Russian Arbitration Center

at the Russian Institute of Modern Arbitration

ARBITRATION DIGEST

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ARBITRATION CASE LAW

When May a Court Order Disclosure of Parallel Arbitral Proceedings?

In a complex succession dispute (Bourlakova and others v Bourlakov and others [2025] EWHC 3085 (Ch)), the English court ordered a party to disclose information about parallel arbitral proceedings before the ICAC (International Commercial Arbitration Court), notwithstanding the principle of confidentiality. The court required the respondent to provide the claimants with copies of the materials, procedural orders, and even the transcript of the oral hearing scheduled before the ICAC.

The dispute centred on company Edelweiss, which is claimed by members of the family of deceased businessman Oleg Burlakov and by his business partner. In the course of the English proceedings, the claimants sought an injunction restraining Edelweiss (the respondent) from disposing of its assets, on the basis that assets might be dissipated from the company over which they claimed ownership.

The judge granted the application only in part: rather than a worldwide freezing order over Edelweiss, the court granted a proprietary freezing order restricting Edelweiss from entering into transactions outside the ordinary course of business. Shortly before the oral hearing on the injunction application, it emerged that arbitral proceedings against Edelweiss had been initiated before the ICAC. The claimants sought an order compelling Edelweiss to disclose information about those proceedings. At that stage, however, the judge had insufficient information and ordered Edelweiss to disclose only a general description of the nature of the dispute and the pre-arbitration correspondence.

Once Edelweiss had complied with the order, the claimants promptly sought fuller disclosure of all available information and documents relating to the arbitration. The urgency of the claimants' response was prompted by the nature of the disclosed information: it emerged that the claim had been filed for over USD 100 million, that it related to a transaction concluded more than ten years earlier, and that no pre-arbitration correspondence between the parties had taken place.

The respondent strenuously opposed disclosure of the arbitration materials. It argued that Edelweiss was adequately representing its interests in the arbitration and that additional information would not assist the claimants in protecting their rights. The respondent also pointed out that the arbitration had been known about when the earlier protective measures were granted, and that the judge had had the opportunity to assess the need for disclosure at that stage. Moreover, the respondent warned, it might face sanctions for disclosing confidential information about the arbitration.

The judge rejected the respondent's objections. A key factor was the respondent's own mistake: in correspondence with the claimants, the claimants had accused the respondent of seeking to dissipate Edelweiss's assets through a sham arbitration, to which the respondent replied that it was in fact the claimants – acting through an affiliated entity – who were bringing a sham claim against the respondent. Analysing this exchange, the judge concluded that both sides were in agreement as to the fictitious nature of the claims advanced, and that Edelweiss's assets were accordingly at risk.

The judge then considered the circumstances in which the arbitration had been commenced and agreed that they were attended by a series of unusual features: the arbitration was initiated at the very moment when the injunction application was being determined; no pre-arbitration correspondence had been exchanged; the respondent had not informed the claimants or the court of the substantial claims being made

against it – the claimants had obtained that information from unidentified sources. The judge was also troubled by the fact that the other claimant to Edelweiss – Burlakov's business partner – had shown no interest whatsoever in the ICAC arbitration, even though its outcome materially affected his rights.

The judge took the view that, at the earlier hearing, the court had not been in possession of the full picture, and that the newly disclosed circumstances materially altered the position, such that the earlier order ought to be revisited. The court accepted that the claimants could not join the ICAC arbitration as a third party, but noted that other legal remedies were available to them, including the right to submit evidence to the tribunal. It would, moreover, be unreasonable to expect the claimants to protect their rights without access to the fullest possible information about the arbitration.

As regards the respondent's argument about potential adverse consequences from breach of confidentiality, the judge indicated that this argument might have had force if the respondent faced criminal liability. Where the risk was one of civil sanctions only – and uncertain ones at that – the imperative of preserving assets and ensuring possible enforcement of the succession judgment outweighed the duty of confidentiality.

Read

Can a Law Firm, Without the Client's Knowledge, Promise a Third Party a Success Fee on the Client's Behalf?

In modern large-scale commercial disputes, engaging numerous high-cost specialists is a necessity, and law firms should therefore have an implied authority to enter, on behalf of their clients, into contracts with such specialists without assuming personal liability for the experts' fees – or so the claimant in an LCIA arbitration argued, as it sought to recover a success fee from a law firm's clients.

The claim was brought against three respondents. The first respondent had won a tender, concluded a concession agreement with local government authorities, and managed the construction of a new terminal in a port. The second respondent was the special purpose vehicle established to implement the construction project directly. The third respondent was the ultimate owner of the first respondent.

The construction project ultimately failed, and the port authority terminated the concession agreement. The respondents suspected that the port authority had deliberately sabotaged the construction to obtain grounds for termination. To investigate this suspicion, the law firm acting for the respondents retained an investigation company. The retainer agreement expressly stated that, although the firm represented several related respondents, its client was the first respondent only. However, when entering into the contract with the investigators, the law firm was less precise in its drafting: it stated that it was acting on behalf of and for the account of the first respondent 'and all of its subsidiaries,' and promised a success fee in respect of all matters won by its client – meaning not only the first respondent but also the second.

The investigators discharged their mandate and produced evidence confirming that the construction of the new terminal threatened the interests of the existing terminal, and that the port authority had deliberately sabotaged the project. Armed with this intelligence, the first respondent initiated investment arbitration against the authorities of the state in which the port was located. The second respondent used the evidence in arbitration proceedings it had already commenced.

Once the evidence was available, the state authorities decided to settle. Settlement agreements were concluded with both the first and second respondents, under which they were compensated for all losses sustained. The investigators then claimed success fees from the first and second respondents, as well as from their owner. The first respondent accepted that it was obliged to pay the fee, but maintained that the other parties had not entered into any contractual relationship with the investigators. The investigators initiated LCIA arbitration to resolve the dispute.

The claimant argued that the law firm had acted directly on behalf of the first respondent; that the second respondent was named in the contract as a person on whose behalf the lawyers were acting; and that, as regards the third respondent, the lawyers had implied authority to act as its representative. The first respondent did not contest the tribunal's jurisdiction; the second and third respondents maintained from the outset that they were not party to the arbitration clause in the contract with the investigators. The tribunal held that it had jurisdiction over the claims against all three respondents and issued an award in favour of the claimant.

The respondents challenged the award before the domestic court (A1, A2 and A3 v P [2025] EWHC 3372), seeking annulment – including, notably, the first respondent, which had not contested jurisdiction during the arbitration. That respondent argued that the Court of Cassation of its country of incorporation had, after the commencement of the arbitration, adopted a precedent-setting decision endorsing a strict approach to the conclusion of arbitration agreements, under which the law firm would not have been able to enter into an arbitration agreement on the first respondent's behalf without approval of its board of directors.

The domestic court upheld the arguments of the second and third respondents and set aside the LCIA award to the extent it found them liable under the contract with the investigators. In addressing the investigators' implied authority argument, the court drew a distinction between two situations: one in which a lawyer engages third-party contractors to protect the client's interests and subsequently seeks reimbursement of expenses, and another in which the lawyer enters into contracts that bind the client to make payments to third parties. The court found that the lawyers in this case had no authority for the latter course, and that the claimant had produced no evidence establishing that this was a standard power of the legal profession.

The court reached a different conclusion in respect of the first respondent. It held that, had the first respondent acted reasonably, it would have raised a jurisdiction challenge during the arbitration itself, given that the strict approach to the conclusion of arbitration agreements had already featured in the case law of the courts of its country of incorporation. Moreover, the court observed that the contract was governed by English law, and accordingly the case law of a foreign jurisdiction should in any event have no bearing on the question of the tribunal's jurisdiction.

