Russian Arbitration Center

at the Russian Institute of Modern Arbitration

ARBITRATION DIGEST SEPTEMBER 2022

CASE LAW DEVELOPMENTS

Case Returns to Arbitration to Cure the Grounds for Annulment of Award

UNCITRAL Model Law Article 34(4) authorizes a court that has received a setting aside application, where appropriate and at the request of one of the parties, to suspend the litigation to give the arbitral tribunal an opportunity to resume the arbitral proceedings or take such other action as in the arbitral tribunal's opinion will eliminate the grounds for setting aside. A Singapore court, hearing a setting aside application (CKH v CKG [2022] SGCA(I) 6) made an order prescribing the scope of acts that the arbitral tribunal may take to cure the grounds for annulment of the award (the scope of remission). When the case was once again referred to arbitration, one of the parties raised matters that according to the opposing party went beyond the arbitrator's powers as defined by the court. The tribunal held that the parties were to approach the judge who had issued the order to determine if the tribunal could decide on the issues raised. The court, in turn, confirmed that the arbitral tribunal's role was strictly confined to the issues set out in the order. The Singapore court therefore established that an arbitral tribunal's competence is "revived" only to the extent prescribed by the court and its original award otherwise is and remains *functus officio*.

Read

A State Court's Powers to Assess Evidence in Hearing Annulment Applications Allegedly Inconsistent with Public Policy – the French Way

The French Court of Cassation affirmed a judgment of a lower French court annulling an ICC award as contrary to international public policy (*Sorelec v Libya*, Cour de Cassation, pourvoi n° 20–22.118). The Paris Court of Appeal held that underlying the award was a settlement that demonstrated "serious, specific and proven" indicia of fraud. The case concerned the ICC award in a dispute between Libya and the French company Sorelec. According to the Paris Court of Appeal, during the settlement negotiations, Libya's counsel entered into a conspiracy with the French company and failed to obtain a duly required approval from the Libyan State Litigation Department, the only Libyan authority empowered to execute such a settlement.

In its decision, the French Court of Cassation dismissed Sorelec's pleas that Libya should not have been allowed to make arguments related to the alleged fraud since it had not done so during the arbitration. Instead, the Court concluded that a party's actions do not limit a court's powers to independently assess international public policy issues. Sorelec also argued that a review of the circumstances of execution of the settlement agreement breached the French procedural law since the investigation was based on evidence that had not been produced during the arbitration. Yet, the Cassation Court did not accept that argument either, ruling that the provision in question did not limit its powers to investigate all fraud-related elements, including evidence not disclosed in the arbitration.

Read

Corruption in Arbitration? The French Investigators Are on It

The Democratic Republic of Congo accuses a French arbitrator of corruption and an investigation has commenced in the case.

The accusation was triggered by an ICC tribunal award of 2013 that ordered Congo to pay EUR 225 million to Commisimpex, as well as interest, in a dispute arising from a public works contract made back in the 1980s. In December 2021, the ICC tribunal resumed the arbitration after Congo had filed for the revision of the 2013 award based on alleged corruption by an arbitrator. Some experts believe that Congo's resort to French criminal justice is yet another way to delay enforcement of the arbitral award.

Interestingly, in November, the arbitrator, in turn, accused the Congo Minister of Justice and his French counsel of slander. At the same time, the arbitrator welcomed the news of the French prosecution (PNF) instructing the authorities to look into the African state's complaint, since that would "put an end" to numerous accusations.

Read

Refuel before a Challenge

The Oppenheimer investment fund has announced plans to challenge a FINRA (US Financial Industry Regulatory Authority) arbitral award over "evident partiality" of one of the arbitrators. The award ordered the fund to pay USD 36.7 million worth of damages to private investors for the conduct of one of the fund's brokers who had built a Ponzi scheme. In implementing the scheme, the broker was selling financial instruments to the investors, to then pay the money to the former buyers of the same instruments instead of investing it.

