



**NATIONAL OPEN UNIVERSITY OF NIGERIA**  
**14/16 AHMADU BELLO WAY, VICTORIA ISLAND, LAGOS**  
**SCHOOL OF LAW**  
**JUNE/JULY 2013 EXAMINATIONS**

**COURSE CODE: LAW518**

**COURSE TITLE: ALTERNATIVE DISPUTE RESOLUTION**

**TIME ALLOWED: 3 Hours**

**INSTRUCTION: Answer any 5 questions. All questions carry equal marks**

1. Define arbitration  
What are the characteristics of international arbitration?
2. What is/are the advantages of arbitration over litigation?  
What matters may be settled by arbitration?
3. ABC entered into a contract with XYZ for the supply of computer accessories. After the second shipment XYZ breached the contract by not paying for the cost of shipment as stipulated under the contract. ABC submitted to arbitration in accordance with the provisions of the contract. While arbitration was going on, ABC alleged manslaughter of one of its staff and initiated corporate criminal proceedings against XYZ at the High court. XYZ contended that the matter be stayed as there was an arbitration clause in the agreement. Advise both parties.
4. Where there is an arbitration clause in a contract that is the subject matter of proceedings in court, the court will order a stay of proceedings and refer the parties to arbitration.  
Examine this statement in line with judicial and statutory authorities.
5. Explain the doctrine of autonomy and separability (or severability).  
Write short notes on:
  - a. Contractual theory
  - b. Party autonomy
6. What is the aim of the Model Law with respect to the challenge and replacement of arbitrators?
- ii. What is the primary consideration in the choice of venue for the hearing?
7. Singh Ltd. An Indian company entered into contract with a Nigerian company. In instituting an arbitral hearing, the Nigerian company insisted the hearing must take place in Yobe State where the contract was to have been entered into and chose Boko Cinema, 6p.m. which was the time for the evening film show. All the documents to be submitted by Singh Ltd is in German language. Advise the parties on :
  - a. The choice of arbitration;
  - b. The language of the documents to be submitted for arbitration;
  - c. The issue of payment of fees.

8. What are the factors taken into consideration in accepting documentary evidence in arbitration?
  - ii. What is an award?
9. What are the grounds for setting aside an award under the Model Law?