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How Should a Court Resolve a Conflict Between Arbitral Rules and the Law of the Seat?

In a substantial construction dispute conducted under the LCIA Arbitration Rules with the seat in the Abu Dhabi Global Market (ADGM) financial centre, one party faced an unusual challenge: it needed to obtain interim relief without the respondent becoming aware of the application in advance. Since the tribunal had already been constituted at that point, such relief would effectively have to be obtained without going through the arbitrators – for otherwise the claimant's application would be subject to an inter partes procedure involving the respondent (A30 v E30 [2025] ADGMCA 0003).

The urgency was prompted by the respondent's conduct in the proceedings. In the course of a large construction project, the claimant had issued guarantees to the respondent's counterparties as security for the respondent's obligations. The respondent was contractually required to pay any sums received from those counterparties into a dedicated escrow account held by the claimant for the benefit of the joint venture.

During construction, the respondent breached its obligations and the claimant was required to make payments to the respondent's counterparty. To recover those funds, the claimant commenced arbitration against the respondent. The claimant subsequently learned that the respondent had conducted settlement negotiations with the counterparty without notifying the claimant. The claimant was concerned that the respondent might fail, in breach of the agreement, to remit the proceeds to the escrow account. This concern was soon confirmed: the claimant obtained access to payment instructions showing that the respondent had directed the funds received from the counterparties not to the escrow account but to its own accounts in Turkey and Bahrain.

The claimant applied directly to the Abu Dhabi court to freeze the respondent's accounts. The court of first instance dismissed the application. The judge held that Article 28.1 of the LCIA Arbitration Rules requires a party to obtain the tribunal's permission before applying to a domestic court for interim measures. Since the claimant had not sought the tribunal's leave, it could not apply to the court for relief. The Court of Appeal disagreed and reversed the decision. It held that the ADGM Arbitration Regulations 2015 expressly empower the court to grant interim measures without the tribunal's authorisation where the tribunal cannot act effectively. In the event of a conflict between the law of the seat and the arbitral rules, the court held, that conflict should be resolved in favour of the statute. In the present circumstances, the court found, a prior application to the tribunal for interim measures would have alerted the respondent and incentivised faster asset dissipation, and would accordingly not have been effective.

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US Court Refuses to Compel Arbitration of Customer Claims Against Binance for Crypto Losses

The United States District Court for the Southern District of New York (S.D.N.Y.) has refused to compel arbitration of customer claims against the cryptocurrency exchange Binance arising from financial losses in digital token trading. The ruling was issued by US District Judge Andrew Carter.

The court was considering a class action brought by investors alleging that the exchange had failed to warn them of the significant risks associated with purchasing crypto assets – as required by federal and state securities laws – and seeking recovery of amounts paid. The assets at issue were said to include tokens ELF, EOS, FUN, ICX, OMG, QSP and TRX.

Binance maintained that customer claims were subject to arbitration under the terms of its user agreement. The court, however, found that the company had failed to demonstrate that users had been adequately notified of amendments to its terms of service in February 2019, which included a mandatory arbitration clause and a class action waiver.

The court held that claims arising prior to 20 February 2019 could proceed in court rather than in arbitration, and further found that the class action waiver was ambiguously drafted and therefore unenforceable.

The action against Binance was originally filed in 2021, dismissed in 2022, and reinstated by the Court of Appeals in 2024. Binance has stated that it intends to defend itself vigorously in the ongoing litigation.

Read

The Cost of a Forgotten Arbitration: Moscow Arbitrazh (Commercial) Court Denies Recovery of Arbitration Fees Due to Limitation

A claimant was unable to recover over RUB 1 million in arbitration fees because the company had allowed the limitation period to expire.

According to the case materials, in 2013 the company filed three claims before the arbitral tribunal at the NP 'Energostroy' and paid arbitration fees of RUB 1.2 million. The claimant subsequently asserted that there was no information about how those cases had been dealt with, no awards had been sent to it, and the funds paid had not been returned. In 2025, the company applied to the court seeking to recover the fees from NP 'Tsentr sodeystviya reformam energetiki' as unjust enrichment, together with interest for use of third-party funds.

The claimant relied on the consequences of the arbitration reform. Following the entry into force of the Federal Law 'On Arbitration (Third-Party Dispute Resolution) in the Russian Federation,' many arbitral institutions – including the arbitral tribunal at NP 'Energostroy' – lost their right to administer disputes, not having obtained the status of a permanent arbitral institution (PAI). The claimant alleged that it had only become aware of this in the course of preparing a pre-claim letter to the respondent in August 2025.

The respondent raised the limitation defence. The court accepted this argument. The Moscow Arbitrazh (Commercial) Court held that information about the arbitration reform and legislative changes had been publicly available, and that a commercial entity was accordingly required to monitor such changes independently. The claimant's failure to monitor regulatory developments was a business risk it bore itself and did not affect the running of the limitation period.

The court found that the claimant ought to have known of the arbitral tribunal's loss of authority to administer disputes no later than 1 September 2016 – the date on which the Arbitration Law entered into force. The court also emphasised that for over ten years the company had made no effort to ascertain the fate of its filed claims or to request information from the arbitral tribunal on the progress of the proceedings.

Read

Enforcement by English Courts of Interim Measures Granted by an Arbitral Tribunal

The English court ordered Russian companies to discontinue proceedings for recovery of an advance payment and for interim relief before the Russian domestic courts. Notably, the court did not itself grant interim measures but enforced a corresponding order made by the arbitral tribunal (Tecnimont SpA v LLC Eurochem North-West-2 [2025] EWHC 3151 (Comm)).

The arbitration in which the tribunal had made the interim measures order had been initiated by contractors engaged in the construction of an ammonia production plant in the Leningrad Region. Following the imposition of sanctions against the businessman who owned the employer under the construction contract, the contractors suspended works. The employer responded by terminating the contract and demanding return of an unearned advance payment. The contractors disputed the termination and commenced ICC arbitration with the seat in London.

The employer did not evade the arbitration and even filed a counterclaim. However, when in parallel proceedings against the contractors' guarantor the English court ruled in favour of the guarantor, the employer perceived a risk of losing the arbitration and commenced proceedings in the Russian domestic courts against the contractors under Article 248.1 of the Russian Code of Arbitration Procedure. One set of proceedings was brought by the employer itself, another by its subsidiary. Proceedings for interim relief against the contractors were also initiated.

In response to the multiplicity of Russian court proceedings, the contractors applied to the tribunal for an interim measures order requiring the employer to discontinue all proceedings against them in the Russian domestic courts. The tribunal granted the application and issued the corresponding order. The employer complied only partially: it procured the discontinuance of the proceedings brought by its subsidiary, but the second set of proceedings and the interim measures proceedings continued, with decisions in both cases going in the employer's favour.

As the employer had failed to comply with the tribunal's order in full, the contractors applied to the English court to enforce the arbitral tribunal's interim measures. The employer raised a number of objections.

First, the employer argued that Article 28.1 of the ICC Arbitration Rules only empowers arbitrators to grant temporary interim measures, and that the tribunal's order did not qualify as such since, if the Russian court proceedings were discontinued, the employer would lose the right to reinstate them. The English court rejected this argument. A measure is temporary, the judge held, where it remains in effect only until an award is rendered, may be revised by the tribunal at any time, and carries no res judicata effect. The court also noted the precedent of interim measures orders requiring the discontinuance of foreign court proceedings without the possibility of recommencement.

