



NATIONAL OPEN UNIVERSITY OF NIGERIA
PLOT 91, CADASTRAL ZONE, NNAMDI AZIKIWE EXPRESS WAY,
JABI, ABUJA
FACULTY OF LAW
2023_2 EXAMINATIONS

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)

1. Chidi and Iyabo are involved in the perfume oil business. The dispute resolution clause of their partnership agreement states that 'In the event of a dispute, same will be resolved finally by arbitration in Lagos pursuant to the Arbitration and Conciliation Act.' Following a dispute between the parties, Chidi appointed Gideon – his 16 year old British nephew who has been involved in the perfume oil business since the age of 13. Nana on her part applied to the High Court to request the appointment of an arbitrator. The court appointed Barrister Flash, Sisi and Alhaji Sulaimon (a well known perfume oil magnate, illiterate but multilingual in English, French, Arabic, Ibo and Yoruba) as arbitrators. Chidi and Iyabo wish to appeal the appointments on various grounds. They both contend that they cannot afford 3 arbitrators and would prefer only one. Also, Chidi is not happy that the court did not affirm his appointment of Gideon. Unknown to Iyabo, Sisi Oyoyo earlier dated her father in an adulterous relationship which ended on bitter note. Seeing Iyabo's surname brought back bitter memories and Sisi Oyoyo is concerned they may impact on her impartiality. On his own part, Barr. Flash contends that an illiterate person or someone without legal background is not qualified to arbitrate. Advise the parties.

2a. Some advantages of arbitration may also prove to be disadvantageous. With reference to the practical realities of expedition and cost in complicated international arbitrations, discuss the validity of this statement. (10 marks)

b. Neutrality is more of an advantage for national arbitrations than international. Discuss the validity of this statement. (5 marks)

3a. Justice Aristotle argues that the only express clauses in contracts where parties agree to submit future disputes to arbitration qualifies to be called an arbitration clause. Is he correct? (7.5 marks)

b. With reference to two Nigerian statutes, examine situations where arbitration may be non-consensual or compulsory, yet valid. (7.5 marks)

4. Discuss the validity of the following opinions

a. A party who tries to obstruct arbitration by failing to appoint an arbitrator only has himself to blame. He will have to pay damages for his delay and stubbornness.

b. Pending arbitration proceedings may run side by side with a fresh suit instituted in court on the same issues.

5. Discuss the conceptual theories guiding the choice of *lex arbitri*.

6. A party opposing recognition and enforcement can rely on and must prove one of five grounds'.
With the aid of relevant authorities, discuss any three of the grounds.