Russian Arbitration Center

at the Russian Institute of Modern Arbitration

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ARBITRATION PRACTICE

New Turn in Power Machines

The Singapore Court of Appeal's decision in the Power Machines case marked a significant step in the development of arbitration (***Vietnam Oil and Gas Group v. Joint Stock Company (Power Machines – ZTL, LMZ, Electrosila Energomachexport)*** [2025] SGCA 50), as it provided a clear answer to the question of whether remission of an arbitral award is permissible when the tribunal decided an issue that the parties had not raised and could not have foreseen.

The underlying dispute concerned the termination of a contract for the construction of a thermal power plant in Vietnam, governed by Vietnamese law, by a Russian power engineering holding company. In January 2018, Power Machines was listed in the US OFAC sanctions list, which paralyzed the work of subcontractors. The claimant then sent two contractual notices to the counterparty: first regarding force majeure, and then regarding non-payment of debt.

The SIAC tribunal found that sanctions did not constitute force majeure and upheld the main claims of Power Machines (*JSC Power Machines v. Vietnam Oil and Gas Group and PetroVietnam Technical Service Corporation*, SIAC Case No. ARB274/19/AB). However, in addition to this finding, the arbitrators also reached an independent conclusion that the second notice "replaced" the invalid first one.

Neither party had argued or requested consideration of such a "replacement" during the proceedings – the arbitrators' conclusion generally contradicted the positions of both parties. The claimant's position was that the first notice was valid, or that it did not affect the validity of the second. The respondent maintained that the contract had already been unlawfully terminated by the first notice. Thus, the replacement of the notice by the tribunal was its own initiative, going beyond the arguments presented by the parties. The Singapore High Court found this to be a breach of the fair hearing principle and remitted the case to the tribunal.

The Singapore Court of Appeal reversed this order, pointing to a key principle: remission is permissible only for correcting remediable procedural defects, but not when the tribunal has already developed a position on an issue that the parties had not raised. In such cases, there is a risk of predetermination (anchoring and confirmation biases). Moreover, the court noted that following the remission, the arbitrators took no action to actually correct the error, which raised doubts about their impartiality. The appellate court also noted that the arbitrators' actions grossly violated the principle of due process: the respondent was deprived of the right to be heard on this issue, as it could not reasonably have foreseen such a conclusion and present counter-arguments.

This resulted in an unprecedented decision: the Singapore Court of Appeal set aside not only the remission order but also partially the arbitral award itself in the disputed part.

Read

New Grounds for Public Policy Violation: No Place Like Home

The Commercial (Arbitrazh) Court of the North-Western District in its ruling of 21 November 2025 in case No. A42-5661/2025 upheld the refusal to recognize in Russia an arbitral award of the ICC International Court of Arbitration, as the tribunal comprised citizens of states designated as unfriendly by Russia. The cassation court found that enforcement of this award would contradict the public policy of the Russian Federation, and directly applied a presumption of bias of arbitrators who are citizens of unfriendly states.

The underlying dispute concerned a contract for the construction of the Lavna coal complex, under which GTLK JSC (with the Russian Federation as its sole shareholder) invested RUB 27.7 billion and paid advances for the supply and installation of equipment totaling approximately EUR 8.8 million to the sellers – Latvian AS LNK Industries and German Thyssenkrupp Industrial Solutions AG. After the introduction of the fifth EU sanctions package (Article 3k of Regulation No. 833/2014), which prohibited supplies and installation services for certain equipment to Russian persons, the sellers refused to perform their obligations. The contractual rights were assigned to Lavna Sea Trade Port LLC, which sought recovery of the advance payments through ICC arbitration in Amsterdam; however, the tribunal, which included citizens of the Netherlands and Singapore, rejected these claims (***Lavna Sea Trade Port LLC v. ThyssenKrupp Industrial Solutions AG and AS LNK Industries***, ICC Case No. 27633/GL/DTI).

The district court, reviewing the cassation appeal of AS LNK Industries against the ruling of the Commercial (Arbitrazh) Court of Murmansk Region, provided detailed reasoning for its position. The ruling stated that the jurisdiction of international commercial arbitration is based on the autonomous will of the parties and presupposes the impartiality of its composition. However, the court referred to the legal position of the Supreme Court of the Russian Federation, according to which the imposition of restrictive measures by foreign states for political reasons creates objective doubts about the possibility of fair proceedings in their territory. Since the Netherlands and Singapore have been designated as unfriendly states by Presidential Decrees of the Russian Federation, the court held that the lack of impartiality and objectivity of arbitrators with citizenship of these countries is presumed. Thus, the mere fact of constituting a tribunal that included citizens of unfriendly countries was treated as a circumstance casting doubt on the fairness of the process and, consequently, contrary to Russia's public policy. The court also rejected arguments about lack of jurisdiction and procedural violations, confirming the legitimacy of the prosecutor's application, who was acting within the framework of supervision over compliance with currency legislation.

Read

Arbitration Lessons from Minnesota: When Excessive Zeal by Arbitrators Leads to Vacatur

The US Eighth Circuit Court of Appeals vacated the lower court's decision to confirm an arbitral award in a case related to public statements by entrepreneur Mike Lindell about the US election interference (***Robert Zeidman v. Lindell Management LLC***, AAA Case No. 01-21-0017-1862). The court held that the American Arbitration Association (AAA) arbitrators exceeded their authority by going beyond the literal interpretation of the contract and creating new terms for the parties that were not previously in the agreement.

The underlying dispute concerned a public contest announced by Lindell's company Lindell Management LLC (LMC) under the slogan "Prove Mike Wrong." Participants were offered USD 5 million if they could prove that the data presented by Lindell about interference in the 2020 elections was unreliable. IT specialist Robert Zeidman, with 45 years of software development experience, submitted a report claiming that the

data was not related to elections and was not "packet capture data" (PCAP). The contest jury rejected his application, after which Zeidman initiated arbitration in accordance with the arbitration clause in the rules of the challenge. The AAA arbitrators, giving a narrow interpretation to the contest terms, concluded that Zeidman had met the contest requirements and ordered LMC to pay USD 5 million. The Minnesota District Court agreed with this decision.

However, the Eighth Circuit Court of Appeals reconsidered the conclusions, pointing to two fundamental errors by the arbitrators. First, the tribunal violated a key procedural rule of Minnesota law – the parol evidence rule, which prohibits the use of extrinsic evidence to interpret unambiguous contract provisions. The contest rules clearly required proof that the data "related to elections." Instead of limiting themselves to this text, the arbitrators turned to Mike Lindell's public statements made before the contest and advertising materials from his conference to interpret the term "related to elections," i.e., to extrinsic evidence. The court noted that since the wording of the rules was unambiguous, the parties' intent had to be derived exclusively from the literal interpretation of the document.

Second, and this follows from the first violation, the arbitrators exceeded their authority by essentially rewriting the contract terms. They ruled that to win the contest, the data had to be not only related to elections but also specifically in PCAP "packet" format. However, the requirement for "packet" format was absent from the rules. Thus, the tribunal added a new, previously non-existent condition, interfering with the allocation of rights and obligations that the parties themselves had established in their agreement, which is a direct ground for vacating an arbitral award under the US Federal Arbitration Act due to the arbitrators exceeding their powers.

