



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: PPL518

COURSE TITLE: ALTERNATIVE DISPUTE RESOLUTION II

TIME ALLOWED: 3 HOURS

Instruction: ANSWER QUESTION 1 (ONE) AND ANY 3 (THREE) OTHER QUESTIONS. (QUESTION 1 (ONE) ATTRACTS 25 MARKS WHILE OTHERS ATTRACT 15 MARKS EACH)

- 1a. Earth Wind and Fire Global have completed arbitration proceedings with So Much To Live For Ltd. Satisfied with the award, they have engaged your services to pursue the recognition and enforcement of their award in London, Italy and Paris. Advise them on
 - i. The possibility of enforcing an award which was given in Nigeria in locations outside the country.
 - ii. Documents to be submitted at the enforcing court and when to submit them
- b. Where there are grounds for refusal, courts will always refuse enforcement of arbitral awards. Discuss.
- c. Justify the practice of narrow interpretation of grounds of refusal by enforcing courts.
2. Critique the Shorter Oxford English Dictionary definition of arbitration and suggest the most suitable of the secondary source definitions you know, giving reasons for your choice.
- 3a. What are the requirements to be fulfilled for state parties to the New York Convention to recognise and give effect to an arbitration agreement?
- b. Discuss the basic types of arbitration agreements, their elements and uses.
4. Discuss the arbitrability of a dispute arising out of the following scenarios giving reasons for your opinion:

- a. Makurdi and Nassarawa entered into an agreement for the supply of diesel to Nassarawa's country home. As part of the agreement there was an arbitration clause. Makurdi supplied adulterated diesel which resulted in Nassarawa's wife becoming asthmatic. When Makurdi came to clear out the diesel, Nassarawa's wife was sitting outside with her inhaler in her nose. Nassarawa was angry because Makurdi failed to acknowledge or apologise to his wife so he set his dogs on Makurdi. Makurdi has declared a dispute.
 - b. Chief Dede has engaged the services of Monsieur Malade to teach his children French. At Chief Dede's insistence, they entered into an arbitration agreement. Chief Dede applied for a French visa for his children electing for them to take the interview in French. During the interview, the children were unable to understand any of the questions and were refused a visa. He accused Monsieur Malade of fraud and locked him in his underground cell. Monsieur Malade's family have declared a dispute seeking his immediate release.
 - c. DJ Spin da Disc (DJ SdD) engaged the services of Biola Party Planners (BPP) to organise his album listening party. In the engagement letter which provided an arbitration clause, Biola was required to seek his approval before engaging any service providers. With his approval, she engaged Iya Abeokuta Caterers (IAC) to prepare the refreshments and Genesis Luminators (GL) to provide lighting for the event. Many of the guests at the event subsequently complained of running stomach after taking the refreshments and none of the flood lights came on throughout the night. DJ SdD accused BPP of breach of contract and declared a dispute. BPP contends that IAC and GL were personally approved by DJ SdD and should be parties to the dispute.
5. Define the term 'arbitral award' stating its requirements, recommended form, and purpose.
- 6a. What is the sole recourse against an arbitral award and who may be availed of this recourse?
- b. Only at the instance of parties to an arbitration may recognition and enforcement of an award be refused. Discuss with reference to relevant authorities.