in Conciliation, the third party does not.
- B. In Conciliation, the third party may propose settlement terms, while in Mediation, the third party only facilitates discussion.
- C. Mediation is always legally binding, while Conciliation is not.
- D. Conciliation is informal, while Mediation follows a formal legal process.

Q. What is the outcome of an Arbitration Process called?

Select the correct option and then click on the "Submit" button.

- ☐ Arbitration Report
- ☐ Arbitral Award
- ☐ Arbitral Summary
- ☐ Judicial Decree

That's incorrect!

The correct answer is:
Arbitral Award

When did the Arbitration and Conciliation Act, 1996, came into force?

Select the correct option and then click on the "Submit" button.

- ☐ January 1, 1996
- ☐ August 15, 1996
- ☒ August 22, 1996

That's correct!

The correct answer is:
August 22, 1996



Q. Under Section 36 of the Arbitration and Conciliation Act, 1996, what status is granted to an Arbitral Award?

Select the correct option and then click on the "Submit" button.

- ☐ A Civil Court-issued Decree
- ☐ A Provisional Order
- ☐ A Non-Binding Recommendation
- ☐ A Mediation Settlement



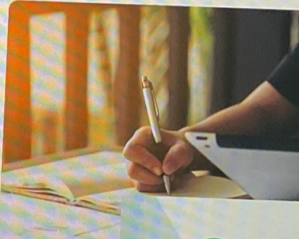
That's correct!

The correct answer is:
A Civil Court-issued Decree

Q. According to Section 7 of the Arbitration and Conciliation Act, 1996, an Arbitration Agreement must:

Select the correct option and then click on the "Submit" button.

- ☐ Be approved by a Court.
- ☐ Be in writing.
- ☐ Be verbal and notarized.
- ☐ Specify only future disputes.



That's correct!

The correct answer is:
Be in writing.

Q. When does the need for a Substitute Arbitrator arise under Section 15?

Select the correct option and then click on the "Submit" button.

- ☐ When the mandate of an Arbitrator terminates.
- ☐ When the Arbitration process is completed.
- ☐ When a party requests a change in Arbitrators.
- ☐ When a new agreement is signed.



That's incorrect!

The correct answer is:
When the mandate of an Arbitrator terminates.

Q. Under Section 2(1)(f), an Arbitration is classified as "International Commercial Arbitration" if:

Select the correct option and then click on the "Submit" button.

- ☐ The dispute is commercial in nature, regardless of the parties' nationalities.
- ☐ At least one party is a foreign national, body corporate, or government.
- ☐ The dispute involves only foreign entities.
- ☐ The Arbitration is held outside India.



That's correct!

The correct answer is:
At least one party is a foreign national, body corporate, or government.

Q. Which of the following is NOT a requirement for entering into an Arbitration Agreement?

Select the correct option and then click on the "Submit" button.

- ☐ Attaining the age of majority
- ☐ Being of sound mind
- ☐ Being authorized by a Lawyer
- ☐ Not being disqualified by Law



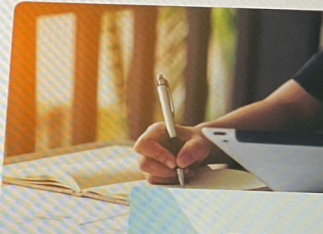
That's correct!

The correct answer is:
Being authorized by a Lawyer

Q. Which of the following is NOT considered a valid form of Arbitration Agreement under Section 7(4)?

Select the correct option and then click on the "Submit" button.

- ☐ A document signed by both parties
- ☐ An oral agreement between parties
- ☐ An exchange of letters or telegrams indicating an agreement
- ☐ An exchange of claims and defenses where the agreement is alleged by one party and not denied by the other



That's incorrect!

The correct answer is:
An oral agreement between parties

Q. Which example clause is NOT a valid Arbitration Agreement?

Select the correct option and then click on the "Submit" button.