Read

Dubai Tribunal Limits DIFC Courts' Jurisdiction over Enforcement of Arbitral Awards

The Dubai Conflicts Jurisdiction Tribunal (CJT) ruled on 2 September 2025 that where there is a pending application to set aside an arbitral award in the Dubai courts, the courts of the Dubai International Financial Centre (DIFC) may not hear an application for enforcement of such arbitral award.

The dispute arose between two oil trading companies registered in the Dubai Multi Commodities Centre (DMCC) free zone. After a SIAC tribunal rendered an award for USD 7.6 million in favor of 1Energin in June, the latter applied to the DIFC courts for orders to enforce the award and freeze Serene Resources' assets worldwide. In parallel, Serene filed an application to set aside the arbitral award in the Dubai onshore courts and applied to the CJT for resolution of the jurisdictional conflict.

The CJT acknowledged that formally both courts have jurisdiction to consider matters related to the arbitral award. However, the tribunal found that the Dubai onshore courts have "general jurisdiction" over arbitrations seated in Dubai and are the "most appropriate" forum for hearing applications to set aside and enforce such awards.

Key factors for denying jurisdiction to the DIFC courts were: the parties' lack of incorporation in the DIFC, the absence of an agreement on DIFC jurisdiction, and the location of assets subject to enforcement outside the DIFC. The tribunal emphasized that a specific connection to this financial center is required to justify DIFC jurisdiction.

The decision has provoked mixed reactions from experts. On the one hand, it confirms an important principle of UAE law: when an arbitral award is under review in the courts of the seat of arbitration, it cannot be recognized or enforced in other UAE courts. On the other hand, the decision may create uncertainty and conflicts with the 2021 decree, which made DIFC the default seat of arbitration for DIAC proceedings and granted the DIFC courts corresponding jurisdiction.

Practitioners note that the decision significantly narrows the traditional role of DIFC courts as a "conduit" for enforcement of arbitral awards. Award creditors will now need to more carefully assess jurisdictional risks before applying to DIFC courts. The question remains open as to whether DIFC courts can establish jurisdiction in situations where the losing party does not initiate setting aside proceedings in the courts of the seat of arbitration. The CJT decision is binding on all Dubai courts and represents part of ongoing efforts by the emirate's judicial system to more clearly delineate jurisdictions between onshore courts and DIFC courts.

Read

Singapore Court of Appeal Rules Courts Cannot Review Arbitral Institutions' Procedural Decisions

On 14 November 2025, the Singapore Court of Appeal in ***DMZ v DNA*** [2025] SGCA 52 confirmed that state courts may not review procedural decisions of arbitral institutions, when one party to SIAC arbitration proceedings decided to go beyond the standard challenge of arbitrators' decisions and attempted to challenge in state court a decision of the institution administering the dispute itself.

The dispute arose from five oil sale and purchase contracts, each containing a SIAC arbitration clause. On 24 June 2024, the claimant (DNA) filed a notice of arbitration. Two days later, SIAC requested clarification as to which of the five clauses the claims were based on. On 3 July, the claimant responded that it based its claims on all five clauses. On 9 July, the SIAC Registrar notified the parties of the commencement of arbitration and set the date of commencement as 3 July, the day when the notice became compliant with the SIAC Rules.

In its response, the respondent (DMZ) reported that the claimant had missed the limitation period of 1 July 2024. The claimant then asked the SIAC Registrar to change the commencement date to 24 June – the day the notice of arbitration was originally submitted to SIAC. Although the respondent objected to this change, the SIAC Registrar granted the claimant's request and changed the commencement date. The respondent then challenged this decision in state court, seeking to set it aside.

The court of first instance dismissed the claim. First, the court referred to Rule 40.2 of the SIAC Rules, under which the parties waive any right to challenge or review any decision of the Registrar in any state court or other judicial authority. The court also noted provisions of Singapore law (Article 5 of the UNCITRAL Model Law, which has force of law in Singapore), which prohibited state courts from intervening in arbitral proceedings in any cases except those expressly specified in the International Arbitration Act. The court noted that this Act does not contain provisions allowing the court to review acts of arbitral institutions. Finally, the judge noted that if the actions of an arbitral institution are indeed unlawful and would substantially affect the arbitral award, the party may apply to set aside the award due to procedural irregularity under Article 34(2)(a)(iv) of the UNCITRAL Model Law.

The respondent filed an appeal, asking the appellate court to consider the following:

(1) The provision on inadmissibility of judicial intervention in arbitral proceedings should be interpreted narrowly and applies only to relations governed by the International Arbitration Act; meanwhile, as the respondent argued, the activities of arbitral institutions and their bodies do not fall within such relations.

(2) Rule 40.2 of the SIAC Rules is not applicable as it restricts the party's right to seek judicial protection.

The appellate court disagreed with the respondent. The judges stated that the rule on inadmissibility of intervention in arbitral proceedings should be interpreted broadly and applies to any aspects of arbitration, including matters of interaction between the institution and the parties. The argument that Rule 40.2 of the SIAC Rules violates public policy was also rejected: thanks to the right to challenge the final award, the parties have the right to judicial protection against unlawful actions of arbitral institution staff.

Read

Time Limit for Challenging FOSFA Award Runs from Date of Award, Not Receipt

In *JSC "Kazan Oil Plant" v Aves Trade DMCC* [2025] EWHC 2713 (Comm), the English Commercial Court dismissed a Russian company's application to appeal a FOSFA arbitral award as filed out of time and refused to extend the time limit.

The dispute arose from a sunflower oil sale contract. The first-tier FOSFA arbitration rendered an award in favor of the buyer (Aves Trade) on 27 March 2024. The seller (JSC Kazan Oil Extraction Plant) appealed to the FOSFA Board of Appeal, which after hearings in London in December 2024 rendered its award on 26 March 2025, upholding the original decision.

On the same day, FOSFA notified the parties that the award was ready and that fees needed to be paid to obtain it. The Kazan Plant, being a Russian legal entity, faced difficulties in payment due to sanctions. Payment was made through an intermediary in the UAE on 8 April 2025, and the award was received on 10 April 2025.

The Kazan Plant's application to appeal the award under Section 69 of the Arbitration Act 1996 was filed on 8 May 2025 – 43 days after the date of the award and exactly 28 days after its receipt. Aves Trade then filed a strike out application on 18 June 2025, citing the Kazan Plant's failure to meet the 28-day deadline. In response, the Kazan Plant filed an alternative application for extension of time on 17 June 2025, in case the court found the deadline had been missed.

Under Section 70(3) of the Arbitration Act, an application must be filed within 28 days of the date of the award or, if the award was challenged through an internal appeal procedure, from the date of notification of the result of such appeal. Judge Bright clarified: the second part of the provision applies when the challenged award is itself subject to further arbitral review; if the appeal award is being challenged (as in this case), the time runs from the date of that award. Thus, the deadline expired on 23 April 2025. Extension of time under Section 80(5) was also refused. The court acknowledged that the delay from 26 March to 10 April (payment of fees under sanctions conditions) was excusable. However, the remaining 12 days were used inefficiently by the applicant: English lawyers were engaged only on 22 April, and the retainer was signed on 24 April. The argument about uncertainty in the application of Section 70(3) was rejected by the court, noting that after 15 years following the decisions in *UR Power GmbH v Kuok Oils & Grains PTE Ltd* (2009)

and *Asia Golden Rice Co. Ltd. v. PEC Limited* (2012), the practice is well established and an error in interpreting the provision is no longer excusable.

