Российский арбитражный центр

при Российском институте современного арбитража

ARBITRATION DIGEST SEPTEMBER 2021

This year, the Russian Arbitration Center at the Russian Institute of Modern Arbitration celebrates its first anniversary! We are grateful to everyone supporting our work and invite you to celebrate this modest, yet important date, with us.

We strive to make it so that all our activities – whether on administering disputes, organizing moot courts for students or other events – always aspire to a high social aim. This time, we have decided to support the World Wildlife Fund's (WWF) Guardians of the Forest Project. The Project aims to preserve primary forests – that is, forests with no roads, deforestation, and settlements. Today, merely one fifth of all Russian forests remains, and the numbers are dwindling every year. By the beginning of next century, Russia can lose all of its primary forests, unless we take timely measures.

It is for these reasons that our event will be held in the form of a fundraiser in support of WWF Russia and the Guardians of the Forest Project.

Time and venue: 14 October 2021 at 19:00, Metropol Hotel (2 Teatralniy Proezd).

Dress code: Black Tie, Black & White (if possible).

The cost of the entrance ticket is RUB 10,000 (a special offer of RUB 7,500 per ticket applies when purchasing more than 4 tickets for one organisation).

During the fundraiser, 70% of the ticket price will be donated to WWF Russia. To register, please, fill in the registration form.

CASE LAW DEVELOPMENTS

Hard to Find and Easy to Lose: Canadian Court, Lost in URLs, Refuses to Recognize an Arbitration Clause as Formed

An interesting position for common law lawyers and companies that use their websites to host terms and conditions not expressly incorporated into their contracts has been formulated by the Manitoba Court in *Razar Contracting Services Ltd v. Evoqua Water Technologies Canada Ltd. et al*., 2021 MBQB 69. The Court concluded in its decision that failure to expressly incorporate an arbitration clause into a contract may lead to a consequence as harsh as unenforceability of the clause in question.

The dispute arose between a subcontractor Razar Contracting Services Ltd and Evoqua Water that had made a subcontracting agreement for the expansion of a potato processing plant, over a delay in performance and unpaid invoices.

In its procurement bids, Evoqua relied on the general terms and conditions published on its website and acceded to by the counterparty when entering into the contract. Found among these terms and conditions – a fact that Evoqua did not emphasize – was an arbitration clause that provided for arbitration of any disputes in Pittsburgh, Pennsylvania. The President of Razar was not able to access the arbitration clause *via* the Internet link and filed its own claim with a state court in response to the arbitration initiated by Evoqua.

Having reviewed the case files and a motion by Evoqua to terminate the legal proceedings in view of the pending arbitration, the Court found that a simple link to the terms and conditions on the website (let alone links scattered across different sections and contained vague and ambiguous wording) did not suffice for forming a proper arbitration clause, since both parties had to either sign an agreement or confirm that an agreement was formed through an exchange of documents. Moreover, according to the Court, there was no meeting of minds that was required to make a contract under common law, as well as no evidence that Evoqua had helped its counterparty to ascertain the content of the arbitration clause.

Читать

Discovery of Evidence through Article 1782 of the US Code: Is There a Chance for Clarity?

In March 2021, it became known that the US Supreme Court was to consider whether federal courts may assist in the discovery of evidence in international commercial arbitration (*Servotronics Inc. v. Rolls-Royce PLC, et al.*). The applicability of Section 1782 of the US Code to international commercial arbitration has been a matter of debate for a long time and has led to inconsistencies in court practice.

A chance to clarify this matter has been missed again: a claimant has withdrawn its motion as the case will be terminated shortly and the US Supreme Court has already removed the hearing scheduled for 5 October from its roster. Most likely, all *amici curiae* filed by the members of the international arbitration community will be left without consideration.

Nevertheless, it is clear that this debate is yet to be over. It has been reported that there is a chance that the matter of the Section's interpretation may be elucidated in another case – the proceedings between Lithuania and the Russian Fund for Protection of Investors' Rights in Foreign States over the recovery of damages caused by the alleged nationalization of Bankas Snoras by the Lithuanian Government (*Fund for Protection of Investors' Rights in Foreign States v. The Republic of Lithuania*). The Russian counterpart has notified that it intends to request assistance from the US Supreme Court to obtain evidence for the arbitration against Lithuania in reliance on the Section referred to above by 7 October 2021.