In its second objection, the employer argued that, on a literal reading of the English Arbitration Act, only interim measures necessary for the fair and efficient conduct of the arbitral proceedings may be enforced. The court responded that any tribunal interim measures order should by default be treated as directed towards the fair and efficient conduct of the arbitration. In any event, the court added, requiring the employer to discontinue court proceedings commenced in breach of the arbitration agreement would manifestly serve the efficient conduct of the arbitration.

The third objection was also rejected. The employer had argued that enforcement of the tribunal's order might expose its director to criminal liability under Article 201 of the Russian Criminal Code (abuse of authority). The English judge found that compliance with contractual obligations to resolve all disputes in arbitration could plainly not amount to abuse of authority.

The employer also argued that the contractors had applied to the court under the wrong provision. The contractors had applied under section 42 of the English Arbitration Act (enforcement of peremptory orders of the tribunal), whereas, in the employer's submission, they should have applied under section 37 of the Senior Courts Act, which governs the grant of injunctions by the court. The court disagreed. It held that section 37 of the Senior Courts Act may be used to seek an injunction restraining a party from commencing proceedings in breach of an arbitration agreement. However, where the purpose is to enforce interim measures already granted by the tribunal, section 42 of the English Arbitration Act is the correct route – regardless of how the interim measure is formulated, whether as an unless order or a direct injunction.

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The 'Conditional Benefit' Principle on Assignment of Rights Subject to an Arbitration Clause

Can an assignee, through an assignment of rights, acquire not only those rights but also obligations not intended to be transferred? The search for an answer to this question brought the parties before the English court, where one party was seeking to set aside a ruling on the tribunal's jurisdiction (MS V1 GmbH & Co KG v SY Co Ltd [2026] EWHC 52 (Comm)).

The claimant was a company that had purchased two vessels in 2007. The vessels were newly built and were to be delivered directly from the shipyard, but the seller was not the shipyard itself – it was an intermediary that had originally contracted with the shipyard and resold the vessels to the claimant before they were built. The shipbuilding contract was not novated; instead, a separate contract was concluded between the intermediary and the claimant, so the claimant was not a party to the contract with the shipyard.

In addition to selling the vessels to the claimant, the intermediary also assigned to it certain of its rights under the contract with the shipyard – specifically, the rights under Article 9 of that contract (warranty provisions), which included the warranties themselves, the conditions for invoking them, a waiver of certain remedies, and an arbitration clause providing for LMAA arbitration of all warranty disputes.

Shortly after delivery of the vessels in 2010, the claimant did identify quality defects and requested the shipyard to remedy them. The shipyard was aware of the sale by the intermediary and the assignment of rights and duly carried out the remediation. In 2019, however, in the course of an inspection under the EU Ship Recycling Regulation, a further significant defect was discovered: the vessels contained substantial quantities of concealed asbestos that needed to be removed.

Seeking compensation for costs incurred in removing the asbestos, the claimant brought proceedings before the Nanjing Maritime Court in China. Since all warranty periods had expired, the claimant did not rely on the warranties but instead brought a tort claim under Chinese law. One month after the Chinese proceedings had been commenced, the claimant also filed a notice of arbitration before the LMAA, relying for jurisdiction on the clause contained in the shipyard–intermediary contract (which in fact contained two clauses – a general dispute resolution clause in Article 13 and a reference to arbitration under that article in the warranty provisions). In response, the shipyard's representatives correctly pointed out that the contract had been concluded between the shipyard and the intermediary, that there had been no novation, and that the arbitration clause therefore could not bind the claimant.

In the course of the Chinese proceedings, however, the shipyard's representatives argued that a dispute had arisen between the parties concerning the application of the warranty provisions – rights under which had been assigned to the claimant – and that disputes arising out of those rights must accordingly be resolved in arbitration. The substance of the shipyard's objection was that the warranty obligations had provided for broad warranty coverage in exchange for the claimant's waiver, on expiry of the warranty period, of all other remedies. By bringing a tort claim under Chinese law, the claimant was pursuing alternative remedies in breach of the warranty provisions.

The Chinese court found in favour of the shipyard, declining jurisdiction to hear the claimant's claim. The claimant then filed its submissions in the arbitration. There, the claimant took the position that it agreed with the shipyard's earlier view that the parties were not bound by the arbitration clause. In response, however, the shipyard's representatives stated that they considered it necessary to refer the dispute to arbitration, noting in particular that the claimant had itself initiated the arbitration.

Before the tribunal, the claimant sought a ruling that the tribunal lacked jurisdiction. The claimant argued that the arbitration clause might have extended to the parties' relationship had the dispute concerned rights under the warranty agreement, but that the claimant's claims were based on its status as owner of the vessels and on rights available to such an owner under Chinese law. The tribunal nonetheless held that it had jurisdiction to determine whether the contractual waiver of remedies in the warranty provisions precluded the claimant from bringing a tort claim under Chinese law.

The claimant applied to the English court to set aside the tribunal's ruling. The court dismissed the application, relying on the 'conditional benefit' principle. The court observed that where the conferral of certain benefits on a party is conditional upon the simultaneous assumption of obligations or restrictions, the right to those benefits can be assigned only together with the restrictions. The court found that the extended warranty had been provided in exchange for a waiver of other remedies and an obligation to resolve all warranty disputes in arbitration. In this context, the court placed particular weight on the fact that, following delivery of the vessels, the claimant had invoked the warranty provisions and the shipyard had carried out repairs – that is, the claimant had received the benefits conferred by the warranty provisions.

The court also identified the point at which the parties became obliged to refer the dispute to arbitration. To determine this question, the court construed the arbitration clause literally: it provided that 'Any dispute arising under this Article...' On this basis, the court held that the mere filing of a tort claim by the claimant did not of itself trigger the obligation to arbitrate. However, the moment the shipyard's representatives asserted that the waiver of remedies in the warranty provisions also covered the Chinese law tort claim, a dispute arose between the parties about the application of the warranty provisions – and that dispute was required to be submitted to arbitration. The court further noted that the tribunal's jurisdiction extends only to determining whether the waiver applies to the tort claims; the tribunal has no jurisdiction to determine the tort claim itself.

Read

When Is a Tribunal Entitled to Disregard a Party's Submissions?

The dispute arose in connection with the acquisition of a Norwegian company whose shares were listed on the Norwegian stock exchange. Under the parties' agreement, one instalment of the purchase price was deferred and payable four years after the date of the acquisition agreement. The amount of the payment was to be determined by reference to the average share price over the 60-day period preceding the payment date (Seacrest Group Ltd v BCPR Pte Ltd [2025] EWHC 3266 (Comm)).

Given the size of the payment, every detail mattered to the parties, including the currency of payment. The claimant took the view that payment was due in Norwegian kroner, while the respondent considered it necessary to convert the amount into US dollars, applying a USD exchange rate calculated as the average rate prevailing over the same 60-day period used to determine the payment amount.

In the course of the arbitration, and prior to the oral hearing, the claimant filed no submissions challenging the respondent's position on the applicable exchange rate, concentrating instead on its argument that payment should be made in Norwegian kroner. At the oral hearing, the tribunal repeatedly drew attention to the fact that the claimant had not placed before the tribunal any submissions on the correct exchange rate in the event that its kroner argument were to be rejected. The tribunal also noted that it would not accept any new arguments submitted after the hearing.