Read

English Arbitration Act Does Not Allow Challenges on the Merits Disguised as Procedural Irregularity

In *K1 & Ors v B* [2025] EWHC 2539 (Comm), the English Commercial Court (Mr Justice Knowles) refused an application to amend the grounds for challenging an LCIA arbitral award to include reference to Section 68(2)(g) of the Arbitration Act 1996.

The respondent (B) entered into a contract with two Kuwaiti and one Egyptian company (K1, K2, D) for the provision of services. Following a dispute over a success fee, B initiated LCIA arbitration seated in London and obtained an award for USD 3.2 million in its favor.

The companies initially filed an application to challenge the award under Section 67 (lack of jurisdiction). Subsequently, they sought to add an additional ground under Section 68(2)(g) – contradiction to public policy. The basis was an argument that the contract constituted a "contract for fraud," as it contemplated obtaining information from third parties through deception. However, during the arbitration, neither party had argued that the contract was fraudulent in nature.

The court dismissed the application, stating that Section 68 is a procedural remedy aimed at serious irregularities affecting the arbitral procedure and the conduct of the parties in the arbitration. It does not allow challenges to the correctness of the tribunal's conclusions on the merits of the dispute. The argument about the fraudulent nature of the contract relates to the substance of the claims and should have been considered by the tribunal, not the court under Section 68. By way of ***obiter dictum***, Mr Justice Knowles, referring to his own decision in *Federal Republic of Nigeria v Process & Industrial Developments Ltd* [2023] EWHC 2638 (Comm), noted that an application under Section 68(2)(g) could have been considered if the contract itself was part of an overall fraudulent scheme, the ultimate goal of which was to obtain an arbitral award. The court also distinguished between refusal to set aside an award and the question of its enforcement, noting that it leaves open the possibility of refusing enforcement on public policy grounds at the enforcement stage.

Read

Party That Did Not Participate in Arbitration May Challenge Jurisdiction Under Section 72(1) of the English Arbitration Act Without Time Limit

In *African Distribution Company S.a.r.L v Aastar Trading Pte Ltd* [2025] EWHC 2428 (Comm), the English Commercial Court (Mr Justice Tindal) refused to extend time for challenging a GAFTA arbitral award under Sections 67 and 68 of the Arbitration Act 1996, but left open the possibility of challenge under Section 72(1) without time limitation.

The Arbitration Act 1996 provides two regimes for challenging tribunal jurisdiction:

1. Sections 67 and 68 are available to parties that participated in the arbitration and are limited by a 28-day period from the date of the award.

2. Section 72 is addressed to parties that did not participate in the proceedings:

a. Section 72(1) allows them to challenge the existence of an arbitration agreement, the proper constitution of the tribunal, or the scope of the matters submitted by applying to court for a declaratory order, injunction, or other relief;

b. Section 72(2) refers to the general grounds for challenge under Sections 67-68 with the 28-day period.

The dispute arose because African Distribution Company (ADC), an Ivorian food importer, entered into a number of rice supply contracts with Singapore-based Aastar Trading, each containing a GAFTA arbitration clause. By late 2022, Aastar demanded full payment for rice supplied, while ADC insisted on discounts due to quality and delivery timing claims. In July 2023, Aastar initiated arbitration by sending a notice to ADC's general email addresses. ADC claimed it did not receive the notice (as it likely went to spam) and did not participate in the proceedings. On 21 February 2024, the arbitrator rendered an award in favor of Aastar. ADC only learned of the award on 8 July 2024 when Aastar initiated enforcement proceedings in Côte d'Ivoire, during which the award was formally served on ADC on 30 July 2024.

On 27 August 2024, ADC applied to the English court to set aside the award under Section 67 (lack of jurisdiction) and Section 68 (serious procedural irregularity), as well as for extension of the 28-day period under Section 80(5). Alternatively, ADC relied on Section 72(1). The court applied the criteria from ***Aoot Kalmneft v Glencore International A.G. and another*** [2001] and refused to extend time, stating that ADC had not acted sufficiently promptly and its position on the merits was only "arguable." The key factor was the availability of alternative relief under Section 72(1), which reduced the unfairness of refusal. By way of ***obiter dictum***, the court clarified that Section 72(1) is a standalone remedy not limited by the 28-day period and can be invoked both before and after an award is rendered. The court characterized it as a "safety-valve" for parties that did not participate in the arbitral process. The question of applying Section 72(1) in this case was referred for further consideration.

Read

Authority to Represent a Party "in Arbitration Proceedings" Does Not Include Authority to Initiate Them

The tribunal in ***UTL Global Projects & City Square Projects v. NHDA*** addressed a non-trivial question of whether a person acting under a power of attorney with authority to represent the principal "in all arbitration proceedings instituted in connection with the Project" may file a request to initiate new arbitration on behalf of the principal.

The dispute arose from a USD 300 million redevelopment project of the Bambalapitiya Flats residential complex in Colombo. In May 2017, the Sri Lankan National Housing Development Authority (NHDA) entered into a PPP contract with Singapore-based UTL Global Projects and Indian state company Engineering Projects India (EPI) as the "consortium of developers," as well as Sri Lankan SPV City Square Projects (CSP)

as the "developer." Under one provision of the contract, based on a Cabinet decision, the developer was required to invest USD 10 million in Sri Lanka within 4-6 weeks of signing the contract; non-performance would result in automatic nullity of the agreement.

In November 2017, EPI's board of directors declared the contract void, citing discrepancies between the signed and approved versions. Then in March 2019, NHDA terminated the contract due to failure to make the required payment.

In January 2021, ICC received a request for arbitration on behalf of three co-claimants – UTL, CSP, and EPI. The request was signed by Mr. Choudhari, a director of CSP, acting under a power of attorney from EPI dated 30 May 2017. In November 2021, EPI sent written notice to NHDA stating it did not consider itself a party to the arbitration and had not filed the request.

Sole arbitrator Bernard Hanotiau analyzed the wording of the power of attorney. He distinguished between two actions contemplated therein:

(1) instituting arbitration proceedings and

(2) representing in already existing proceedings.

The word "instituted" in the context of the power of attorney refers to proceedings that have already been commenced, not to the right to commence new ones. Referring to Sri Lankan case law on strict interpretation of powers of attorney, the arbitrator concluded that the power of attorney did not authorize Mr. Choudhari to file a request for arbitration on behalf of EPI. Accordingly, EPI was excluded from the claimants.