- ☐ "Disputes, if any, may be settled by Arbitration if parties mutually agree at the time of the dispute."
- ☐ "All disputes shall be referred to Arbitration, and the decision shall be binding."
- ☐ "The Arbitrator's decision on all disputes arising from this agreement shall be final and binding."
- ☐ "Disputes will be referred to Arbitration as the sole method of resolution."

That's incorrect!

The correct answer is:

"Disputes, if any, may be settled by Arbitration if parties mutually agree at the time of the dispute."

Q. Which of the following examples demonstrates a valid Arbitration Agreement?

Select the correct option and then click on the "Submit" button.

- ☐ A written contract signed by both parties without any Arbitration Clause.
- ☐ An email exchange confirming Arbitration Rules and Mutual Agreement to arbitrate.
- ☐ An oral agreement where both parties verbally agree to arbitrate disputes.
- ☐ A contract mentioning that disputes may be arbitrated, but requiring further consent.



That's incorrect!

The correct answer is:

An email exchange confirming Arbitration Rules and Mutual Agreement to arbitrate.

Q. What does the principle of incorporation by reference enable in a contract?

Select the correct option and then click on the "Submit" button.

- ☐ Inclusion of terms from a secondary document into the main contract.
- ☐ Inclusion of unrelated terms into a contract.
- ☐ Automatic validation of all referenced clauses without specific mention.
- ☐ Omission of standard terms to simplify contracts.



That's correct!

The correct answer is:

Inclusion of terms from a secondary document into the main contract.

Q. Which of the following is NOT one of the approaches Courts take when addressing Defective Arbitration Clauses?

Select the correct option and then click on the "Submit" button.

- ☐ Declaring the Clause invalid for vagueness.
- ☐ Severing the defective part and enforcing the valid portion.
- ☐ Modifying the Clause to provide reasonable meaning.
- ☐ Replacing the Clause with Litigation Proceedings.



That's incorrect!

The correct answer is:

Replacing the Clause with Litigation Proceedings.

Q. What is the primary purpose of the Doctrine of Separability in Arbitration?

Select the correct option and then click on the "Submit" button.

- ☐ To promote Litigation as a primary dispute resolution method.
- ☐ To ensure Arbitration Clauses are invalid if the main contract is invalid.
- ☐ To treat the Arbitration Clause as independent of the main contract.
- ☐ To terminate Arbitration Agreements automatically upon breach of the main contract.

That's correct!

The correct answer is:

To treat the Arbitration Clause as independent of the main contract.

Q. Which of the following statement is not true regarding the termination of an Arbitration Agreement?

Select the correct option and then click on the "Submit" button.

- ☐ Parties can terminate an Arbitration Agreement by mutual consent.
- ☐ Arbitration Agreements automatically terminate upon breach of the principal contract.
- ☐ Termination of the principal contract through novation extinguishes the Arbitration Agreement.
- ☐ Arbitration Agreements are enforceable by or against the legal representatives of deceased parties.

That's incorrect!

The correct answer is:

Arbitration Agreements automatically terminate upon breach of the principal contract.

Q. What is the primary purpose of Multi-tiered dispute resolution clauses?

Select the correct option and then click on the "Submit" button.

- ☐ To encourage early settlement and avoid costly Litigation or Arbitration.
- ☐ To mandate Arbitration as the only mode of dispute resolution.
- ☐ To ensure disputes are resolved only by top management.
- ☐ To limit the use of mediation in contractual disputes.

That's correct!

The correct answer is:

To encourage early settlement and avoid costly Litigation or Arbitration.

Q. What is the primary purpose of the Notice of Arbitration as per Section 21?

Select the correct option and then click on the "Submit" button.

- ☐ To request Court intervention
- ☐ To communicate the claims raised by one party
- ☐ To appoint a Lawyer
- ☐ To settle disputes through Negotiation

That's incorrect!

The correct answer is:

To communicate the claims raised by one party

Q. According to Section 12 of the Arbitration and Conciliation Act, 1996, under what circumstances can an Arbitrator be challenged?

Select the correct option and then click on the "Submit" button.