Six weeks after the oral hearing, the claimant unexpectedly filed a submission setting out in detail what it considered to be a fair USD exchange rate in the event that the tribunal accepted the respondent's case on the currency of payment. The claimant offered no explanation for the late filing and did not seek the tribunal's leave to submit additional arguments. Given the size of the payment, the application of the claimant's proposed rate would have increased the payment by USD 3 million. The respondent filed a response to the claimant's submission, but this had no bearing on the outcome: the tribunal issued an award recording that the exchange rate calculated by the respondent had been accepted by both parties.

Disputing this finding, the claimant applied to the tribunal for correction of the award under Article 38 of the UNCITRAL Arbitration Rules. The tribunal declined, giving the following reasons:

The claimant's initial submission contained no arguments on the applicable USD exchange rate.

The tribunal had prohibited the parties from advancing any new arguments after the oral hearing.

The claimant had not sought the tribunal's leave to advance new arguments after the hearing.

The claimant's submission would not have affected the tribunal's decision, since the tribunal in any event regarded the respondent's calculations as fair.

Dissatisfied with the tribunal's response, the claimant applied to the English court for annulment of the award on the ground that the arbitrators had failed to address a material issue raised in the arbitration. The claimant also argued that the tribunal's ruling under Article 38 of the UNCITRAL Rules – in which the arbitrators had explained their reasoning – was not binding, since it did not form part of the award and the tribunal's mandate had ceased upon issuance of the award.

The court refused to set aside the award. The judge emphasised the significance of the fact that the tribunal had forewarned the parties that new arguments would not be accepted after the oral hearing. Moreover, in its response to the respondent's reply submissions, the claimant had identified two issues that, in its view, remained in dispute before the tribunal – and neither of those issues related to the exchange rate. The judge therefore considered that, in order to advance an argument on the exchange rate, the claimant would have needed to seek the tribunal's leave to amend its case – which it had not done.

The court further noted that, in order to set aside an arbitral award under section 68 of the English Arbitration Act, an applicant must demonstrate that, absent the irregularity complained of, the tribunal would have reached a substantially different result. In this regard, the court took into account the tribunal's ruling under Article 38 of the UNCITRAL Rules. Contrary to the claimant's submissions, the judge held that this ruling was binding on the parties, since the parties had agreed to resolve their disputes under the UNCITRAL Arbitration Rules and English case law recognises that such rulings are to be taken into account by the court. Given that in the ruling the arbitrators had explained that they would in any event have applied the

respondent's proposed exchange rate, the judge was satisfied that the claimant's submissions on the rate would not have changed the outcome.

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Kazakhstan Prevails Against Oil Majors in Karachaganak Dispute – Potential Recovery of up to USD 4 Billion

An international arbitral tribunal in London has upheld the Kazakh government's claims against the Karachaganak Petroleum Operating (KPO) consortium – operators of the Karachaganak oil and gas field, the largest in Kazakhstan, located in the Burlin District of the West Kazakhstan Region near the city of Aksai. The estimated award amount ranges from USD 2 to USD 4 billion.

The principal participants in KPO are Western companies Eni SpA, Shell Plc, and Chevron Corp, Kazakhstan's national oil and gas company KazMunayGaz, and Russia's Lukoil. The identities of the other participants have not been disclosed, as the arbitration was not public.

The arbitration was commenced by the Kazakh government in 2023 under the Production Sharing Agreement governing the Karachaganak project. The government alleged that the project operators had improperly recovered unapproved cost overruns and other expenditures from the state's share of production, thereby reducing state revenues. The total amount claimed exceeded USD 6 billion.

Following its review, the tribunal ruled that a substantial portion of the disputed costs claimed by the operators as recoverable were not reimbursable by Kazakhstan. The precise amount of compensation to be paid by the Karachaganak participants has not yet been determined by the tribunal; final calculations are to be completed in subsequent stages of the proceedings.

It has been reported that the foreign project participants previously proposed to settle the dispute through implementation of a gas processing plant at the Karachaganak field, construction of which had been deferred for an extended period. This proposal was considered as a negotiated resolution of the conflict. The plant has long been a source of disagreement: Kazakhstan has insisted on expanding domestic gas processing capacity rather than exporting the resource as feedstock. In 2025, Kazakhstan's Ministry of Energy formally rejected the GPP project on the terms proposed by the Western participants, citing economically unacceptable conditions and the necessity of involving a national partner.

Read

US Court Recognises and Enforces Three ICAC Awards Totalling Approximately USD 14 Million

On 8 January 2026, the United States District Court for the District of Columbia recognised and declared enforceable in the United States three arbitral awards of the International Commercial Arbitration Court

(ICAC) at the Chamber of Commerce and Industry of the Russian Federation (CCI RF), rendered in February 2024. The total amount of claims upheld is USD 13,984,502, inclusive of interest.

The awards were rendered by an ICAC tribunal composed of Gerold Herrmann (chairman, Germany), Vladimir Shumilov (Russia), and Peter Pettibone (USA) in favour of the Russian autonomous non-profit organisation ANO 'TV-Novosti' in disputes arising out of three contracts with the US company T&R Productions LLC. Under those contracts, concluded in 2018 and 2021, 'TV-Novosti' had made advance payments for content production services for RT America, which T&R had not returned following termination of all the contracts in April 2022.

The rights under the awards were subsequently assigned by ANO 'TV-Novosti' to Satori Agricultural Consultancy and Projects Management LLC (SCM), a company registered in the UAE. In September 2024, US sanctions were imposed on 'TV-Novosti' restricting transfers of property without a licence from the Office of Foreign Assets Control (OFAC).

In its judgment, the court held that the sanctions had been imposed after the assignment of rights to the UAE company, and that the imposition of personal sanctions on 'TV-Novosti' was insufficient grounds to refuse recognition of the awards in the absence of proof of a violation of public policy in the narrow sense. In particular, the court noted, public policy grounds apply only where an arbitral award 'clearly undermines the public interest, the public confidence in the administration of the law, or security of persons and private property.'

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Russian Court Upholds Jurisdiction to Hear Dispute Notwithstanding Arbitration Clause

The Thirteenth Arbitrazh Court of Appeal (Appellate Instance) has found that a dispute between a Russian and a foreign company may be heard in the Russian domestic courts, notwithstanding the presence of an arbitration clause in the contract referring disputes to foreign arbitration. The appellate court set aside the first instance decision, which had returned the statement of claim on grounds of lack of jurisdiction.

According to the case materials, LLC 'Ozen Iplik' brought a claim against the Turkish company Ozen Iplik Sanayi Ve Ticaret Anonim Sirketi for recovery of losses amounting to USD 2.6 million. The claim arose from a contract providing for the supply of goods, payment for those goods, and obligations to promote sales in the territory of the Russian Federation.

The parties had included in their contract an arbitration clause referring disputes to the International Arbitration Court at the Chamber of Commerce and Industry of Switzerland. However, the appellate court found that, in the absence of evidence of the existence of such an institution, the dispute could not be referred to the arbitral institution specified by the parties, and accordingly the parties had not properly agreed on a specific arbitral institution for resolution of disputes arising out of the contract.

The appellate court further noted that Switzerland is officially included on the list of foreign states and territories engaged in unfriendly acts against the Russian Federation, which in the court's view could hinder the Russian claimant's ability to protect its rights.

The court also observed that the disputed legal relationship had a close connection with the territory of the Russian Federation: the majority of the contractual obligations were performed in Russia and the commercial activity was directed at the Russian market. On this basis, the court held that the dispute was to be heard by the Commercial Court of St Petersburg and the Leningrad Region at the claimant's place of business.