NHDA sought termination of the entire proceedings, citing fraud by UTL and CSP. The arbitrator, applying a heightened standard of proof requiring "clear and convincing evidence," noted that establishing fraud requires proof of intent to deceive, which NHDA failed to demonstrate: Mr. Choudhari may have been acting in good faith regarding the scope of his authority. The claimants' application to join EPI as a respondent was also denied: the ICC Rules do not provide for such a procedural option. In the final award rendered in November, the arbitrator found the contract void due to the claimants' failure to make the required payment within the specified period and ordered the claimants to pay USD 484,000, of which USD 50,000 was partial reimbursement of NHDA's legal costs.

Read

New Records: Moscow Arbitrazh Court Orders Joint Recovery of EUR 7.5 Billion from German Company, Law Firm, and Two Arbitrators for Violation of Anti-Arbitration Injunction

The Commercial (Arbitrazh) Court of Moscow (ASGM) granted an application by the Prosecutor General's Office of the Russian Federation and ordered joint and several recovery from German oil and gas company Wintershall Dea GmbH, law firm Aurelius Cotta specializing in international arbitration and representing the German company's interests, and two arbitrators of the Permanent Court of Arbitration in The Hague (Charles Poncet, Switzerland, and Olufunke Adekoya, United Kingdom) of EUR 7.5 billion for non-compliance with a court order prohibiting continuation of arbitration proceedings against Russia.

Wintershall Dea was a former strategic partner of Gazprom in a number of projects, including development of the Urengoy and Yuzhno-Russkoye oil and gas condensate fields, and an investor in the Nord Stream project. In January 2023, it announced plans to legally separate its international business from joint ventures with Russian participation and exit the Russian market. Then in December 2024, Wintershall Dea initiated international arbitration proceedings against the Russian Federation before the Permanent Court of Arbitration in The Hague (***Wintershall Dea GmbH v. Russian Federation (II)***, PCA Case No. 2024-42), claiming compensation for losses of at least EUR 7.5 billion under the ECT (which was not ratified by Russia).

The company claimed that it had suffered losses and lost the ability to conduct business in Russia as a result of Presidential Decrees Nos. 965 and 966 dated 19.12.2023, under which Wintershall was stripped of its stake in two major projects – the Yuzhno-Russkoye field and the Achimov deposits of Urengoy.

Russia in turn maintained that Wintershall Dea had independently terminated cooperation with Gazprom PJSC and joined EU sanctions, effectively voluntarily winding down its activities in the Russian market.

On 9 September 2025, the ASGM, in case A40-92702/2025, pursuant to the Prosecutor General's application of 15 April 2025 for anti-suit and anti-arbitration injunctions under Articles 248.1 and 248.2 of the Russian Arbitrazh Procedure Code, issued an order prohibiting Wintershall Dea, law firm Aurelius Cotta, and the PCA arbitrators from continuing the arbitration on all matters related to the Presidential Decrees of the Russian Federation, including the case in The Hague, setting a monetary amount payable for violation of the prohibition at EUR 7.5 billion. The Prosecutor General's Office withdrew its claims against the remaining tribunal's arbitrator Hamid Gharavi due to his resignation and termination of authority from 5 May 2025.

Later, the Russian Ministry of Energy filed a cassation appeal with the Commercial (Arbitrazh) Court of Moscow District (ASMO), requesting that the first instance court's ruling be amended without remanding the case for reconsideration, supplementing it with an assessment of arguments about the "close and inextricable connection of arbitrators with unfriendly states."

At the same time, after the anti-arbitration injunction came into force, arbitrators Poncet and Adekoya (in a truncated tribunal) continued the proceedings: they issued procedural orders that, among other things, ordered Russia to discontinue the case in the Moscow court. Wintershall also filed applications in the DIFC court for enforcement of the tribunal's procedural orders (cases No. ARB-025-2025 and ARB-041-2025). In response, the Prosecutor General's Office filed a new application – now for recovery of EUR 7.5 billion for violation of the said injunction.

The ASMO, having reviewed the Ministry of Energy's cassation appeal, upheld the first instance court's ruling and provided the following additional reasoning in its ruling:

The PCA "openly takes a hostile position towards the Russian Federation and its residents," as PCA Secretary-General Marcin Czepelak "deliberately creates a biased and hostile attitude towards Russia and its residents among the public and PCA staff," which "...creates significant restrictions on Russia's ability to exercise its rights and contradicts PCA's status as a neutral arbitration institution";

Charles Poncet does not meet the "high moral and ethical standards of international arbitrators": in 1996 he was sentenced by an Italian court to 2 years suspended for perjury, which led to the annulment of an ICSID award in which he participated as arbitrator (***Rockhopper Exploration Plc, Rockhopper Italia S.p.A. and Rockhopper Mediterranean Ltd v. Italian Republic***, ICSID Case No. ARB/17/14). Charles Poncet also "openly demonstrates a biased attitude towards people of other cultural and national backgrounds," as evidenced by his challenge in ***Crescent Petroleum Company International Limited, Crescent Gas Corporation Limited v. National Iranian Oil Company***, PCA Case No. 2019-03, on grounds of "intolerance towards Muslims." The court noted that Muslims are an integral part of the multinational people of Russia;

Olufunke Adekoya also does not possess the "moral and ethical qualities of international arbitrators" due to his membership in the International Bar Association (IBA), whose website contains publications condemning Russia's position in connection with the current political situation.

Ultimately, the ASMO concluded that the ASGM's injunction against continuing the arbitration had been violated, which restricts the Russian Federation's access to objective, fair, impartial, and unbiased proceedings, and issued an order for joint and several recovery from the arbitrators, law firm, and oil and gas giant in favor of the Russian Federation of EUR 7.5 billion at the Bank of Russia exchange rate on the date of payment.

Read

Awards Rendered Under the Washington Convention Cannot Be Assigned

The High Court of England and Wales in ***Operafund Eco-Invest SICAV PLC, Schwab Holding AG v Kingdom of Spain*** [2025] EWHC 2874 (Comm) analyzed whether the right to collect under an ICSID arbitral award can be sold to third parties and reached a negative conclusion. Interestingly, this conclusion is diametrically opposed to the position taken by US and Australian courts in cases involving intra-EU arbitration.

The dispute arose after investment funds OperaFund and Schwab invested in Spanish renewable energy projects between 2008 and 2009, relying on government subsidies that Spain subsequently abolished. As a result, the investors initiated ICSID arbitration under the ECT (***OperaFund Eco-Invest SICAV PLC and Schwab Holding AG v. Kingdom of Spain***, ICSID Case No. ARB/15/36), winning EUR 29.3 million in 2019. In 2021, the investors obtained registration of the arbitral award in England under the Arbitration (International Investment Disputes) Act 1966 to give the award the same legal effect as a High Court judgment. Then in January 2024, OperaFund assigned "all rights, interests and benefits" under the ICSID award to Blasket and asked the English court to substitute Blasket as claimant.

