

UNCITRAL MODEL LAW ON INTERNATIONAL COMMERCIAL ARBITRATION

This book provides a comprehensive commentary on the UNCITRAL Model Law on International Arbitration. Combining both theory and practice, it is written by leading academics and practitioners from Europe, Asia and the Americas to ensure the book has a balanced international coverage. The book not only provides an article-by-article critical analysis, but also incorporates information on the reality of legal practice in UNCITRAL jurisdictions, ensuring it is more than a recitation of case law and variations in legal text. This is not a handbook for practitioners needing a supportive citation, but rather a guide for practitioners, legislators and academics to the reasons the Model Law was structured as it was, and the reasons variations have been adopted.

ILIAS BANTEKAS is Professor of International Law and Arbitration at Hamad bin Khalifa University (Qatar Foundation) and Senior Fellow at the Institute of Advanced Legal Studies (IALS) of the University of London.

PIETRO ORTOLANI is an Assistant Professor at Radboud University, in the Netherlands. He specialises in international arbitration and transnational dispute resolution. Before joining Radboud University, he was a Senior Research Fellow at the Max Planck Institute Luxembourg for Procedural Law, a Research Associate at the University of Pisa and a Law Research Associate at Queen Mary, University of London. Pietro has acted as an expert for the European Parliament and the European Commission. In 2016 Pietro won the James Crawford Prize.

SHAHLA ALI is a Professor of Law and Associate Dean (International) at the University of Hong Kong.

MANUEL A. GÓMEZ is Professor of Law and Associate Dean of International and Graduate Studies at Florida International University College of Law, USA.

MICHAEL POLKINGHORNE is a dual-qualified lawyer at White & Case in Paris, where he heads the office's International Arbitration Practice Group. He is also joint-head of the firm's oil and gas practice, as well as pro bono leader of the firm's Paris office.

Cambridge University Press
978-1-108-49823-4 — UNCITRAL Model Law on International Commercial Arbitration
Ilias Bantekas , Pietro Ortolani , Shahla Ali , Manuel A. Gomez , Michael Polkinghorne
Frontmatter
[More Information](#)

UNCITRAL MODEL LAW
ON INTERNATIONAL
COMMERCIAL
ARBITRATION

A Commentary

ILIAS BANTEKAS

Hamad Bin Khalifa University

PIETRO ORTOLANI

Radboud University

SHAHLA ALI

University of Hong Kong

MANUEL A. GÓMEZ

Florida International University

MICHAEL POLKINGHORNE

White & Case



CAMBRIDGE
UNIVERSITY PRESS

Cambridge University Press
978-1-108-49823-4 — UNCITRAL Model Law on International Commercial Arbitration
Ilias Bantekas , Pietro Ortolani , Shahla Ali , Manuel A. Gomez , Michael Polkinghorne
Frontmatter
[More Information](#)

CAMBRIDGE
UNIVERSITY PRESS

University Printing House, Cambridge CB2 8BS, United Kingdom

One Liberty Plaza, 20th Floor, New York, NY 10006, USA

477 Williamstown Road, Port Melbourne, VIC 3207, Australia

314–321, 3rd Floor, Plot 3, Splendor Forum, Jasola District Centre,
New Delhi – 110025, India

79 Anson Road, #06–04/06, Singapore 079906

Cambridge University Press is part of the University of Cambridge.

It furthers the University's mission by disseminating knowledge in the pursuit of
education, learning, and research at the highest international levels of excellence.

www.cambridge.org

Information on this title: www.cambridge.org/9781108498234

DOI: 10.1017/9781108633376

© Ilias Bantekas, Pietro Ortolani, Shahla Ali, Manuel Gómez and Michael Polkinghorne 2020

This publication is in copyright. Subject to statutory exception
and to the provisions of relevant collective licensing agreements,
no reproduction of any part may take place without the written
permission of Cambridge University Press.

First published 2020

Printed in the United Kingdom by TJ International Ltd. Padstow Cornwall

A catalogue record for this publication is available from the British Library.

ISBN 978-1-108-49823-4 Hardback

Cambridge University Press has no responsibility for the persistence or accuracy of
URLs for external or third-party internet websites referred to in this publication
and does not guarantee that any content on such websites is, or will remain,
accurate or appropriate.

CONTENTS

<i>Preface</i>	page xxxv
<i>List of Contributors</i>	xl
<i>List of Abbreviations</i>	xlviii
<i>Table of Treaties and Other International Instruments</i>	lvii
<i>Table of Cases</i>	lxxii
<i>Table of Legislation</i>	cxvii
Article 1: Scope of Application	1
MICHAEL POLKINGHORNE, TUULI TIMONEN AND NIKA LARKIMO	
1. <i>Travaux Préparatoires</i>	2
2. Paragraph 1	5
2.1 International Commercial Arbitration	5
2.2 International	6
2.3 Commercial	7
2.4 Subject to Any Agreement in Force between This State and Any Other State or States	10
3. Paragraph 2	10
4. Paragraph 3	13
4.1 Paragraph 3(a)	14
4.2 Paragraph 3(b)	15
4.3 Paragraph 3(c)	18
5. Paragraph 4	19
6. Paragraph 5	22
Article 2: Definitions and Rules of Interpretation	25
PIETRO ORTOLANI	

1. Background and <i>Travaux Préparatoires</i>	25
2. Article 2(a): ‘Arbitration’	28
3. Article 2(b): ‘Arbitral Tribunal’	30
4. Article 2(c): ‘Court’	31
5. Article 2(d): Party Autonomy and Third-Party Determination	31
6. Article 2(e): Incorporation by Reference of Arbitration Rules	33
7. Article 2(f): Applicability of Model Law Provisions to Counterclaims	35
Article 2A: International Origin and General Principles	38
ILIAS BANTEKAS	
1. Background and <i>Travaux Préparatoires</i>	38
2. Paragraph 1	39
2.1 ‘Interpretation of This Law’	39
2.2 Promotion of Uniformity	41
2.3 ‘International Origin’	45
2.4 ‘Observance of Good Faith’	46
3. Paragraph 2	47
3.1 ‘General Principles on which This Law Is Based’	48
Article 3: Receipt of Written Communications	50
ILIAS BANTEKAS	
1. <i>Travaux Préparatoires</i>	50
2. Paragraph 1	54
2.1 Paragraph 1(a)	54
2.1.1 Notification as a Due Process Guarantee	54
2.1.2 The Requirements of Proper Notification	56
2.1.3 The Contents of the Notice	59

CONTENTS

vii

2.1.4	Delivered to the Addressee Personally	60
2.1.5	Mailing Address	61
2.1.6	Place of Business	63
2.1.7	Habitual Residence	64
2.1.8	Reasonable Inquiry	65
2.1.9	Last-Known Place of Business	67
2.1.10	Proof of Delivery in Electronic Notifications	68
2.2	Paragraph 1(b)	70
3.	Paragraph 2	70
Article 4:	Waiver of Right to Object	71
	ILIAS BANTEKAS	
1.	<i>Travaux Préparatoires</i>	71
2.	Scope of the Waiver	73
3.	Nature of the Waiver	76
3.1	Good Faith	77
3.2	Abuse of Right and Estoppel	78
3.3	Knowledge	80
4.	‘Without Undue Delay’	81
5.	Time Limits	82
Article 5:	Extent of Court Intervention	84
	MANUEL A. GÓMEZ	
1.	Background and <i>Travaux Préparatoires</i>	84
2.	Matters Governed by This Law	89
3.	Exceptional Court Intervention	92
Article 6:	Court or Other Authority for Certain Functions of Arbitration Assistance and Supervision	96
	SHAHLA ALI AND ODYSSEAS G. REPOUSIS	
1.	<i>Travaux Préparatoires</i>	96

2. Involvement of Courts in Arbitral Proceedings and Inclusion under Article 6	100
3. Appointment of Arbitrators	103
4. Other Inclusions – Challenges to Procedure, Failure or Impossibility to Act, Review of Jurisdiction, Setting Aside Arbitral Awards	106
5. Other Forms of Court Involvement Not Mentioned under Article 6	109
6. Contracting Out of Article 6	110
Article 7: Definition and Form of Arbitration Agreement	112
ILIAS BANTEKAS AND PIETRO ORTOLANI	
1. Background and <i>Travaux Préparatoires</i>	113
2. Commentary on Option One	116
2.1 Paragraph 1	116
2.1.1 Existence of an Arbitration Agreement	116
2.2 Pre- and Post-Dispute Arbitration Agreements	121
2.3 Types of Instruments Containing an Arbitration Agreement	122
2.3.1 Contracts	123
2.3.2 Trusts	124
2.3.3 Corporate Articles of Establishment	125
2.3.4 Testamentary Wills	126
2.4 Range of Disputes	126
3. Paragraph 2: Agreement in Writing	129
4. Paragraph 3: Forms of Agreement in Writing	131
4.1 Oral Agreements	131

CONTENTS

ix

4.2 Incorporation by Conduct or Common Usage	132
5. Paragraph 4: Electronic Communications	134
6. Paragraph 5: Conduct-Based Estoppel	135
7. Paragraph 6: Incorporation by Reference	135
8. Commentary on Option Two	138
8.1 Similarities between Option One and Option Two	138
8.2 Differences between Option One and Option Two	138
Article 8: Arbitration Agreement and Substantive Claim before Court	141
ILIAS BANTEKAS	
1. Background and <i>Travaux Préparatoires</i>	141
2. Paragraph 1	143
2.1 The Scope of an ‘Action’	144
2.2 Referral by Request of a Party	145
2.3 Referrals in respect of Actions Not Seised by the Forum Court	147
2.4 Null and Void Arbitration Agreements	148
2.5 Inoperable and Ineffective Arbitration Agreements	150
2.6 The Absence of a Dispute	153
2.7 Standard of Review Required of the Courts	154
2.8 ‘Not Later than When Submitting First Statement on Substance of the Dispute’	156
3. Paragraph 2	158
3.1 Autonomy of Arbitral Proceedings	158

Article 9: Arbitration Agreement and Interim Measures by Court	160
SHAHLA ALI AND ODYSSEAS G. REPOUSIS	
1. <i>Travaux Préparatoires</i>	160
2. Protection under Interim Measures	163
2.1 'Interim'	166
3. Grant of Interim Measure by Courts	167
4. Defining 'Interim Measure of Protection'	168
5. Comparison of Article 9 with Article 17	170
6. Interim Measures Out of Jurisdiction	173
7. Contracting Out of Article 9	176
Article 10: Number of Arbitrators	178
ILIAS BANTEKAS	
1. Background and <i>Travaux Préparatoires</i>	178
2. Paragraph 1	180
2.1 Odd and Even Number of Arbitrators	180
3. Paragraph 2	181
3.1 More than Three Arbitrators	183
3.2 Number of Arbitrators in the Event of Multiple Parties	183
4. Truncated Tribunals	185
Article 11: Appointment of Arbitrators	187
SHAHLA ALI AND ODYSSEAS G. REPOUSIS	
1. Background and <i>Travaux Préparatoires</i>	188

CONTENTS

xi

2. Paragraph 1	189
3. Paragraph 2	192
3.1 Procedures for Appointing Arbitrators	192
3.2 Limits of Autonomy	194
4. Paragraph 3	195
4.1 Paragraph 3(a)	196
4.2 Paragraph 3(b)	198
5. Paragraph 4	198
5.1 Paragraph 4(a) and (b): Court Intervention	199
5.2 Paragraph 4(c): Specified Authority to Make the Appointment	200
5.3 Default Procedure in Multi-Party Arbitrations	201
6. Paragraph 5	202
6.1 Decision of Court or Specified Authority Not Subject to Appeal	202
6.2 Considerations to Be Taken into Account in Appointment	203
6.3 Nationality of Arbitrators	204
Article 12: Grounds for Challenge	206
PIETRO ORTOLANI	
1. Background and <i>Travaux Préparatoires</i>	206
2. Paragraph 1: The Arbitrator's Duty of Disclosure	208
2.1 When? – The Moment the Duty of Disclosure Arises	209
2.2 What? – Scope of the Duty <i>Ratione Materiae</i>	210
2.3 Who? – Scope of the Duty <i>Ratione Personae</i>	213
2.3.1 Who Should Disclose? The Case of Administrative Secretaries and Tribunal-Appointed Experts ...	213
2.3.2 To Whom Should the Circumstances Be Disclosed?	214

2.4	No Distinction between Presiding and Party-Appointed Arbitrators	215
2.5	Notions of Independence and Impartiality – General Contours	217
2.6	Duration of the Duty	218
2.7	Relevance of Notorious Facts before and after the Appointment	222
3.	Paragraph 2: The Challenge	223
3.1	‘Only’: Exhaustiveness of the Model Law	224
3.2	Rejection of the List Approach	225
3.3	Broad Understanding of ‘Circumstances’	226
3.4	The Applicable Standard	227
3.5	Recurring Scenarios	229
3.5.1	Arbitrator’s Relationship with a Party	229
3.5.2	Arbitrator’s Relationship with the Dispute	230
3.5.3	Arbitrator’s Relationship with a Counsel, Expert or Another Arbitrator	231
3.6	Interaction with Paragraph 1: Consequences of the Arbitrator’s Failure to Disclose	232
3.7	Qualifications Agreed to by the Parties	233
3.8	Good Faith of the Challenging Party	234
Article 13:	Challenge Procedure	236
	MANUEL A. GÓMEZ	
1.	Background and <i>Travaux Préparatoires</i>	236
2.	Paragraph 1	241
2.1	The Parties Are Free to Agree on a Procedure for Challenging an Arbitrator	241
2.2	Subject to the Provisions of Paragraph 3 of This Article	243
3.	Paragraph 2	244
3.1	Unless the Challenged Arbitrator Withdraws ... the Arbitral Tribunal Shall Decide on the Challenge	247

CONTENTS

xiii

4. Paragraph 3	250
4.1 If a Challenge ... Specified in Article 6 to Decide on the Challenge	250
4.2 A Decision Subject to No Appeal	252
4.3 While Such a Request Is Pending, the Arbitral Tribunal ... May Continue the Arbitral Proceedings and Make an Award	253
Article 14: Failure or Impossibility to Act	255
MICHAEL POLKINGHORNE, KIRSTEN ODYNSKI, MARIELE COULET-DIAZ AND ZEHAAN TRIVEDI	
1. Background and <i>Travaux Préparatoires</i>	255
1.1 Grounds Giving Rise to the Termination of an Arbitrator's Mandate	256
1.2 Manner of Termination of an Arbitrator's Mandate	258
1.3 Resolving Disagreements between Parties Regarding the Termination of an Arbitrator's Mandate	259
2. Paragraph 1	260
2.1 Standard	261
2.1.1 Inability to Perform	261
2.1.2 Failure to Act without Undue Delay	263
2.2 Mechanisms for Terminating the Arbitrator's Mandate	268
2.2.1 Arbitrator's Withdrawal	269
2.2.2 Parties' Agreement	271
2.2.3 Request to a Court or Other Authority	271
2.3 Procedure for Termination	272
2.3.1 Non-Formal Proceeding	272
2.3.2 No Specific Time Limit	272
2.3.3 Non-Mandatory Character	273
2.4 Termination of an Arbitrator's Mandate	274
3. Paragraph 2	275
Article 15: Appointment of Substitute Arbitrator	277
PIETRO ORTOLANI	

1. Background and <i>Travaux</i> <i>Préparatoires</i>	277
2. Termination of Arbitral Mandate	279
2.1 Qualification of the Relationship between Arbitrator and Parties as a ‘Mandate’	279
2.2 References to Articles 13 and 14	281
2.3 ‘Withdrawal from Office for Any Other Reason’	282
2.4 Revocation ‘by Agreement of the Parties’	285
2.5 ‘Any Other Case of Termination’	287
3. Appointment of a Substitute Arbitrator	287
3.1 ‘According to the Rules That were Applicable to the Appointment of the Arbitrator Being Replaced’: Rationale and Consequences of the Rule	287
3.2 Party Autonomy and the Limit of Equality of Arms	289
3.3 The Problem of the Truncated Tribunal	290
Article 16: Competence of Arbitral Tribunal to Rule on Its Own Jurisdiction	292
MICHAEL POLKINGHORNE, ALVARO PERALTA, HAZEL LEVENT AND GWEN WACKWITZ	
1. Background and <i>Travaux</i> <i>Préparatoires</i>	293
1.1 Concerning Subparagraph 1	293
1.2 Concerning Subparagraph 2	294
1.3 Concerning Subparagraph 3	295
2. Paragraph 1	297
2.1 Competence-Competence	297
2.2 Severability	300
3. Paragraph 2	302
3.1 Form and Timing of Plea as to Tribunal’s Lack of Jurisdiction	302

CONTENTS

XV

3.2 Effect of Failure to Raise a Plea	303
4. Paragraph 3	306
4.1 Character of a Jurisdictional Decision	307
4.2 Reviewability of a Negative Jurisdictional Decision	308
4.3 Method of Contesting the Tribunal's Jurisdiction	310
4.4 Standard of Judicial Review	311
Article 17: Power of Arbitral Tribunal to Order Interim Measures	314
PIETRO ORTOLANI	
1. Background and <i>Travaux Préparatoires</i>	314
1.1 The 1985 Version	314
1.2 The 2006 Revision	318
2. Paragraph 1	320
2.1 The End of the Prohibition against Arbitral Interim Relief	320
2.2 The Role of Party Impulse	322
2.3 The Role of Party Autonomy	324
3. Paragraph 2	326
3.1 Temporary Nature of the Interim Measure	326
3.2 Relationship with the Subject Matter of the Dispute	328
3.3 Form of the Interim Measure	329
3.4 Temporal Scope of Application and the Problem of Interim Relief before the Constitution of the Tribunal	331
3.5 Exhaustiveness of the List	331
3.6 Paragraph 2(a): Status Quo Maintenance or Restoration	334
3.7 Paragraph 2(b): Protection of the Arbitral Process Itself	335
3.8 Paragraph 2(c): Asset Preservation	337
3.9 Paragraph 2(d): Evidence Preservation	339
3.10 The Problem of Anticipatory Relief	339

	3.11 Relationship between Arbitral Interim Relief and EU Law: Brussels I <i>bis</i> Regulation and European Account Preservation Order Regulation	340
Article 17A:	Conditions for Granting Interim Measures	343
	SHAHLA ALI AND TOM KABAU	
	1. <i>Travaux Préparatoires</i>	343
	2. Paragraph 1 (<i>Chapeau</i>)	346
	2.1 Requesting <i>Ex Parte</i> Interim Measures	346
	2.2 Satisfying the Tribunal	348
	2.3 Burden and Standard of Proof: The Party Requesting	350
	2.3.1 Paragraph 1(a): Balance of Convenience – Harm Not Adequately Reparable	355
	2.3.2 Paragraph 1(b): Reasonable Possibility of Success	361
	2.4 Paragraph 2: Interim Measures for Preservation of Evidence	364
	2.5 Relevance of Matters Other than Those Listed in Paragraph 1(a) and (b)	366
	3. Requesting Interim Measures in Courts	367
Article 17B:	Applications for Preliminary Orders and Conditions for Granting Preliminary Orders	373
	PIETRO ORTOLANI	
	1. Background and <i>Travaux Préparatoires</i>	373
	2. Paragraph 1	375
	3. Paragraph 2	377
	4. Paragraph 3	378
Article 17C:	Specific Regime for Preliminary Orders	381
	MANUEL A. GÓMEZ	

CONTENTS

xvii

1. Background and <i>Travaux Préparatoires</i>	381
2. Paragraph 1	389
3. Paragraph 2	392
4. Paragraph 3	394
5. Paragraph 4	394
6. Paragraph 5	396
Article 17D: Modification, Suspension, Termination	399
MICHAEL POLKINGHORNE AND MOUNIA LARBAOUI	
1. <i>Travaux Préparatoires</i>	399
2. The Temporary Nature of Provisional Measures and Preliminary Orders	402
3. The Initiative to Modify, Suspend or Terminate Interim Measures or Preliminary Orders	403
4. Review upon a Party's Request	404
5. Review upon the Tribunal's Initiative	406
6. Form of Interim Measures and Preliminary Orders	407
7. Tribunal or Court-Ordered Interim Measures and Preliminary Orders	408
8. Damages Claim	409
9. In Practice	410
Article 17E: Provision of Security	412
PIETRO ORTOLANI	
1. Background and <i>Travaux Préparatoires</i>	412
2. Paragraph 1	415