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Eutelsat OneWeb Commences Investment Arbitration Against Russia

European satellite operator Eutelsat OneWeb has commenced investment arbitration against the Russian Federation. The company is seeking compensation in connection with the cancellation of planned launches of its satellites aboard the Russian Soyuz-2 launch vehicle.

The launch of a batch of OneWeb internet satellites from Baikonur was cancelled in March 2022 following Roscosmos's demands that guarantees be provided that the satellites would not be used for military purposes and that the United Kingdom government's stake be sold. The United Kingdom refused to comply, and the launch did not proceed.

OneWeb's claim is grounded in the Agreement between the Government of the USSR (and Russia as its successor state) and the Government of the United Kingdom for the Promotion and Reciprocal Protection of Investments, concluded in 1989.

The proceedings are being conducted under the UNCITRAL Arbitration Rules. The composition of the arbitral tribunal has been confirmed but has not been disclosed.

The specific amount claimed by OneWeb in the arbitration has not been made public, but a reference point is provided by the company's publicly acknowledged financial losses. In its 2022 financial statements, the company recognised that the total losses associated with the launch cancellation, insurance payments, and write-off of a portion of the prepaid value of services were estimated at approximately USD 229.2 million. For the 36 satellites that remained on Russian territory, the company received insurance coverage of approximately USD 50 million.

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INVESTMENT ARBITRATION NEWS

Enforcement of Intra-EU Arbitral Awards in Australia

Spain failed to prevent enforcement of an ICSID award against it in Australia (Blasket Renewable Investments LLC v Kingdom of Spain [2025] FCA 1028). The award arose from claims by investors who had invested in Spain's renewable energy sector and suffered losses following a retroactive change in the country's energy policy.

Following the arbitral victory, some investors sought to enforce the award themselves, while others assigned their rights under the award to a US investment company in exchange for an immediate cash payment, thereby avoiding litigation risk and costs.

Before the Australian court, Spain advanced several arguments against enforcement.

Spain first challenged the assignability of ICSID award rights. It argued that even if the State had waived its sovereign immunity for the purposes of proceedings under the Washington Convention, it had done so only in relation to specific investors from specific countries, and that assignment of award rights was therefore impermissible. Under Article 54 of the Washington Convention, the party seeking enforcement of an ICSID award must present a certified copy of the award to the competent court. Spain contended that the term 'party' in that article should be construed narrowly to mean only the original disputing party. Spain had good reason to expect this argument to succeed – in parallel enforcement proceedings concerning the same award, the English court had accepted that ICSID award rights could not be assigned (Operafund Eco-Invest Sicav Plc & Anor v Spain [2025] EWHC 2874 (Comm) [79]). The Australian court, however, rejected Spain's position. It analysed the assignability of award rights from two angles – international and domestic. On the international law question, the court found that the Washington Convention does not address assignability and that nothing in it can be read as restricting assignment. The absence of any restriction was treated as permissive. The court also held that assignment of arbitral award rights is permissible under Australian law.

Spain's second argument – one it routinely raises in investment award enforcement proceedings – concerned alleged conflict with EU law. The Australian court acknowledged that EU law is binding on Spain, but held that its effect is limited to EU territory. Australia, as a signatory to the Washington Convention, is bound to enforce ICSID awards on its territory; so too is Spain, which is equally a party to the Convention and must honour its obligations under it.

Spain's third argument was that enforcement of the ICSID award would violate the Australian Constitution, since judicial review powers were effectively transferred to the arbitral tribunal, and the Washington Convention does not permit any court review of an award, including for compliance with immunity legislation. The Australian court disagreed with this characterisation of the judicial review mechanism. It noted that Spain had waived its immunity in respect of disputes conducted under the ICSID Rules, and that domestic courts retain a broad scope to verify that the conditions for such waiver have been satisfied – for example, by checking that the proceedings were indeed conducted under the ICSID Rules and that the applicant has standing to seek enforcement. The exercise of such scrutiny, the court held, constitutes the exercise of judicial power.

The court further acknowledged that, unlike awards enforceable under the New York Convention, the Washington Convention does not provide for broad grounds of review and effectively creates a self-contained system in which domestic courts have no jurisdiction to review an arbitral tribunal's competence. The Australian court viewed this as one of the defining advantages of the ICSID enforcement mechanism.

Read

Hong Kong Company Commences Arbitration Against Panama

Hong Kong conglomerate CK Hutchison Holdings has announced that its subsidiary, Panama Ports Company, has initiated international arbitration proceedings against Panama under ICC Rules for no less than USD 2 billion, following a ruling by the country's Supreme Court holding that the concession agreement for operation of two ports at either end of the Panama Canal is unconstitutional.

The ports in question are Balboa Port on the Pacific side and Cristobal Port on the Atlantic side of the canal. They are considered key assets in global maritime logistics, being located at the entrances to one of the principal routes of international trade. Panama Ports Company has operated the two terminals since 1997; in 2021 the concession was extended for a further 25 years.

The two Panamanian ports form part of a transaction for the sale of 43 CK Hutchison Holdings ports worldwide to a consortium of buyers for USD 23 billion. The deal, first announced in March of last year, was suspended pending antitrust review by the Chinese government.

Following those reviews, CK Hutchison Holdings indicated it may bring in a Chinese investor – China COSCO Shipping Company Limited – as a co-participant in the transaction. This was opposed by Panama's Comptroller General, Anel Flores, who filed a challenge before the Supreme Court.

According to the Comptroller General, the conclusion of the concession agreement with Panama Ports Company had caused substantial harm to Panamanian interests: an audit estimated cumulative losses of state revenue since 1997 at approximately USD 1.2 billion due to unpaid fees and tax concessions, plus a further USD 300 million in connection with the 2021 concession extension.

In late January 2026, the Supreme Court of Panama held that the concession agreement between the State and Panama Ports Company was unconstitutional, finding that the agreement conferred excessive privileges and tax benefits on the operator and had been concluded in breach of proper procedures.

Following the Supreme Court ruling, the President of Panama issued an executive decree ordering the 'temporary takeover, administration and control of all port facilities, infrastructure, equipment, vehicles and technological systems of the Balboa and Cristobal terminals.' Operational control over the terminals was temporarily transferred to APM Terminals B.V. (part of the Maersk Group).

Panama Ports Company, noting that it had invested no less than USD 2 billion in the development of the two terminals over 28 years, commenced arbitration seeking compensation for losses sustained.

Read

Paris Court of Appeal Upholds Award in Iraq–Turkey Dispute

The Paris Court of Appeal was presented with an unusual set-aside application. In the underlying arbitration (Iraq v. Turkey, ICC Case No. 20273/AGF/ZF/AYZ/ELU), the tribunal had found that the parties had agreed in an international treaty to apply French law as the procedural law governing the arbitration.

Both States had modified the dispute resolution clause in the 1973 Pipeline Agreement in an unusual manner. The 2010 amendment introduced an ICC arbitration agreement and specified that French law was to govern the treaty. The arbitrators concluded that the law of a single State cannot function as the substantive law applicable to an international treaty, and determined that the parties had intended French law to serve as the lex arbitri.

By way of background, the dispute concerned the export of oil from Iraqi Kurdistan to Turkey without authorisation from the Iraqi government. The tribunal found that Turkey had breached its obligations under the 1973 Agreement and awarded Iraq compensation of USD 1.5 billion. The tribunal's characterisation of French law as the lex arbitri rendered the award subject to the 1958 New York Convention. Turkey accordingly applied to the competent court for annulment of the award in the part upholding Iraq's claims, while Iraq applied to the United States District Court for the District of Columbia for enforcement.