According to the fund, partiality is evidenced by the following. During the hearings, one of the claimants shared how during the war in Vietnam his plane was refueling in flight. One of the arbitrators, also in the military, replied that his father had operated such a flying gas tank.

It is also interesting to note that initially the claimants had demanded a much smaller compensation of USD 6 million and that the award does not contain reasoning, which is a standard practice for FINRA arbitrations.

Read

Indian Court Limits a Domestic Arbitrators' Right to Define the Amount of Their Fees after Accepting Appointments

The Supreme Court of India has attempted to put at rest the practice of ad hoc arbitrators of unilaterally revising the amount of their fees. Generally, the arbitrators could revise the amount of their fees during the arbitration, while the parties, in deference, would almost always accept the changes, so as not to

aggravate the tribunals that often comprise retired judges. The practice could not have failed to spark controversies in India's arbitration community. As a result, the Supreme Court of India was forced to rule on whether an arbitrator may unilaterally determine or increase their fees in the absence or contrary to any terms of the arbitration agreement or any other agreement between the parties. The Court concluded that the tribunal must strive to reach an agreement on its fees with the parties before accepting its appointment, and if that proves to be impossible, to refuse to accept the appointment. Besides, where the agreement between the parties provides for any fee-related terms, an arbitrator may not disregard it absent an amendment to its terms agreed upon by the parties.

Read

Arbitrator Raises the Retirement Age

Trade union representatives are trying to contest an award by an independent arbitrator, made in view of the impossibility to reach an agreement on a pensions reform for the employees of the Massachusetts Bay Transportation Authority (MBTA).

Problems had long been brewing in the MBTA pensions system: thus, the number of active employees paying contributions to the system is lower than the number of retired employees – that, and the system provided for very beneficial conditions for its participants. Thus, if an employee reached the age of 55 and had worked for 25 years, they were entitled to an unreduced pension calculated based on three consecutive years when the employee in question had the highest income, but amounting to no more than USD 200,000. Some employees enjoyed even bigger advantages guaranteeing the same benefits, but after having worked for 23 years irrespective of age.

Such attractive pension terms and the inadequate number of contributors to the pensions scheme brought the amount of unsecured obligations under the MBTA pensions scheme to USD 1.3 billion. In the award, the arbitrator cut the benefits considerably, ruling that unreduced pensions were to be available for any employee only upon reaching the age of 65, and the maximum income to serve as the base for calculating the pension would be USD 150,000.

Trade unions were extremely discontent with such radical changes, believing that they can throw the pension scheme into chaos. Nevertheless, despite an attempt to set the award aside in court, the parties are also negotiating an amicable settlement of their differences.

Read

Netflix to Pay Extra for Its Movies

An arbitral tribunal has held that the streaming platform Netflix is to pay the residuals of about USD 42 million to 216 scriptwriters for their work on 139 Netflix originals.

Originally, the dispute concerned payment for the work of the writer of the post-apocalyptic horror *Bird Box*. The movie was released for a limited run in the theatres which meant that under the Writers Guild of America (WGA) Agreement, Netflix was to pay the writer 1.2% of its receipts from licensing the picture to a streaming service. Since the streaming was on Netflix's own platform, however, there was

no licence agreement and, accordingly, the royalties were to be calculated based on the average price of a licence agreement for comparable films.

In calculating that amount, Netflix used a formula from its agreement with other movie industry unions, but the arbitral tribunal disagreed with that approach and changed the calculation formula both for the writer of *Bird Box* and for other Netflix writers.

Read

Parent Not Liable for Subsidiary Debts

The LCIA has issued an award dismissing a claim by Eurobonds issuer UK SPV Credit Finance and trustee Madison Pacific Trust to recover USD 1 billion from PrivatBank.