2.1 'May': Discretion of the Arbitral Tribunal	415
2.2 'Require the Party Requesting an Interim Measure': Conditionality between Security and Measure	416
2.3 'Appropriate': Factors Influencing Quantification	417
2.4 'In Connection with the Measure': Scope of Security	417
3. Paragraph 2	419
3.1 'Shall': Need for Security in Connection with Preliminary Orders	419
3.2 'Security' and 'Adequate Security'	420
3.3 'Unless the Arbitral Tribunal Considers It Inappropriate or Unnecessary to Do So': Exceptional Cases of Preliminary Orders without Security	420
Article 17F: Disclosure	422
MANUEL A. GÓMEZ	
1. Background and <i>Travaux Préparatoires</i>	422
2. Paragraph 1	428
3. Paragraph 2	432
Article 17G: Costs and Damages	435
SHAHLA ALI AND TOM KABAU	
1. <i>Travaux Préparatoires</i>	435
1.1 Liability under Previous State Practice	439
2. Liability for Costs	441
3. Fault-Based Liability	443
3.1 Substantive Liability Test	443
4. Security for Costs and Damages	445
5. Practical Implementation	448
6. Enforcement	448
7. Liability for Interim Measures Requested in Good Faith	450

CONTENTS

xix

8. Liability of Arbitral Tribunal?	451
Article 17H: Recognition and Enforcement	453
MANUEL A. GÓMEZ	
1. Background and <i>Travaux Préparatoires</i>	453
2. Paragraph 1	461
3. Paragraph 2	466
4. Paragraph 3	468
Article 17I: Grounds for Refusing Recognition or Enforcement	473
SHAHLA ALI AND TOM KABAU	
1. <i>Travaux Préparatoires</i>	474
1.1 Role of the Arbitral Tribunal	476
1.2 Form of Interim Measures	476
1.3 Parties against Whom It Is Invoked	477
1.4 Burden of Proof	477
2. <i>Chapeau</i> : Refusal at the Request of a Party	479
2.1 Paragraph 1(a)(i)	479
2.1.1 Invalidity of Arbitral Agreement	479
2.1.2 Party Not Given Proper Notice	480
2.2 Paragraph 1(a)(ii): Non-Compliance with Security Provisions	483
2.3 Paragraph 1(a)(iii): Interim Measure Terminated or Suspended	484
3. Paragraph 1(b): Refusal by a Court Finding	487
3.1 Paragraph 1(b)(i): Measure Incompatible with a Court's Powers	487
3.2 Paragraph 1(b)(ii): Subject Matter of the Dispute Not Arbitrable or Measures Conflicting with Public Policy	490
3.2.1 Contrary to the Public Policy of the State	491
3.3 Broader Grounds for Court to Refuse Enforcement?	497

	4. Paragraph 2: Review of the Substance of the Interim Measures	498
Article 17J:	Court-Ordered Interim Measures	500
	ILIAS BANTEKAS AND IKRAM ULLAH	
	1. Background and <i>Travaux Préparatoires</i>	500
	2. Conditions to be Fulfilled in Order to Secure Interim Measures from the Court	502
	3. Serious Question to Be Tried or Making a Prima Facie Case	504
	4. Irreparable Harm	506
	5. Balance of Inconvenience	508
	6. Can the Court Go beyond the Three-Prong Test?	509
	7. Requirements to Be Fulfilled for a Court to Assume Jurisdiction	511
	8. Extraterritoriality of Court's Power to Issue Interim Measures	513
	9. Powers of Court to Grant Interim Measures before the Commencement of Arbitral Proceedings	516
	10. Interaction between the Power of Court and Arbitrator on the Point of Issuance of Interim Measures	519
Article 18:	Equal Treatment of Parties	522
	ILIAS BANTEKAS	
	1. <i>Travaux Préparatoires</i>	522
	2. Limitations to Party Autonomy: Fair Trial Guarantees	525
	3. Equality	529
	3.1 Equality of Arms	530

CONTENTS

xxi

4. Full Opportunity to Present One's Case	534
4.1 The General Rule	534
4.2 Oral Hearings	535
Article 19: Determination of Rules of Procedure	539
MANUEL A. GÓMEZ AND IKRAM ULLAH	
1. Background and <i>Travaux Préparatoires</i>	539
2. Paragraph 1	547
2.1 Arbitration Procedure: Party Autonomy	547
2.2 Parties' Choice of Procedural Regime	547
2.3 Parties' Choice of Institutional Rules	548
2.4 Prohibition of Unilaterality in Choosing and Amending Arbitral Procedure	549
2.5 Arbitral Procedure: Arbitrator's Discretion	549
2.6 Arbitrator's Role during Arbitration Proceedings	550
2.7 Validity of Arbitration Agreement without Provisions on Arbitral Procedure	551
2.8 Subordination of Article 19 to Mandatory Rules	552
2.9 Objectives of Subordination	552
2.10 Regulatory Force of Natural Justice	553
2.11 Role of Arbitrator When Mandatory Rules Contradict with Procedures Chosen by the Parties	553
2.12 Opting Out of the Model Law	554
3. Paragraph 2	556
3.1 Arbitrator's Discretion in Evidentiary Matters	556
3.2 Principles Governing Relevance, Admissibility, Materiality and Weight of Evidence	557
3.2.1 Relevance of Evidence	557
3.2.2 Admissibility of Evidence	557
3.2.3 Materiality and Weight of Evidence	558

3.3	Ambit of the Arbitrator's Discretion on Evidentiary Matters	558
3.4	Privileged and Confidential Evidence	560
4.	Judicial Scepticism to Touch Arbitrator Discretion on Matters of Evidence	561
4.1	Courts' Attitude When the Arbitration Is Pending: Three-Factored Test	561
4.2	Courts' Attitude after Arbitrator's Decision on Evidentiary Matters	562
4.2.1	Procedural Fairness Test	562
4.2.2	Disregard and Oversight of Evidence as Ground to Challenge Arbitrator's Decision	563
Article 20:	Place of Arbitration	565
	PIETRO ORTOLANI	
1.	Background and <i>Travaux Préparatoires</i>	565
2.	Paragraph 1	569
2.1	Notion of 'Seat' in the Model Law	569
2.2	'The Parties Are Free to Agree': Selection of the Seat by the Parties	571
2.2.1	Mode of Selection of the Seat by the Parties	571
2.2.2	Indirect Choice of Seat	574
2.2.3	Limitation of the Parties' Freedom	576
2.3	'Failing Such Agreement': Selection of the Seat by the Arbitral Tribunal	577
2.3.1	Mode of Selection of the Seat by the Tribunal	578
2.3.2	Circumstances of the Case: Relevant Factors	579
2.3.2.1	Suitability of the Lex Arbitri and Local Courts	580
2.3.2.2	Existence of Treaties on the Enforcement of Arbitral Awards	581
2.3.2.3	Practical Considerations	581

CONTENTS

xxiii

2.3.3	Reference to the Convenience of the Parties	583
2.3.4	Tribunal's Failure to Determine the Seat of Arbitration	585
3.	Paragraph 2	587
3.1	'Unless Otherwise Agreed by the Parties': Role of Party Autonomy	587
3.2	Activities That the Tribunal Can Carry Out Outside of the Seat	589
Article 21:	Commencement of Arbitral Proceedings	591
	SHAHLA ALI AND TOM KABAU	
1.	Background and Introduction	591
2.	<i>Travaux Préparatoires</i>	592
3.	Commencement of Arbitration	597
3.1	Time of Commencement	598
3.2	A 'Request' as a Means of Commencing Arbitration	601
3.3	Details of the Dispute	602
3.4	Intention to Refer a Dispute to Arbitration	602
3.5	Receipt of Request	604
3.6	Limitation Period	606
4.	Application for Interim Measures before Commencement of Arbitration	609
Article 22:	Language	611
	ILIAS BANTEKAS	
1.	Background and <i>Travaux Préparatoires</i>	611
2.	Paragraph 1	613
2.1	'Language'	613
2.2	Scope of 'Arbitral Proceedings'	615
2.3	The Basic Rule: Party Autonomy	616
2.4	Failure to Expressly Designate a Language	618

	2.5 Language Requirements Imposed under Institutional Rules	621
	2.6 Due Process Guarantees	622
	3. Paragraph 2	625
Article 23:	Statements of Claim and Defence	628
	SHAHLA ALI AND TOM KABAU	
	1 Introduction and Background	628
	2 <i>Travaux Préparatoires</i>	630
	2.1 The <i>Travaux</i> of Paragraph 1	630
	2.2 The <i>Travaux</i> of Paragraph 2	633
	3. Paragraph 1	634
	3.1 Within the Period of Time	634
	3.2 Stating the Claim and Defence	635
	3.3 Elements of Statements	639
	3.4 Agreement of the Parties on Elements	646
	3.5 Jurisdictional Questions and the Filing of Statement of Defence	648
	4. Paragraph 2	651
	4.1 Making Amendments and Supplements	651
	4.2 Delay	651
	4.3 Right to Supplement	653
Article 24:	Hearings and Written Proceedings	655
	PIETRO ORTOLANI	
	1. Background and <i>Travaux Préparatoires</i>	655
	2. Paragraph 1	659
	2.1 The Role of Party Autonomy	659
	2.1.1 The Parties' Agreement to Exclude Oral Hearings	660
	2.1.2 Request by One of the Parties to Hold Hearings	661
	2.1.3 Tribunal's Failure to Comply with the Request	662
	2.1.4 Requests to Hold Hearings on Substantive and Procedural Issues	664

CONTENTS

xxv

2.1.5	'Appropriateness' as an Overarching Criterion	664
2.2	Arbitral Discretion in the Absence of Agreements or Requests	665
2.3	Choice between Oral Hearings and Documents-Only Arbitration	666
3.	Paragraph 2	667
4.	Paragraph 3	671
Article 25:	Default of a Party	675
	MANUEL A. GÓMEZ	
1.	Background and <i>Travaux Préparatoires</i>	675
2.	<i>Chapeau</i>	686
2.1	'Unless Otherwise Agreed by the Parties'	686
2.2	Without Showing Sufficient Cause	687
3.	Subparagraph (a)	689
4.	Subparagraph (b)	691
5.	Subparagraph (c)	693
Article 26:	Expert Appointed by Arbitral Tribunal	697
	MICHAEL POLKINGHORNE, KARIM MARIEY AND TOMAS VAIL	
1.	Background and <i>Travaux Préparatoires</i>	697
2.	Paragraph 1(a)	701
2.1	'Unless Otherwise Agreed by the Parties ...'	701
2.2	'... The Arbitral Tribunal May Appoint One or More Experts to Report to It ...'	702
2.3	'... On Specific Issues to Be Determined by the Arbitral Tribunal ...'	709
3.	Paragraph 1(b)	713
3.1	'... May Require a Party to ...'	713
3.2	'... To Give the Expert ...'	714

	3.3 ‘... Any Relevant Information or to Produce, or to Provide Access to, Any Relevant Documents, Goods or Other Property for His Inspection ...’	714
	4. Paragraph 2	715
	4.1 ‘Unless Otherwise Agreed by the Parties, If a Party So Requests or If the Arbitral Tribunal Considers It Necessary, the Expert Shall, after Delivery of His Written or Oral Report ...’	715
	4.2 ‘... Participate in a Hearing Where the Parties Have the Opportunity to Put Questions to Him and to Present Expert Witnesses in Order to Testify on the Points at Issue ...’	715
Article 27:	Court Assistance in Taking Evidence	718
	SHAHLA ALI AND ODYSSEAS G. REPOUSIS	
	1. Background and <i>Travaux Préparatoires</i>	718
	2. Request for Assistance from Court – Approval of the Tribunal	722
	3. Exercise of the Court’s Discretion and Scope of Assistance	723
	3.1 Specificity	724
	3.2 Timeliness	724
	4. Pre- and At-Trial Evidence	724
	5. Witnesses	726
	6. Abuses of Process	726
	7. Types of Assistance	727
	8. Assistance from Non-State Courts?	727
Article 28:	Rules Applicable to Substance of Dispute	732
	ILIAS BANTEKAS	
	1. Background and <i>Travaux Préparatoires</i>	732

CONTENTS

xxvii

2. Paragraph 1	736
2.1 ‘Law’ and ‘Legal System’	738
2.2 Rules of Law	739
2.3 <i>Lex Mercatoria</i>	741
2.4 Concurrent Laws and <i>Dépeçage</i>	743
3. Paragraph 2	745
3.1 Ordinary Operation of Conflict of Laws Rules	746
3.2 The Operation of Conflict of Laws Rules in Arbitral Proceedings	747
4. Paragraph 3	750
4.1 <i>Ex Aequo et Bono</i>	751
4.2 Amiable Composition	754
5. Paragraph 4	755
5.1 The ‘Terms of the Contract’ Supersede Choice of Law	755
5.2 ‘Applicable Trade Usages’	756
Article 29: Decision-Making by Panel of Arbitrators	758
MANUEL A. GÓMEZ	
1. Background and <i>Travaux Préparatoires</i>	758
2. More than One Arbitrator	765
3. Any Decision, by a Majority	767
4. Unless Otherwise Agreed by the Parties	769
5. Questions of Procedure May Be Decided by the Presiding Arbitrator	770
Article 30: Settlement	772
MICHAEL POLKINGHORNE AND POORVI SATIJA	
1. Introduction	772
2. <i>Travaux Préparatoires</i>	776

2.1	Who Should Request the Consent Award?	777
2.2	Should the Arbitral Tribunal Be Vested with Discretion to Refuse the Consent Award?	778
3.	Paragraph 1	780
3.1	During Arbitral Proceedings	780
3.2	Settle the Dispute	781
3.3	Shall Terminate the Proceedings	783
3.4	If Requested by the Parties	785
3.5	Not Objected to by the Arbitral Tribunal	785
3.6	Form of Arbitral Award	790
4.	Paragraph 2	791
4.1	Same Status and Effect as Any Other Award	792
4.2	Interface between Arbitration and Other Forms of Alternative Dispute Resolution	801
4.2.1	Arbitration as a Means of Inducing Settlement	801
4.2.2	Can a Settlement Reached during Mediation Proceedings Be Transformed into a Consent Award?	801
4.2.3	Outcome of Conciliation/Mediation Proceedings to Be Treated at Par as a Consent Award	803
4.2.4	Gazing into the Crystal Ball: Convention on the Enforcement of Mediation Settlements?	803
Article 31:	Form and Contents of Award	805
	ILIAS BANTEKAS	
1.	Background and <i>Travaux Préparatoires</i>	805
2.	Paragraph 1	807
2.1	'Award'	807
2.2	<i>Res Judicata</i>	810
2.3	'Award in Writing'	812
2.4	'Signed by the Arbitrator(s)'	813
2.5	Failure to Sign	814

CONTENTS

xxix

2.6 Dissenting Opinions	817
3. Paragraph 2	819
3.1 Reasoned Awards	820
4. Paragraph 3	822
4.1 Date of the Award	823
4.2 The Place of the Award	824
5. Paragraph 4	827
5.1 Delivery of Copies of Award	827
Article 32: Termination of Proceedings	831
ILIAS BANTEKAS	
1. <i>Travaux Préparatoires</i>	831
2. Paragraph 1	834
2.1 Final Award	835
2.2 Interim and Partial Awards	836
2.3 Termination Orders	837
2.4 <i>Functus Officio</i>	839
3. Paragraph 2	840
3.1 <i>Chapeau</i>	840
3.2 Paragraph 2(a)	841
3.2.1 Legitimate Interest	841
3.2.2 Claimant Withdrawal	842
3.2.3 Revocation of Termination Order by the Tribunal	842
4. Paragraph 2(b)	843
5. Paragraph 2(c)	844
6. Paragraph 3	845
Article 33: Correction and Interpretation of Award; Additional Award	846
ILIAS BANTEKAS AND IKRAM ULLAH	
1. Background and <i>Travaux Préparatoires</i>	847
2. Paragraph 1: <i>Chapeau</i>	850
3. Subparagraph (a): Errors Amenable to Corrections	850

4. Subparagraph (b): Interpretation of Award	851
5 Notice Requirement	852
6. Paragraph 2	852
7. Paragraph 3: Additional Award	853
7.1 Notion of ‘Claim’	853
7.2 Claim Presented, but Omitted	853
7.3 Conscious Omission of Claim on the Part of the Tribunal	854
7.4 Timelines before Corrected, Interpreted and Additional Award	854
7.5 Moment of the Request and Deadline Extension	855
8. Paragraph 4: Extension of Time Limit for the Issuance of Correction, Interpretation or Additional Award	855
9. Paragraph 5: Applicability of Provisions on Form and Contents of Award	856
Article 34: Application for Setting Aside as Exclusive Recourse against Arbitral Award	858
PIETRO ORTOLANI	
1. Introduction	859
2. Background and <i>Travaux Préparatoires</i>	860
3. Paragraph 1: Exclusive Nature of the Recourse	862
4. ‘An Arbitral Award May Be Set Aside ... Only If’: Obligations, Discretion and Powers of the Court in Setting Arbitral Awards Aside, or Refusing to Do So	863
5. Relevance of Party Impulse	865
6. Paragraph (2)(a)(i)	866
6.1 Incapacity of One of the Parties to the Agreement	866

CONTENTS

xxxix

6.2	Invalidity of the Agreement	870
7.	Paragraph (2)(a)(ii)	872
7.1	Failure to Give the Party Proper Notice of the Appointment of an Arbitrator or of the Arbitral Proceedings	872
7.2	Inability to Present the Case	876
8.	Paragraph (2)(a)(iii): Excess of Mandate	879
8.1	Cases of Excess of Mandate	880
8.2	Severability	883
9.	Paragraph 34(2)(a)(iv)	883
9.1	Composition of the Tribunal Not in Accordance with the Agreement of the Parties	884
9.2	Arbitral Procedure Not in Accordance with the Agreement of the Parties	885
9.3	Conflict between the Agreement of the Parties and Mandatory Provisions of the Model Law	888
9.4	Composition of the Tribunal or Arbitral Procedure Not in Accordance with the Model Law	890
10.	Paragraph 2(b)(i): Subject Matter of the Dispute Not Capable of Settlement by Arbitration under the Law of the Seat	891
11.	Paragraph 2(b)(ii): Award in Conflict with Public Policy	892
12.	Paragraph 3: Time Limit for Applications for Setting Aside	895
13.	Paragraph 4: Suspension of Setting-Aside Proceedings and Remission of the Award to the Tribunal	897
Article 35:	Recognition and Enforcement	899
	PIETRO ORTOLANI	
1.	Introduction	899

2. Background and <i>Travaux Préparatoires</i>	900
2.1 Desirability of Regulating the Recognition and Enforcement of Foreign Awards	900
2.2 No Distinction between Domestic and Foreign Awards	902
2.3 Exclusion of Double <i>Exequatur</i>	902
3. Paragraph 1	903
3.1 'An Arbitral Award'	903
3.1.1 Determining the Nature of Arbitral Decisions	903
3.1.2 Awards on Jurisdiction	905
3.1.3 Awards on Agreed Terms	908
3.1.4 Awards Confirmed by a Judgment at the Seat	909
3.1.5 Awards Already Recognised by Another Court	910
3.1.6 Uncertainties Concerning the Operative Part of the Award	911
3.2 'Irrespective of the Country in Which It Was Made'	911
3.3 'Shall': Obligation to Recognise and Enforce	912
3.4 'Recognised as Binding'	913
3.4.1 Subjective Scope	914
3.4.2 Chronological Scope	915
3.5 Enforcement upon Application	916
3.6 Jurisdiction to Recognise and Enforce	917
3.6.1 Identification of the Court Competent to Hear Applications	918
3.6.2 Scope of the Court's Jurisdiction	918
3.6.3 Need for a Jurisdictional Nexus	919
3.7 Requirements for Recognition and Enforcement	922
4. Paragraph 2	923

Article 36: Grounds for Refusing Recognition or Enforcement	927
MICHAEL POLKINGHORNE, JACK BIGGS, ANNA CHUWEN DAI AND TOLU OBAMUROH	
1. Background and <i>Travaux</i> <i>Préparatoires</i>	928
2. Paragraph 1	933
2.1 Paragraph 1(a)	937
2.1.1 At the Request of the Party against Whom It Is Invoked, If That Party Furnishes to the Competent Court Where Recognition or Enforcement Is Sought Proof That ...	937
2.2 Paragraph 1(a)(i)	938
2.2.1 A Party to the Arbitration Agreement Referred to in Article 7 Was under Some Incapacity; or the Said Agreement Is Not Valid under the Law to Which the Parties Have Subjected It or, Failing Any Indication Thereon, under the Law of the Country Where the Award Was Made	938
2.2.1.1 Incapacity of a Party to the Arbitration Agreement	939
2.2.1.2 Invalidity of the Arbitration Agreement	943
2.3 Paragraph 1(a)(ii)	947
2.3.1 The Party against Whom the Award Is Invoked Was Not Given Proper Notice of the Appointment of an Arbitrator or of the Arbitral Proceedings or Was Otherwise Unable to Present His Case	947
2.3.1.1 The Content and Criteria of 'Proper Notice'	947
2.3.1.2 Proving That a Party Is 'Unable to Present His Case'	949
2.4 Paragraph 1(a)(iii)	953
2.4.1 Excess of Mandate/Partial Recognition and Enforcement	953
2.4.2 What Constitutes Submission to Arbitration?	954
2.4.3 Scope of Parties' Consent	955

2.4.4	Partial Recognition and Enforcement of an Award	956
2.5	Paragraph 1(a)(iv)	957
2.5.1	Composition of the Tribunal and Arbitral Procedure	957
2.6	Paragraph 1(a)(v)	961
2.6.1	The Effects of Not-Yet-Binding Arbitral Awards	961
2.6.2	The Effect of the Setting Aside or Suspension of an Arbitral Award	964
2.7	Paragraph 1(b)	966
2.7.1	If the Court Finds That ...	966
2.8	Paragraph 1(b)(i)	966
2.8.1	The Subject Matter of the Dispute Is Not Capable of Settlement by Arbitration under the Law of This State	966
2.8.1.1	Arbitrability	966
2.9	Paragraph 1(b)(ii)	967
2.9.1	The Recognition or Enforcement of the Award Would Be Contrary to the Public Policy of This State	967
2.9.1.1	Public Policy	967
2.9.1.2	Substantive Grounds	970
2.9.1.3	Procedural Grounds	972
3.	Paragraph 2	975
3.1	Adjournment	975
<i>Index</i>		977

PREFACE

This book tells the story of a remarkable success. From its adoption by the United Nations Commission on International Trade Law on 21 June 1985 and until the time of writing, the UNCITRAL Model Law on International Commercial Arbitration has been adopted in eighty States and a total of 111 jurisdictions. The Model Law is, therefore, a prime example of transnational legal harmonisation, levelling the playing field for international commercial arbitration.