Читать

M&A Transaction, with M for Medicine and A for Arbitration

A US pharmaceuticals company Perrigo has reported its victory in arbitral proceedings against a Belgian company Alychlo conducted under the Rules of the Belgian Centre for Arbitration and Mediation (*Perrigo Company PLC and Perrigo Ireland 2 v. Alychlo NV and Holdco I BE NV*).

The dispute arose in 2014 due to Alychlo's fraud and violation of its guarantee under financial documents in the course of a USD 4.3 billion transaction for the acquisition of the Belgian supplier of health products Omega Pharma, owned by Alychlo.

The arbitral tribunal found that the sellers – Alychlo and its controlling shareholder – were jointly and severally liable for the intentional concealment of information during the negotiation of the transaction, which resulted in considerable damages for Perrigo after the deal was performed.

This case is probably one of the largest pharmaceutical disputes ever heard in Belgium: the oral hearings aimed at resolving the dispute took five weeks, 27 witnesses were examined, and the awarded compensation amounted to nearly EUR 350 million.

Читать

National Rifle Association of America Misses the Target in a Dispute with the JAMS

The dispute arose due to the failure by an arbitrator appointed in a case initiated by the National Rifle Association of America (NRA) and administered by the arbitration institution JAMS to disclose his relationship with the counsel for NRA's opponent, a fact that NRA learnt about under quite unusual circumstances (The National Rifle Association of America v. JAMS, Inc. and Winston & Strawn LLP, District of Columbia Court of Appeals, No. 2021-CV-0079).

A few weeks before the hearing in the case between NRA and the unnamed opponent, the arbitrator sent an email containing an article of racist content to 39 people. An NRA representative, who accidentally

happened to be among the email's recipients, perused the list of addressees and discovered among them the opposing counsel in the arbitration. In addition to that, the arbitrator also issued an order requiring that the Association make an advance payment to the counterparty to cover the latter's expenses.

NRA immediately challenged the arbitrator, and the JAMS satisfied the motion. Following a request of the Association, the arbitral institution announced that the arbitrator disclosed that the representative of the NRA's opposing party had been his acquaintance for 20 years, but reported that he had not contacted this representative since 2019, when the arbitral proceedings commenced.

In July 2020, NRA filed a lawsuit with the DC Superior Court against the said representative and the JAMS, claiming that the arbitration institution had to disclose the ties between the arbitrator and the representative and should not have appointed the arbitrator in the case. NRA also made a note of the fact that the arbitrator endorsed racist views.

The Court dismissed the NRA's lawsuit, as well as removed the JAMS from the case on the basis of the doctrine of arbitral immunity. As the Judge found, there was no evidence in this case that would anyhow attest to the relationship between the representative and the arbitral tribunal. NRA did not agree with the decision and filed an appeal with the DC Court of Appeals.

Читать

Claimants in the Belt and Road Cases and ICC Jurisdiction Take Different Roads

Two Turkish companies were engaged in the construction of a motorway in Kazakhstan within the framework of the One Belt One Road Initiative. The construction contracts included provisions on dispute resolution mandating that a dispute should be first addressed by the dispute adjudication board and then referred to arbitration.

In 2016, the contractors for the first time encountered difficulties in constructing the motorway: the Road Committee of the Ministry of Investment and Development of Kazakhstan failed to provide the requisite design documents, a circumstance aggravated by the unexpected landscape features (the terrain consisted of large swamped areas).

A member of the dispute adjudication board examined several contractors' complaints (six complaints were filed in total); however, the decisions regarding some of the complaints arrived with a considerable delay.

In 2017, the Turkish companies, dissatisfied with the board member's performance, applied to the ICC (Doğuş İnşaat ve Ticaret A.Ş and Gulsan Insaat Sanayi Turizm Nakliyat T.A.S. v. The Kazakhstan Committee of Roads of the Ministry of Investment and Development, ICC Case No. 22877/MHM/HBH (C-22878/MHM)). The arbitral tribunal dismissed most of the complaints due to a violation of the pre-trial procedure: the Turkish contractors failed to file a notice of dissatisfaction with the dispute adjudication board, contrary to the applicable procedure. Also, in violation of the contract provisions, the Turkish companies repeatedly raised the same set of claims in subsequent complaints.