The dispute goes back to 2010-2013, when UK SPV Credit Finance as a vehicle created specifically for the issuance of the bank's Eurobonds delivered the money raised from the offering to the bank under loan agreements. In 2016, however, the bank was nationalized, its obligations under loan agreements discharged as a result of bail-in.

UK SPV Credit Finance, effectively the bank's subsidiary, however, remained privately-owned, and proceeded to claim a compensation under loan agreements, arguing that they were governed by English law and, consequently, a debt repayment procedure conducted under Ukrainian law could not apply in that case. PrivatBank countered that English law provides for a similar procedure and the claimants had ties to the bank's former owners. The tribunal sided with the respondents.

Read

Investors Fail to Freeze IATA Funds Owed to an Indian Airline

In our May 2022 Digest we wrote about the freeze imposed by a Canadian court on some of the funds of the International Air Transport Association (IATA) owed to the Indian air carrier Air India as part of execution of awards against India's state-owned company Antrix.

On 20 September, the Court of Appeal of Quebec annulled the decision to freeze USD 17 million, relying on Canadian laws that do not allow enforcement from a state-owned company merely because it is an "alter ego" of a debtor state.

Invoking the New York Convention, the investors asked the Canadian Court to follow US and UK case law that allowed a state's creditors to take measures against an "alter ego" of the state. The Court, however, did not accept that argument and proceeded to rule based on the Quebec Civil Code only.

In its judgment, the Court stated that piercing the corporate veil applies only if it were demonstrated that India was using Air India to conceal fraud, abuse or violate public policy. In the case before it, the Canadian Court found none of those grounds.

Read

Railroad Arbitration

In June 2022, a tragic accident happened on a Missouri railroad resulting in the deaths of three passengers of a train and a truck driver, and injuries for dozens of other passengers when an Amtrak train crushed into a truck that was blocking the way and derailed.

The railroad accident triggered several litigations, including lawsuits by train passengers against BNSF Railway Co, the railroad owner. BNSF, in turn, is asking the federal court to refer the dispute to arbitration.

According to BNSF, the passengers had consented to an Amtrak arbitration clause by checking a box when buying their tickets. BNSF believes that the terms applied to the company, since the Amtrak route ran on the BNSF railroad.

The claimants' counsel in the process has objected to the railroad company's approach, believing that BNSF is trying to deprive the claimants of their right to have a jury trial.

Read

Australian Company Fails to Preserve the Status Quo Pending the Arbitration

Our April 2022 Digest covered an Australian company's claim against Greenland and Denmark for compensation of damages for the expropriation of a flagship rare-earth metals mining project.

In those proceedings, Greenland Minerals asked for interim relief that would ensure proper consideration of an application for a mining license before the completion of the arbitration.

The tribunal dismissed the claimant's motion, stating that interim relief would be unreasonable in the case as Greenland had already published a draft refusal to issue a license. In view of that, the tribunal held that interim relief would be justified only if it were capable of blocking any developments and preserving the status quo.

Read

New Practice under Article 248.1 of the Russian Commercial Procedure Code

In a dispute between European Biological Technologies LLC and the Danish company Cabinplant A/S, the Samara Region Commercial Court found that it lacked jurisdiction despite Article 248.1 of the Russian Commercial Procedure Code (CPC).

It follows from the judgment that the dispute arose over the recovery of prepayment under a contract. The claimant was an organization whose ownership structure included the Samara Region and VEB.RF, while the Danish company was the defendant.

By virtue of an agreement between them, the disputes between the parties were to be arbitrated at the SCC, but the claimant relied on the geopolitical situation and approached the Samara Region Commercial Court based on Article 248.1 of the Russian CPC.

The Court concluded that the Claimant's case on the potential partiality of arbitrators towards Russian parties was no more than a speculation by the claimant and that the impossibility of paying the SCC arbitration fee was not proven. For those reasons, the court found that it had no exclusive jurisdiction to hear the dispute.