The swift rise of the Model Law, both before and after the 2006 amendments, triggered the need for comparative legal analysis assessing how the instrument is implemented and applied in the different enacting jurisdictions. Given the unique reality of a single legal template informing such a significant number of arbitration legislations the world over, interpretive problems arising in one legal system may be resolved by seeking guidance in the way other adopting States have tackled similar challenges. Furthermore, the need for a comparative focus is embedded in the architecture of the Model Law itself: article 2A requires that the Model Law be interpreted in the light of ‘its international origin’ and of ‘the need to promote uniformity in its application and the observance of good faith’. It is thus particularly important to enable such an internationally oriented interpretation, sharing knowledge and practices across national borders. This commentary is an attempt to meet this demand for comparative legal analysis, facilitating the duties of counsel, arbitrators, arbitral institutions, judges and academics.

The Model Law is a legislative template for arbitration statutes; its ambition, thus, is to ‘lead the way’ for national legislators, exemplifying the core characters of a liberal, friendly, efficient, easily understandable and reliable regulation of arbitration at the domestic level. This is undoubtedly an important objective, as national law (and more specifically, the law of the seat) is entrusted with the task of governing all procedural issues concerning the arbitration, beyond the infrastructure of basic guarantees set forth by the 1958 New York Convention and other

relevant international instruments. In other words, one could hardly disagree that the national law applicable to the arbitral procedure (often referred to with the Latin expression *lex arbitri*) plays a key role in modelling arbitration as we know it. Yet, the Model Law does not intend to stress the importance of the seat of arbitration, but rather the opposite: one of the key goals of the instrument is, in fact, to uniform the regulatory regime of international commercial arbitration, irrespective of the geographical location of the seat. The Model Law pursues this goal in two complementary ways: first, by encouraging the harmonisation of arbitration laws across different States, it wishes to minimise the risk that comparable procedural issues be resolved in diverging fashions. Second, the Model Law makes certain provisions applicable to any arbitration, without differentiating between ‘domestic’ and ‘foreign’ proceedings: this is, for instance, the case of article 36, which sets forth a single regime for the recognition and enforcement of arbitral awards, irrespective of the country in which the award was made. Given such a cosmopolitan policy objective, pursuing the detachment of arbitration from the specificities of the law of the seat, it is particularly desirable for a commentary focusing on the Model Law to investigate the ways in which enacting legislators have protected arbitration from the idiosyncrasies of domestic law, or have occasionally failed to do so.

Starting from its title, the Model Law focuses on international commercial arbitration. Nevertheless, the transnational legislative effort undertaken by UNCITRAL may also have a spillover effect on other types of arbitration. The prime example is, of course, domestic arbitration: any State adopting the Model Law is allowed to apply the same legislative template not only to international arbitration as defined in article 1(3), but to purely domestic proceedings as well. Second, the Model Law may occasionally be applicable to treaty-based investor–State arbitrations, inasmuch as the non-ICSID proceedings are seated in the territory of an enacting State. For these reasons, while this commentary will mainly focus on international commercial arbitration, references to domestic arbitration and to investor–State proceedings will also be made where appropriate.

This commentary adopts an article-by-article structure: each chapter scrutinises a provision of the Model Law, paragraph by paragraph. Special attention is devoted to the case law of arbitral tribunals and national courts in the enacting States, so as to ensure the practical relevance of the analysis. While ample references are also made to monographs and academic articles, we deemed it especially important

to portray the reality of international arbitration conducted under the Model Law, providing a reliable overview of the ways in which this instrument is translated into practical reality by arbitrators and judges. To this end, the vast majority of cases included in the Case Law on UNCITRAL Texts (CLOUT) database are discussed in the footnotes. In addition, specific efforts were made to include references to the most recent cases available at the time of writing. The multinational character of the authors' team was pivotal in the adoption of a broad comparative perspective.

Although the main purpose of this commentary is to follow the structure of the Model Law closely and offer an in-depth discussion of all of its provisions, parallels with national arbitration statutes that do not conform to the Model Law (such as the English Arbitration Act 1996) are occasionally drawn. It is, however, important to stress that this book is not a general arbitration treatise, but an investigation of the Model Law and its specificities. Consistent with this approach, references to other statutes are not made systematically and mainly have an illustrative purpose, highlighting the distinctive features and the 'added value' of the Model Law.

As already mentioned, the enactment of the Model Law is to a large extent a success story. There are, however, some exceptions to the general trend, i.e. cases of specific provisions that have not been widely enacted (or, at least, not yet). An obvious example is the case of articles 17B–17C, enabling the arbitral tribunal to issue *ex parte* preliminary orders: despite the introduction of these provisions in the context of the 2006 amendments to the Model Law, not many legal systems have chosen to confer this type of power upon arbitral tribunals, and arbitrators have in any case proved averse to any type of *ex parte* communication with the disputants. For the purposes of this commentary, however, we have chosen not to differentiate in any way between the Model Law provisions which enjoy widespread implementation and the less 'successful' ones: each article is discussed in a separate chapter, irrespective of how frequently the enacting States have decided to adopt it. There are at least three reasons for such a methodological choice. First, the least frequently implemented articles of the Model Law offer a relevant counterfactual perspective on what the law of international arbitration may have looked like, had the States made different choices. Second, the law of international arbitration is best understood as a living and ever-evolving being: what may come across as merely theoretical now could become practically relevant in the future. Third, the more 'obscure' provisions offer a

demonstration of the delicate balance that an instrument of transnational law, such as the Model Law, must strike between the need for innovation and the practical reality of arbitration. On the one hand, a Model Law would make little sense if it merely codified the currently existing practices without adding or modifying anything. It is exactly for this reason that the Model Law must be understood as an exceptional achievement, as it managed to effectively inject a progressive attitude towards arbitration in a plurality of legal systems around the world, changing the way they conceive of this mechanism of dispute resolution. On the other hand, however, transnational law should not run ahead of time and propose solutions that, while potentially useful in theory, are not compatible with real-life legal practice.

Another lesson that the readers may draw from this commentary is that, in its practical application, the Model Law functions as a legal laboratory, where different legal traditions and approaches to private and procedural law interact with each other and, occasionally, start living a new life. The function of the Model Law as a cultural bridge is a recurring theme throughout the book and offers yet another confirmation of the exceptional role that this instrument, together with other sources of transnational commercial law, play in inspiring and transforming a multitude of national legal systems. The most striking demonstration of this impact of the Model Law on national legal cultures is perhaps to be found in the circumstance that, at the time of writing, several domestic legislators seeking to establish specialised commercial courts for international disputes look at the Model Law for inspiration on procedural matters. In other words, if just a few decades ago doubts were cast as to the degree of autonomy of arbitration from State court litigation, today the latter looks at the former (and at the Model Law in particular) for guidance.

An additional recurring theme of the commentary is the influence of the Model Law not only on national arbitration statutes, but also on different sets of arbitration rules. From this point of view, the most interesting relationship is probably the one between the Model Law and the UNCITRAL Arbitration Rules. Needless to say, when the original version of the Model Law was being drafted during the first half of the 1980s, the UNCITRAL Arbitration Rules (as adopted on 15 December 1976) already existed. The Rules, in fact, constituted a fundamental source of inspiration and drafting basis for the 1985 version of the Model Law. Later on, however, the roles changed and the Model Law (including its 2006 amendments) served as a crucial touchstone during

the revision process leading to the 2010 version of the UNCITRAL Rules. The Model Law, hence, demonstrates an extraordinary ability to enter into a long-lasting dialogue with other sources of law, shaping the landscape of international arbitration in manifold ways.

Each of the chapters in this commentary follows the same structure, to maximise the ease of consultation. Before the paragraph-by-paragraph discussion of the relevant provision, every chapter starts with a section devoted to the article's background and *travaux préparatoires*. While potentially interesting from a historical perspective, these sections are not only of academic relevance; to the contrary, they will hopefully feed in the work of practitioners, adding a further layer of detail to provisions that would otherwise often be regarded as uncontroversial. The *travaux*, in a nutshell, demonstrate that many of the core ideas of arbitration (such as the primacy of consent and party autonomy) that we are used to accepting as a given in our current day-to-day practice were subjects of intense debate until a relatively short time ago. By delving into these histories and the policy considerations animating the drafters, this commentary will hopefully allow for an evolutionary, deeper understanding of the Model Law.

The highest honour and achievement for this commentary would be to offer a small contribution to the evolution of the ideas and passions that sustain the edifice of international arbitration. We hope that the book can at least partially achieve this goal, assisting the lawyers that will have the patience to read it.

CONTRIBUTORS

Principal Authors

SHAHLA ALI received her JD and PhD from UC Berkeley in Jurisprudence and Social Policy and BA from Stanford University. Her research and practice centre on questions of governance, development and the resolution of cross-border disputes in the Asia-Pacific region. She is an Associate Professor and Associate Dean (International) and Deputy Director of the LLM in Arbitration and Dispute Resolution in the Faculty of Law at the University of Hong Kong. Shahla is the author of *Court Mediation Reform: Efficiency, Confidence and Perceptions of Justice* (2018), *Governing Disasters: Engaging Local Populations in Humanitarian Relief* (Cambridge University Press, 2016); *Consumer Financial Dispute Resolution in a Comparative Context* (Cambridge University Press, 2013) and *Resolving Disputes in the Asia-Pacific Region* (2010), and writes for law journals in the area of comparative ADR. She has consulted with USAID, IFC/World Bank and the United Nations on issues pertaining to access to justice, peace process negotiation training and land use conflict resolution. She serves as a bilingual arbitrator (English/Chinese) with CIETAC, HKIAC (ADNDRC) and SIAC, and is a member of the IBA Drafting Committee for Investor–State Mediation Rules, the DOJ Mediation Regulatory Framework Subcommittee, the UN Mediation Roster and the FDRC Appointments Committee. Prior to HKU, she worked as an international trade attorney with Baker & McKenzie.

ILIAS BANTEKAS FCIArb, LLB (Athens), BA/Dip (Cambridge), LLM and PhD (Liverpool) is Professor of International Law and International Arbitration at Hamad bin Khalifa University (an initiative of Northwestern University Pritzker School of Law and Qatar Foundation) and a Senior Fellow at the Institute of Advanced

Legal Studies (IALS) of the University of London. He acts as consultant to various intergovernmental organisations, such as UNDP, UN Special Procedures, the Council of Europe and the EU. He also advises State entities, law firms and NGOs in most fields of international law, human rights, international development law and arbitration, and is regularly appointed as an arbitrator in international disputes. He has held academic appointments at Brunel, Harvard, SOAS, Miami, Cleveland-State and elsewhere. He was a member of the Greek Debt Truth Committee and advises several debt-related organisations. Key books include: *International Human Rights Law and Practice* (3rd edn, Cambridge University Press, 2019); *Introduction to International Arbitration* (Cambridge University Press, 2015); *Criminological Approaches to International Criminal Law* (Cambridge University Press, 2014); *International Law* (4th edn, 2019); *The International Criminal Court and Africa* (2017); *International Criminal Law* (4th edn, 2010); and *Commentary on the UN Disabilities Convention* (2018, with M. A. Stein and D. Anastasiou).

MANUEL A. GÓMEZ is a Professor of Law and the Associate Dean of International and Graduate Studies at Florida International University College of Law (FIU Law). He specialises in international arbitration, comparative complex litigation and international law with a focus on Latin America. He also leads FIU Law's Global Legal Studies Initiative, is a founding Academic Board Member of the Miami International Arbitration Society (MIAS) and serves on the Executive Council of the International Law Section of the Florida Bar. Manuel is also the Editor-in-Chief of the World Arbitration and Mediation Review (WAMR) and the co-coordinator of the Latin America & Caribbean Group of the Silicon Valley Arbitration and Mediation Center (SVAMC). Manuel holds masters and doctoral degrees from Stanford University School of Law, and a law degree (*cum laude*) and a specialisation in procedural law from the Universidad Católica Andrés Bello (Venezuela).

PIETRO ORTOLANI is an Assistant Professor at Radboud University in Nijmegen, the Netherlands. He specialises in international arbitration and transnational dispute resolution. Pietro holds a law degree from the University of Pisa and a PhD in arbitration from LUISS Guido Carli University, Rome. Before joining Radboud University, he was a

Senior Research Fellow at the Max Planck Institute for Procedural Law, a Research Associate at the University of Pisa and a Law Research Associate at Queen Mary, University of London. Pietro is admitted to the Bar in Italy. He has experience in both ad hoc and institutional arbitration. He has acted as an expert for the European Parliament and the European Commission. In 2016, Pietro won the James Crawford Prize.

MICHAEL POLKINGHORNE is a dual-qualified (civil and common law) lawyer at White & Case in Paris, where he heads the office's arbitration, energy and pro bono groups; he is also joint-head of the firm's oil and gas practice. He has served as counsel in arbitrations conducted under most major institutional rules, and has in recent years been involved in a number of mediations, notably in the industrial gas sector. He has in addition served in over two dozen cases as arbitrator (sole, party-appointed or chair) under, among others, the ICC, LCIA and UNCITRAL Rules. Michael is the former Australian member of the International Court of Arbitration of the ICC, and a current member of the Legal Advisory Task Force of the European Energy Charter Secretariat. Having written extensively on energy dispute resolution and foreign investment, he also provides courses on long-term energy contracts and dispute resolution. He is a graduate of Adelaide (LLB Hons: Stow medalist) and Cambridge (LLM: Commonwealth Scholar) universities.

Co-Authors

JACK BIGGS is currently undertaking post-graduate study at Queen Mary University, London. His studies focus on investment law and energy and resources law. Jack was previously an associate in the White & Case International Arbitration Practice Group in Paris. His practice included investment arbitration and international commercial arbitration, with a particular focus on energy- and construction-related disputes. He is admitted as a solicitor in New South Wales, Australia.

ANNA CHUWEN DAI is an associate in the White & Case LLP International Arbitration Practice Group in Paris. Her practice includes international commercial and investment arbitration. She also works on pro bono projects concerning public international law and policy. Prior to joining White & Case LLP, Anna acquired

LIST OF CONTRIBUTORS

xliii

experience in international law and dispute resolution at the Office of Legal Affairs of the United Nations New York Headquarters, the UNCITRAL secretariat in Vienna and a number of international law firms in China and France. She has been involved in the United Nations Volunteers programme and assisted with a local governance support project in Central Asia. In addition, she worked on legislative issues at the United States Senate and served as a foreign law clerk at the Supreme Court of Israel. While reading law, Anna was an editor of the *Harvard International Law Journal*.

MARIELE COULET-DIAZ is an associate in the White & Case International Arbitration Practice Group in Paris and will be going to the Firm's Mexico office on secondment. Mariele has experience in representing corporations, States and State entities in both commercial and investment treaty arbitrations. Her practice encompasses disputes relating to mining, energy, infrastructure and M&A. Mariele also has experience in arbitrations relating to Latin America. Prior to joining White & Case, Mariele worked as an associate in the corporate and arbitration departments of major international law firms in Paris, where she notably gained experience in matters involving sovereign entities and Latin America. Mariele is French and Guatemalan, and is admitted to practise in Paris and New York. She speaks fluently French, Spanish and English.

TOM KABAU is a Senior Lecturer at the School of Law, Jomo Kenyatta University of Agriculture and Technology, and an Advocate of the High Court of Kenya. He has previously served as a Senior Lecturer and Chair of Department at the Africa Nazarene University Law School, and has provided research and consultancy services to various organisations. He also serves as an African Area Advisor for the Oxford Bibliographies in International Law. Tom holds a Doctor of Philosophy (PhD) degree in Public International Law from the University of Hong Kong, and Master of Laws (LLM) and Bachelor of Laws (LLB) degrees from the University of Nairobi. He has also been a Research Fellow at Utrecht University, and was a 2015 Transnational Law Summer Institute Fellow at King's College London. He has various publications in the form of book chapters and articles in peer-reviewed journals. His research interests are in Public International Law, Law and Development, International Arbitration and Intellectual Property Law.

Mounia Larbaoui is an associate in the White & Case International Arbitration Practice Group in Paris. Her practice focuses primarily on public international law and international arbitration, including investor–State, commercial and sports arbitration. She has advised corporate clients and governments in international arbitrations before the International Center for Settlement of Investment Disputes, the International Chamber of Commerce and other arbitral institutions, and has acted as Tribunal Secretary in commercial and sports arbitrations. She has acted as Co-Chair of the Lagos Court of Arbitration – Young Arbitrators Network (LCA-YAN) since 2018.

NIKA LARKIMO is an associate in the White & Case International Arbitration Practice Group and currently based in the Paris office. She has acted both as counsel and as tribunal secretary in domestic and international arbitration proceedings. Nika also has experience in corporate and financial transactions, including mergers & acquisitions and capital markets transactions, having worked for the firm’s transactional department for two years. Nika has represented a variety of clients from a variety of jurisdictions and industry sectors. She also regularly publishes on issues related to international dispute resolution.

HAZEL LEVENT is an associate in the White & Case International Arbitration Practice Group in Paris. Previously, Hazel worked in the firm’s London office for several years where she represented clients in international arbitration, commercial litigation and regulatory matters in a range of industry sectors, including financial services, oil and gas, infrastructure, pharmaceuticals and social media. Prior to joining the Paris team, Hazel spent eight months on a client secondment in an Independent Oil & Gas Company where she gained in-depth experience on upstream operations in the North African region. Hazel frequently advises non-governmental organisations on a pro bono basis and leads projects in relation to topics such as legal aid, homelessness, torture, whistleblowing and freedom of speech legislation and post-conflict transition. She is a native Turkish speaker and is fluent in English and French.