Spain, which had sought to set aside registration of the arbitral award in England from the outset, objected to the substitution, arguing that rights under ICSID awards cannot be assigned. High Court Justice Pelling

KC agreed with the Spanish Kingdom. His reasoning: Article 54(2) of the Washington Convention speaks of the right of a "party" to seek enforcement, and a party to arbitration and a debt purchaser are different persons. The Convention was created to protect investors in relations with states, not for free circulation of arbitral awards. Registration in England is merely a procedure and does not transform the award into an ordinary debt that can be assigned. The court also noted that allowing free assignment would result in participation in enforcement proceedings by persons not contemplated by the ICSID Convention and would lead to "random results" depending on the jurisdiction of registration. The investors cited the principle of estoppel from US and Australian decisions that allowed assignment. The judge did not find them persuasive: the US decision (***Blue Ridge v Argentina***) applied national law instead of the Vienna Convention on the Law of Treaties, and the Australian decision (***Blasket Renewable Investments LLC v The Kingdom of Spain*** [2025] FCA 1028) had not yet come into effect at the time of the substitution application.

Nevertheless, judging by the fact that the judge granted leave to appeal, the issue is not closed and may arise again soon.

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Wrong Bet in Two Investment Arbitrations against Ecuador

Ecuador achieved two significant victories in investment arbitrations in December 2025, securing jurisdictional dismissals of claims totaling approximately USD 366 million related to the gambling ban in the country following the 2011 referendum.

In the first case, ***Santiago Romero Barst and María Auxiliadora Rodríguez v. The Republic of Ecuador***, PCA Case No. 2023-23, a married couple with dual Italian-Ecuadorian citizenship, former casino operators (until 2011 they owned 3 casinos in Guayaquil, as well as bingo halls and gaming halls), claimed compensation of over USD 152 million, alleging violation of the FET standard, denial of justice, and unlawful expropriation. However, the tribunal, acting under UNCITRAL Arbitration Rules and administered by the Permanent Court of Arbitration, declined jurisdiction by majority. The key ground was the finding that the claimants' dominant and effective nationality was Ecuadorian, not Italian, which deprived them of protection under the Italy-Ecuador BIT. The state was able to demonstrate the claimants' substantial ties to Ecuador, and the arbitrators also found an abuse of rights in their actions.

The award in ***Lynton Trading LTD. v. The Republic of Ecuador***, PCA Case No. 2023-20, was also recently published. In this dispute, a gaming company registered in Nevada claimed USD 214 million, also challenging the gambling ban. The majority of arbitrators upheld Ecuador's jurisdictional objection based on the denial of benefits clause in the terminated US-Ecuador BIT. The tribunal found that at the legally relevant moment – the date of commencement of arbitration – Lynton Trading was not conducting "substantial business activity" in the US. Moreover, as it turned out, the company's license in Nevada had expired in 2011, and the company itself was struck off the register in 2012 and only restored its status in August 2023, when the arbitration was already in full swing. This deprived it of protection under the BIT. A dissenting arbitrator disagreed with the decision, pointing to what he considered an erroneous interpretation of Nevada law and the existence of a beneficial owner residing in the US.

Read

ICSID Tribunal Rules Azerbaijan Cannot Detain Investors' Representative in the Country Under Pretext of Criminal Investigation

ICSID arbitrators in ***Libra LLC and others v. Republic of Azerbaijan***, ICSID Case No. ARB/23/46, denied Azerbaijan's application for reconsideration of provisional measures and awarded the claimants interim costs for non-compliance with the order imposing them. The arbitrators also analyzed under what conditions an ICSID tribunal can reconsider a previously issued provisional measures order and what sanctions a tribunal may impose for a state's non-compliance with provisional measures.

The dispute arose in connection with the claimants' real estate investments in Azerbaijan under the Azerbaijan-UK BIT. After the arbitration commenced, local authorities prohibited the director of three Azerbaijani claimant companies, Eran Muduroghlu, from leaving the country in connection with tax violations. Although some restrictions were found to be unfounded, including by local Azerbaijani courts, the travel bans remained in place. The companies themselves (Libra and Neptun) were also subject to tax audits and freezing of bank accounts. The claimants treated these measures as retaliatory actions aimed at obstructing the arbitration.

On 2 July 2025, the tribunal, applying a four-part test (***prima facie*** jurisdiction, necessity, urgency, and proportionality of measures), concluded that lifting the bans was justified and issued a provisional measures order (PMO) requiring Azerbaijan to lift all travel bans against Mr. Muduroghlu. One month later, Azerbaijan reported that it would lift the bans related to tax claims against Neptun but could not comply with the PMO regarding the ban related to the criminal investigation against Libra. Moreover, the state applied for reconsideration of the PMO; the claimants in turn sought sanctions against Azerbaijan.

The tribunal confirmed that the PMO covers all five travel bans, including the one related to the criminal investigation. The wording of the order – "immediately take all necessary measures to lift the restrictions" – is "clear and unambiguous." Furthermore, the arbitrators noted that if the state had doubts, it should have immediately sought clarification rather than waiting 6 weeks.

The tribunal, citing ***Nova Group v. Romania*** and ***First Majestic v. Mexico***, stated that reconsideration of provisional measures requires a "material change in circumstances undermining the fundamental basis of the original order." An application for reconsideration cannot be a way to re-litigate the tribunal's decision. Since Azerbaijan did not point to a change in circumstances but merely cited the legal consequences of lifting the bans under national law (an argument the state had not raised earlier), the arbitrators dismissed the state's application.

In the tribunal's view, ICSID provisional measures are binding despite the use of the word "recommend" in Article 47 of the Washington Convention, and Azerbaijan clearly violated the PMO. However, the arbitrators expressed doubts about their authority to impose daily penalties or suspend the state's participation in the arbitration, and also found such measures disproportionate. Suspension of participation "would raise serious due process concerns." Nevertheless, the tribunal found justified the request for an interim costs order in favor of the claimants and invited the parties to submit calculations. Finally, the tribunal denied the claimants' request for permission to unilaterally transmit their procedural documents to the press and diplomatic representatives, as this would contradict the procedural order on confidentiality and would not reflect the full picture of the dispute. However, the arbitrators clarified that Mr. Muduroghlu is entitled to discuss his situation with consular and diplomatic representatives, provided this does not exacerbate the dispute.

Read

ADR NEWS

RIAC 2026 Dates Announced

We are pleased to announce that the next Russian International Arbitration Congress (RIAC) will take place from 21 to 27 September 2026. RIAC aims to bring together lawyers, both academics and practitioners, from around the world to discuss the evolution of international arbitration. The Congress program includes:

- the Main RIAC Conference (22 September);
- Satellite events from Congress partners (21, 23-25 September);
- Informal events and cultural program (21-27 September).

Information on partnership terms is available on the official RIAC website.

Read

Guide to Drafting Cascade Clauses

The RAC team has prepared a Guide to Drafting Cascade Arbitration Clauses (available in Russian). A cascade clause is a flexible mechanism allowing parties to agree in advance on terms for transferring proceedings to a more convenient arbitral institution or state court. The Guide describes how to draft the two key elements of cascade clauses: the trigger event and the cascade transition. The Guide remains practice-oriented and includes fictional examples of both successful clauses and those that may lead to difficulties later.

Read

Registration Opens for 16th Moscow Pre-Moot of the Willem C. Vis Competition

The Russian Institute of Modern Arbitration (RIMA) has announced the opening of registration for teams and arbitrators for the 16th Moscow Pre-Moot dedicated to the 33rd Willem C. Vis International Commercial Arbitration Moot. This year, the Moscow Pre-Moot will take place on 14-15 February 2026 in English in an online format.