Eventually, the arbitral tribunal awarded USD 7.2 million to the contractors under other claims (the initial claims were brought for USD 200 million), as well as ordered each party to meet its own arbitration costs. The costs borne by both parties covered the engagement of experts, two-week hearings, and trips to Kazakhstan and amounted to nearly USD 16 million.

Читать

Wild Mining Safari

A company Transasia, incorporated in South Africa and controlled by a parent company owned by a Russian millionaire, filed a claim against the Republic of South Africa based on the alleged misappropriation of USD 30 million by a South African company (*TransAsia Minerals Ltd v. Republic of South Africa*).

In 2010-2012, the Russian company together with an investment company 11 Miles Investments entered into a sales contract to acquire mining rights within the framework of an agreement with a mining company Umsobomvu Coal. According to the Russian company, however, as of today Transasia has not yet obtained a mining license, because the mining company's CEO, supported by the state, misappropriated the mining rights that should have been transferred to Transasia.

In the proceedings before national courts between Transasia and 11 Miles Investments, on the one side, and the Umsobomvu Coal CEO, on the other, the mining company claimed to have annulled the sales contract. The Umsobomvu Coal CEO managed to obtain an interim arbitral award in his favor with a view to have it enforced as soon as possible by South African courts. Transasia opposed the award and filed a counterclaim for emergency suspension of the award's enforcement and its revision, seeking to prevent the Umsobomvu Coal CEO from selling mining property rights.

Unless the situation changes in the nearest future, the Russian investor will initiate an international arbitration and claim USD 400 million under the 1998 Russia-South Africa BIT.

Читать

California Workers Ready for Labour and Arbitration

The Ninth US Circuit Court of Appeals in San Francisco has overturned a decision of the first instance court that limited the effect of most of the provisions of AB51 (Assembly Bill 51) enacted by the California State Legislature. The Bill prohibited employers from requiring employees to arbitrate workplace disputes, which the first instance court recognized as a violation of the US Federal Arbitration Act.

The Court of Appeals did not accept this interpretation of the Bill and observed that "arbitration is a matter of contract and agreements to arbitrate must be voluntary and consensual." Accordingly, the California Bill, which does not allow current or prospective employees to be required to consent to arbitration as a condition for keeping their jobs, does not contravene the federal legislation.

California is not the first state to seek to tighten the rules of employment (labour) arbitration. In 2017, the US Supreme Court quashed the ban on employment arbitration in a number of states, ruling that public authorities were not allowed to selectively invalidate arbitration agreements for the reason that they had been improperly formed.

Читать

The European General Court Compares Arbitration to Litigation

In a joint case *DEI v Commission* (T-639/14 RENV, T-352/15, T-740/17), the European General Court has overruled a decision of the European Commission that refused to review an arbitral award in a dispute between the state electricity provider DEI and a Mytilinaios plant regarding the establishment of preferential tariffs under the 1960 agreement that was to expire in 2006.

In February 2004, DEI notified its counterparty of its intention to terminate the agreement. The predecessor of the Mytilinaios plant, Alouminion, challenged this decision in a local court, which granted interim measures and ruled to postpone the termination of the agreement until the dispute between DEI and Alouminion was settled.

On the basis of the 2011 arbitration agreement, DEI and Mytilinaios as its new counterparty agreed to refer their dispute to the Greek Energy Regulator. The arbitral tribunal set up according to Greek law and the arbitration agreement delivered an award fixing the energy tariff to apply to Mytilinaios.

In contesting this award, DEI submitted that Mytilinaios had thus benefitted from state aid, as the tariffs provided in the award turned out to be considerably below market prices. The European Commission refused to review the arbitral award, stating that the aid was neither attributable to the state nor discriminated DEI in favor of Mytilinaios.