KARIM MARIEY is an associate in the White & Case London Construction and Engineering Group. He is a fluent Arabic speaker

LIST OF CONTRIBUTORS

xlv

and has been active in the Middle East representing sovereign governments, developers and contractors in large construction and engineering disputes in the MENA region, including Oman, Kuwait and Iraq. Karim has experience in litigation, arbitration (including under the auspices of the LCIA, ICC and UNCITRAL Rules) and mediation. He is also a member of the Society of Construction Law and a member of the Society of Construction Law Astra's organising Committee.

TOLU OBAMUROH is an associate in the White & Case International Arbitration Practice Group in Paris. His practice includes international commercial and investment arbitration. Prior to joining White & Case, Tolu was the Associate General Counsel of the Lagos Court of Arbitration, where he was responsible for case management and dispute resolution of the court. Tolu currently serves as Co-Chair of Young ICCA (International Council for Commercial Arbitration).

KIRSTEN ODYNSKI is a partner in the White & Case International Arbitration Practice Group in Paris. She is a member of the Paris and New York State bars and has experience in commercial and investment treaty arbitration, having acted as an advisor in ad hoc and institutional arbitrations. Kirsten transferred to the Paris office in 2012 after having spent her first three years with the firm in the New York office. She is also active in White & Case's pro bono work in the area of public international law and legal education service programmes.

ALVARO PERALTA is an associate in the White & Case International Arbitration Practice Group in Washington, DC. His practice includes international commercial and investment arbitration cases and commercial litigation. Alvaro is also active in pro bono activities involving representation of asylum applicants in US immigration proceedings. Prior to White & Case, Alvaro worked at the International Centre for Settlement of Investment Disputes of the World Bank and at the Chambers of the Honorable Judge Reyna at the US Court of Appeals for the Federal Circuit. A native of the United States and Nicaragua, Alvaro is bilingual in English and Spanish. He is admitted to practise in New York and Washington, DC.

ODYSSEAS G. REPOUSIS received his Master of Laws Degree from Harvard Law School and his PhD from the University of Hong Kong. He has received several prizes and awards, including the Harvard University Scholarship and the Li Ka Shing Prize (also known as the Best PhD Thesis Award). He is an associate in Quinn Emanuel's London office and a member of the international arbitration and transnational litigation groups. His practice focuses on international commercial arbitration, investor-State disputes and business litigation. Odysseas also has experience in international and EU trade law, trade defence investigations and white-collar crime. Prior to joining private practice, Odysseas worked at the International Chamber of Commerce and the European Commission and held research positions with the British Institute of International and Comparative Law, the Hong Kong International Arbitration Centre and the United Nations International Law Commission. Odysseas has spoken and written extensively on international arbitration and litigation topics, and has delivered lectures on international law and arbitration at universities in the United States and Hong Kong.

POORVI SATIJA is an associate in the White & Case International Arbitration Practice Group in Paris. Her practice includes international commercial and investment arbitration cases. Poorvi is a trained mediator and negotiator and has been actively involved in the Willem C. Vis International Commercial Arbitration Moot competition as an arbitrator and coach for a number of years. Prior to joining White & Case, Poorvi was an associate with one of India's leading law firms, during which time she was involved in high-profile transactions and disputes.

TUULI TIMONEN is a senior associate in the White & Case International Arbitration Practice Group. Tuuli is currently based in the firm's Helsinki office after spending years at White & Case's Paris and New York offices. Tuuli has experience in international arbitrations under a number of arbitration rules, as well as in ad hoc arbitrations. She has represented clients in both commercial and investment arbitrations. Tuuli has been recognised by the Global Arbitration Review among the 'Future Leaders' of arbitration in Finland.

LIST OF CONTRIBUTORS

xlvii

ZEHAAN TRIVEDI is an associate in the White & Case International Arbitration Practice Group in Paris. He has experience in both commercial and investor–State disputes under several leading institutional rules, as well as ad hoc proceedings. He is admitted to practise law in India, where he previously worked with a leading Indian law firm.

IKRAM ULLAH is Assistant Professor of International Arbitration at the International Islamic University Islamabad, with an LLM and a PhD in International Arbitration. He has acted as arbitrator and counsel in several domestic and international arbitrations. He represents clients in courts on civil, commercial and arbitration matters. He has taught international arbitration at various universities in Pakistan and London. He has published with *Arbitration International*, *Asia International Arbitration Journal*, *Contemporary Asia Arbitration Journal*, *International Arbitration Law Review* and *World Mediation and Arbitration Review*.

TOMAS VAIL is the founder of Vail Dispute Resolution, an independent disputes practice based in London. A native speaker of Russian and English, Tomas represents clients in international commercial arbitrations and investment treaty disputes, including under the UNCITRAL, ICSID, LCIA and ICC rules. Tomas has particular experience in the petroleum and mining industries, advising on corporate/nationality planning for investment treaty protection, production sharing agreements, tax stability provisions and cost recovery mechanisms. Tomas sits on the Advisory Board of the Institute for Transnational Arbitration and serves as a legal specialist to the American Bar Association's Rule of Law Initiative, advising States on aspects of investment treaty disputes. He regularly publishes and presents on arbitration-related issues. Tomas is a member of the bar in New York and is a Solicitor of England and Wales.

GWEN WACKWITZ is an associate in the White & Case Commercial Litigation Group in London. She has experience in international arbitration and commercial litigation across a variety of sectors and jurisdictions. Gwen is qualified to practise in England and Wales and has worked in both the London and Paris offices. Gwen is fluent in English, Dutch and French.

ABBREVIATIONS

AA	Arbitration Act
AAA	American Arbitration Association
AALCC	Asian-African Legal Consultative Committee
ABCA	Alberta Court of Appeal
ABQB	Alberta Queen's Bench (Reports)
AC	Appeals Cases (Reports)
ACHR	American Convention on Human Rights
AIHC	All India High Court Cases
AIR	<i>All India Reporter</i>
ALI	American Law Institute
All ER	All England Reports
ALR	<i>Australian Law Reports</i>
Alta LR	<i>Alberta Law Review</i>
<i>Am. J. Comp. L.</i>	<i>American Journal of Comparative Law</i>
<i>Am. J. Intl L.</i>	<i>American Journal of International Law</i>
<i>Am. Rev. Intl Arb.</i>	<i>American Review of International Arbitration</i>
<i>Am. U. Intl L. Rev.</i>	<i>American University International Law Review</i>
App.	Application
<i>Arb. Intl</i>	<i>Arbitration International</i>
<i>Arb. J.</i>	<i>Arbitration Journal</i>
Arb. LR	<i>Arbitration Law Review</i>
ARBLR	Arbitration Law Reporter (India)
ASA Bull.	<i>Swiss Arbitration Association Bulletin</i>
<i>Austrian YB Intl Arb.</i>	<i>Austrian Yearbook of International Arbitration</i>
AWLD	<i>Alberta Weekly Law Digest</i>
Bankr.	Bankruptcy
BCCA	British Columbia Court of Appeal (Reports)
BCJ	British Columbia Judgments
BCLR	<i>British Columbia Law Reports</i>
BCSC	British Columbia Supreme Court
BDA	Beth Din of America
Bda LR	Bermuda Law Reports
BGB	Bürgerliches Gesetzbuch (German Civil Code)

LIST OF ABBREVIATIONS

xlix

BGBI	Bundesgesetzblatt (Federal Law Gazette)
BGE	Entscheidungen des Schweizerischen Bundesgerichts (Swiss Supreme Court decisions)
BGH	Bundesgerichtshof (German Federal Court of Justice)
BLR	Building Law Reports
BomCR	Bombay Cases Reporter
BR	Banc de la Reine (Rapports judiciaires officiel de Quebec)
<i>Brooklyn J. Intl L.</i>	<i>Brooklyn Journal of International Law</i>
Bull. Civ.	<i>Bulletin des arrest de la Cour de Cassation</i> (France)
Bull. Laurent	<i>Bulletin Laurent</i>
BVIAC	British Virgin Islands International Arbitration Centre
<i>BYIL</i>	<i>British Yearbook of International Law</i>
CA	Cour d'Appel
CAA	Commercial Arbitration Acts
CADER	Centre for Arbitration and Dispute Resolution
Cal.	California
Cal. App.	California Appeals Reports
<i>Cal. L. Rev.</i>	<i>California Law Review</i>
Cal. Rptr	California Reporter
CAM-CCBC	Centro de Arbitragem e Mediação da Câmara de Comércio Brasil-Canadá (Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada)
CanLII	<i>Canadian Legal Information Institute</i> (Reporter)
CAS	Centre of Arbitration for Sport
Cass. Civ.	Cassation Civile
CC	Civil Code
CCP	Code of Civil Procedure
CEO	Chief Executive Officer
CEPANI	Belgian Centre for Arbitration and Mediation
CIArb	Chartered Institute of Arbitrators
CIETAC	China International Economic and Trade Arbitration Commission
Cir.	Circuit
CIS	Commonwealth of Independent States
CISG	Convention on the International Sale of Goods
CJEU	Court of Justice of the European Union
CLC	<i>Commercial Law Cases</i> (Reporter)
<i>CLJ</i>	<i>Commonwealth Law Journal</i>
CLOUT	Case Law on UNCITRAL Texts
CLR	<i>Commonwealth Law Reports</i> and <i>Cyprus Law Reports</i>
<i>CMLR</i>	<i>Common Market Law Review</i>
Comm.	Commercial

I

LIST OF ABBREVIATIONS

<i>Contemp. Asia Arb. J.</i>	<i>Contemporary Asia Arbitration Journal</i>
CPR	Civil Procedure Rules and Directions
CRCICA	Cairo Regional Center for International Commercial Arbitration
<i>Croatian Arb. YB</i>	<i>Croatian Arbitration Yearbook</i>
DAB	Dispute Adjudication Boards
D. Conn.	District of Connecticut
DDC	District Court of Columbia
Del.	Delaware
DIFC	Dubai International Financial Centre
DIS	German Arbitration Institute
<i>Disp. Resol. J.</i>	<i>Dispute Resolution Journal</i>
DLT	<i>Delhi Law Times</i>
D. Or.	District of Oregon
DRJ	Delhi Reported Judgments
EAPO	European Account Preservation Order
ECC	UN Convention on the Use of Electronic Communications in International Contracts
ECHR	European Convention on Human Rights
ECLI	European Case Law Identifier
ECPA	Electronic Communications Privacy Act
ECR	European Court Reports
ECtHR	European Court of Human Rights
ED Cal.	Eastern District California (USA)
ED Penn.	Eastern District Pennsylvania (USA)
EDI	electronic data interchange
ED La.	Eastern District of Louisiana
EFAA	Enforcement of Foreign Arbitral Awards Act
EHRR	European Human Rights Reports
eKLR	Electronic Kenya Law Reports
EPC	engineering, procurement and construction
ER	Editorial Records
EU	European Union
EWCA Civ.	England and Wales Court of Appeals Civil Division
EWHC	England and Wales High Court
f.	<i>Federal Reporter</i> (USA)
F.2d	<i>Federal Reporter</i> 2nd Circuit
F.3d	<i>Federal Reporter</i> 3rd Circuit
FAA	Federal Arbitration Act
FC	Federal Court
FCA	Federal Court of Australia
FC AFC	Federal Court of Australia Full Court

LIST OF ABBREVIATIONS

li

FCDR	Fulton County Daily Report
FCR	<i>Federal Court Reports</i> (Australia)
Fed. App'x	Federal Appendix (Reporter)
FIDIC	International Federation of Consulting Engineers
FLR	Family Law Reports <i>and</i> Federal Law Reports (Australia)
Fn.	footnote
<i>Fordham Intl LJ</i>	<i>Fordham International Law Journal</i>
FRD	<i>Federal Rules Decisions</i> (USA)
F. Supp.	<i>Federal Supplement</i> (Reporter)
<i>Ga St. UL Rev.</i>	<i>Georgia State University Law Review</i>
GC	Grand Chamber (ECtHR)
<i>Georgetown J. Intl L.</i>	<i>Georgetown Journal of International Law</i>
<i>Groningen J. Intl L.</i>	<i>Groningen Journal of International Law</i>
HCA	High Court of Australia
HCCT	High Court of Construction and Arbitration Proceedings (Hong Kong)
HKAO	Hong Kong Arbitration Ordinance
HKC	<i>Hong Kong Cases</i> (Reporter)
HKCA	Hong Kong Court of Appeal
HKCFI	Hong Kong Court of First Instance (Reporter)
HKDC	Hong Kong District Court (Reporter)
HKEC	Hong Kong Electronic Cases Index
HKIAC	Hong Kong International Arbitration Centre
HKLD	Hong Kong Law Digest
HKLR	Hong Kong Law Reports
HKLRD	Hong Kong Law Reports and Digest
HKLT	Hong Kong Lands Tribunal (Law Reports)
IAA	International Arbitration Acts
IAMA	Institute of Arbitrators and Mediators of Australia
IBA	International Bar Association
IBP	Integrated Bar of the Philippines
ICA	International Commercial Arbitration
ICAC	International Commercial Arbitration Court
ICC	International Chamber of Commerce
<i>ICC Bull.</i>	<i>ICC International Court of Arbitration Bulletin</i>
<i>ICC Ct Bull.</i>	<i>International Chamber of Commerce Court Bulletin</i>
ICCA	International Council for Commercial Arbitration
ICDR	International Centre for Dispute Resolution
ICJ	International Court of Justice
ICJ Rep.	International Court of Justice Reports
ICLQ	<i>International and Comparative Law Quarterly</i>

ICSID	International Centre for the Settlement of Investment Disputes
<i>ICSID Rev.</i>	<i>ICSID Review – Foreign Investment Law Journal</i>
IEHC	High Court of Ireland Decisions
ILA	International Law Association
ILM	International Legal Materials
ILPr.	International Litigation Procedure (Reporter)
ILR	International Law Reports
Ind. LHC	India Lord High Chancellor (Reports)
<i>Intl ALR</i>	<i>International Arbitration Law Review</i>
<i>Intl Com. Arb. Brief</i>	<i>International Commercial Arbitration Brief</i>
<i>Intl Law.</i>	<i>International Lawyer</i>
<i>Intl Litigation</i>	<i>International Litigation</i>
IR	Irish Reports
Iran–US CTR	Iran–United States Claims Tribunal
JCAA	Japan Commercial Arbitration Association
JDI	<i>Journal du Droit International Privé</i>
<i>J. Disp. Resol.</i>	<i>Journal of Dispute Resolution</i>
JIDS	<i>Journal of International Dispute Settlement</i>
<i>JL & Commerce</i>	<i>Journal of Law and Commerce</i>
<i>J. LCIA</i>	<i>Journal of the London Court of International Arbitration</i>
JOIA	<i>Journal of International Arbitration</i>
LCA	Law on Commercial Arbitration
LCIA	London Court of International Arbitration
<i>Leiden J. Intl L.</i>	<i>Leiden Journal of International Law</i>
LICA	Law of International Commercial Arbitration
LJ	Lord Justice
<i>LJ</i>	<i>Law Journal</i>
Lloyd’s Rep.	<i>Lloyd’s Law Reports</i>
Mass. App.	Massachusetts Appeal
MinSiTaZi	民四他字第 (Guide on Foreign-related Commercial and Maritime judgments)
MLJ	<i>Madras Law Journal</i>
<i>MPEPIL</i>	<i>Max Planck Encyclopedia of Public International Law</i>
NAFTA	North American Free Trade Agreement
NBQB	New Brunswick Queen’s Bench
NCCP	New Civil Code of Procedure
NCPC	Nouveau Code de Procédure Civile (New Code of Civil Procedure)
ND Cal.	Northern District of California
ND Ohio	Northern District of Ohio
Nev.	Nevada

LIST OF ABBREVIATIONS

liii

Nev. Adv. Op.	Nevada Advanced Opinion
Nfld	Newfoundland
NGO	non-governmental organisation
NJ	Supreme Court of New Jersey
NJA	Nytt juridiskt arkiv, avdelning I (Supreme Court reports, Sweden)
NJW	Neue Juristische Wochenschrift
<i>Notre Dame L. Rev.</i>	<i>Notre Dame Law Review</i>
NSJ	Nova Scotia Judgments
NSWIR	New South Wales Industrial Relations Commission of New South Wales Decisions
NSWSC	New South Wales Supreme Court (Reports)
NWLR	Nigerian Weekly Law Reports
NY 2d	New York Reports
<i>NYIL</i>	<i>Netherlands Yearbook of International Law</i>
<i>NYU L. Rev.</i>	<i>New York University Law Review</i>
NYS	<i>New York Supplement</i>
NZCA	New Zealand Court of Appeal
NZFLR	<i>New Zealand Family Law Reports</i>
NZHC	New Zealand High Court
NZLR	<i>New Zealand Law Reports</i>
OAC	Court of Appeal for Ontario
Ob.	Oberster Gerichtshof (Austrian Supreme Court) [also OGH]
<i>OGEL</i>	<i>Oil, Gas and Energy Law</i> (Journal)
OGH	Oberster Gerichtshof (Austrian Supreme Court) [also Ob.]
OIC	Organisation of the Islamic Conference
OJ	Official Journal
OLG	Oberlandesgericht (German higher regional court)
OLGZ	Oberlandesgericht München
ONCA	Ontario Court of Appeal
ONSC	Ontario Supreme Court
OR	Ontario Reports
<i>Oxford U. Comp. L. Forum</i>	<i>Oxford University Comparative Law Forum</i>
P.	Probate Division (USA)
Pac.	Pacific Reporter
<i>Pace L. Rev.</i>	<i>Pace Law Review</i>
PAL	Portuguese Arbitration Law
Pas. Lux.	Pasicrisie Luxembourgeoise
PCA	Permanent Court of Arbitration

liv

LIST OF ABBREVIATIONS

PECL	Principles of European Contract Law
<i>Penn. State L. Rev.</i>	<i>Pennsylvania State Law Review</i>
PIL/PILA	Private International Law Act (Swiss)
PJ	Permanent Judge
PRC	Peoples' Republic of China
PRNZ	Procedure Reports of New Zealand
PwC	PricewaterhouseCoopers
QB	Queen's Bench (Reports)
QCA	Queensland Court of Appeal
QCCA	Court of Appeal of Québec (Reports)
QCCQ	Court of Quebec (Reports)
QCCS	Superior Court of Québec (Reports)
QDC	Queensland District Court
QJ	Quebec Judgments
QMUL	Queen Mary University of London
RAJ	Rajasthan (India)
<i>Rev. Arb.</i>	<i>Revue de l'Arbitrage</i>
<i>Revista de Arbitraje PUCP</i>	<i>Revista de Arbitraje Pontificia Universidad Católica del Perú</i>
RH	Rättsfall från hovrätterna (Case Reports, Swedish Courts of appeal)
RJQ	Rapports Juridiques du Quebec
s.	section
SAP MU	Audiencia Provincial of Murcia
SAR	Special Administrative Region
Sask. R.	Saskatchewan Reports
SC	Supreme Court
SCAI	Swiss Chambers' Arbitration Institution (Rules)
SCC	Supreme Court Canada (Reports)
SCC	Supreme Court Cases (India) (Reporter)
SCC	Swedish Chamber of Commerce
SCCA	Supreme Court CanadaSch.
<i>SchiedsVZ</i>	<i>Zeitschrift für Schiedsverfahren</i> (German Arbitration Journal)
SCJ	Supreme Court Judgments (Mauritius)
SCR	Supreme Court Reports (Canada)
S. Ct	Supreme Court
SD Cal.	Southern District of California
SD Fla	Southern District of Florida
SD Ga	Southern District of Georgia
SD Ind.	Southern District of Indiana
SDNY	Southern District of New York