Read

One for Two and Two for One, or the Story of a Japanese Company's Attempts to Enforce an Award in Russia

In 2013, the United Automotive Technologies Group (UAT), together with its subsidiary Avtosvet LLC, entered into a licence agreement with the Japanese company Koito Manufacturing Co., Ltd. (Koito), whereby Koito authorized Avtosvet under a non-exclusive licence to use technical information for the manufacturing and sale of automobile lighting equipment. Among other things, Avtosvet undertook to cover Koito's costs related to the engineering documents that the company was to prepare anew for its counterparty at the latter's request. The agreement contained an arbitration clause: thus, after negotiations failed, any differences were to be referred to an arbitration in London under the ICC Rules.

Avtosvet failed to pay JPY 187.8 million to Koito for the new drawings, following which the parties negotiated four memoranda of understanding, two of which (on outstanding fees for the equipment and tools) were signed by the CEO of Avtosvet, while the other two (on payments for technical support and engineering drawings) were signed by the CEO of UAT. Avtosvet never paid its debt and Koito went to the ICC International Court of Arbitration. In its claim, Koito submitted that UAT was the respondent's sole founder and the signature of its CEO on the memoranda meant that Avtosvet itself acknowledged their terms. As a result, the arbitrator ordered that the Russian company pay JPY 187.8 million of the debt, interest at 6% per annum, EUR 45,000 worth of arbitration costs, as well as USD 21,465 and JPY 177.5 million worth of arbitration costs and expenses.

To have the award recognized and enforced in Russia, Koito applied to the Ulyanovsk Region Commercial Court but faced Avtosvet's objection to the effect that the award was a violation of Russian public policy. Avtosvet proceeded from the award having been based on the execution by the parties of a memorandum on the amount of debt that Avtosvet never signed and that did not evidence that Avtosvet had acknowledged the debt. The court of first instance and the Commercial Court of the Volga District sided with the Japanese company.

Avtosvet challenged the rulings of the lower courts before the Supreme Court, noting that the arbitral tribunal had failed to ascertain the real intention of the company and instead merely indicated that the memoranda had been signed by a person who had allegedly represented the respondent's interests. Thus, Avtosvet claimed that the case files contained no documents supporting such conclusions and

that the UAT CEO had no powers to act for Avtosvet. Koito's counsel, in turn, pointed out that all of the applicant's arguments boiled down to having the award reviewed on the merit and that no explanations were offered as to the alleged violation of public policy by the recovery in Koito's favor of the costs. Moreover, the Japanese company noted UAT's active role in the negotiations, in making all business decisions on the performance of the agreement, and in representing the common interests of the group.

The Supreme Court, in turn, focused on the institute of extra-judicial settlement and the requirement that there be no defect in the contracting party, having consulted the parties as to whether an agreement may, if such a defect is present, affirm counter-performance under a contract. According to the representative of Koito, there was no impropriety in the parties, since the UAT CEO who had signed the memoranda acted on behalf of both companies and the arbitrator took account of numerous instances of issuance of Powers of Attorney to him by Avtosvet. In the end, the Supreme Court reversed the rulings of both lower courts and remanded the case for a new trial to the court of first instance.

Read

INVESTMENT ARBITRATION NEWS

An Award Has No Power over… an Award

The arbitral tribunal in *Cavalum v. Spain* dismissed the respondent's motion to resume the proceedings to review a ruling on jurisdiction under the Energy Charter Treaty (ECT) in light of the award in the *Green Power v. Spain* case.

In an award of 7 September 2022, the arbitral tribunal ruled that the recent award in *Green Power v. Spain* did not qualify as new evidence that could justify resumption of the proceedings within the meaning of Art. 38 of the 2006 ICSID Arbitration Rules and was irrelevant to the facts in *Cavalum*. In line with Art. 38 of the ICSID Arbitration Rules, closed proceedings may be reopened on the ground that new evidence is forthcoming of such a nature as to constitute a decisive factor, or that there is a vital need for clarification on certain specific points. Furthermore, under the tribunal's Procedural Order 1 in *Cavalum*, the parties could file further documents only in exceptional circumstances.