Turkey argued that the tribunal had exceeded its jurisdiction by finding that French law governed only procedural matters. Turkey further characterised this finding as a breach of due process, on the ground that it did not correspond to the positions advanced by either party. A third ground relied upon was procedural irregularity – the arbitrators had declined to request relevant documents at the disclosure stage.

The Paris Court of Appeal rejected each of Turkey's arguments. The court noted that the States had not specified the scope of application of French law, and that the tribunal was therefore competent to determine that scope itself. The tribunal was also entitled to draw its own conclusions from the facts placed before it. Even if neither party had expressly characterised French law as the lex arbitri, the arbitrators were entitled to reach that conclusion on the basis of the facts presented. The court also found that the arbitrators had in fact adopted a position advanced by Iraq.

Finally, the court held that the question of whether to request documents at the disclosure stage fell within the tribunal's discretion. The tribunal was entitled to decide for itself whether to seek the relevant documents from Iraq.

Read

NGOs Excluded: Tribunals in Three ECT Cases Reject Climate Fund's Amicus Application

Belgian non-governmental organisation Climate Action Network Europe ('CAN Europe') submitted applications to participate as amicus curiae in three investment arbitrations: Klesch Group Holdings et al. v. Denmark (ICSID Case No. ARB/23/48), Klesch Group Holdings et al. v. Germany (ICSID Case No. ARB/23/49), and Klesch Group Holdings et al. v. European Union (ICSID Case No. ARB(AF)/23/1).

All three disputes arose from the introduction at EU level of a solidarity contribution (windfall profits levy). Germany and Denmark imposed the levy on the Klesch group's oil refining operations. The investor alleged that the respondents' conduct had breached its rights under the Energy Charter Treaty (ECT). The cases

are being heard by three identically-constituted tribunals. Notably, provisional measures in the form of an injunction against collection of the solidarity contribution pending the proceedings were granted against Germany.

CAN Europe sought not only to file a written submission (amicus curiae brief) but also to obtain access to the parties' written submissions. The NGO proposed to provide analysis of international climate law norms so that the tribunals could assess the disputed issues in a systemic context. In support of its application, CAN Europe cited relevant precedent. In Bear Creek Mining v. Peru (ICSID Case No. ARB/14/21) and Biwater Gauff v. Tanzania (ICSID Case No. ARB/05/22), tribunals had permitted NGOs to participate; in those cases, the submissions addressed the rights of local communities.

The tribunals examined whether the conditions for third-party participation set out in Article 67 of the ICSID Arbitration Rules 2022 and Article 77 of the ICSID Additional Facility Rules were met, considering: (i) whether the proposed submission was relevant to the subject matter of the dispute; (ii) the extent to which it could assist the tribunal; (iii) whether the non-disputing party had a significant interest in the proceedings; (iv) the identity of the applicant; and (v) whether any organisation was funding the applicant's participation.

On the first criterion, the tribunal found that the application of international climate law norms did not fall within the subject matter of the disputes. On the second, the tribunal accepted the claimants' submission that CAN Europe did not possess expertise that was not otherwise available to the parties for obtaining technical information or expert opinion. The tribunal observed that the NGO proposed to provide only general information about international climate agreements. The tribunals also found that CAN Europe had no significant interest in the proceedings, noting that the circumstances of the present cases differed from those relied upon by the applicant – the NGOs granted amicus status in the earlier cases had represented the interests of local communities directly affected by the investors' activities. The tribunals considered that failure to satisfy three of the criteria for third-party participation was sufficient to dismiss CAN Europe's application. The request for access to the parties' submissions was accordingly also refused; the tribunal noted that, in any event, this request would have been dismissed given the parties' objections.

Read

ARBITRATION NEWS

AIAC Launches the AIAC Suite of Rules 2026: Key Changes

The Asian International Arbitration Centre (AIAC) updated its rules on 1 January 2026, introducing the AIAC Suite of Rules 2026, aimed at modernising the institution's structure and dispute resolution procedures. The reform covers arbitration, mediation, sports arbitration, adjudication, Islamic arbitration, and domain name dispute resolution.

The centrepiece of the reform is the establishment of the AIAC Court of Arbitration – a new body responsible for key administrative and procedural decisions in cases administered by the Centre. The Court is headed

by a President, and administrative functions are distributed among the Court, its President, and the Registrar. This model replaces the former structure under which most powers were vested in the Centre's Director.

The AIAC Court may also participate in developing guidance on the interpretation and application of the 2026 Rules by issuing clarifications and circulars for the implementation of their administrative aspects.

The new structure is designed to bring AIAC's governance closer to the practices of leading arbitral institutions and to enhance the transparency and independence of its procedures.

Additional changes under the AIAC Arbitration Rules 2026:

- All draft awards (other than emergency arbitrator awards) are now subject to review by the AIAC Court (technical review) to improve quality and consistency of practice.
- Mandatory disclosure of third-party funding and enhanced transparency requirements for such arrangements.
- Expansion of the expedited procedure: the financial threshold for its application has been raised to USD 3 million for international disputes and MYR 2 million for domestic arbitrations.
- Parties and co-arbitrators are encouraged to consider the principle of diversity when nominating arbitrator candidates; the President of the Court is similarly encouraged to apply this principle when appointing arbitrators.
- Streamlined procedures, including revised time limits for certain applications, clarification of the emergency arbitrator procedure, and post-award procedures.

Changes to related procedures:

In addition to the establishment of the AIAC Court, the reform also affected other dispute resolution mechanisms:

- AIAC Mediation Rules 2026: provision is made for concurrent mediation during arbitration proceedings, and a more flexible framework for determining mediator remuneration.
- AIAC i-Arbitration Rules 2026: the rules have been redrafted as a comprehensive standalone set of rules governing the entire arbitral process, while preserving the Shariah-compliant character of Islamic arbitration.
- Asian Sports Arbitration Rules 2026 and AIAC Adjudication Rules and Procedure: expanded administrative support for both procedures.
- AIAC Domain Name Dispute Resolution Guidelines: changes include clarification of procedures for disputes concerning .my domain names and alignment with the updated Domain Dispute Resolution Policy of the Malaysia Network Information Centre.

Read

Dubai International Arbitration Centre (DIAC) Obtains Status of Permanent Arbitral Institution (PAI) in Russia

On 12 January 2026, the Russian Ministry of Justice issued an order granting DIAC the status of a permanent arbitral institution (PAI), following a recommendation from the Council for Improvement of Third-Party Dispute Resolution. It had become known at the end of last year that the Centre had submitted an application to the Ministry of Justice for accreditation.

The Centre was founded in 1994 as the Centre for Commercial Conciliation and Arbitration at the initiative of the Dubai Chamber of Commerce and Industry (Dubai Chambers), and since September 2021 has been renamed and operates independently of it. Since its founding, the Centre has administered approximately 5,000 cases. The total value of all registered disputes has exceeded AED 80 billion, equivalent to approximately USD 21.8 billion.

In 2022, DIAC introduced new Arbitration Rules designed to enhance the efficiency of arbitral proceedings and meet modern dispute resolution requirements.

"As a permanent arbitral institution, DIAC becomes the first arbitral institution from the UAE and the broader Middle East region to receive such official recognition. This important milestone demonstrates the international trust in DIAC and supports the Centre's continued institutional growth," commented Jehad Kazim, Chief Executive Officer of DIAC.