LIST OF ABBREVIATIONS

iv

SE	Southeastern Reporter (USA)
SGCA	Singapore Court of Appeal
SGHC	<i>Singapore Court of Appeal</i> (Reporter)
SIAC	Singapore International Arbitration Centre
SK	Saskatchewan
SKCA	Saskatchewan Court of Appeal
SKQB	Saskatchewan Queen's Bench
SLR	<i>Singapore Law Reports</i>
ss	sections
<i>Stan. JIL</i>	<i>Stanford Journal of International Law</i>
<i>Stan. L. Rev.</i>	<i>Stanford Law Review</i>
STC	Sentencia del Tribunal Constitucional
STJ	Superior Tribunal de Justiça
subs.	subsection
SW	South Western Reporter (USA)
TCC	Technology and Construction Court
TDM	<i>Transnational Dispute Management</i>
<i>Touro Intl L. Rev.</i>	<i>Touro International Law Review</i>
TSJM	Madrid High Court of Justice
UAE	United Arab Emirates
UCC	Uniform Commercial Code
<i>UCLA L. Rev.</i>	<i>University of California Law Review</i>
UGHC	Uganda High Court (Reports)
UGSC	Uganda Supreme Court (Reports)
UK	United Kingdom
UKCA	UK Court of Appeal
UKHL	UK House of Lords (Reports)
UKPC	UK Privy Council
UN	United Nations
UNCITRAL YB	UNCITRAL Yearbook
UNCLOS	UN Convention on the Law of the Sea
UNCTAD	UN Conference on Trade and Development
UNGA	United Nations General Assembly
UN GAOR	UN General Assembly Official Records
UNIDROIT	International Institute for the Unification of Private Law
<i>Unif. L. Rev.</i>	<i>Uniform Law Review</i>
unrep.	unreported
<i>UNSW LJ</i>	<i>University of New South Wales Law Journal</i>
UNTS	UN Treaty Series
<i>U. Penn. J. Intl L.</i>	<i>University of Pennsylvania Journal of International Law</i>
US	US Supreme Court Reports
USC	United States Code

Ivi

LIST OF ABBREVIATIONS

USSR	Union of Soviet Socialist Republics
<i>Va L. Rev.</i>	<i>Virginia Law Review</i>
VCLT	Vienna Convention on the Law of Treaties
VIAC	Vienna International Arbitration Centre
<i>Vindobona J. Intl Com. L. & Arb.</i>	<i>Vindobona Journal of International Commercial Law and Arbitration</i>
VR	<i>Victorian Reports (Australia)</i>
VSC	<i>Victoria Supreme Court (Reports, Australia)</i>
VSCA	Victoria Supreme Court of Appeal
WASC	Western Australia Supreme Court
WD La	Western District of Louisiana
WIPO	World Intellectual Property Organization
WL	Westlaw
WLR	Weekly Law Reports
<i>World Arb. & Med. Rev.</i>	<i>World Arbitration and Mediation Review</i>
YB	Yearbook
YB Com. Arb.	Yearbook of Commercial Arbitration
YB Intl Arb.	Yearbook of International Arbitration
ZACC	Constitutional Court of South Africa (Reports)
ZAKZZDHC	Kwazulu-Natal High Court, Durban, South Africa
ZASCA	Supreme Court of Appeal, South Africa
ZIP	Zeitschrift für Wirtschaftsrecht
ZPO	Zivilprozessordnung (German Code of Civil Procedure)
ZR	Case numbers of the BGH, indicating the deciding senate

TABLE OF TREATIES AND OTHER INTERNATIONAL INSTRUMENTS

Treaties (in chronological order)

1923	Geneva Protocol on Arbitration Clauses, 939
1927	Geneva Convention on the Execution of Foreign Arbitral Awards, 925, 939, 941, 948, 961
1945	International Court of Justice (ICJ) Statute Art. 38(1)(c), 45
1945	United Nations Charter, 46
1948	Universal Declaration of Human Rights, 529
1950	European Convention on Human Rights (ECHR), 55, 523, 525, 528, 532, 538, 624, 667 Art. 1, 153 Art. 6, 55, 118, 326, 526, 622, 667 Art. 6(1), 525, 526, 529–530, 714 Art. 8, 527 Art. 10(1), 819
1958	New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards Art. I, 801 Art. I(1), 6, 571 Art. I(2), 808, 837 Art. I(3), 567, 581, 900, 911 Art. II, 113–114, 139, 547 Art. II(1), 802 Art. II(2), 39, 782 Art. II(3), 89, 139, 335 Art. III, 900 Art. IV, 899–900, 917 Art. IV(1), 616, 925 Art. IV(1)(a), 813, 827 Art. IV(1)(b), 115

(cont.)

	Art. IV(2), 616, 925
	Art. V, 474–475, 481, 797, 859–860, 864, 865, 875, 881, 889, 920, 928–929, 965
	Art. V(1), 75, 478
	Art. V(1)(a), 113, 139, 571, 748, 867, 868, 938–939, 943
	Art. V(1)(b), 589, 876, 947, 949, 951
	Art. V(1)(c), 881, 882, 953, 957
	Art. V(1)(d), 184, 291, 571, 889, 931, 959
	Art. V(1)(e), 571, 864, 889, 962
	Art. V(2), 794, 866
	Art. V(2)(a), 126, 891
	Art. V(2)(b), 291, 589, 668, 957
	Art. V(i)(b), 668
	Art. VI, 928–929, 933
	Art. VI(2), 626
	Art. VII, 114, 965
	Art. VII(1), 140, 901
	Art. XVI(1), 881
1961	European Convention on International Commercial Arbitration, 28, 89, 188, 302
	Art. II, 190
	Art. III, 190
	Art. IV(1), 89
	Art. IV(2), 161
	Art. V(1), 295
	Art. V(3), 298
	Art. VI(1), 141
	Art. VI(4), 161–162
	Art. IX, 962
1965	Convention on the Settlement of Investment Disputes between States and Nationals of Other States, 26
	Art. 41(1), 298
	Art. 56(3), 284, 289
1966	European Convention providing a Uniform Law on Arbitration, 188, 879
1966	International Covenant on Civil and Political Rights, 529
1968	Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters, 341, 383, 458

TABLE OF TREATIES

lix

(cont.)

1969	American Convention on Human Rights (ACHR), 529
1969	Vienna Convention on the Law of Treaties (VCLT), 40, 47, 77 Art. 19, 42 Art. 26, 47 Art. 31, 40 Art. 31(1), 47, 77, 756 Art. 31(3)(b), 47 Art. 31(3)(c), 47 Arts 31–33, 40 Art. 32, 40
1970	Convention on the Taking of Evidence Abroad in Civil or Commercial Matters, 721
1974	Convention on the Limitation Period in the International Sale of Goods Art. 14(2), 51
1975	Inter-American Convention on International Commercial Arbitration, 89 Art. 3, 89
1978	International Court of Justice (ICJ) Rules Art. 75(1), 411 Art. 75(2), 411 Art. 76(1), 405 Art. 76(2), 405
1980	Convention on Contracts for the International Sale of Goods (CISG), 19–20, 38, 42, 43, 45, 49, 63–64, 733, 743 Art. 1, 14 Art. 7, 38, 41 Art. 7(1), 42, 43 Art. 7(2), 42
1980	Rome Convention on the Law Applicable to Contractual Obligations 1980, 739, 746
1981	African Charter on Human and Peoples' Rights (ACHPR), 529
1982	United Nations Convention on the Law of the Sea, 46, 183, 752
1986	Hague Convention on the Law Applicable to International Sale of Goods, 742
1988	Lugano Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters, 458

(cont.)

1992	CIS Agreement on Settling Disputes Relating to Business Activities Art. 11(e), 750
1994	Energy Charter Treaty, 887
1994	WTO Understanding on Rules and Procedures Governing the Settlement of Disputes Arts 3(10) and 4(3), 46, 249, 250
1995	Agreement on Trade-Related Aspects of Intellectual Property Rights Arts 24(4) and (5), 46
2000	Charter of Fundamental Rights of the European Union Art. 47, 118
2005	Convention on the Use of Electronic Communications in International Contracts, 69, 130, 134, 813 Art. 10(4), 69
2006	United Nations Convention on the Rights of Persons with Disabilities (UNCRPD), 262, 941
2019	Singapore Convention on International Settlement Agreements Resulting from Mediation, 804

Arbitration Rules

American Arbitration Association (AAA), Commercial Arbitration Rules, 320, 560, 594, 641, 694, 767
British Columbia International Commercial Arbitration Centre Rules, 844
CIArb Arbitration Rules, 453
CIETAC Rules, 621, 960 Art. 30, 622
DIS Rules, 180, 210
HKIAC Arbitration Rules, 192, 204, 249, 453, 560, 772 Art. 4(2), 600 Art. 11(7), 245
IAMA Arbitration Rules, 548, 551
ICC (International Chamber of Commerce) Arbitration Rules, 83, 111, 193, 273, 554, 560, 694, 767, 780, 787, 789, 806 Art. 3(1), 58

TABLE OF TREATIES

lxi

- Art. 3(2), 57, 58, 61, 70
- Art. 3(3), 70
- Art. 4(1), 595
- Art. 4(3), 641
- Art. 4(3)(h), 573
- Art. 5(1)(f), 573
- Art. 6, 292, 694
- Art. 6(3)–(6), 111
- Art. 6(5), 297
- Art. 6(6), 111
- Art. 8(5), 409
- Art. 12, 34
- Art. 12(2), 193
- Art. 12(3), 182
- Art. 12(4), 196
- Art. 12(6)–(8), 184, 202
- Art. 13, 111, 193
- Art. 13(5), 192, 202, 204
- Art. 14, 111
- Art. 14(3), 249
- Art. 15, 111, 273
- Art. 15(5), 282, 290
- Art. 17E(2), 421
- Art. 18, 34, 954
- Art. 18(1), 574
- Art. 19, 886
- Art. 20, 622
- Art. 21(1), 748
- Art. 21(3), 752
- Art. 22(1), 528, 553
- Art. 22(4), 878
- Art. 23, 710
- Art. 23(1)(f), 579
- Art. 23(4), 654
- Art. 23(g), 710
- Art. 24, 666
- Art. 25(4), 703
- Art. 27, 290, 662
- Art. 28, 320, 580
- Art. 28(2), 325–326
- Art. 29, 453
- Art. 30, 661

- Art. 30(1), 824, 829
 Art. 30(2), 661
 Art. 32, 769, 774
 Art. 32(1), 767
 Art. 33, 908
 Art. 34(1), 829, 830
 Art. 34(2), 828
 Art. 34(3), 828
 Art. 34(6), 808
 Art. 35(2), 925
 Art. 40, 78
 ICC (International Chamber of Commerce) Emergency Arbitrator Rules, 331
 ICDR Rules, 178, 182, 245, 692, 694, 767, 768, 774, 845
 ICSID (International Centre for Settlement of Investment Disputes) Rules, 10, 45, 220–
 221, 374, 402, 594, 641, 694, 794
 Art. 9, 248
 Art. 23, 46
 Arts 23–25, 641
 Art. 39(3), 323
 Art. 39(4), 406
 Art. 43, 794
 LCIA (London Court of International Arbitration) Arbitration Rules, 33, 177, 182, 191,
 275, 336, 560, 595, 631, 648, 768
 Art. 1, 595
 Art. 4(1), 57, 61
 Art. 4(2), 64
 Art. 4(3), 57, 61
 Art. 4(6), 70
 Arts 5ff, 193
 Art. 5(8), 890
 Art. 5(9), 182
 Art. 6(1), 192
 Art. 6(1)(v), 204
 Art. 7(2), 196
 Art. 8, 184
 Art. 9(B), 453
 Art. 10, 111
 Art. 10(3), 245
 Art. 10(4), 249
 Art. 11, 111
 Art. 14, 886
 Art. 14(5), 78

TABLE OF TREATIES

lxiii

Art. 15,	648
Art. 16(1),	574
Art. 16(2),	579
Art. 17(1),	619
Art. 19,	660
Art. 22(3),	33
Art. 23(1),	298
Art. 25,	320
Art. 25(3),	176, 325–326
Art. 25(4),	176
Art. 26(1),	836
Art. 26(5),	769
Art. 26(7),	808, 828, 829, 830
Art. 26(9),	790
Art. 30(2),	709
Madrid Court of Arbitration Arbitration Rules,	554
PCA Conciliation Rules,	46
SCC Arbitration Rules,	111, 275, 887
Art. 5(2),	57
Art. 12(i),	111
Art. 13(4),	184
Art. 17,	111
Art. 19,	111
Art. 21,	111
Art. 37,	320
SIAC Rules,	275, 453, 560, 661
Swiss Rules of International Arbitration,	320, 382
UNCITRAL Arbitration Rules	
Art. 1(3),	554
Art. 1(4),	594, 641
Art. 2(1),	52, 58
Art. 2(5),	70
Art. 2(6),	70
Art. 3,	51, 595, 602, 689
Art. 3(1),	594
Art. 3(3),	641
Art. 6,	193
Art. 6(3),	234
Art. 6(4),	204–205
Arts 6–7,	193
Arts 6–8,	97
Art. 7,	178

Art. 7(2), 196
Art. 8, 198
Art. 8(2), 234
Art. 8(2)(b), 235
Art. 9, 206
Art. 9(2), 196
Art. 9(i), 193
Art. 10, 201, 206
Art. 10(2), 184
Art. 11, 206
Art. 12, 206
Art. 13, 260
Art. 13(2), 256, 258
Art. 13(3), 248
Art. 13(4), 245
Art. 14, 275, 279
Art. 14(2), 283
Art. 15, 655
Art. 15(1), 523, 541
Art. 15(2), 655, 659
Art. 16, 565
Art. 17, 612
Art. 17(1), 407, 617
Art. 17(3), 655
Art. 18, 632
Art. 18(1), 825
Arts 18–20, 630
Art. 19, 612, 619
Art. 19(1), 619
Art. 2(2), 58
Art. 20, 633, 690
Art. 21(1), 298
Art. 21(3), 71
Art. 22, 651–652
Art. 23, 632
Art. 23(1), 297, 298
Art. 25(6), 541
Art. 26, 319, 328, 333, 409
Art. 26(1), 315
Art. 26(2), 318, 333, 408, 412
Art. 26(3), 161
Art. 26(9), 161

TABLE OF TREATIES

lxv

- Art. 27, 698–699
 Art. 29, 703
 Art. 29(1), 710
 Art. 30, 72, 80
 Art. 30(1)(b), 691
 Art. 31, 221, 224
 Art. 32(1), 836
 Art. 32(6), 829
 Art. 33(3), 735
 Art. 34, 807, 832, 834
 Art. 34(1), 785, 794, 807, 808
 Art. 34(2), 810, 833
 Art. 34(3), 820
 Art. 34(4), 815
 Art. 34(6), 827, 829
 Art. 35, 733, 848
 Art. 35(1), 732, 745
 Art. 35(3), 755, 757
 Art. 36, 775, 848
 Art. 36(1), 790
 Arts 37–39, 827
 Art. 40(3), 844
 Art. 41(4), 689
 Vietnam International Arbitration Centre Rules, 180
 Vienna International Arbitration Centre Rules, 245, 842
 WIPO Arbitration Rules, 769
 Zagreb Rules (Rules of Arbitration of the Permanent Arbitration Court of the Croatian Chamber of Commerce), 249, 250

Other International and Transnational Law Instruments

- ALI/UNIDROIT Principles of Transnational Civil Procedure Art. 11.1, 77
 Eritrea-Ethiopia Boundary Commission, Rules of Procedure, 410, 411
 Hamburg Rules, 576–577
 Hague-Visby Rules, 137
 IBA Rules on the Taking of Evidence in International Arbitration, 77, 339, 626, 695,
 696, 704, 713, 715, 730
 Art. 3(12)(d), 626
 Art. 3(8), 706
 Art. 4(9), 583
 Art. 6(5), 709
 Art. 8(2), 536

- Art. 8(3), 537
 Art. 8(4), 537
 Art. 8(5), 537
 Art. 9(5), 696
 Art. 9(7), 77
 ILA Principles on Provisional and Protective Measures in International Litigation, 422
 UNCITRAL Model Law on Cross-Border Insolvency, 64, 459
 Art. 18, 459
 Art. 22(3), 459
 UNCITRAL Model Law on Electronic Commerce, 69, 130, 134, 813
 UNCITRAL Model Law on International Commercial Arbitration, 343
 Art. 1, 1–24, 70
 Art. 1(1), 10, 577, 901
 Art. 1(2), 5, 10–13, 99, 173, 278, 513, 570, 727, 730, 859
 Art. 1(3), 7, 13–19
 Art. 1(3)(a), 14–15, 19
 Art. 1(3)(b), 4, 15–17
 Art. 1(3)(b)(i), 15, 18, 570
 Art. 1(3)(b)(ii), 16–17
 Art. 1(3)(c), 4, 15, 18–19
 Art. 1(4), 19–21
 Art. 1(4)(a), 19
 Art. 1(4)(b), 21
 Art. 1(5), 8, 22–24
 Art. 2, 25–37, 937
 Art. 2(a), 28–30
 Art. 2(b), 30, 192, 260
 Art. 2(c), 31, 99, 110, 736
 Art. 2(d), 31, 33, 34, 241, 575
 Art. 2(e), 18, 33–34, 594, 660
 Art. 2(f), 35–37, 629–630
 Art. 2A, 38–49, 809
 Art. 2A(1), 39–47, 743
 Art. 2A(2), 47–49
 Art. 3, 50–70, 103, 604–605, 876, 948
 Art. 3(1), 54–70
 Art. 3(1)(a), 54–69, 594, 605, 828
 Art. 3(1)(b), 70
 Art. 3(2), 70
 Art. 3(4), 134
 Art. 4, 71–83, 272–273, 527
 Art. 5, 84–95, 100, 147, 486, 951

TABLE OF TREATIES

lxvii

- Art. 6, 27, 96–111, 147, 187, 204, 240, 250, 259–260, 300, 305, 858
 Art. 7, 39, 112–140, 148, 303, 604, 858, 923–924, 943
 Art. 7(1), 116–129
 Art. 7(2), 18, 129–131, 149, 924
 Art. 7(3), 131–134
 Art. 7(4), 134
 Art. 7(5), 135, 882
 Art. 7(6), 135–138
 Art. 8, 1, 12, 71, 73, 82–83, 94, 100, 109, 141–159, 300, 570
 Art. 8(1), 142, 143–158, 300
 Art. 8(2), 143, 158–159, 598
 Art. 9, 1, 12, 94, 100, 160–177, 316, 324, 367–370, 500, 509, 516, 520, 727–728
 Art. 10, 178–186, 768
 Art. 10(1), 180–181, 241
 Art. 10(2), 108, 181–185, 193
 Art. 11, 27, 85, 99–102, 105, 109, 110–111, 187–205, 260, 274, 288
 Art. 11(1), 103, 189–192, 204
 Art. 11(2), 103, 184, 192–195, 241
 Art. 11(3), 94–96, 102–105, 107, 110, 195–198
 Art. 11(3)(a), 196–198, 603
 Art. 11(3)(b), 195, 198
 Art. 11(4), 94–96, 103–105, 107, 198–202
 Art. 11(4)(a), 199
 Art. 11(4)(b), 199
 Art. 11(4)(c), 200–201
 Art. 11(5), 202–205
 Art. 12, 189, 194, 204, 206–235, 272, 273
 Art. 12(1), 194, 208–223, 232
 Art. 12(2), 194, 223–235, 256
 Art. 13, 85, 99–102, 105, 109, 110–111, 236–254, 260, 272, 273, 281
 Art. 13(1), 103, 212, 241–244
 Art. 13(2), 73, 103, 212, 240, 244–250, 251, 256, 275
 Art. 13(3), 94–96, 104–105, 107, 238, 243, 250–254
 Art. 14, 85, 94–96, 99–102, 104, 106–107, 109, 110–111, 255–276, 281
 Art. 14(1), 104–105, 107, 260–275, 635
 Art. 14(2), 271, 275–276
 Art. 15, 185, 273–274, 277–291
 Art. 16, 85, 99–102, 109, 110–111, 292–313, 867
 Art. 16(1), 154, 200, 293, 297–302, 649
 Art. 16(2), 300, 302–305, 648–649
 Art. 16(3), 94–96, 106–107, 143, 300, 306–313, 649–650, 906
 Art. 17, 13, 94, 162, 168, 169, 170–173, 314–342, 367, 486, 727