As noted by the tribunal, first, there was no vital need for further clarifications in the case and, second, the award did not constitute evidence either for the purposes of Art. 38 of the ICSID Arbitration Rules or for the purposes of Procedural Order 1.

According to the tribunal, even if the *Green Power* award had qualified as evidence, it would still have provided no grounds for review of an earlier jurisdictional ruling because there were no exceptional circumstances. Moreover, one had to distinguish the *Cavalum* arbitration and the *Green Power* arbitration, as the latter was under the SCC Rules and was governed by the Swedish *lex arbitri*.

Read

Paris Court of Appeal Denies Investors' Request to Annul an Award on No Jurisdiction

The claimants in *Jorge Heemsen and Enrique Heemsen v. Venezuela* failed to secure annulment of an award that denied jurisdiction under the Germany-Venezuela BIT on the basis that the UNCITRAL Arbitration Rules arbitration had become unavailable after Venezuela joined the ICSID Convention. The panel in the case also found that the Heemsen brothers could not rely on the most-favored nation (MFN) clause and ordered that they compensate more than USD 2.5 million to Venezuela as costs. In its judgment of 20 September 2022, the Paris Court of Appeal upheld the panel's interpretation of the BIT and confirmed that there was no jurisdiction with respect to the claimants.

Under the Germany-Venezuela BIT, investors could file ICSID claims under the ICSID Additional Facility Rules until Venezuela jointed the ICSID Convention, or under the UNCITRAL Arbitration Rules, if a claim under the Additional Facility Rules was impossible. The panel concluded that the options provided in the BIT's dispute resolution clause had lapsed after Venezuela joined the ICSID Convention in 1995 and were not reinstated when it denounced the Convention in 2012. Therefore, there was no consent to arbitration under the UNCITRAL Arbitration Rules. The tribunal also noted that the MFN clause did

not cover the BIT's dispute resolution provisions and could not be used to extend more favorable jurisdictional terms from other BITs to Venezuela.

The Paris Court of Appeal disagreed with the claimants in that the BIT provided for a separate right to file a claim under the UNCITRAL Arbitration Rules, since the relevant wording was contained in a protocol to the BIT that formed an integral part of the dispute resolution agreement. The judges agreed with the tribunal that Venezuela's consent to arbitration under the UNCITRAL Arbitration Rules was conditional and that since the conditions could no longer be met, the tribunal had no jurisdiction. Nor were the judges persuaded that Venezuela's denunciation of the Convention in 2012 held any relevance to the issue, finding no evidence of the parties having planned for such a denunciation.

As to the claimants' reliance on the MFN clause, the Court first noted that under international law states could not be forced into an arbitration or mediation without their consent, and then held that the MFN clause could in some circumstances affect the BIT's dispute resolution provisions, but only provided that the BIT itself was applicable. Since the tribunal had no ratione personae jurisdiction as the BIT did not apply to dual nationals who held the nationality of the host state, such persons could not rely on the BIT's MFN clause.

Read

China Stuck up for the Pandas, and the Investors Are Backed by Funders

A Singapore company raised third-party funding for a USD 170 million dispute against China. The dispute arose in 2017 after the Chinese authorities refused to renew the company's licence for mining phosphates at one of its mines in South-Western Sichuan because the mine happened to be in an area designated for a purported panda reserve. The company was also ordered to vacate and reclaim the plots of two other mines in the JiuDingshan reserve.

Interestingly, the company would not disclose the investor, raising strict non-disclosure provisions in the funding agreement. At the same time, the claimant notes that under the agreement terms, funding covers the arbitration fees and costs up to the completion of the proceedings. The funder will also be able to recover those funds even in case of termination of the funding agreement.