The European Court did not share the opinion of the European Commission and found that the arbitral proceedings conducted in accordance with the procedure established by law had the same effect as proceedings before a state court. Accordingly, as far as provision of state aid was concerned, the award was to be reviewed in the same manner as regular court decisions.

Читать

Evidence of Corruption as a Compelling Circumstance

The Singapore International Commercial Court has examined the case on setting aside two arbitration awards made under the bilateral investment treaties between Laos and the Netherlands, and Laos and China.

In 2021, a number of disputes simultaneously arose between Laos and investors, owners of casinos and arcade game centers, that claimed that their investments had been expropriated. Although the disputes did not depend on one another formally, a joint hearing was held where the arbitrators heard the parties' arguments with regard to the tribunal's jurisdiction. On the eve of the merits hearing, both cases were adjourned, since the parties managed to execute a settlement deed clarifying the steps they had to take to settle the existing disagreements, as well as providing that the arbitration proceedings would resume in case the settlement failed. Clause 34 of the deed stipulated that in case the arbitration proceedings were resumed both parties would not be allowed to adduce new claims and evidence.

Plans to settle the disputes out of the arbitration were not to be. The investors resumed the arbitral proceedings after Laos had committed a material breach of the deed's provisions. Over the course of the arbitration, Laos intended to put forward new evidence that supported the investors' own involvement in acts of corruption, bribery, and fraud. Laos argued that the arbitration panel was allowed to accept the evidence even despite the effect of Clause 34 of the deed.

The arbitrators concluded that, even in light of the parties' deed, existence of this evidence constituted a compelling fact that the tribunal could not disregard. Eventually, the tribunal dismissed the investors' claims, finding that their actions in Laos had not been performed in good faith and had not been lawful from the financial standpoint.

The investors, dissatisfied with this approach, applied to set the awards aside. However, the Singapore International Commercial Court upheld the arbitrators' findings, observing that no agreement by the parties could prevent an arbitral tribunal from examining evidence of corruption and thus restrict the competence of the arbitrators.

Читать

INVESTMENT ARBITRATION NEWS

Gold Fever

Raúl Linares Sanoja, an Italian securities market broker, and his companies Intresor (Peru) and Aram Asset Management (the Dutch island Curaçao), operating jointly to acquire, store, transport, and export gold from Peru, have filed a claim for USD 65 million against Peru in accordance with the UNCITRAL Arbitration Rules (*Raúl Linares Sanoja, Aram Asset Management and Intresor v. Republic of Peru*).

The dispute resulted from a series of criminal cases against Aram Asset Management and the confiscation of 18 gold bars worth USD 1.9 million by the Peru's customs and tax authority after the gold bars underwent all customs checks and chemical analysis.

As the investors claim, the Peruvian authorities amended the relevant documents so that the bars came to belong to a third party, a debtor under tax liabilities; the authorities also accused the investors of laundering money through the export of allegedly illegally mined gold and opened criminal cases against them on account of allegations of corruption.

Читать

Hertzes – Maybe, Maybe Not

A long-standing dispute between a French satellite operator Eutelsat and Mexico on reserving satellite capacity for government use, with the claim worth USD 120 million, has ended in Mexico's victory (*Eutelsat S.A. v. United Mexican States*, ICSID Case No. ARB(AF)/17/2).

In 2014, Eutelsat acquired an operator of three satellites in Mexico for USD 831 million, with telecommunication coverage extending to the most of North and South Americas. Later, however, Mexico requested to reserve a part of satellite capacities for government use, thus creating a "state reserve" of MHz (363 MHz in total, corresponding to nearly 7% of the total capacity of the satellites). Eutelsat could neither use this reserve on its own nor sell it to third parties, and the investor believed that the reserve was larger than the one established for its competitors. Discussions held between the government and operator representatives over numerous meetings, where Mexico's authorities convinced Eutelsat that the state reserve would be gradually reduced, were not documented.

In 2017, the operator brought a claim to the ICSID under the ICSID Additional Facility Rules, as Mexico ratified the ICSID Convention only in 2018. Nevertheless, the tribunal found that undocumented promises could not create reasonable expectations for the investor or serve as proof of arbitrary treatment.