- ☐ Failure to disclose any past or present relationship or interest that could affect impartiality
- ☐ Lack of legal knowledge
- ☐ Delay in the proceedings
- ☐ Disagreement on the Arbitration procedure



That's correct!

The correct answer is:

Failure to disclose any past or present relationship or interest that could affect impartiality

Q. What happens if an Arbitrator withdraws from office for reasons suitable to them?

Select the correct option and then click on the "Submit" button.

- ☐ The Court must approve the withdrawal
- ☐ The parties can agree on a new Arbitrator without Court intervention
- ☐ The mandate of the Arbitrator is automatically terminated
- ☐ The Arbitrator is penalized



That's incorrect!

The correct answer is:

The mandate of the Arbitrator is automatically terminated

Q. According to Section 18, what are the basic Principles of Natural Justice for Arbitrators?

Select the correct option and then click on the "Submit" button.

- ☐ Not to rely on inadmissible documents, not to hear in the absence of one party, and not to decide secretly
- ☐ Arbitrators can make decisions solely based on the Evidence Act, 1872
- ☐ Arbitrators must follow strict guidelines and cannot deviate from them
- ☐ Arbitrators are bound by procedural rules set by the Tribunal itself



That's correct!

The correct answer is:

Not to rely on inadmissible documents, not to hear in the absence of one party, and not to decide secretly

Q. In an ex-parte proceeding, what must the Arbitral Tribunal ensure?

Select the correct option and then click on the "Submit" button.

- ☐ Treat the respondent's admission of all facts as true
- ☐ Decide solely based on the evidence presented by the applicant
- ☒ Decide the matter on the merits and evidence available
- ☐ Postpone the proceedings until the respondent is present

That's correct!

The correct answer is:
Decide the matter on the merits and evidence available.

Continue

Q. What does the Concept of "Arbitrability" refer to?

Select the correct option and then click on the "Submit" button.

- ☐ The enforceability of Arbitral Awards across Jurisdictions.
- ☐ The determination of matters that can be resolved through Arbitration.
- ☐ The procedure to appoint an Arbitrator.
- ☐ The confidentiality of Arbitration Proceedings.

That's correct!

The correct answer is:
The determination of matters that can be resolved through Arbitration.

Q. What is the Status of the Award given by a Lok Adalat?

Select the correct option and then click on the "Submit" button.

- ☐ It can be appealed in Higher Courts.
- ☐ It is advisory in nature.
- ☐ It is Final, Binding, and deemed to be a Court's Decree.
- ☐ It is subject to review by the Arbitral Tribunal.

That's correct!

The correct answer is:
It is Final, Binding, and deemed to be a Court's Decree.

Q. Which of the following reflects the Flexibility of Arbitration?

Select the correct option and then click on the "Submit" button.

- ☐ Parties have no say in the Arbitration Process
- ☐ Parties can customize Rules and Procedures
- ☐ Arbitrators are assigned by the Court
- ☐ Formal Litigation Rules apply strictly

That's incorrect!

The correct answer is:
Parties can customize Rules and Procedures

Q. What is the time limit to challenge the appointment of an Arbitrator?

Select the correct option and then click on the "Submit" button.

- ☐ 7 days from becoming aware of grounds for challenge
- ☐ 15 days from becoming aware of grounds for challenge
- ☐ 30 days from becoming aware of grounds for challenge
- ☐ There is no time limit specified

That's incorrect!

The correct answer is:
15 days from becoming aware of grounds for challenge

Q. Which of the following is not a type of Mediation covered under Section 2(h) of the Mediation Act, 2023?

Select the correct option and then click on the "Submit" button.

- ☐ Pre-Litigation Mediation
- ☐ Online Mediation
- ☐ Court-Ordered Mediation
- ☐ Community Mediation



That's incorrect!

The correct answer is:
Court-Ordered Mediation

Q. Which statement is true about a Conciliation Officer's Authority?

Select the correct option and then click on the "Submit" button.

- ☐ They can force parties to accept their suggestions.
- ☐ They act as Arbitrators in disputes.
- ☐ They can enforce settlements unilaterally.
- ☐ They merely offer their services and suggest amicable solutions.