- Art. 17(1), 103, 320–326
 Art. 17(1)(a)(i), 480
 Art. 17(1)(b)(i), 487
 Art. 17(1)(b)(ii), 490–496, 498
 Art. 17(2), 168–169, 171, 326–342, 407
 Art. 17(2)(b), 323
 Art. 17(2)(a), 334, 361
 Art. 17(2)(a), (b) and (c), 343
 Art. 17(2)(b), 335–337
 Art. 17(2)(c), 337–338
 Art. 17(2)(d), 339, 365
 Art. 17A, 343–372, 373, 509
 Art. 17A(1), 346–364, 366
 Art. 17A(1)(a), 355–361, 366, 373
 Art. 17A(1)(a) and (b), 355
 Art. 17A(1)(b), 361–364, 366
 Art. 17A(2), 355, 364–365
 Art. 17B, 373–380, 398, 419, 448, 509
 Art. 17B(1), 103, 346, 348, 375–377, 510
 Art. 17B(2), 377–378
 Art. 17B(3), 378–380
 Art. 17C, 381–398, 448
 Art. 17C(1), 389, 390, 394, 395
 Art. 17C(2), 392–393, 395
 Art. 17C(3), 394
 Art. 17C(4), 380, 387, 394–396, 419
 Art. 17C(5), 374, 396–398, 408
 Art. 17D, 399–411, 467, 484, 485
 Art. 17E, 319, 412–421, 471, 483
 Art. 17E(1), 415–418, 419
 Art. 17E(2), 415, 419–421
 Art. 17F, 404, 422–434, 467
 Art. 17F(1), 428–432
 Art. 17F(2), 432–434
 Art. 17G, 427, 435–452, 468
 Art. 17H, 1, 5, 12, 85, 100, 345, 453–472, 483, 570, 727
 Art. 17H(1), 461–466
 Art. 17H(2), 466–468
 Art. 17H(3), 468–472
 Art. 17I, 1, 5, 12, 100, 345, 453, 461, 466, 468, 473–499, 570
 Art. 17I(1), 479–498
 Art. 17I(1)(a)(i), 479–483, 484

TABLE OF TREATIES

lxix

- Art. 17I(1)(a)(ii), 483–484
 Art. 17I(1)(a)(iii), 483, 484–487
 Art. 17I(1)(b), 487–498
 Art. 17I(1)(b)(i), 487–490
 Art. 17I(2), 498–499
 Art. 17J, 1, 5, 12, 169, 170, 173, 324, 367, 500–521, 570
 Art. 18, 55, 81, 290, 522–538, 546, 552–554, 589, 623, 624, 667, 672
 Art. 19, 524, 539–564, 567, 665, 723
 Art. 19(1), 103, 547–556
 Art. 19(1) and (2), 818
 Art. 19(2), 103, 323–324, 551, 556–561, 633, 665
 Art. 19(3), 546, 684
 Art. 20, 565–590
 Art. 20(1), 103, 569–587, 805, 825
 Art. 20(2), 103, 587–590
 Art. 21, 103, 591–610, 780
 Art. 22, 103, 611–627
 Art. 22(1), 613–625
 Art. 22(2), 616, 625–627
 Art. 23, 628–654
 Art. 23(1), 630–633, 634–650, 675, 688–691, 948
 Art. 23(2), 37, 103, 546, 633–634, 651–654
 Art. 24, 553, 655–674
 Art. 24(1), 103, 535, 546, 659–667
 Art. 24(2), 546, 552, 667–671, 673
 Art. 24(3), 389, 530, 546, 552, 671–674, 684
 Art. 24(4), 546
 Art. 25, 103, 546, 630, 637–638, 675–696
 Art. 25(a), 25, 35–36, 689–691, 832, 838, 840, 948
 Art. 25(b), 650, 683, 691–693, 877
 Art. 25(c), 633, 669, 683–685, 693–696, 722, 877, 953
 Art. 26, 103, 697–717
 Art. 26(1), 710
 Art. 26(1)(a), 701–713
 Art. 26(1)(b), 713–715
 Art. 26(2), 546, 701, 715–717
 Art. 27, 85, 100, 108, 110, 165, 437, 718–731
 Art. 28, 732–757
 Art. 28(1), 736–744, 745, 757
 Art. 28(2), 33, 745–750
 Art. 28(3), 750–755
 Art. 28(4), 736, 738, 740–741, 751, 753, 755–757

- Art. 29, 103, 578–579, 758–771
 Art. 30, 772–804, 805, 820, 822
 Art. 30(1), 780–791, 822
 Art. 30(2), 776, 791–804, 822, 908
 Art. 31, 805–830, 856, 904–905, 961
 Art. 31(1), 807–819, 826, 829
 Art. 31(2), 103, 819–822
 Art. 31(3), 571, 806, 822–826
 Art. 31(4), 56, 814, 827–830
 Art. 32, 403, 637, 831–845
 Art. 32(1), 834–840, 845
 Art. 32(2), 831, 834, 840–845
 Art. 32(2)(a), 25, 35–37, 839, 841–842
 Art. 32(2)(b), 843–844
 Art. 32(2)(c), 840, 844–845
 Art. 32(3), 832, 845
 Art. 33, 827, 831, 834, 840–841, 845, 846–857, 897
 Art. 33(1), 850–852, 855
 Art. 33(1)(a), 850, 963
 Art. 33(1)(b), 851
 Art. 33(2), 404, 852, 855
 Art. 33(3), 103, 853–855, 963
 Art. 33(4), 855
 Art. 33(5), 856–857
 Art. 34, 85, 88, 98–102, 109, 110, 635, 637–638, 797, 799, 858–898, 929, 930–932, 958–959, 965
 Art. 34(1), 862–866
 Art. 34(2), 94–96, 101, 106–107, 312, 637
 Art. 34(2)(a)(i), 113, 159, 866–872, 877
 Art. 34(2)(a)(ii), 59, 533, 872–879, 888, 893, 896
 Art. 34(2)(a)(iii), 127, 879–883
 Art. 34(2)(a)(iv), 291, 544, 663, 883–891, 958–959
 Art. 34(2)(b), 305
 Art. 34(2)(b)(i), 891–892
 Art. 34(2)(b)(ii), 291, 498, 703, 861, 865, 891, 892–895
 Art. 34(2)(ii), 623
 Art. 34(2)(iii), 820
 Art. 34(3), 895–897
 Art. 34(4), 831, 897–898
 Art. 35, 1, 12, 74, 85, 100, 110, 461, 570, 727, 899–926, 961
 Art. 35(1), 903–923, 963
 Art. 35(2), 39, 917, 923–926

TABLE OF TREATIES

lxxi

- Art. 36, 73–74, 473, 475, 477, 481, 862–863, 893, 895, 899, 911–914, 920–922, 927–976
- Art. 36(1), 477, 864, 908, 912, 933–975
- Art. 36(1)(a), 478, 483, 491, 933, 936, 937–966
- Art. 36(1)(a)(i), 113, 930, 938–946
- Art. 36(1)(a)(i), (ii), (iii) and (iv), 479–480
- Art. 36(1)(a)(ii), 58, 931, 947–953
- Art. 36(1)(a)(iii), 931, 953–957
- Art. 36(1)(a)(iv), 544, 798, 889, 931, 957–960
- Art. 36(1)(a)(v), 483, 484–485, 916, 928, 932, 961–966
- Art. 36(1)(b), 305, 933, 936, 966–975
- Art. 36(1)(b)(i), 932, 966–967
- Art. 36(1)(b)(i)–(ii), 490–491
- Art. 36(1)(b)(ii), 491–493, 498, 931, 932, 947, 967–975
- Art. 36(2), 933, 975
- UNIDROIT Principles of International Commercial Contracts, 42, 739, 743
- Art. 1.9, 756
- Art. 7.4.3, 753

European Union Instruments

- Brussels I bis Regulation, 340, 383, 455, 871
 - Art. 35, 341, 377
- Brussels II bis Regulation, 21
- Brussels II Regulation, 746
- European Account Preservation Order Regulation, 340, 342
- Rome I Regulation, 16, 21, 280, 739, 746
 - Art. 1(1), 739
 - Art. 1(2)(e), 280, 746, 748
 - Art. 4, 280
 - Art. 4(1), 16
 - Art. 4(2)–(4), 747
 - Art. 4(4), 749
 - Art. 19(1), 21
- Rome II Regulation, 21

TABLE OF CASES

National Cases

Abu Dhabi

Federal Supreme Court of Abu Dhabi, Case No. 245/2000, judgment (7 May 2000), 122

Argentina

Enrique C Wellbers SAIC AG v. Extraktionstechnik Geseelschaft fur Anlagenbau MBM, CLOUT Case 27, 301

Australia

AED Oil Ltd and AED Services Pte Ltd v. Puffin FPSO Ltd [2010] VSCA 37, 325, 367

Aerospaciale Holdings Australia Pty v. Elspan Intl Ltd (1992) 28 NSWLR 321, 555

Amalgamated Pest Control Pty Ltd v. SM & SE Gillice Pty Ltd, Trustee of the Gillice Family Trust [2016] QDC 134, 510

American Diagnostica Inc. v. Gradipore Ltd (1988) 44 NSWLR 312, 555

Angela Raguz v. Rebecca Sullivan (2000) NSWCA 240, 577

APC Logistics Pty Ltd v. C. J. Nutracon Pty Ltd [2007] FCA 136, 148

Austra Tanks Pty Ltd v. Running [1982] 2 NSWLR 840, 551

Australian Broadcasting Co. v. O'Neill (2006) 227 CLR 55, 505, 508

Australian Competition and Consumer Commission v. Valve Corp. (No. 3) (2016), 697

Bauen Constructions Pty Ltd v. Bauen Constructions Pty Ltd v. Sky General Services Pty Ltd and Another (NSW), 69

Beecham Group Ltd v. Bristol Laboratories Pty Ltd (1968) 118 CLR 618, 505

Brali v. Hyundai Corp. (Rep. of Korea), Supreme Court of New South Wales, Commercial Division, (1990) XV YB Com. Arb. 360, 910

Buller v. Murray Grey Beef Cattle Society Ltd, [2014] FCA 1127, 505, 508

Cameron Australasia Pty Ltd v. AED Oil Ltd [2015] VSC 163, 557

Cargill Intl SA v. Peabody Australia Mining Ltd [2010] NSWSC 887, 555, 878

TABLE OF CASES

lxxiii

- Castel Electronics Pty Ltd v. TCL Air Conditioner (Zhongshan) Co. Ltd [2012] FCA 21, 370
- Castlemaine Tooheys Ltd v. State of South Australia (1986) 161 CLR 148, 508, 509, 510
- Commandate Marin Corp. v. Pan Australia Shipping Pty Ltd (2006) 157 FCR 45, 129
- Eisenwerk Hensel Bayreuth Dipl-Ing Burkhardt GmbH v. Australian Granites Ltd [2001] 1 Qd R 461, 554–555
- Electra Air Conditioning BV v. Seeley Intl Pty Ltd [2008] FCAFC 169, 180
- Evans Marshall & Co. Ltd v. Bertola SA [1973] 1 WLR 349, 507
- Gordian Runoff Ltd (formerly Gio Insurance Ltd) v. The Underwriting Members of Lloyd's Syndicates [2002] NSWSC 1260, 265, 269, 285
- Hui v. Esposito Holdings Pty Ltd [2017] FCA 648, 217
- InfraShore Pty Ltd v. Health Administration Corp., [2015] NSWSC 736, 152
- Hebei Jikai Industrial Group Co. Ltd v. Vincent Martin and others [2015] FCA 228, 548, 550, 551
- Johnson v. Cetin [2011] WASC 344, 507
- Kolback Securities Ltd v. Epoch Mining NL (1987) 8 NSWLR 533, 508
- Lief Investments Pty Ltd v. Conagra Intl Fertiliser Co., [1998] NSWSC 481, 137
- Lime Nominees Pty Ltd v. Adelaide Brighton Cement Ltd [2014] WASC 503, 508
- Madaffari v. Labenai Nominees Pty Ltd [2002] WASC 67, 509
- Marsh v. Baxter [2013] WASC 209, 509
- Oil Basins Ltd v. BHP Billiton Ltd [2007] 18 VR 346, 821
- Passlow v. Butmac Pty Ltd [2012] NSWSC 225, 551
- Patrick Stevedores Operations No. 2 Pty Ltd v. Maritime Union of Australia (1998) 195 CLR 1, 508
- Port Coodgee No. 790 Pty Ltd v. Coastal Development Management Pty Ltd [2014] WASC 400, 505
- Public Service Association & Professional Officers' Association Amalgamated Union of New South Wales and State of New South Wales, Director General of the Department of Premier and Cabinet [2013] NSWIR Comm. 4, 505
- Resort Condominiums Intl Inc. v. Bolwell and Another (1993) 118 ALR 655, 462, 463, 809–10, 838, 935
- Resort Condominiums Intl Inc. v. Bolwell (1995) XX YB Com. Arb. 628, 330, 906
- Samsung Electronics Co. Ltd v. Apple Inc. (2011) 217 FCR 238, 505, 508, 510
- Sauber Motorsport AG v. Giedo van der Garde BV [2015] VSCA 37, 553
- Sino Dragon Trading Ltd v. Noble Resources Intl Pte Ltd, Federal Court of Australia, [2016] FCA 1131, 556
- Sports Data Pty Ltd v. Prozone Sports Australia Pty Ltd [2014] FCA 595, 508
- Subway Sys. Australia Pty Ltd v. Ireland (2013) VSC 550, 870
- SZTYO v. Minister for Immigration and Border Protection [2015] FCA 30, 505

- TCL Air Conditioner (Zhongshan) Co. Ltd v. Castel Electronics Pty Ltd (2014) 311 ALR 387; [2014] FCAFC 83, 553, 894
- teleMates Pty Ltd v. Standard Soft Tel Solutions Pty Ltd (2011) 257 FLR 75, 103
- Timoney Technology Ltd and Another v. ADI Ltd [2007] VSC 402, 144
- Traxys Europ SA v. Balaji Coke Industry Pvt Ltd (No. 2) [2012] FCA 276, 968, 969
- Uganda Telecom Ltd v. Hi-Tech Telecom Pty Ltd [2011] FCA 13, 62
- Underwriting Members of Lloyd's Syndicates (revised 5 February 2003) [2002] NSWSC 1260, 180
- Wagners Nouvelle Caledonie Sarl v. Vale Inco Nouvelle Caledonie SAS [2010] QCA 219, 555
- Westport Insurance Corp. v. Gordian Runoff Ltd [2011] HCA 37, 821
- WesTrac Pty Ltd v. Eastcoast OTR Tyres Pty Ltd [2008] NSWSC 894, 146
- Austria**
- Handelsgericht Vienna, 16 Nc 2/07, 231
- Oberlandesgericht Graz, 29 July 2004, CLOUT Case 746, 19
- Supreme Court, (2008) XXXIII YB Com. Arb. 354, 616
- Supreme Court, 11 May 1983, 970
- Supreme Court, 25 June 1992, (1997) XXII YB Com. Arb. 619, 878
- Supreme Court, 30 June 2010, CLOUT Case 1442, 663
- Supreme Court, 3 Ob. 208/15g, 17 February 2016, 875
- Supreme Court, 3 Ob. 221/04b, (2005) XXX YB Com. Arb. 421, 957
- Supreme Court, 3 Ob. 65/11x, 925
- Supreme Court, 7 June 2017, 882
- Supreme Court, CLOUT Case 106, 2 Ob. 547/93 (1994), 14, 19
- Supreme Court, K v. F AG (23 October 2007), XXXIII YB Com. Arb. 354 (2008), 943
- Belgium**
- Brussels Court of Appeal, 14 January 2003, 230
- Brussels Court of Appeal, 29 October 2007 (Poland v. Eureko & Stephen M. Schwebel), 230
- Brussels Court of First Instance, 14 December 2006, 230
- Bermuda**
- Montpelier Reinsurance Ltd v. Manufacturers Property & Casualty Ltd, [2008] Bda LR 24, 199, 200, 201, 204
- Skandia Intl Insurance Co. and Mercantile & General Reinsurance Co. and Others, Bermuda Supreme Court judgment (21 January 1994), [1994] Bda LR 30, 137
- Brazil**
- Companhia do Metropolitano de São Paulo-Metro Tribunal Arbitral do Proc. 15.283/JRF da Corte Internacional de Arbitragem da Câmara Internacional de Comércio-ICC, Processo No. 053.10.017261-2, 13a. vara da Fazenda Pública de São Paulo, 93

Bulgaria

Case (commercial) 193/2010, Bulgarian Supreme Court of Cassation Judgment No. 71
 (2 September 2011), 56

Canada

0927613 BC Ltd v. 0941187 BC Ltd (2015) BCCA 457, 562
 Aamco Transmissions Inc. v. Kunz (1991) 97 Sask. R. 5, 942, 955, 956
 Ace Bermuda Insurance Ltd v. Allianz Insurance Co. of Canada [2005] ABQB 975,
 298, 312
 Achilles (USA) v. Plastics Dura Plastics (1977) ltée/Ltd [2006] QCCA 1523, 133, 149
 ACTIV Financial Systems, Inc. v. Orbixa Management Services, Inc. [2011] OJ 5988
 (8 December 2011), 971
 African Mixing Technologies Ltd v. Canamix Processing Systems Ltd (2014) BCSC
 2130, 168, 325
 Alberta (Office of the Information & Privacy Commissioner) v. Alberta
 (Adjudicator, Information & Privacy Commissioner) (2011) ABCA 36, 563
 Alberta (Securities Commission) v. Workum (2010) ABCA 405, 563
 Alenco Inc. v. Niska Gas Storage US, Alberta, LLC [2009] AWLD 2128, 644, 646
 Amican Navigation Inc. v. Densan Shipping Co. [1997] CanLII 6263 (CF), 174
 Amos investment Ltd v. Minou Enterprises Ltd (2008) BCSC 332, 563
 Anadarko Canada Corp. v. Gibson Petroleum Co. (2004) ABCA 154, 560
 Arbutus Software Inc. v. ACL Services Ltd, 2012 BCSC 1834, 562, 563
 Atlantic Industries Ltd v. SNC-Lavalin Constructors (Pacific) Ltd (2017) BCSC
 1263, 81
 Bab Systems Inc. v. McLurg, Ontario Court of Justice, General Division, Canada, 21
 December 1994, 640
 Banque Nationale du Canada v. Premdev. Inc. [1997] CanLII 10830 (QCCA), 200
 Bayview Irrigation District #11 v. United Mexican States [2008] OJ 1858, CLOUT
 Case 1014, 879
 Bell Canada v. The Plan Group [2009] ONCA 548, 57, 600
 Bhasin v. Hrynew, 2014 SCC 71, 77
 Bombardier Transportation v. SMC Pneumatics (UK) Ltd [2009] QCCA 861, 148
 British Columbia (AG) v. Wale (1986), 9 BCLR (2d) 333, 503
 BWV Investments Ltd v. Saskferco Products Inc. and Others and UHDE GmbH
 [1994] CanLII 4557 (SKCA), CLOUT Case 116, 92
 Calgary (City) v. Nortel Networks Corp. (2008) ABCA 370, 563
 Canadian Reinsurance Co. v. Lloyd's Syndicate, 1995 CarswellOnt 2356, 200, 204
 Carter and Others and McLaughlin and Others, Re. [1996] 27 OR (3d) 792, 9
 CE Intl Resources LLC v. Yeap Soon Sit, 2013 BCSC 1804, 945, 974
 Cecrop Co. v. Kinetic Sciences Inc. [2001] BCSC 532 (CanLII), 148
 China Citic Bank Corp. Ltd v. Shibiao Yan, Supreme Court of British Columbia, 875
 Chitel and Others v. Rothbart and Others (1982) CanLII 1956 (ONCA), 504
 Club Rosters Ltd v. Van Breda (2012) SCC 17, 512