Читать

Bolivar Cannot Cope with Canada

The aviation company Air Canada, incorporated in Canada, had been operating flights to Venezuela ever since the execution of the 1990 Air Transport Agreement between Canada and Venezuela, converting its profit from flights from bolivars to US dollars at the exchange rate fixed by the Venezuelan special governmental commission. In 2014, the Commission changed the exchange rate, and the aviation company suspended flights to Caracas due to protests over the struggle between Nicolás Maduro and Juan Guaidó for the presidential post in Venezuela. As a result, after Venezuela failed to process 15 requests by Air Canada for the exchange of currency in the amount of around USD 50 million by 2016, the aviation company filed the ICSID claim (*Air Canada v. Bolivarian Republic of Venezuela*, ICSID Case No. ARB(AF)/17/1).

Venezuela contested the jurisdiction of the arbitral tribunal: it believed that the dispute should have been considered on the basis of the Air Transport Agreement and not the 1996 Canada-Venezuela Bilateral Investment Treaty (BIT). Moreover, the authorities justified their refusal to exchange currency by the country's lack of available US dollar reserves at the time.

The ICSID tribunal dismissed Venezuela's jurisdictional objections on the applicability of the Air Transport Agreement on the ground that the parties directly expressed their will to apply the BIT; it also dismissed objections with regard to Air Canada's waiver of its right to arbitration due to entering into negotiations. The tribunal also observed that a right to transfer funds freely is an investor's "imperative right"; therefore, Air Canada's expectations concerning the transfer were legitimate. At the same time, the arbitral tribunal established that Venezuela had made payments to other aviation companies during the period in question.

Given these circumstances, the ICSID tribunal made an additional award of USD 26 million in favor of Air Canada, having reduced the investor's initial claims by the amount Venezuela would have gained if it had used one of the two "official additional foreign exchange rates" available in March 2014.

Читать

ECJ Takes a Broad Stance on Its Jurisdiction

The European Court of Justice has issued a landmark decision that can affect many arbitration proceedings. The ECJ ruled that it has jurisdiction to render decisions in investment disputes stemming from the Energy Charter Treaty (ECT) even where a dispute falls outside of the EU legal framework, as the ECT forms a part of the EU legal order.

The ECJ has issued this decision in the context of arbitral proceedings between a Ukrainian company and Moldova (*Energoalians TOB v. Republic of Moldova*) before the Paris Court of Appeal that the parties asked to interpret the ECT. In this case neither the parties, nor the French Court sought a decision on a point of law applicable within the EU framework – the European Commission alongside EU member states intervened in the proceedings on its own initiative.

The ECJ observed that the fact that the ECT was signed not only by the EU member states, but by other states as well did not rule out the Court's jurisdiction, and the parties chose Paris as the seat of arbitration, thus having consented to the application of the EU law. With regard to the exact request initially made by

the parties before the French Court, the ECJ decided that the term “investment” within the ECT regime did not mean a debt arising out of an electricity supply contract that did not involve any contribution by the investor into the host state; the Court therefore supported Moldova’s position.

Читать

Insolvency Administrator Allowed in an Investment Dispute

In a dispute between Latvia and a Latvian bank (*AS PNB Banka, Grigory Guselnikov and others v. Republic of Latvia*, ICSID Case No. ARB/17/47), where claims of the former management were based on the unfounded, as they argued, declaration of the bank’s insolvency, the arbitral tribunal has delivered an interim award allowing an insolvency administrator, appointed by the Latvian authorities, to represent the bank.

The dispute arose in 2017, after PNB Bank asserted that the conduct of national regulators breached the bilateral investment treaty between the UK and Latvia. In 2019, after a communication from the European Central Bank, the Financial and Capital Market Commission of Latvia suspended the bank’s licence and initiated bankruptcy proceedings, a decision later upheld by a Latvian court. The following year the bank’s majority shareholder and a UK national of Russian descent, and his family joined the bank’s claim.

Understanding that the matter was sensitive, the arbitration panel took account of the evident conflict of interests, in view of which it divided representation in the case. With regard to the claims relating to the actions of the Latvian financial regulator and declaring the bank insolvent, its interests are to be represented by the former management, while the insolvency administrator will represent the bank under the rest of the claims.