Read

A Prohibited Way to Secure Obligations, Designed by Yemen

A Turkish construction company has sent a notice of dispute to Yemen in preparing to file a USD 660 million claim over the confiscation of equipment and unlawful raids by Yemeni paramilitary units.

In 2004, the Yemen Ministry of Public Works and Highways made a USD 38 million contract with the Turkish company Nur-Ak to construct a 254-kilometer Dhamar-Al Husseiniah Road. During the works it turned out that more investments of USD 550 million were required to complete the project.

Nur-Ak claims that the Yemen Ministry of Public Works and Highways abused its sovereign powers to force the company to fulfil as much of its contractual obligations as possible without respective payments. Nur-Ak accuses the Yemeni paramilitary units of vandalizing their living campsite and of "terrorizing" the builders, including by assaulting the security officers hired by the company.

The Notice says that Yemen was in breach of the BIT provisions on national treatment, expropriation and compensation, full protection and security, and fair and equitable treatment. The Turkish company has quantified its compensation claim at a little over USD 659 million using the lost profits valuation methodology. More than half of the claims have to do with the construction company's confiscated equipment that remained idle for 90 months.

Read

Poland's Plans to Exit the ECT

The Polish government has prepared a draft law to withdraw from the Energy Charter Treaty (ECT), citing the need to comply with EU law and a lack of progress in the efforts to modernize the ECT.

The government complains that ECT fails to provide due protection of the state's right to adopt regulations in public interests, including to protect the environment. At the same time, the government notes that Polish investors have not filed ECT claims yet and are not showing much interest in doing so.

As regards the investments made before Poland's potential withdrawal from the ECT, the government states that investors will continue to be able to file their claims for another 20 years in line with the ECT termination provision.

Read

Dutch Court of Appeal Orders to Appoint Counsel for Russia to Allow Legal Representation in Courts

After several law firms refused to represent Russia in a number of legal proceedings in the Netherlands, the state asked for an appointment of a legal representative under Article 13 of the Dutch Act on Advocates.

In July, the Russian state was denied appointment of a representative. Aardoom-Fuchs, reviewing Russia's request, concluded that Article 13 did not apply since previous legal counsel refused to continue to represent the state for political reasons and since the proceedings in question concerned only the party's economic interests.

After examining Russia's appeal, a Dutch court reversed Aardoom-Fuchs's decision. According to the court, Article 13 could apply to legal entities, administrative agencies and foreign states alike. In its judgment, the court also noted that access to justice was an integral part of the Dutch laws.

Read

Arbitration Round Two: US Investor to Take on Ontario Once Again over a Wind Project

In 2013, a NAFTA arbitral tribunal heard a claim of the American investor Windstream Energy to Canada concerning the construction of new wind turbines on Lake Ontario. The claimant opposed the moratorium on new wind projects introduced by the Ontario province authorities.

In 2016, the tribunal dismissed most of the claimant's claims (USD 4660 million), awarding only USD 19 million to the investor. The arbitrators reasoned that the construction project could be resumed after the moratorium was lifted.

Over the span of several years, however, nothing changed for Windstream Energy: the moratorium remained in place and the construction contract was eventually terminated. For that reason, the American investor decided to once again go to arbitration with a claim against Canada, this time claiming a compensation of USD 333 million.

Read

ARBITRATION NEWS

Discussions of Amendments to the UK 1996 Arbitration Act

In an attempt to solidify the UK's position as a leader in international arbitration, the country plans to amend its 1996 Arbitration Act. While noting that it continues to perform very well, those responsible for the drafting of the amendments are still suggesting taking measures to enhance the efficiency of the arbitral proceedings, the protection of arbitrators, confidentiality, independence and impartiality (in particular, disclosure obligations), as well as improve the mechanisms for court orders in support of arbitral proceedings. During the public consultations, any interested party may submit its commentaries by 15 December 2022.