- Coderre v. Coderre [2008] QCCA 888, 756
- Consolidated Contractors Group SAL v. Ambatovy Minerals SA (2016) ONSC 7171, 312, 645, 877
- Corporación Transnacional de Inversiones SA de CV and Others v. STET Intl SpA and Others, 136 OAC 113 (15 September 2000) (Canada), CLOUT Case 1248, 694, 877
- Corporación Transnacional de Inversiones, SA de CV and Others v. STET Intl, SpA and Others, Re. [1999] CanLII 14819 (ONSC), 527, 553, 728, 897, 929, 951
- D. Frampton & Co. Ltd v. Sylvio Thibeault and Navigation Harvey & Frères Inc., Federal Court of Canada, CLOUT Case 12, 898
- DG Jewelry Inc. and Others v. Cyberdium Canada Ltd and others [2002] OJ 1465, CLOUT Case 504, 148, 870
- DLT Holdings Inc. v. Grow Biz Intl, [2001] 199 Nfld & Prince Edward Island Reports 135, CLOUT Case 501, 525, 942, 953
- Dalimpex Ltd v. Janicki [2003] CanLII 34234 (ONCA), 151
- Dancap Productions Inc. v. Key Brand Entertainment Inc. [2009] ONCA 135, 156
- Dell Computer Corp. v. Union des Consommateurs, Supreme Court, [2007] SCC 34, 149, 156
- Delphi Petroleum Inc. v. Derin Shipping and Training Ltd, Federal Court – Trial Division, Canada, 3 December 1993, 165, 174, 718, 724, 726
- Dens Tech-Dens, KG v. Netdent-Technologies Inc. [2008] QCCA 1245, 144
- Depo Traffic v. Vikeda Intl, 2015 ONSC 999, 936, 951, 974
- Desbois v. Industries AC Davie Inc. [1990] CanLII 3619 (QCCA), 149, 211
- Douglas Aircraft Co. of Canada v. McConnell (1979) [1980] 1 SCR 245, 556
- Dunhill Personnel System Inc. v. Dunhill Temps Edmonton Ltd [1993] 13 Alta LR (2d) 240, 882, 922, 955
- El Nino Ventures Inc. v. GCP Group Ltd [2010] BCSC 1859, 144
- Endoceutics Inc. v. Philippon [2013] QCCS 1742, CLOUT Case 1262, 880
- Enmax Energy Corp. v. TransAlta Generation Partnership (2015) ABQB 185, 556, 560, 561
- Environmental Export Intl of Canada v. Success Intl Inc. (1995) 19 BLR (2nd), 810
- Europcar Italia SpA v. Alba Tours Intl Inc., Ontario Court of Justice, General Division, 21 January 1997, CLOUT Case 366, 912, 913, 935, 963, 976
- Farah v. Sauvageau Holdings Inc., 2011 ONSC 1819 (CanLII), 455
- Farrar v. Bojan High End Kitchens Inc., 2013 BCSC 1881, 562
- Fast Car Co. Inc. and Others v. IATSE Locals 669 & 891, 23 July 1991, CLOUT Case 588, 333
- Ferguson Bros of St Thomas v. Manyan Inc., Ontario Superior Court of Justice judgment (27 May 1999), [1999] OJ 1887, 133, 151

TABLE OF CASES

lxxvii

- Food Services of America Inc. (Amerifresh) v. Pan Pacific Specialties Ltd [1997] 32 BCLR (3d) 225, 751, 753, 918
- Fuller Austin Insulation Inc. v. Wellington Insurance Co. [1995] CanLII 5752, 598, 599
- Gea Group AF v. Ventra Group Co. & Timothy Graham, Ontario Superior Court of Justice, 9 January 2009, CV-08-7635-00CL, 923
- GreCon Dimter Inc. v. J. R. Normand Inc. [2005] SCC 46 (CanLII), 146
- Groupe de Charles Lacroix v. Syndicat des Travailleurs Horaires de l'Amiante CSN Inc. (2003) CanLII 35698 (QCCS), 252, 253
- Grow Biz Intl Inc. (US) v. DLT Holdings Inc. (Canada), Debbie Tanton (Canada), Supreme Court, Province of Prince Edward Island, (2005) XXX YB Com. Arb. 450, 670
- H & H Marine Engine Service Ltd v. Volvo Penta of the Americas Inc. [2009] BCSC 1389, 148
- Habitations d'Angoulême Inc. v. Létourneau (2005) CanLII 12888 (QCCQ), 251
- Harrison v. UBS Holding Canada Ltd [2013] NBQB 125, 300
- Hubbard v. Pitt [1976] QB 142 (CA), 506
- I-D Foods Corp. v. Hain-Celestial Group Inc. [2006] QCCS 3889, 205
- Inforica Inc. v. CGI Information Systems and Management Consultants Inc. [2009] ONCA 642, 465, 809, 810
- Innovative Marketing Inc. v. D'Souza (2007) CanLII 5529 (ONSC), 504
- Jacob Securities Inc. v. Typhoon Capital BV [2016] ONSC 604, 878
- Jardine Lloyd Thompson Canada Inc. v. SJO Catlin [2006] ABCA 18 (CanLII), 723, 725, 727
- Jardine Lloyd Thompson Canada Inc. v. Western Oil Sands Inc. (2006) ABCA 18, 547, 548, 550, 556, 558, 559, 560
- Kane v. Board of Governors of the University of Columbia [1980] 1. SCR 1105, 562
- Krutov. v. Vancouver Hockey Club Ltd, CLOUT Case 19, 301
- Lakeside Colony of Hutterian Brethren v. Hofer [1992] 3 SCR 165, 562
- Lamothe v. Lamothe, Superior Court of Quebec, Canada, 2 April 2001, 200
- Lavergne v. Pure Tech Intl Inc. [1998] QJ No. 2308 (SC), 204
- Liberty Reinsurance Canada v. QBE Insurance and Reinsurance (Europe) Ltd [2002] CanLII 6636 (ONSC), 751, 755
- Librati v. Barka Co. Ltd, Superior Court of Quebec judgment (5 December 2007), [2007] QCCS 5724, 119
- Louis Dreyfus SAS v. Holding Tusculum BV [2008] QJ No. 12906, CLOUT Case 1049, 879
- MacDonald C.J.T.D.), DLT Holdings Inc. v. Grow Biz Intl, Inc., March 23, 2001, [2001] 199 Nfld & Prince Edward Island Reports 135, 942
- MacMillan Bloedel Ltd v. Mullin, 1985 CanLII 154 (BCCA), 506
- Manitoba (Attorney General) v. Metropolitan Stores (MTS) Ltd [1987] 1 SCR 110, 503, 506

- Mariana Maritime SA v. Stella Jones Inc. [2002] FCA 215 (CanLII), 148
 Maruna v. Lopatka [2002] BCSC 1084, 845
 Masterfile Corp. v. Graphic Images Ltd, Ontario Superior Court of Justice, Ontario, Canada, 26 June 2002, 200
 Max Platine Inc. v. Groupe Sutton-Actuel Inc., Re. [2008] QCCA 1405, 309
 Mercer Gold Corp. (Nevada) v. Mercer Gold Corp. (BC), 2011 BCSC 1664 (CanLII), 503, 510
 Micheline Lefebvre and Others v. Les Habitations d'Angoulême [2000] JQ No. 2733, 309
 Monkland 5765 Plus v. 9101-8309 Québec Inc. (2008) QCCS 253, 253
 Nearctic Nickel Mines Inc. v. Canadian Royalties Inc. [2010] QCCS 4600; 29 February 2012, CLOUT Case 1268, 332, 880
 NetSys Tech. Group AB v. Open Text Corp., (1999) 1 BLR 3d 307, CLOUT Case No. 367, 870
 Nikiforos v. Petropoulos (2007) QCCS 3144, 253
 Noble China Inc. v. Lei Kat Cheong [1998] CanLII 14708, 527
 Oiknine v. Rosenberg-Solny (2009) QCCS 5106, 246
 Patel v. Kanbay Intl Inc., 2008 ONCA 867, 9
 Petro-Canada v. Alberta Gas Ethylene [1992] ABCA 9 (CanLII), 266
 Piché v. Guilde des Musiciens du Québec [1998] JQ No. 4896, 309
 Popack v. Lipszyc [2016] ONCA 135, 878
 Powerex Corp. v. Alcan Inc., British Columbia Supreme Court, Canada, 10 July 2003, [2003] British Columbia Judgments No. 1674, 976
 PS Here, LLC v. Fortalis Anstalt [2009] QCCA 538, 148
 Quaidoo v. Edmonton Police Service (2015) ABCA 381, 562
 Québec Inc. v. Bergeron [2007] QCCA 1393, 149
 Quintette Coal Ltd v. Nippon Steel Corp. [1988] BCJ No. 492; British Columbia Supreme Court, 6 July 1988, unrep.; [1990] BCJ No. 2241, 205, 322, 641, 645
 R. v. Seaboyer [1991] 2 SCR 577, 557
 R. v. Zingre [1981] 2 SCR 392, 728
 RL Crain Inc. v. Hendry (1988), 1988 CanLII 5042 (SKQB), 506
 Rampton v. Eyre, Ontario Court of Appeal judgment (2 May 2007), [2007] ONCA 331, 118, 199
 Republic of France v. De Havilland Aircraft of Canada Ltd and Byron-Exarcos (1991) 3 OR (3d) 705, 547
 Restore Intl Corp. v. KIP Kuester Intl Products Corp. [1999] CanLII 6297 (BCSC), 157
 Canada (Attorney General) v. Mavi, 2011 SCC 30, 562
 Rio Algom Ltd v. Sammi Steel Co., Ontario Court of Justice, Canada, 1 March 1991, CLOUT Case 18, 92
 RJR – MacDonald Inc. v. Canada (Attorney General) [1994] 1 SCR 311, 503, 505, 506

TABLE OF CASES

lxxix

- Robert E. Schreter v. Gasmac Inc., CLOUT Case 30, 910, 935, 936, 947, 956, 965, 967, 972
- Robertson v. Edmonton (City) Police Service (2004) ABQB 243, 557
- Robitaille v. Centre Rail-Control Inc., Superior Court of Quebec, Canada, 17 May 2001, JE 2001-1153, 200
- Roxul (West) Inc. v. 445162 BC Ltd 2001 BCCA 362 (CanLII), 503
- Ruhrkohle Handel Inter GMBH and Natl Steel Corp. and Others v. Fednav. Ltd and Federal Pacific, CLOUT Case 33, 77
- Rusk Renovations Inc. v. Dunsworth [2013] NSJ No. 303; 2013 NSSC 179, 935, 948
- Sanshin Chemicals Industry v. Oriental Carbons and Chemicals Ltd (2001) 1 SCR 1101, 574
- Schiff Food Products Inc. v. Naber Seed & Grain Co. Ltd [1996] CanLII 7144 (SKQB), 130
- Seine River Resources Inc. v. Pensa Inc. [1999] CanLII 6579 (BCSC), 157
- Silver Standard Resources Inc. v. Joint Stock Co. Geolog, Cominco Ltd and Open Type StockCo. Dukat GOK [1998] CanLII 6468 (BCCA); [1998] BCJ No. 2887, 165, 174
- Slocan Forest Products Ltd v. Skeena Cellulose Inc. [2001] BCSC 1156, 809
- Smart Systems Technology Inc. v. Domotique Secant Inc., Quebec Court of Appeal, Canada (11 March 2008), [2008] QJ No. 1782, 937, 972
- St-Jean v. Poirier, Court [2010] QCCQ 7681 (CanLII), 199
- Synergy Group (2000) Inc. v. Alberta (Securities Commission) (2011) ABCA 194, 563
- Télébec Ltée v. Société Hydro-Québec [1997] JQ No. 1431, 309
- Thésaurus Inc. v. Xpub Média Inc. [2007] QCCQ 10436 (CanLII), 182
- Three Valleys Water Committee v. Binnie and Partners (1990) 52 BLR 42, 906
- Thyssen Canada Ltd v. Mariana (The) [2000] 3 FC 398, 136
- TLC Multimedia Inc. v. Core Curriculum Technologies Inc. [1998] CanLII 3901 (BCSC), 167, 170, 174
- Trade Fortune Inc. v. Amalgamated Mill Supplies Ltd [1994] CanLII 845 (BCSC), 171, 174, 520
- Tresoro Mining Corp. v. Mercer Gold Corp. (BC), (2018) BCCA 160 (CanLII), 838
- United Laboratories, Inc. v. Abraham [2002] CanLII 17847 (ONSC), 145
- United Mexican States v. Metalclad Corp., British Columbia Supreme Court, Canada (2 May 2001), 957
- United States District Court v. Royal American Shows [1982] 1 SCR 414, 728
- Villeneuve v. Pelletier [2010] QCCS 320 (CanLII), 199
- Voynaud v. Éditions La Pensée Inc., Superior Court of Quebec, Canada, 2 April 1998, 200
- Williston Navigation Inc. v. BCR (2007) 69 BCLR (4th) 187, 563

- Wright v. College and Assn of Registered Nurses of Alberta (2012)
 ABCA 267, 558
- Xerox Corp. Ltd v. MPI Techs. Inc. [2008] CanLII 41006, 878
- Yugraneft Corp. v. Rexx Management Corp. [2010] 1 SCR 649, CLOUT Case 1009, 92
- Zaleschuk Pubs Ltd v. Barop Construction Ltd (1992) 68 BCLR (2d) 340, 562
- Chile
- Converse Inc. v. American Telecommunication Inc. Chile SA (8 September 2009), 950
- GCZ Ingenieros SAC y Otra v. Latin America Power Perú SAC y Otras, 10 January
 2017, rol C-28.263-2016, 454
- Santiago Civil Court, Docket No. C-5243-2005, 26 May 2005, 518
- Western Technology Services Intl Inc. (Westech) v. Cauchos Industriales SA
 (Cainsa), No. 5468-2009, 11 May 2010, CLOUT Case 1090, 319, 490
- China
- Intl Maritime Dispute Between Fujian Province Capital Goods Co. and Jinge
 Shipping Ltd Co., Supreme People's Court, judgment (20 October 1995), FaHan
 [1995] No. 135, 151
- Jiang v. Nanyang Construction (2005), Supreme People's Court, 803
- South China Leasing v. Xieya Industrial and Others (2010), 803
- Züblin Intl GmbH and Wuxi Woco-Tongyong Rubber Engineering Co., Ltd [2003]
 MinSiTaZi No. 23, 149
- Colombia
- Decision T-288/13, Constitutional Court, 93
- Petrotesting Colombia SA and Southeast Investment Corp. v. Ross Energy SA,
 Colombian Supreme Court judgment (27 July 2011), 616
- Croatia
- Constitutional Court, 27 October 2004, U-III/669/2003, 310
- Hrvatsko Mirovinsko Osiguranje d.o.o. v. EDIS d.o.o., High Commercial Court of
 Croatia judgment (17 April 2007), CLOUT Case 1071, 145
- Supreme Court, 5 March 2008, Gž 6/08-2, CLOUT Case 1069, 621, 877
- Cyprus
- Bristol Business Corp. v. Besuno Ltd (2011) 1(B) AAD 934, 626
- Dansk Moller Industry AS v. Bentex Minerals Co. Ltd and Others (Cyprus, 2007),
 1 CLR 692, 842
- Ukrainian Vodka Co. Ltd v. Nemiroff Intl Ltd, judgment (December 2015), 626
- Czech Republic
- Supreme Court Judgments Nos 20 Cdo 1592/2006 (26 April 2007) and 20 Cdo 1528/
 2005 (26 April 2007), 829
- Denmark
- Dregg EHF v. Jensen Shipping A/S, Danish Supreme Court, judgment (12 June
 2012), 151
- H. J. Nielsen, Oscar Nordland and Henning Remmen v. Copenhagen Admiral Hotel
 I/S (17 March 1994), 755

TABLE OF CASES

lxxxi

- High Court, 21st Chamber Eastern Division, No. B-1752–08, 27 November 2008, CLOUT Case 1178, 231
- Vestas Wind Systems A/S v. ABB A/S, Danish Supreme Court judgment (13 January 2012), 145
- Dubai
- Cassation Court, Property Appeal Case No. 75 (2015), 152
- Injazat Capital Ltd and Injazat Technology Fund B.S.C. v. Denton Wilde Sapte & Co. (CFI 019/2010 Judgment of 6 March 2012) (Dubai International Centre Courts), 91
- International Electromechanical Services v. Al Fattan Engineering (CFI 004/2012) (Dubai International Centre Courts), 91
- Intl Bechtel Co. Ltd v. Department of Civil Aviation of the Government of Dubai, Dubai Court of Cassation, Case No. 503/2003, judgment (15 May 2004), 972
- Egypt
- Bros for Import, Export and Supply Co. v. Hano Acorporish, Cairo Court of Appeal, 2 July 2008, CLOUT Case 1377, 918
- England and Wales
- A v. B [2017] EWHC 596 (Comm.), 563
- American Cyanamid Co. v. Ethicom Ltd [1975] AC 396, 345, 354, 356, 359, 362, 364, 448, 504, 505, 506, 508
- Angelic Grace, The [1995] 1 Lloyd's Rep. 87, 147
- Anglian Water Services Ltd v. Laing O'Rourke Utilities Ltd [2010] EWHC 1529 (TCC), 608
- Anton Piller KG v. Manufacturing Processes Ltd & Prs [1976] 1 All ER 779, 455
- Arsanovia v. Cruz City (2012) EWHC 3702 (Comm.), 576
- Associated Electric and Gas Insurance Services Ltd v. European Reinsurance Co. of Zurich [2003] 1 WLR 1041, 812
- B v. A [2010] EWHC 1626, 818
- Beijing Jianlong Heavy Industry Group v. Golden Ocean Group Ltd and Others [2013] EWHC 1063 (Comm.), 301
- Beximco Pharmaceuticals v. Shamil Bank of Bahrain EC [2004] 1 WLR 1784, 739
- BNP Paribas and Others v. Deloitte & Touche LLP [2003] EWHC 2874, 724, 725
- Bowman v. Fels [2005] EWCA (Civ.) 226, 790
- Bulk & Metal Transport (UK) LLP v. Voc Bulk Ultra Handymax Pool LLC (The 'Voc Gallant') [2009] EWHC 288 (Comm.), 59
- Bulk Ship Union SA v. Clipper Bulk Shipping Ltd [2012] EWHC 2595 (Comm.), 852
- Buyuk Camlica Shipping Trading & Industry Co. Inc. v. Progress Bulk Carriers Ltd [2010] EWHC 422 (Comm.), 851
- C v. D (2007) 2 CLC 930, 586
- Cadogan Maritime Inc v. Turner Shipping Inc. [2013] EWHC 138 (Comm.), 853

- Carl-Zeiss Stiftung v. Rayner & Keeler Ltd (No. 2) [1966] 2 All ER 536, 811
 Channel Tunnel Group v. Balfour Beatty Ltd [1993] 1 All ER 664; [1993] AC 334,
 161, 354, 357, 368
 Chantiers de l'Atlantique SA v. Gaztransport & Technigaz SAS [2011] EWHC 3383
 (Comm.), 921
 Charlbury McCouat Intl Ltd v. PG Foils Ltd (2010) 2 CLC 181, 586
 Cherney v. Deripaska [2007] EWHC 965 (Comm.), 61
 CNH Global NV v. PGN Logistics Ltd and Others [2009] 1 CLC 807, 851
 Compagnie Européenne de Céréales SA v. Tradax Exp. SA (1986) 2 Lloyd's Rep.
 301, 839
 Credit Suisse Financial Products v. Société Général d'Enterprises, [1997] ILPT 165
 (CA), 136
 Crest Nicholson (Eastern) Ltd v. Mr and Mrs Western [2008] EWHC 1325
 (TCC), 93
 Dallal v. Bank Mellat [1986] QB 441, 914
 Deutsche Schachtbau – und Tiefbohrgesellschaft MbH (DST) v. Ras Al Khaimah
 Natl Oil Co. (Rakoil) (1987) 3 WLR 1023, 743
 Dubai Islamic Bank PJSC v. Paymentech Merchant Services Inc. (2001) 1 All ER
 (Comm.) 514, 577, 588
 DVA v. Voest [Jay Bola] [1997] 2 Lloyd's Rep. 279, 147
 Easybiz Investments v. Sinograin and Another (The 'Biz') [2010] EWHC 2565
 (Comm.), 59
 Egerton v. Brownlow (1853) 4 HLC 1, 496
 Egon Oldendorff v. Liberia Corp. [1995] 2 Lloyd's Rep. 64, 744
 Emirates Trading Agency LLC v. Prime Mineral Exports Pvt Ltd [2014] EWHC 2104
 (Comm.), 148
 Enercon GmbH v. Enercon (India) Ltd (2012) EWHC 689 (Comm.), 576,
 587
 Federal Bank of the Middle East v. Hadkinson and Others [2000] 2 All ER 395
 (UKCA), 504
 Fidelitas Shipping Co. Ltd v. V/O Exportchleb [1966] 1 QB 630, 853
 Films Rover Int Ltd v. Cannon Film Sales Ltd [1987] 1 WLR 670, 509
 Fiona Trust & Holding Corp. and Others v. Privalov and Others [2007] EWCA Civ.
 20, (English Court of Appeal), affirmed, [2007] UKHL 40 (House of Lords); [2007]
 1 All ER (Comm), 128, 129, 299, 648, 649
 Food Corp. of India v. Marastro Compania Naviera SA of Panama [1987] 1 WLR
 134, 851
 Fothergill v. Monarch Airlines [1981] AC 251, 45
 Fourie v. Le Roux and Others [2007] 1 All ER 1087, 368
 Fox and Others v. PG Wellfair Ltd [1981] 2 Lloyd's Rep. 514, 644
 Frota Oceanica Brasileira SA and Another v. Steamship Mutual Underwriting
 Association (Bermuda) Ltd [1995] 2 Lloyd's Rep. 254, 603