In addition, the bank’s managers have been granted an opportunity to raise again the issue of challenging the insolvency administrator in the case if the circumstances arise that could raise doubts in his impartiality and in the absence of pressure exerted on him by the authorities.

Читать

Saudi Arabia’s First Win at the ICSID

Saudi Arabia celebrates its first victory in the dispute with a French investor Makae under the claim worth USD 570 million (*MAKAE v. Saudi Arabia MAKAE Europe SARL v. Kingdom of Saudi Arabia*, ICSID Case No. ARB/17/42). The dispute originated after in mid-2000 the Ministry of Commerce and Industry of Saudi Arabia took a series of measures forcing the investor to wind up a number of shops and restaurants in the country. Besides, the company’s owner was criminally prosecuted and arrested; as a result, in 2005, the investments lost their value.

In 2017, the investor filed a claim with the ICSID. The key fact established by the arbitral tribunal was the absence of effective control by the claimant (Makae) over the investments in Saudi Arabia. A Kuwaiti businessman who founded Makae owned 100% of shares in the company Makae Trading Establishment

that was the one operating in Saudi Arabia, and 49% of shares in Makae itself. Therefore, during the arbitral proceedings, Makae acknowledged that it did not own Makae Trading Establishment, but argued that it exercised *de facto* control over it.

Nevertheless, the tribunal concluded that Makae did not make strategic decisions with regard to the investments, did not enter into contracts on its behalf, and its owner was not involved in the negotiations as a director.

Читать

ARBITRATION NEWS

UNCITRAL Expedited Arbitration Rules Enter into Force

On 19 September 2021, the UNCITRAL Expedited Arbitration Rules entered into force. The Rules were prepared by UNCITRAL's Working Group II, which is expected to finalize the accompanying explanatory note at its 74th session.

The Rules were developed following extensive work of the arbitration community on the best practices of expedited arbitral proceedings that guarantee both efficiency and due process.

Читать

IBA Working Group Checks Privileges

Article 9.2(b) of the IBA Rules on the Taking of Evidence in International Arbitration stipulates that the arbitral tribunal shall, at the request of a party or on its own motion, exclude from evidence or production any document, statement, oral testimony or inspection if there is a legal impediment or privilege under the legal or ethical rules determined by the arbitral tribunal to be applicable.

To ensure the consistent understanding of the Article, the IBA has created a Working Group that will determine the exact privileges that trigger the application of Article 9.2 (b). The Group is expected to issue a report with the results of its research next year.

Читать

Young IMA Arbitration Review for 1H 2021

The Committee for Interaction between Arbitration and State Courts composed of Boris Glushenkov and Alexander Chereshnev and headed by the Co-Chair of Young IMA Dmitry Andreev has prepared a review of the practice of Russian courts on arbitration. The Committee regularly selects, formulates, and systematizes interesting positions of Russian courts on arbitration, allowing not only the members of the Committee, but all readers to follow the latest court practice in the field.

The new review examines the case law on such matters as anti-suit injunctions preventing foreign arbitrations, transfer of rights under arbitral awards, and parties' abuse of arbitral institutions for the purposes of circumventing the law.

Become a member of Young IMA to take part in preparing reviews and stay on top of all current trends of the court practice!

Читать

New Configuration of the SIAC

The SIAC has announced the alterations in SIAC Board of Directors and Court of Arbitration. SIAC welcomed five new Board Members, among which is Ms Lucy Reed, who has also become the new President of the SIAC Court of Arbitration, succeeding Mr Gary Born after expiration of his three terms of presidency.

Apart from this, nine new members have been appointed to SIAC's Court of Arbitration, including Mr Dmitry Dyakin, the first Russian representative in the Court..

Читать

ICLG и GLI Guides to Dispute Resolution in Courts and Arbitration

The Russian Arbitration Center has prepared short guides to Russian legislation on international arbitration, as well as litigation and dispute resolution in 2021 (ICLG and GLI acted as publishers, respectively). The guides cover such countries as the US, England and Wales, France, Germany, Italy, Spain, Sweden, Switzerland, China, Hong Kong, Russia, and many others.