Read

ICCA Report on Gender Diversity in International Arbitration Shows Positive Dynamics

The updated ICCA Report contains, in particular, data on the number of women appointed as arbitrators from 2015 through 2021, whether those were first or subsequent appointments, how often women were appointed as emergency or sole arbitrators, presiding arbitrators, as well as discusses other parameters. The share of women appointed as arbitrators has more than doubled in the arbitral institutions that submitted data for the survey. It is noted that they have played a great role in promoting that trend through appointments initiated by the arbitral institutions themselves.

Read

EU Parliament Discusses Regulating Third-Party Funding of Arbitration at the EU Level

On 13 September, the EU Parliament members discussed a report of the Committee on Legal Affairs proposing to regulate external funding of arbitration at the EU level. The report by a German deputy Axel Voss puts forward the following measures:

- licensing funders by national regulators;
- setting forth minimum transparency, independence, and governance standards;
- providing for joint liability with claimants for the compensation of any (including unforeseen) arbitration costs;
- limiting the share of funders' margin by 40%.

The report's author invites the EU Parliament to step away from "mild" regulation of the sphere as it is not effective enough. Only one self-regulated funding body is active in the EU – the Association of Litigation Funders – but only 12 out of more than 80 European funders are ALF members.

Read

ADR EVENTS

RIMA Knowledge Days and Mozolin Moot Court Pre-Moots

From 1 to 8 September, in the run-up to the VI National Moot Court on Arbitration of Corporate Disputes, RIMA hosted a series of lectures from top arbitration experts, including Yulia Mullina (Russian Arbitration Center), Leonid Kropotov (DeNuo), and Valerian Mamageishvili (Better Chance).Watch the recorded lectures here.

Also in September, the organizers held 4 pre-moots. For the first time in the Moot Court's history, an offline pre-moot was held not only in Moscow, but also in Yekaterinburg, and two more pre-moots took place online.

Over 30 teams took part in the pre-moots: the participants tested their arguments, practiced public speaking, as well as received valuable feedback from arbitrators, all of which will increase their chances to win once the Moot Court rounds begin.

See a photo report of the Moscow Pre-Moot that took place at the HSE University here.

Willem C. Vis Moot to Take Place Offline in Vienna and Hong Kong

After several online seasons, the most prestigious and the largest international commercial arbitration and private moot court competition in the world – the Willem C. Vis Moot – will return to offline oral rounds in spring 2023. From 19 to 26 March in Hong Kong, and from 31 March to 6 April in Vienna, the participants and arbitrators from all over the world will meet in hundreds of moot arbitrations under the PCA Rules to obtain and share knowledge and experience.

Read

CIArb Mediation Symposium 2022

From 4 to 6 October 2022, the CIArb Mediation Symposium 2022 took place in hybrid format, organized by the Chartered Institute of Arbitrators (CIArb). The Symposium topic was "The Role of mediation in achieving sustainable development: Our duty to challenge?". As noted by the Symposium organizers, sustainability as a concept is at the heart of mediation. In this respect, mediation practitioners must possess the skills that would enable them to achieve long-term and workable outcomes that should make sense environmentally, socially, politically and commercially. The Symposium program included speeches by a range of international speakers on the following topics: the future of mediation, hybrid ADR processes, mandatory mediation and what it means for mediators, mediator tools and skills required to manage complex disputes, etc.

Read

17th ICC New York Conference on International Arbitration

The ICC New York Conference on International Arbitration, held on 28 September 2022, is one of the chief ICC arbitration-related events in North America. The Conference was attended by leading arbitration experts, as well as the representatives of the ICC International Court of Arbitration. The participants discussed the latest developments in the laws and the development trends in arbitration in the US and Canada, improvement of procedural laws in certain jurisdictions, and held an interactive ICC International Court of Arbitration hearing where experts analyzed conflicts of interests and challenges of arbitrators.

Read

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