



NATIONAL OPEN UNIVERSITY OF NIGERIA
FACULTY OF LAW, DEPARTMENT OF COMMERCIAL LAW
Plot 91, Cadastral Zone, Nnamdi Azikiwe Express Way, Jabi – Abuja
2022_2 POP EXAMINATION

COURSE CODE: PPL517

COURSE TITLE: ALTERNATIVE DISPUTE RESOLUTION I

TIME ALLOWED: 3 HOURS

INSTRUCTION: ANSWER QUESTION 1 (COMPULSORY) AND ANY THREE (3) OTHERS. QUESTION 1 (ONE) IS FOR 25 MARKS, OTHERS ARE 15 MARKS EACH.

1. Nuella and Mirabelle are partners in the business of marketing of hospital equipment. The parties had entered into a five year agreement which contained the following ADR provision: “If the matter is not resolved through negotiation, the parties shall attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Dispute Resolution. However, an ADR procedure which is being followed shall not prevent any party from issue proceedings.” A dispute arose and Nuella commenced judicial proceedings without first attempting an ADR procedure. Mirabelle applied for a stay of action in order to enforce the ADR procedure. Nuella is of the view that negotiation is a form of ADR and having tried to use it to resolve the dispute without success, the court proceeding can be employed .
 - (a) Advise the parties
 - (b) Assuming both parties decide to employ an ADR procedure which of the ADR procedures do you think the parties will employ and why.

2.
 - (a) It has been argued in some quarters that the BATNA gives the negotiator more advantage than the ZOPA. Do you agree?
 - (b) Discuss the various types of disputes for conciliation.

3. Simeon and Buba entered into an oral agreement for Buba to supply Simeon's company Javik Ltd, 1000 cartons of coconut oil every week. Due to glut in the market, Simeon's company could not sell much during this season making Simeon to request Buba to suspend supplies temporarily. Buba refused arguing that on a visit to the company he found that Javik had started marketing coconut oil from another company. Simeon is not interested in court ordered mediation and has refused to participate. Advise the parties.

4. The development in Commerce in Nigeria cannot be attributed to ADR but to litigation since the scope of ADR is still limited. Do you agree with this assertion?

5. (i) In what ways are mini-trials different from arbitration.
(ii) What are the short comings of mediation procedure.

6. Sussan and Joyce are operating a thriving agro-business. The business involves production and export of special seedlings. Recently they had some disagreement that had to do with the genetic nature of the seedlings. Although their partnership agreement contained a conciliation clause, Sussan prefers the use of either litigation or Arbitration. Joyce may not mind the use of Med- arb. Advise Joyce.