The Willem C. Vis International Commercial Arbitration Moot is one of the largest and most prestigious student competitions in international commercial arbitration. Every year it brings together hundreds of teams, students, and arbitrator-practitioners from around the world.

Read

Second Edition of ICCA Guide on Interpretation of the New York Convention Published in Russian

The International Council for Commercial Arbitration (ICCA) has released the second edition of the Guide on Interpretation of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (New York Convention) – the main international instrument in the field of enforcement of foreign arbitral awards.

The Guide was officially presented at the 2024 ICCA Congress in Hong Kong. Its translation into Russian and review was carried out by Roman Zykov and Vladimir Khvalei. The updated edition includes updated case law, expanded coverage of the most-favorable-right provision (Article VII of the Convention), and a new section on stay of enforcement of an arbitral award pending setting aside proceedings at the seat of arbitration (Article VI of the Convention). The Guide serves as a practical manual for judges and aims to promote uniform application of the Convention in 172 member states.

Read

AAA-ICDR Launches New AI-Assisted Tool in Arbitration

The American Arbitration Association together with the International Centre for Dispute Resolution (AAA-ICDR) has announced the launch of an AI arbitrator for handling small construction disputes. From November 2025, parties will be able to mutually agree to select a format where case consideration will be assisted by artificial intelligence. AI use is possible only with the consent of both parties; in its absence, the dispute will be considered in the usual manner.

The AAA-ICDR AI arbitrator cannot make decisions independently; it functions within a "human-in-the-loop" framework: the arbitrator will use AI to analyze dispute materials and prepare a draft award while maintaining full control over its final content.

Currently, the procedure is only available for construction disputes considered on documents only without hearings and with claim amounts up to USD 25,000. Such cases are typically technically complex but uniform and data-intensive. The AI is trained on logical models formed from analysis of over 1,500 construction cases. It can analyze and systematize positions and evidence presented by the parties and even prepare a draft arbitral award, which the arbitrator then reviews and approves.

According to AAA estimates, implementing the AI arbitrator will reduce parties' costs by 30-50% and increase access to arbitration for participants who previously could not afford legal representation. According to AAA-ICDR President Bridget Mary McCormack, 92% of Americans cannot afford legal assistance in civil disputes, which is why many simply give up on protecting their rights. Reducing the cost and complexity of

arbitration through AI can make dispute resolution accessible for thousands of cases that would otherwise go unheard.

Nevertheless, the new AI model raises a number of legal questions. In this regard, AAA-ICDR has published a special guide emphasizing that the arbitrator bears full responsibility for the final arbitral award, and AI should be viewed exclusively as an auxiliary tool.

Read

Opening of Baku Arbitration Center

In the capital of Azerbaijan, as part of the Azerbaijan Arbitration Days, an international event was held dedicated to the opening of the Baku Arbitration Center (BAC). The institution positions itself as a new regional hub for resolving commercial disputes with a focus on construction, energy, transport, and logistics.

The event, attended by more than 600 people, including more than 70 leading specialists, lawyers, government officials, and distinguished foreign guests, aimed to exchange knowledge between arbitration professionals within a dynamic platform for ADR development in Azerbaijan.

The president of BAC is Franco-Azerbaijani lawyer Kamalia Mekhtieva – a professor of law at the University of Paris, founder and president of the Azerbaijan Arbitration Association, and one of the drafters of the country's new arbitration legislation. The center's list of arbitrators includes LCIA President Maxi Scherer, former ICC President Alexis Mourre, Swiss arbitrator Wolfgang Peter, and others. The BAC Rules will soon be available in Azerbaijani, Turkish, Russian, French, Italian, and Persian.

Read

Milan Chamber of Arbitration Creates Working Group on Life Sciences Disputes

The Milan Chamber of Arbitration (CAM) held its annual conference on 27 November 2025 dedicated to the growing role of arbitration in the life sciences sector. The event brought together more than 140 participants from international law firms, academia, and industry to discuss the most effective dispute resolution methods in this dynamically developing field. According to a survey conducted during the conference, 97% of participants agreed that ADR can effectively support the growth and competitiveness of the life sciences industry. Following the conference, the creation of a special working group was announced to study optimal forms of ADR in this sector.

The life sciences sector plays a central role in the Italian economy with annual turnover of EUR 16 billion, with Milan accounting for 31.3% of the national market. Over the past 10 years, the number of arbitration cases at CAM has grown by 25%, reaching a total value of EUR 2.3 billion, confirming the industry's growing interest in alternative dispute resolution.

Experts highlighted key advantages of arbitration for the life sciences sector. Confidentiality is critically important in an environment with sensitive product and research information. Speed and flexibility of procedures ensure business continuity and prevent disruptions in supplies of critical medical goods. The ability to

select arbitrators with specialized expertise becomes a decisive factor in resolving technically complex disputes. Arbitration also provides greater predictability of outcome compared to litigation.

Special attention was paid to expanding the boundaries of arbitrability in two key areas. In product liability, the new EU regulation introduces revolutionary changes, including digital products (software, AI systems) within the scope of regulation, expanding the circle of potentially liable persons, and recognizing new types of harm, including psychological. In patent disputes, a breakthrough will be the launch in 2026 of a new Mediation and Arbitration Center with offices in Ljubljana and Lisbon, which should stimulate the use of arbitration at the pan-European level.

Practitioners also shared important observations. Clarity of wording is critical for royalty and data management issues, but deliberate ambiguity may be justified in some contractual provisions, such as when using "commercially reasonable efforts," where excessive specificity may cause more harm than good in rapidly changing circumstances. In health injury disputes, mediation is sometimes preferable to arbitration, as victims often value acknowledgment of error more than monetary compensation. Experts must be able to translate complex technical data into language understandable to arbitrators for effective dispute resolution.

Read

ICC-FIDIC 2025 Conference on International Construction Contracts and Dispute Resolution

The ICC-FIDIC 2025 Conference on International Construction Contracts and Dispute Resolution took place on 14-15 October and brought together 273 participants from 60 countries. This year the event was held in an updated format: participants could choose registration for both days of the program or only one of them. This flexible approach allowed better accommodation of the audience's professional interests.

The first day of the conference was filled with panel discussions where experts discussed current issues of the international construction market and trends in dispute resolution. The second day was devoted to practical work – a training session of the Dispute Avoidance/Adjudication Board (DAAB) was held, which generated great interest among specialists working at the intersection of contract management and arbitration procedures.

A separate session of the conference was dedicated to construction disputes in Sub-Saharan Africa. Speakers examined the features of contractual frameworks for Offshore Wind Projects and discussed the impact of extreme weather conditions on project timelines and costs in accordance with FIDIC standards.

Read

Conference "Egypt Arbitration Law After 30 Years: A National Review Through Comparative Lens" at Egypt Arbitration Days

On 15 October 2025, an event organized by the Cairo Regional Centre for International Commercial Arbitration (CRCICA) in cooperation with the CIArb Egypt Branch was held in Cairo.