That's incorrect!

The correct answer is:
They merely offer their services and suggest amicable solutions.

Q. Which of the following Rules facilitates the Process of Mediation under the Companies Act, 2013?

Select the correct option and then click on the "Submit" button.

- ☐ Companies (Mediation and Conciliation) Rules, 2015
- ☐ Companies (Mediation and Conciliation) Rules, 2016
- ☐ National Mediation Rules, 2017
- ☐ Corporate Dispute Mediation Rules, 2018



That's correct!

The correct answer is:
Companies (Mediation and Conciliation) Rules, 2016

Q. Who appoints a Mediator in a Mediation Process?

Select the correct option and then click on the "Submit" button.

- ☐ Only the Court
- ☐ Only the Mediator Service Provider
- ☐ The Parties or a Mediation Service Provider
- ☐ The Government

That's correct!

The correct answer is:
The Parties or a Mediation Service Provider

Q. Which of the following best describes the nature of mediation?

Select the correct option and then click on the "Submit" button.

- ☐ Mediation is mandatory and determined by the court
- ☐ Mediation is imposed by a third party
- ☐ Mediation is compulsory for all disputes
- ☐ Mediation is voluntary and self-determined by the parties involved

That's correct!

The correct answer is:

Mediation is voluntary and self-determined by the parties involved

Q. What happens when Mediation fails to reach a settlement?

Select the correct option and then click on the "Submit" button.

- ☐ The Mediator forces a solution on the parties
- ☐ A Non-Settlement Report is prepared and submitted without revealing details about the reasons for failure
- ☐ The Mediator declares the dispute over and provides no further options
- ☐ The Mediator imposes a ruling and concludes the process

That's correct!

The correct answer is:

A Non-Settlement Report is prepared and submitted without revealing details about the reasons for failure

Q. Negotiation is most effective when:

Select the correct option and then click on the "Submit" button.

- ☐ Both parties are rigid in their demands
- ☐ One party dominates the discussion
- ☐ Both parties are willing to adjust and accommodate
- ☐ External authorities enforce a resolution

That's correct!

The correct answer is:

Both parties are willing to adjust and accommodate

Q. Why are Communication Skills considered key to successful Negotiation?

Select the correct option and then click on the "Submit" button.

- ☐ They allow one party to dominate the other.
- ☒ They ensure the Negotiation Process remains open and effective.
- ☐ They eliminate the need for compromise.
- ☐ They focus only on formal agreements.



These are Additional Questions for Practice

Final Consolidated MCQs on Arbitration (CA Final – SPOM Set C)

Section 1: Concept-Based MCQs

1. Introduction to Arbitration

1. Under which part of the Arbitration and Conciliation Act, 1996 are arbitration proceedings governed in India?
 - a) Part II
 - b) Part III
 - c) Part IV
 - d) Part I
2. What is the primary purpose of arbitration?
 - a) To increase litigation cases
 - b) To provide an alternative dispute resolution mechanism
 - c) To eliminate the need for contracts
 - d) To replace judiciary in India
3. Which UN body's model law influenced the Arbitration and Conciliation Act, 1996?
 - a) WTO
 - b) UNCITRAL
 - c) IMF
 - d) UNCTAD
4. The Arbitration and Conciliation Act, 1996 came into effect on:
 - a) 1st January 1996
 - b) 22nd August 1996
 - c) 15th March 1997
 - d) 10th December 1995

2. Arbitration Agreement

5. As per Section 7, an arbitration agreement must be:
- a) Verbal
 - b) In writing
 - c) Not required if both parties agree
 - d) Approved by the court
6. An arbitration agreement may be in the form of:
- a) An arbitration clause in a contract
 - b) A separate agreement
 - c) Both (a) and (b)
 - d) None of the above
7. Which of the following is NOT a valid arbitration agreement?
- a) A reference in a contract to another document containing an arbitration clause
 - b) A signed written agreement stating disputes will be arbitrated
 - c) A verbal agreement over the phone
 - d) An email exchange agreeing to arbitrate disputes