At Opposite Arbitration Poles

After Ecuador joined the ICSID Convention, as we discussed in the June Digest, it has made another step towards a pro-arbitration approach, as, on 26 August, Regulations to the Arbitration and Mediation Law entered into force in Ecuador.

The new law supports arbitration in public procurement and has introduced such changes as exceptions from the general rule requiring that the Attorney General give a mandatory prior approval for arbitration clauses to be included in state contracts, requirements that arbitration agreements be included in draft contracts, and expansion of the category of arbitrable disputes in state procurement.

The other provisions of the Regulations also attest to the pro-arbitration approach: in particular, the new Regulations establish that setting arbitration awards aside should be applied as an extraordinary measure and national courts must adhere to the principle of minimal intervention. The provisions of the Regulations,

in line with the globally accepted arbitration practice, have increased the chances that new arbitration centers will be opened in Ecuador.

However, not all the states soften the arbitration regulation. Thus, a new law passed by the Parliament of Egypt authorizes the Supreme Constitutional Court to review the consistency of awards made by international organizations, institutions, and foreign courts and aimed to be enforced against Egypt with the state's Constitution. In addition, the law grants to the Prime Minister the right to ask the Constitutional Court to render such awards invalid.

Although a provision allowing the invalidation of arbitral awards was taken out at the drafting stage, the experts are concerned that a broad interpretation of the provisions that were eventually enacted could nevertheless affect such awards.

ADR EVENTS

4th Competition of Civil Law Research Papers Condicio Iuris 2021–2022

Russian Economic Disputes Bulletin and Legal Institute “M-Logos” are now accepting submissions for the fourth civil law academic research competition *Condicio Iuris*. The competition is organized with support of the Russian Institute of Modern Arbitration.

Participants are invited to submit their research papers on the issues of Russian private law until 28 February 2022. Results will be announced at the end of May 2022 at Zakon.ru. The winners will receive monetary prizes, an opportunity to publish their research in the Russian Economic Disputes Bulletin, as well as free subscriptions to law periodicals and certificates for educational programs.

Читать

GAR Live: Moscow 2021

GAR Live: Moscow 2021 conference will take place on 12 October 2021. The conference program features panel discussions on various facets of arbitration as a method of dispute resolution. The participants will explore the issues of correlation and interaction between public law and arbitration, the problems arising when arbitrating financial disputes and disputes on infrastructure projects, as well as the current state and future of arbitration in the Middle East. The sessions will be moderated by Dmitry Dyakin from Rybalkin, Gortsunyan & Partners and Steven Finizio from WilmerHale, and the speakers will include leading Russian and international arbitration specialists.

Читать

Pre-Moots of the V Professor Mozolin Moot Court

This September welcomed the first pre-moots of V Moot Competition on Arbitration of Corporate Disputes named after Professor Mozolin in four different Russian regions. Participation in pre-moots has granted the teams with valuable feedback, new skills and additional points.

Over the two weeks, the Russian Institute of Modern Arbitration organised dozens of rounds involving over 100 arbitrators from all over Russia. We would like to express our deep gratitude to the organizers of the regional pre-moots: Denis Gavrin (Director, USLU Institute of Law and Business), Olesya Gimadrislamova (Associate Professor of Civil Law, Bashkir State University), Sergey Saveliev (Partner, Saveliev, Batanov & Partners), and Elena Fadeeva (Senior Degree Programme Manager, Baltic Federal University).

The registration for the teams for the main rounds is available until 3 October 2021. It is also possible to register as arbitrator or a coach.

Читать

III International Interdisciplinary Research and Practice Conference “Mediation: Modernity, Innovation, Technology”

The III International Interdisciplinary Research and Practice Conference “Mediation: Modernity, Innovation, Technology” took place in Saint Petersburg on 23 and 24 September 2021.

Russian and foreign academics, practicing lawyers, judges, and mediators discussed issues of mediating disputes that involve public interests, feature credit institutions, address tax matters, or concern urban development, health care and investment projects.

Recorded livestream of the conference (Day 1 and Day 2) is available on the YouTube channel of the Saint Petersburg State University.

Читать

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