Read

ADR EVENTS

Call for Submissions: 'New Horizons of International Arbitration', Issue 9

The Russian Institute of Modern Arbitration (RIMA) has announced the launch of the selection process for articles to be included in the ninth issue of the academic collection 'New Horizons of International Arbitration.' Over the years since its establishment, the Collection has become a platform for discussion of key trends and challenges in international arbitration, bringing together researchers and practitioners from different jurisdictions. The ninth issue will be dedicated to fundamental and complex questions that go beyond current trends.

The academic editors of Issue 9 are: Anna Arkhipova, PhD (Law), Associate Professor at the Russian School of Private Law, Deputy Chair of the Maritime Arbitration Commission at the CCI RF; Mikhail Galperin, Doctor of Law, Associate Professor at the HSE University and the Institute of State and Law, member of the Board of Directors of PJSC Inter RAO; and Yulia Mullina, Director General of the CISMC. Submissions may be made via the link on the RIMA website. The deadline for applications is **24 April 2026**.

Read

New Composition of the RAC Presidium

In **February 2026**, following a scheduled rotation, a new composition of the Presidium of the Russian Arbitration Centre (RAC) was formed.

The Presidium takes decisions on the appointment of arbitrators, challenges, establishment of procedural time limits, consolidation of arbitrations, and other matters provided for by the RAC Arbitration Rules. The new Presidium includes: Prof. Mohamed Abdel Wahab, Prof. Bernardo Cremades, Dr Habib Al Mulla, Dr Wei Sun, Yuri Babichev, Olga Boltenko, Abhinav Bhushan, Yulia Zagonek, Yulia Mullina, as well as Yevgeny Rashchevsky, Prof. Alexey Zhiltsov, Sergey Arakelyan, Anna Arkhipova, and Alexey Rudyak. Yulia Mullina was elected Chair of the Presidium.

Read

Riyadh International Disputes Week (RDIW26)

From **1 to 5 February 2026**, the Middle East and North Africa hosted one of the largest legal events in the region. Saudi Arabia is developing its own distinctive model of arbitration, integrating international standards into its legal system and strengthening national institutions.

The central theme of the event was 'Predictable Dispute Resolution in Unstable Times,' under which participants and speakers discussed the importance of effective dispute resolution in bolstering stability and confidence in the face of current risks and modern challenges.

Read

Dispute Resolution Club Business Breakfast: 'The Key Maritime Transport Developments of 2025 – A Lawyer's Perspective'

On **5 February**, at the business breakfast organised by law firm NSP and the Dispute Resolution Club, a presentation was given by Valeria Senatorova, Director of the RAC at RIMA. She discussed which Russian arbitral institutions are suited to maritime disputes and how to structure an arbitration agreement to make maritime arbitration more effective.

Valeria also shared statistics on maritime cases heard by the RAC: approximately 70 cases relating to various maritime transport issues have been handled over the past five years.

Read

Norwegian Arbitration Day, Oslo

The annual Norwegian Arbitration Day (NAD) conference was held on **5 February 2026**. The event was organised by the Scandinavian Institute of Maritime Law, the Oslo Centre for Commercial Law, and the Norwegian Arbitration Association. Participants discussed how the courts of Norway, Sweden, and Denmark approach challenges to arbitral awards, examined current case law, and shared knowledge about the judicial practice of their respective countries.

Read

ICC Arbitration and ADR Days – South Africa

From **5 to 11 February 2026**, the ICC South Africa Arbitration and ADR Days were held in South Africa. The event took place in the country's two principal business capitals – Johannesburg and Cape Town – and brought together key players in the field of dispute resolution to strengthen South Africa's role in complex cross-border disputes.

The 2026 programme included a specialised ICC training on international commercial arbitration and ICC Young Arbitrators Forum (ICC YAAF) events in both cities. The highlight of the week was ICC's participation in the GC Forum Extractives – a leading African forum bringing together governments, investors, and industry leaders to explore sustainable growth opportunities on the continent.

Read

RIMA Winter Academy 2026 – Summary

On **6 February 2026**, the RIMA Winter Academy on International Arbitration concluded. This year, professionals from 31 jurisdictions participated in the Academy, including Germany, Turkey, Spain, Serbia, CIS countries, Brazil, Egypt, Vietnam, France, and Russia. Over two weeks, participants actively studied issues of fragmentation in international arbitration – in particular: competition of jurisdictions, divergences in the application of international conventions, nuances of enforcement, and more.

Read

Fourth Annual VIAC CAN Congress

The fourth annual VIAC CAN Congress was held on **13 February 2026** in Vienna under the motto 'Cultivating Ideas into Impact.' The main topics were cross-border enforcement of awards in Central and Eastern Europe and the impact of artificial intelligence on the role of arbitrators.

Read

16th Moscow Pre-Moot for the Willem C. Vis International Commercial Arbitration Moot

On **14–15 February**, the annual Moscow Pre-Moot, organised by RIMA in partnership with the Faculty of Law of Lomonosov Moscow State University, took place. This year the pre-moot attracted teams from several countries, and arbitrators repeatedly noted the participants' high standard of advocacy and depth of legal knowledge. After two days of intense competition, first place was taken by the team from the HSE University (Moscow), which faced the team from the Federal University of Rio Grande do Sul (Brazil) in the final round.

Read

UNCITRAL Working Group II Colloquium, New York

On **17 February**, Valeria Senatorova, Director of the RAC at RIMA, participated in the Colloquium, the purpose of which was to identify key issues associated with remote formats of arbitral proceedings and to consider whether dedicated provisions on the conduct of online hearings are needed within the UNCITRAL framework.

Speakers discussed the difficulties and limitations arising in fully virtual and hybrid arbitration hearings, and considered to what extent these issues are truly unique to the online format as opposed to arbitration more broadly. Participants also examined institutional experience and existing practical solutions, and discussed whether there is a need for a single universal instrument on online hearings – or whether a unified procedural culture for remote proceedings has already emerged.

Read

Budapest Arbitration Days

On **23–24 February 2026**, the first Budapest Arbitration Days were held in Hungary. The organisers position the event as opening 'a new era for arbitration in Central and Eastern Europe.' Key topics included: the impact of CJEU decisions on commercial, sports, and investment arbitration; expert evidence in construction disputes; expedited procedures (expedited and 'supersonic' arbitration, UNCITRAL Expedited Arbitration Rules, CAS ad hoc rules); new technologies and AI in arbitration; and more.

Read

7th Thailand & SE Asia International Arbitration Summit

The event was held on 25 February 2026 in Bangkok. Main sessions addressed the recognition and enforcement of arbitral awards in the context of geopolitical risks, tactical aspects of negotiations and the growing popularity of ADR in Thailand, and the prospects for dispute resolution in M&A and joint venture transactions in South-East Asia. Particular attention was given to construction and energy disputes, including issues of tariffs and expert engagement, as well as corporate fraud and digital asset tracing in the context of AML and FCPA requirements.

Read

IPBA Annual Conference 2026

The 34th Annual Conference and General Meeting of the Inter-Pacific Bar Association (IPBA) was held from 25 to 28 February 2026 in New Delhi. The event, held under the theme 'The Future of Law: Agility, Creativity and Change,' brought together over 850 legal professionals from 65 jurisdictions. The conference focused on adapting legal practice to contemporary challenges, including artificial intelligence in the competitive economy and regulation, law firm management, and reconceptualising the modern law firm in the context of innovation. Participants also discussed practical difficulties in choosing governing law in cross-border transactions.