3. Conduct of Arbitral Proceedings

8. Who appoints an arbitrator in the case of an international commercial arbitration?
- a) District Court
 - b) Supreme Court
 - c) High Court
 - d) Any of the above
9. What happens if a party fails to submit their statement of claim under Section 25?
- a) Arbitration tribunal terminates proceedings

- b) The tribunal assumes their claim is admitted
 - c) The court takes over the case
 - d) The tribunal can impose penalties
10. What principle does Section 18 of the Act emphasize?
- a) Arbitrators can be biased
 - b) Only one party has a right to present its case
 - c) Equal treatment of parties and opportunity to present their case
 - d) None of the above
-

4. Making of Arbitral Award

11. Which of the following statements about an arbitral award is true?
- a) It is not binding on parties
 - b) It is equivalent to a court decree
 - c) It can only be challenged in lower courts
 - d) It does not require reasons
12. When does an arbitration proceeding terminate?
- a) When the arbitral tribunal gives its final award
 - b) When one party withdraws unilaterally
 - c) When the arbitrator resigns
 - d) When the court intervenes
-

5. Recourse Against Arbitral Award

13. Under which section of the Act can an arbitral award be set aside?
- a) Section 25
 - b) Section 34

- c) Section 42
 - d) Section 21
14. Which of the following is NOT a ground for setting aside an arbitral award?
- a) Invalid arbitration agreement
 - b) Lack of fair hearing
 - c) Disagreement with the arbitrator's decision
 - d) Arbitrator's bias
-

6. Finality and Enforcement of Arbitral Awards

15. As per the Act, an arbitral award is considered:
- a) Provisional and subject to appeal
 - b) Final and binding
 - c) Enforceable only if both parties agree
 - d) Always appealable
16. What is the key difference between arbitration and litigation?
- a) Arbitration is always cheaper
 - b) Arbitration allows parties to select decision-makers
 - c) Litigation has more flexibility
 - d) Courts are bound by arbitration awards
-

Section 2: Case Study-Based MCQs

7. Arbitration Agreement Validity

17. A contract states that parties "may" choose arbitration but can also pursue litigation. Is the arbitration clause valid?
- a) Yes, because it mentions arbitration
 - b) No, because it does not make arbitration mandatory

- c) Yes, because both parties signed the contract
 - d) No, because arbitration clauses must be in a separate agreement
-

8. Appointment of Arbitrator

18. If parties in an international commercial arbitration cannot agree on an arbitrator, who appoints one?
- a) High Court
 - b) District Court
 - c) Supreme Court
 - d) Arbitration Tribunal
-

9. Arbitrator's Impartiality and Challenge to Appointment

19. An arbitrator failed to disclose a previous business relationship with one party. What principle allows a challenge?
- a) Principle of contract enforcement
 - b) Doctrine of severability
 - c) Arbitrator's duty to disclose conflicts of interest
 - d) Principle of judicial review
-

10. Enforcement of Foreign Arbitral Awards

20. Under which international treaty can a UK-based company enforce a London arbitral award in India?
- a) Hague Convention
 - b) UNCITRAL Model Law
 - c) New York Convention
 - d) Geneva Convention
-

Final Answer Key

Q No.	Answer
1	d) Part I
2	b) To provide an alternative dispute resolution mechanism
3	b) UNCITRAL
4	b) 22nd August 1996
5	b) In writing
6	c) Both (a) and (b)
7	c) A verbal agreement over the phone
8	b) Supreme Court
9	a) Arbitration tribunal terminates proceedings
10	c) Equal treatment of parties
11	b) It is equivalent to a court decree
12	a) When the arbitral tribunal gives its final award
13	b) Section 34
14	c) Disagreement with the arbitrator's decision
15	b) Final and binding
16	b) Arbitration allows parties to select decision-makers
17	b) No, because it does not make arbitration mandatory
18	c) Supreme Court
19	c) Arbitrator's duty to disclose conflicts of interest
20	c) New York Convention