The conference was dedicated to the 30th anniversary of Egypt's Arbitration Law, as well as the evolution and practice of the Egyptian arbitration system. Valeria Senatorova, Director of RAC, spoke at Session 2 "Arbitration Law and Arbitral Institutions."

Leading lawyers, arbitrators, academics, and representatives of arbitral institutions analyzed the development of legislation in this jurisdiction over the past three decades: through expert discussions, participants were able not only to assess the current state of arbitration in Egypt but also to identify potential ways to modernize the legislation and bring it into line with best global practices. Speakers also examined how Egyptian arbitration legislation has influenced the domestic and regional dispute resolution system and how it compares to international standards and emerging practice in other jurisdictions.

The CRCICA conference was held as part of Egypt Arbitration Days, Egypt's largest international conference, which took place from 13 to 16 October in Cairo.

Read

Construction Legal Forum – 2025

On 22 October 2025, the annual Construction Legal Forum was held in Moscow, bringing together leading experts and thought leaders of the Russian legal market, including representatives of major industrial and construction companies, as well as the public sector. Forum speakers included representatives of the Russian Ministry of Construction, the State Duma, and major market participants: GK Samolet, GK ETALON, GK PIK, Capital Group, GK Summa Elementov, AVTOBAN, GMK Norilsk Nickel, Inter RAO, Gazpromneft, GK SPEKTRUM, Sibur, Sber, VTB, and others.

The focus was on issues of contractual architecture and litigation in construction, bankruptcy, legal risks of design and financing. Participants were also able to comprehensively consider criminal, tax, and administrative risks, and discussed arbitration in the construction industry.

Read

Seoul ADR Festival 2025

The program of the Seoul ADR Festival 2025, held from 27 to 31 October, included a special session "Arbitration Across Generations" dedicated to the impact of intergenerational interaction on arbitration outcomes and conduct.

Additionally, the 14th Asia Pacific ADR Conference "Unveiling Excellence in Arbitration" was held as part of the festival. This year also saw the launch of the first-ever Asia Civil Law Summit, aimed at discussing the future of arbitral institutions in civil law countries.

Read

Forum "The Future of International Commercial Courts: Towards Transnational Justice"

At the forum "The Future of International Commercial Courts: Towards Transnational Justice," held on 6 November in Bahrain, participants heard presentations from judges from the United Kingdom, Bahrain, Singapore, and Trinidad and Tobago, with participation from renowned experts and practitioners.

During the discussion, speakers addressed modern approaches to resolving international commercial disputes, examined the interaction between international courts and arbitration, and analyzed the dynamics of international judicial practice development.

The event was organized by the Bahrain International Commercial Court (BICC), Bahrain Chamber for Dispute Resolution (BCDR), and Global Justice Bay (GJB)

Read

Dubai Arbitration Week 2025

From 10 to 14 November, one of the most intensive and well-attended arbitration events in the world took place – Dubai Arbitration Week (DAW). More than 170 events and 2,000 participants were united by their interest in arbitration, as well as the organizers – the Dubai International Arbitration Centre (DIAC).

Read

RAC Event at Dubai Arbitration Week 2025: "Dialogue with Judges: Cross-Cultural Exchange on Judicial Support in Arbitration"

On 13 November 2025, the panel discussion "Dialogue with Judges: Cross-Cultural Exchange on Judicial Support in Arbitration" was held, continuing the series of RAC events with representatives of the judiciary from various jurisdictions. During the open dialogue, speakers conducted a comparative analysis of their judicial experience and addressed issues of court interaction with arbitration, focusing on both regional trends and global developments.

The session was moderated by Professor Mohamed Abdel Wahab, founding partner of Zulficar Partners (Egypt) and member of the RAC Presidium. Event speakers included:

- Dr. Ahmad Alkhamis, retired judge of the Ministry of Justice of the Kingdom of Saudi Arabia, managing partner of Harasani Alkhamees (Saudi Arabia);
- Dr. Ismail Burhan Amrallah, Judge of the Court of Cassation (Egypt);
- Dr. Pinky Anand, Judge of the Bahrain International Commercial Court, Senior Advocate of the Supreme Court of India, former Additional Solicitor General (India);

- Justice S. Ravindra Bhat, retired Justice of the Supreme Court of India, retired Chief Justice of the Rajasthan High Court, retired Justice of the Delhi High Court (India);

- Justice Mohammed Ali Salama, member of the Dubai Court of Cassation Judges' Commission (UAE).

Read

LGP Middle East Event "EU Law and International Arbitration in Focus: Overview of 2025 Developments"

On 11 November, the LGP Middle East law firm event "EU Law and International Arbitration in Focus: Overview of 2025 Developments" was held. Speakers discussed the impact of the 18th EU sanctions package on arbitration, enforcement of arbitral awards in sanctions disputes, challenges faced by arbitral institutions, and opportunities for dispute resolution. Valeria Senatorova, Director of RAC, was among the event speakers.

Read

BRICS+ New Economy Legal Forum

In addition to RAC's annual session with judges from various jurisdictions, the BRICS+ New Economy Legal Forum was also held on 13 November. During the session, speakers discussed arbitration development in BRICS countries. Speakers, including RAC Director Valeria Senatorova, talked about enforceability of arbitral awards, judicial support for arbitration, and the growing role of arbitral institutions.

Read

Arbitration Auction

BREVIA Law Offices organized an arbitration auction as part of DAW, where each arbitral institution presented to the audience innovations in administration that the center promotes in its activities. The Russian Arbitration Center was represented at the auction by Yulia Mullina, one of RAC's founders and currently CEO of the Centre for International Legal Studies (ICLRC).

Read

Navigating a New Reality: Arbitrating Commercial and Investment Disputes in a Deglobalizing World

At the Cardinals law firm event "Navigating a New Reality: Arbitrating Commercial and Investment Disputes in a Deglobalizing World," speakers, including Yulia Mullina, CEO of ICLRC, also discussed the role of arbitral institutions in effective dispute resolution in the new reality in the era of restrictive measures and sanctions.

Read

Pravo.Ru Article "We See Growing Interest from Foreign Companies in Arbitration in Russia"

Following Dubai Arbitration Week, Valeria Senatorova, Director of RIMA and RAC, shared with Pravo.Ru her views on cooperation opportunities with foreign centers, foreign companies' interest in arbitration in Russia, and arbitration trends in general.

According to Valeria, RAC develops two areas of cooperation with foreign institutions:

(1) logistical support – providing hearing rooms for arbitrations administered abroad;

(2) financial cooperation – holding funds in RAC's account for security for costs in foreign proceedings when the Russian party faces difficulties providing security abroad.

RAC notes that the number of disputes involving foreign parties in RAC and other Russian institutions is growing. For a foreign counterparty, arbitration in Russia increases the chances of enforcing the award in Russian courts. Parties often choose a compromise option: a Russian institution with a foreign seat of arbitration.

The RAC Director also noted the "regionalization" of arbitration: instead of traditional centers, parties increasingly turn to local institutions if the dispute is connected to a specific jurisdiction. Reasons for this include access to experts in local law, individualized approach, and logistics efficiency.