Read

Georgetown Arbitration Month (GAM) 2026

GAM takes place each year in February and lasts for a full month – a format that allows for an in-depth and comprehensive examination of current issues in international arbitration. The event is organised by the Georgetown International Arbitration Society (GIAS).

Key themes of GAM 2026 included: the relationship between domestic courts and arbitral tribunals (tension, trust, and transformation); the role of diplomacy in state-investor negotiations; the future of sports arbitration and questions of fairness; reconceptualising ICSID's role in contract-based disputes; the Middle East's ambition for leadership in global arbitration; the treatment of intangible investments (from intellectual property to data) in investor-state dispute settlement (ISDS); and more.

Read

8th ICC India Conference on International Arbitration

The conference was held in New Delhi on **28 February 2026**. A wide range of current issues was discussed – from geopolitical aspects to the latest changes to the ICC Arbitration Rules in the Indian and global context. Key sessions addressed: the impact of sanctions on the choice of arbitral seat, force majeure, and strategies for Indian businesses; reform of the ICC Rules, default proceedings, and the future of arbitration in India.

Read

RIMA Academy for Arbitrators

The RIMA Academy for Arbitrators 2026 is ongoing.

On Saturday, **24 January**, the introductory open online lecture 'General Principles of Arbitration: An Arbitrator's Perspective' – the first module of RIMA's intensive Academy for Arbitrators programme for both aspiring and practising arbitrators – was held.
The lecture introduced participants to the key principles and stages of an arbitrator's work, the main distinctions between arbitration and other dispute resolution mechanisms, the types of arbitration, the jurisdiction of the tribunal, and the principal stages of arbitral proceedings – from the initiation of proceedings to the issuance of an award. The speakers were Anna Arkhipova, Associate Professor at the Department of Obligations Law of the Russian School of Private Law, Deputy Chair of the Maritime Arbitration Commission at the CCI RF, and member of the RAC Presidium at RIMA; Konstantin Krol, partner at Dentons; and Tatiana Minaeva, independent arbitrator, FCIArb. The lecture was moderated by Valeria Senatorova, Director General of RIMA.

On **28 February and 1 March**, sessions of Module 2 – 'Appointment of Arbitrators and Questions of Tribunal Jurisdiction' – took place. Participants examined in detail issues relating to the arbitration agreement, arbitrability, and the *Kompetenz-Kompetenz* principle, as well as specific aspects of determining a tribunal's jurisdiction. In a practical workshop, students analysed defective arbitration clauses and discussed approaches to their interpretation and validation.
Separate attention was devoted to arbitrator appointment procedures, the constitution of multi-member tribunals, assessment of arbitrators' independence and impartiality, and challenge procedures. The workshop also covered issues of multi-party and multi-contract arbitration, *lis pendens* in arbitration, and how to succeed in an interview and obtain an appointment as an arbitrator.

Read

XI RAA Online Arbitration Competition – 2026 Edition

The RAA Online Arbitration Competition is an annual student moot court competition dedicated to topical issues of civil law and international commercial arbitration. The Arbitration Association and RAA25 invite all law students from Russia and the CIS to take part in the 11th competition; the problem is already published and team registration is open until 8 April.

Read

Eighth Basel Conference: Arbitration and Crime

On 8–9 January 2026, the 8th Conference on Arbitration and Crime was successfully held in Basel. The first panel discussion addressed the problem of fraud on the tribunal, with speakers discussing how arbitrators can identify bad faith conduct by parties and examining the civil and criminal consequences of such conduct. The second session addressed complex questions of ratification, acquiescence, and estoppel, with discussion focused on the legal effects of these doctrines.
The third session centred on the latest ICC report on red flags for corruption. Experts presented the key findings and methodology of the report, and discussed how these indicators affect the conduct of arbitral proceedings. The final discussion brought the audience into the digital age: the panel 'Arbitration in the Age of Cryptocurrencies' provided an overview of typical blockchain disputes, with particular attention given to the new Crypto Valley Arbitration rules.

Read

SIAC-CIArb Debate 2026

The central theme of the event, held on 14 January, was the pressing question of regulating the professional conduct of counsel in international arbitration. In a single set of proceedings, lawyers from different jurisdictions may be subject to different national ethical codes – creating a complex and inconsistent patchwork of professional standards.

The debate addressed the following issues: how counsel should in practice navigate potentially conflicting requirements of national rules and international guidelines; whether the inequality of standards undermines fundamental principles of fairness and good faith in arbitration; and whether existing national ethical regulators provide sufficient protection of these values. Experts also discussed whether there is a need for a more unified transnational code of conduct that would provide all participants with clarity as to the expected standards. The debate highlighted the importance of striking a balance between respect for national legal traditions and ensuring consistency and predictability in global arbitration practice.

Read

Swiss Arbitration Summit 2026

From 14 to 16 January 2026, the Swiss Arbitration Summit 2026 was held in Geneva, bringing together leading specialists in international arbitration, including practising lawyers, in-house counsel of major corporations, representatives of arbitral institutions, and academics from a range of jurisdictions. Over the three-day programme, participants discussed current trends in international dispute resolution, procedural innovations, and the impact of geopolitical developments and sanctions on cross-border trade and investment.

The Summit programme included plenary sessions, thematic panel discussions, and practical sessions addressing, in particular, improvements in arbitral efficiency, the use of technology and artificial intelligence,

and the development of specialist rules – including the Supplemental Swiss Rules for Trust, Estate & Foundation Disputes (TEF Rules). Dedicated sessions addressed political crises and their impact on international arbitration, and the search for more effective models for interaction among parties, arbitrators, institutions, and domestic courts. Particular attention was given to the constitution of arbitral tribunals with due regard for diversity and inclusion, and to the development of practical guidance for party representatives and arbitrators working on complex commercial and investment disputes.

Read

14th ICC MENA Conference on International Arbitration

The ICC MENA Conference on International Arbitration, held in Dubai on 27 January 2026, served as a forum for discussion of international arbitration issues in the Middle East and North Africa. The conference programme included thematic panel discussions on current trends and challenges in international arbitration in the region, the transformation of the dispute resolution infrastructure, the adoption of modern technologies, and the interaction between arbitration and other ADR mechanisms.

Considerable attention was given to issues of practical importance to businesses operating projects in MENA countries, including the choice of forum and governing law, the specifics of enforcing awards in regional jurisdictions, and the development of effective dispute resolution strategies taking into account local legal practice and business customs.

Read

XXVII IBA Arbitration Day 2026 'New Horizons', Abu Dhabi

On 28–29 January, the flagship conference organised by the Arbitration Committee of the International Bar Association (IBA) took place, with the central theme of adapting arbitration to the challenges of the innovative era.

The programme comprised several thematic sessions: the session 'From Outer Space to the Ocean Floor' addressed legal and procedural challenges in disputes relating to space projects, deep-sea extraction, and infrastructure in extreme environments, including issues of evidence and enforcement of awards; speakers in the 'New Energies' session examined the specific features of arbitration in the green hydrogen, energy storage, and electrification sectors; the 'Smart Cities' session addressed disputes arising from the deployment of AI and automation in urban infrastructure, with a focus on cybersecurity and data protection; and the 'Virtual Assets' session presented arbitration as an effective forum for resolving disputes related to cryptocurrencies, tokens, and smart contracts, with participants highlighting the key advantages of arbitration in this sphere: technical expertise of arbitrators, confidentiality, and the ability to enforce awards abroad.

Read

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