Finally, Valeria reported that the vast majority of Russian arbitral institutions' awards are enforced in Russia without obstacles. Point refusals concern disputes involving companies from "unfriendly" states; however, judicial practice on this issue continues to develop.

Read

45th ICC Institute Conference

On 14 November 2025 in Paris, the 45th annual conference of the ICC Institute of World Business Law on "Monetary Remedies in International Arbitration" was held. During the event, speakers discussed how monetary remedies are assessed, justified, and awarded in international arbitration. Drawing on various legal systems and practical experience, panelists also examined fundamental principles of arbitration, contractual

remedies, long-term agreements, as well as contemporary legal issues such as damages in environmental and competition law.

Read

RAA Annual Conference "Arbitration Map of the World: Where Do Disputes Go?"

On 27 November 2025, the annual conference of the Russian Arbitration Association (RAA) "Arbitration Map of the World: Where Do Disputes Go?" was held. During the event, experts discussed key changes in international arbitration, including trends in partial and full setting aside of awards by state courts, reasons for refusal of recognition and enforcement of arbitral awards, growing requests for change of dispute resolution venue, analysis of alternative jurisdictions, and the impact of the Association's Anti-Sanctions Arbitration Protocol on risk reduction. Additionally, conference participants discussed transformation of international business for Russian participants, mechanisms for tracing and freezing assets in China, India, and Gulf countries.

Read

XVII ICC Russia Arbitration Conference

On 2 December in Moscow, the XVII annual ICC Russia Arbitration Conference was held, with participants from 15 countries, including Southeast Asia, the Middle and Far East, Australia, USA, UK, Switzerland, Austria, and others. The ICC Russia Arbitration Conference year after year serves as a reliable platform for open dialogue about the present and future of dispute resolution. This year, speakers focused on current issues of international arbitration: sanctions, restricted access to legal assistance and fee payments, new risks of enforcement abroad, as well as challenges and opportunities related to artificial intelligence.

Read

Young IMA Masterclass on Tactics for Handling Construction Disputes in Arbitration

On 5 December 2025, Denuo law firm opened its doors for attendees of the masterclass "Tactics for Handling Construction Disputes in International Commercial Arbitration" by partner and head of the international arbitration and litigation practice Andrey Panov. The masterclass was moderated by Ksenia Stepanova, co-chair of Young IMA, head of the Committee on Construction and Energy Disputes Arbitration, and lecturer at the MGIMO Department of Private International Law.

In his presentation, Andrey Panov discussed the types of disputes arising in the construction sector and the specifics of their resolution, listed dispute resolution methods and dwelt on each in detail. Attendees learned about the advantages and disadvantages of negotiations, mediation, expert determination, adjudication,

dispute resolution boards (DRB), and arbitration. Andrey Panov also shared practical tips on drafting arbitration clauses for construction contracts: choice of arbitration rules, seat and language of arbitration, special conditions for conducting proceedings, etc.

Read

Registration Opens for RIMA Arbitrators Academy 2026

RIMA has announced the opening of registration for the next Arbitrators Academy – an intensive course designed for experienced professionals who wish to receive arbitrator appointments in the future. The third Academy course will cover a wide range of substantive and procedural law issues from the conclusion of the arbitration agreement to the rendering of the arbitral award.

As part of the course, invited speakers will share their experience in resolving complex procedural issues: arbitrator selection and interviewing, conflict of interest assessment, structuring the case and oral hearings, working with witnesses and experts, examining evidence and document production, and requirements for arbitral awards.

In 2026, the Academy will run from January to May, once a month on weekends (current schedule available on the website). Each module can be attended separately or the entire course can be purchased. The introductory lecture "General Principles of Arbitration: An Arbitrator's Perspective" will take place on 24 January 2026 (Saturday) in an online format and will be free. This will provide attendees the opportunity to determine whether the Academy format suits them.

Speakers for the first lecture include Anna Arkhipova (Associate Professor of Obligations Law at RSCHPL, Deputy Chair of MAC at the CCI RF, member of RAC Presidium at RIMA), Konstantin Krol (partner at Dentons), and Tatiana Minaeva (independent arbitrator, FCIArb). The lecture will be moderated by Valeria Senatorova, Director of RAC. More detailed information about the Academy and participation terms is available at the link.

Read

Results of IX All-Russian V.P. Mozolin Corporate Arbitration Moot

The IX All-Russian Student Competition on Corporate Disputes Arbitration named after V.P. Mozolin has concluded: on 6-7 December, teams met for the oral rounds. This year, the Competition winner was Team No. 273, MGIMO. Second place went to Team No. 346, HSE, and third place to Team No. 748, HSE.

The Best Speaker of the Competition was Anna Pristupa (Team No. 346, HSE), and the Best Arbitrator was Sergey Saveliev (partner at Saveliev, Batanov & Partners). In the "Best Procedural Documents" category, Team No. 129, HSE, won. The Competition final arbitrators were Margarita Drobyshevskaya (Deputy Counsel at SIAC), Oleg Kolotilov (partner at Kulkov, Kolotilov and Partners), and Alexander Popelyuk (partner at Lidings).

Read

Open Lecture by Singapore International Arbitration Centre (SIAC)

On 10 December 2025, a lecture dedicated to the role of the Singapore International Arbitration Centre (SIAC) in resolving international disputes was held at the HSE Faculty of Law. During the event, participants learned about innovations in the SIAC Rules and received valuable information from SIAC representatives.

Vivek Neelakantan, Head of the SIAC Secretariat, discussed recently introduced changes to the SIAC Rules. Special attention was paid to new expedited arbitration rules, which significantly shorten case timelines. Vivek also noted the introduction of a new procedure for emergency interim relief, as well as important improvements in the area of early determination – all making arbitration even more adapted to business needs in a rapidly changing world.

Margarita Drobyshevskaya, Deputy Counsel at SIAC, shared her experience with scrutiny of arbitral awards. This process allows for more thorough review of arbitral awards, contributing to improved quality of such awards and strengthening trust in the international arbitration system.

Read

Winter Academy on International Arbitration 2026

RIMA has published the program for the Winter Academy on International Arbitration, which will run from 26 January to 6 February 2026. The Winter Academy 2026 is dedicated to the issue of fragmentation in international arbitration, particularly: competition of jurisdictions, divergences in applying international conventions, enforcement nuances, etc. Academy speakers will include arbitration experts from various jurisdictions, including Bahrain, China, Costa Rica, Netherlands, Russia, Singapore, USA, Turkey, and others.

Read

GAR and LCIA Launch International AI Hackathon for Arbitration Community

Global Arbitration Review and the London Court of International Arbitration (LCIA), with support from Three Crowns and Stanford Law School's liftlab, have announced the launch of the GAR-LCIA Hackathon – a new remote competition designed to showcase how artificial intelligence can genuinely help in international arbitration. The initiative is open to teams from around the world and invites participants to develop practical AI solutions that can simplify and improve everyday arbitration processes. The competition is held in two categories – "student" and "professional" – allowing both those just starting their careers and experienced practitioners to participate.

The hackathon aims to gather and highlight both early ideas and advanced developments to accelerate their journey from prototype to practical use in international dispute resolution.

Read

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