TABLE OF CASES

lxxxiii

- Fuga AG v. Bunge AG [1975] 2 Lloyd's Rep. 192, 851
 Gannet Shipping Ltd v. Eastrade Commodities Inc., [2002] CLC 365, 851
 Gerald Metals v. Timis [2016] EWHC 2327 (Ch), 177
 Gold Coast Ltd v. Naval Gijon SA [2006] EWHC 1044 (Comm.), 855
 Groundshire v. VHE Construction [2001] BLR 395, 852
 Gujarat NRE Coke Ltd and Shri Arun Kumar Jagatramka v. Coeclerici Asia (Pte) Ltd
 [2013] EWHC 1987 (Comm.), 800
 Habas Sinai VE Tibbi Gazlar Isthisal Endustri AS v. Sometal SAL [2010] EWHC 29
 (Comm.) (18 January 2010), 137
 Henderson v. Henderson (1844) 6 QB 288, 811
 Hiscox v. Outhwaite [1991] 1 WLR 545, 825
 Hong Kong Fir Shipping v. Kawasaki Kisen Kaisha [1962] 2 QB 26, 123
 Itochu Corp. v. Johann v. MK Blumenthal GMBH & KG and Another [2012] EWCA
 Civ. 996, 182, 766
 Jivraj v. Hashwani [2011] UKSC 40, 191, 279, 550
 K/S Norjarl A/S v. Hyundai Heavy Indus. Co. [1992] 1 QB 863, 279
 Kuwait Rock Co. v. AMN Bulkcarriers Inc. [2013] EWHC 865 (Comm.), 123
 Lemenda Trading Co. Ltd v. African Middle East Petroleum [1998] 1 QB 448, 970
 Lesotho Highlands Development Authority v. Impreglio SpA and Others, [2005]
 UKHL 43, 954
 London and North Western and Great Western Joint Railway Co. v. JH Billington,
 Ltd [1899] AC 79, 643
 Mamidoil-Jetoil Greek Petroleum Co. SA v. Okta Crude Oil Refinery AD (2001) 2
 Lloyd's Rep. 76, 753
 Mareva Compania Naviera SA v. Intl Bulkcarriers SA [1975] 2 Lloyd's Rep. 509;
 [1980] 1 All ER 213, 341, 455
 Martin Dawes v. Treasure & Son Ltd [2010] EWHC 3218 (TCC), 783, 784, 843
 Mousaka v. Golden Seagull Maritime [2001] 2 Lloyd's Rep. 657, 55, 623
 Musawi v. RE Intl (UK) Ltd [2007] EWHC 2981; [2008] Lloyd's Rep. 326,
 739, 740
 Mutual Shipping Corp. v. Bayshore Shipping Co. Ltd [1985] 1 WLR 625, 851
 Natl Ability SA v. Tinna Oils & Chemicals Ltd (The Amazon Reefer) [2009] EWCA
 Civ. 1330, 823
 Natl Navigation Co. v. Endesa Generacion SA (The Wadi Sudr) [2009] EWCA Civ.
 1397, 871
 New Age Alzarooni 2 Ltd v. Range Energy Natural Resources Inc. [2014] EWHC
 4358 (Comm.), 563
 Nigerian National Petroleum Corp. v. IPCO Ltd [2008] EWCA Civ. 1157, 957
 Osei Sankofa and Another v. The Football Association Ltd [2007] EWHC 78
 (Comm.), 354, 361
 P v. Q and Others [2017] EWHC 148; [2017] EWHC 194 (Comm.), 706, 709
 Parouth [1982] 2 Lloyd's Rep. 351, 749

- Peterborough City Council v. Enterprise Managed Services Ltd [2014] EWHC 3193, 153
 Peterson Farms Inc. v. C&M Farming Ltd [2004] 1 Lloyd's Rep. 603, 581
 Pirtek (UK) Ltd v. Deanswood Ltd [2005] EWHC 2301 (Comm.), 854
 Ridge v. Baldwin, [1962] 1 All ER 834 (CA), 562
 Sanko Steamship Co. Ltd v. Shipping Corp. of India and Selwyn and Clark [1980] 2
 Lloyd's Rep. 569, 553
 Sea Trade Maritime Corp. v. Hellenic Mutual War Risks Association (Bermuda) Ltd
 [2006] EWHC 2530 (Comm.) (18 October 2006), 137
 Shashoua v. Sharma [2009] EWHC 957, 576
 Sinclair v. Woods of Winchester Ltd and Another [2005] EWHC 1631 (QB), 854
 Sino Channel Asia Ltd v. Dana Shipping and Trading Pte Singapore and Another
 [2016] EWHC 1118 (Comm.), 58
 Soleimany v. Soleimany [1999] QB 785, 970
 Sonatrach v. Statoil Natural Gas LLC [2014] 2 Lloyd's Rep. 252, 563
 Sulamérica Cia Nacional de Seguros SA and Others v. Enesa Engenharia SA and
 Others [2012] EWCA Civ. 638, 576
 Sutherland & Co. v. Hannevig Bros Ltd [1921] 1 KB 336, 851
 Sumukan Ltd v. Commonwealth Secretariat [2007] EWCA Civ. 243, 55, 526
 Tang Chung Wah (Aka Alan Tang) and another v. Grant Thornton Intl Ltd and
 Others [2012] EWHC 3198 (Ch), 120
 Toepfer Intl v. Molino Boschi [1996] 1 Lloyd's Rep. 510, 147
 Toepfer v. Société Cargill [1998] 1 Lloyd's Rep. 379, 147
 Torch Offshore LLC v. Cable Shipping Inc. [2004] 2 All ER 365, 850, 851, 853
 U&M Mining Zambia Ltd v. Konkola Copper Mines Plc [2013] EWHC 260
 (Comm.), 729
 Union Marine Classification Services LLC v. Government of the Union of Comoros,
 Bruce Harris [2017] EWHC 2364 (Comm.), 563
 Vale Do Rio Doce Navegacao v. Shanghai Bao Steel Ocean Shipping Co. [2000]
 EWHC 205 (Comm.), [2000] 2 All ER (Comm.) 70, 92
 Van der Giessen-de-Noord Shipbuilding Division BV v. Imtech Marine
 & Offshore BV [2009] 1 Lloyd's Rep. 273, 851
 Vee Networks Ltd v. Econet Wireless Intl Ltd [2004] APPLR 12/14, 649
 Xstrata Coal Queensland Pty Ltd and Others v. Benxi Iron & Steel (Group) [2016]
 EWHC 2022 (Comm.), 855
 Yam Seng Pte Ltd v. Intl Trade Corp. Ltd [2013] EWHC (QB) 111 (UK), 77
 Zavod Ekran OAO v. Magneco Metrel UK Ltd, High Court of Justice, Queen's Bench
 Division, Commercial Court, Case No. CL-2016-000720, (2018) XLIII YB Com.
 Arb., forthcoming, 874
- Estonia
 Case No. 2-05-23561, Estonian Court of Appeals judgment (9 March 2007), 124
 Case No. 3-2-1-38-02, Estonian Supreme Court judgment (28 March
 2002), 135

France

- Agence Transcongolaise des Communications – Chemin de fer Congo Océan (ATC-CFCO) v. Compagnie Minière de l'Ogooué – Comilog SA [1998] *Rev. Arb.* 131; (1999) 24 *YB Com. Arb.* 281, 185, 291, 816
- Bargues Agro Industrie SA (France) v. Young Pecan Co. (US), Paris Court of Appeal, (2005) XXX *YB Com. Arb.* 499, 869
- BKMI and Siemens v. Dutco, French Cassation Court judgment (7 January 1992), (1993) 18 *YB Comm. Arb.* 140, 184, 202
- Blow Pack v. Windmüller et Hölscher (2013) 2 *Rev. Arb.* 538, 625
- Braspetro Oil [Brasoil] Services Co. v. The Management & Implementation Authority of the Great Man-Made River Project (Libya), Paris Appeals Court judgment (1 July 1999), [1999] *Rev. Arb.* 834, 771, 810, 838
- CN v. Minhal, Paris Court of Appeals judgment (28 November 1996), 752
- Compania Valencia de Cementos Portland SA v. Primary Coal Inc. (1993) 18 *YB Com. Arb.* 137, 740, 743
- Court of Appeal of Angers, 16 September 2008, 07/01636, 796
- Court of Appeal of Paris, 14 October 2014, 13/13459, 220
- Dansk Eternit Fabrik 1994 v. Société Copernit & C SpA, Cour d'appel d'Angers, 16 September 2008, 07/01636, 796
- Fibre Excellence SAS v. Tembec SAS, Cass. Civ. 1 (26 January 2016), No. 15–12.363, 83
- Fondation Albert Abela Family Foundation (AAFF) et autres v. Fondation Joseph Abela Family Foundation (JAFF) (2010) 4 *Rev. Arb.* 813, 871
- Golshani v. Gouvernement de la République Islamique d'Iran, Cass. Civ. 1 (6 July 2005), No. 01–15.912, 79, 135
- Halbout and Matenec HG v. Hanin [2001] *Rev. Arb.* 135, 752, 754
- Hilmarton v. Omnium de Traitement et de Valorisation (OTV), Cour de Cassation (1995) XX *YB Com. Arb.* 628, 913, 936, 964–965
- Leizer v. Bachelier [2007] v. 821, 753
- Merial SAS v. Klocke Verpackungs-Service GmbH (9 October 2008), 75, 79
- Mme X v. Banque Privée Edmond de Rothschild [2013] *ILPr* 12, 56
- M-Real Alizay v. Thermodyn [2013] *I Bull. Civ.* 121, 152
- Paris Court of Appeal, 17 November 2011, 09/24158, 667
- Paris Court of Appeal, 9 April 2009, 07/17769, 788
- PT Putrabali Adyamulia (Indonesia) v. Rena Holding and Others, Cour de Cassation, (2007) XXXII *YB Com. Arb.* 299, 913
- SA Auto Guadeloupe Investissements v. Columbus Acquisitions Inc. Court of Cassation, 16 December 2015, 14/26279, 219, 223
- SA Otor Participations v. SARL Carlyle, Paris Court of Appeals judgment (7 October 2004), [2005] *Rev. Arb.* 982, 809, 837
- Société Centrale Fotovista v. Vanoverbeke and Others (2004) *Rev. Arb.* 907, 752
- Société Crédirente v. Compagnie Générale de Garantie [2009] *Rev. Arb.* 741, 809, 837

- Société d'études et représentations navales et industrielles (Soerni) et autres v. Société Air Sea Broker Ltd (ASB) (2009) 3 *Rev. Arb.* 529, 869
 Société Fauba v. Société Fujitsu, Court of Cassation (4 January 1995), 19
 Société Intl Co. for Commercial Exchanges (Income), Cass. Civ. 1 (6 May 2009), No. 08–10.281, 80
 Société Licensing Projects and Others v. Société Pirelli & C SpA and Others, Paris Appeals Court judgment (17 November 2011), 55, 528, 537–538, 623
 Société Qualiconsult v. Groupe Lincoln (1998) 1 *Rev. Arb.* 121, 279
 Société Taurus Films v. Les Films du Jundi [2000] *Rev. Arb.* 280, 753
 Société Tecnimont SpA v. J & P Avax SA, Cass. Civ. 1, 25 June 2014, 246
 Société Unichips Finanziaria SpA SA, Unichips Intl BV and Others v. François Gesnouin, Michèle Gesnouin, Paris Court of Appeal, 12 February 1993, 674
 Société Viva Chemical (Europe) NV v. APTD, Cour d'appel Paris, civ., 9 April 2009, 07/17769, 788
 Sociétés TAI, ESW et IEC v. Sociétés SIAPE, Engrais de Gabès et autres, CA Paris (2 June 1989), No. 88/8256, 79
 STPIF v. SB Ballestrero, CA Paris (16 May 2002), No. 2000/20742, 79
 Van Dijk case, Paris Court of Appeals judgment (18 March 1983), 133
 Van Luijk v. Société Commerciale Raoul Duval (1999) *Rev. Arb.* 253, 839
- Germany
 Bayerisches Oberstes Landesgericht, 16 March 2000, CLOUT Case 402, 668
 Bayerisches Oberstes Landesgericht, 27 June 1999, CLOUT Case 452, 911
 Bayerisches Oberstes Landesgericht, 4 Z Sch. 9/04, *SchiedsVZ* 2004, 791
 Bayerisches Oberstes Landesgericht, 4 Z Sch. 12/03 (10 July 2003), 904
 Bayerisches Oberstes Landesgericht, 4 Z Sch. 23/99, 702
 Bayerisches Oberstes Landesgericht, 4 Z SchH 1/01 (23 February 2001), 200
 Bayerisches Oberstes Landesgericht, 4 Z SchH 2/98 (16 September 1998), 199
 Bayerisches Oberstes Landesgericht, 4 Z SchH 4/02 (13 May 2002), 201
 Bayerisches Oberstes Landesgericht, 4 Z SchH 1/99 (4 June 1999), 197, 200
 Bayerisches Oberstes Landesgericht, 4 Z SchH 12/99 (20 June 2000), 201
 Bayerisches Oberstes Landesgericht, 4 Z SchH 13/99 (28 February 2000), 151, 197
 Bayerisches Oberstes Landesgericht, 4 Z Sch. 2/00 (12 April 2000), 938
 BGH, 17 April 2008, *SchVZ* (2008), 76
 BGH, 2 July 2009, (2009) *SchiedsVZ* 285, 910
 BGH, 20 September 2001, CLOUT Case 451, 896
 BGH, 28 February 1972, (1972) *NJW* 827, 229
 BGH, 3 July 1975, (1976) *NJW* 109, 229
 BGH, 30 May 2011, (2012) *SchiedsVZ* 47, 893
 BGH, 6 June 2002, III ZB 44/01, CLOUT Case 560, 310, 872
 BGH, F v. G, judgment (14 July 2011), (2011) *SchiedsVZ* 284, 150
 BGH, 30 January 2003, III ZB 06/02, 955

TABLE OF CASES

lxxxvii

- BGH, 18 January 2007, III ZB 35/06, 905
 BGH, 2 November 2000, III ZB 55/99, 798, 799, 908
 BGH, 27 March 2003, III ZB 83/02, 311
 BGH, 12 January 2006, III ZR 214/05, 144
 BGH, 13 January 2005, III ZR 265/03, 149
 BGH, 14 September 2000, III ZR 33/00, 153, 526
 BGH, 25 January 2007, VII ZR 105/06, 118, 148
 BGH, 25 January 2011, XI ZR 351/08, 149
 BGH, 3 May 2000, XII ZR 42/98, 148
 Brandenburgisches Oberlandesgericht, 26 June 2000, CLOUT Case 439, 575
 Hanseatisches Oberlandesgericht Bremen, 30 September 1999, (2) Sch. 4/99, CLOUT Case 371, 950, 952, 955, 958, 973
 Hanseatisches Oberlandesgericht Hamburg, 14 May 1999, 1 Sch. 2/99, CLOUT Case 457, 535, 937, 944
 Hanseatisches Oberlandesgericht Hamburg, 8 June 2001, 11 Sch. 1/01, CLOUT Case 569, 732, 820
 Hanseatisches Oberlandesgericht Hamburg, 24 January 2003, 11 Sch. 6/01, CLOUT Case 571, 572, 863, 936, 943
 Hanseatisches Oberlandesgericht Hamburg, 22 July 1998, 14 Sch. 2/98, 199
 Hanseatisches Oberlandesgericht Hamburg, 8 November 2001, 6 Sch. 4/01, CLOUT Case 562, 303
 Hanseatisches Oberlandesgericht Hamburg, 4 November 1998, 6 Sch. 11/98, 973
 Hanseatisches Oberlandesgericht Hamburg, 12 July 2005, 9 SchH 1/05, 242
 Kammergericht Berlin, 10 August 2006, 20 Sch. 7/04, 920
 Kammergericht Berlin, 22 March 2000, 28 Sch. 24/99, 246
 Kammergericht Berlin, 7 July 2010, (2010) *SchiedsVZ* 225, 229
 Landgericht Duisburg, 6 October 1981, (1982) ZIP 229, 230
 Landgericht Hamburg, (2000) XXV YB Com. Arb. 641, 880
 Landgericht Munchen II, 27 June 2002, CLOUT Case 902, 231
 Oberlandesgericht Berlin, 3 September 2012, 150
 Oberlandesgericht Celle, 2 October 2001, 8 Sch. 3/01, CLOUT Case 559, 623, 943, 944, 955
 Oberlandesgericht Celle, 4 September 2003, 8 Sch. 11/02, 303
 Oberlandesgericht Dresden, 28 February 2001, 11 Sch. 1/01, 195, 242
 Oberlandesgericht Dresden, 15 March 2006, 11 Sch. 19/05, CLOUT Case 870, 67, 68, 875, 949
 Oberlandesgericht Dresden, 13 January 1999, 11 Sch. 6/98, 971
 Oberlandesgericht Dresden, 27 January 2005, (2005) *SchiedsVZ* 159, 229
 Oberlandesgericht Dresden, 20 February 2001, 11 Sch. 2/00, CLOUT Case 454, 233
 Oberlandesgericht Düsseldorf, 15 December 2009, 670
 Oberlandesgericht Düsseldorf, 19 January 2005, I-26 Sch. 5/03, 904

- Oberlandesgericht Düsseldorf, 23 March 2000, 6 Sch. 2/99, CLOUT Case 374, 966
 Oberlandesgericht Düsseldorf, 8 July 2008, 266
 Oberlandesgericht Frankfurt, 10 January 2008, (2008) *SchiedsVZ* 199, 229
 Oberlandesgericht Frankfurt, 12 October 2009, 663
 Oberlandesgericht Frankfurt, 16 January 2014, (2016) XLI YB Com. Arb. 581, 887
 Oberlandesgericht Frankfurt, 14 March 2003, 20 Sch. 1/02, 790
 Oberlandesgericht Frankfurt, 27 August 2009, 26 SchH 3/09, 951
 Oberlandesgericht Frankfurt, 27 April 2006, (2006) *SchiedsVZ* 330, 229
 Oberlandesgericht Frankfurt, 28 January 1998, 229
 Oberlandesgericht Frankfurt, 28 June 1999, 3 Sch. 1/99, 790
 Oberlandesgericht Frankfurt, 4 October 2007 (2008) *SchiedsVZ* 96, 212, 231
 Oberlandesgericht Frankfurt, 5 April 2001, CLOUT Case 565, 327
 Oberlandesgericht Frankfurt, 8 May 2013, 225, 230
 Oberlandesgericht Hamburg, 28 June 2004, 231
 Oberlandesgericht Hamburg, 30 July 1998, 881
 Oberlandesgericht Hamm, 18 September 2003, 17 SchH 7/03, 262
 Oberlandesgericht Hamm, 28 November 2008, 674
 Oberlandesgericht Hamm, 5 October 2011, 225
 Oberlandesgericht Karlsruhe, 4 July 2006, 231
 Oberlandesgericht Karlsruhe, 5 June 2007, 797, 840
 Oberlandesgericht Karlsruhe, 3 July 2006, 9 Sch. 1/06, 937
 Oberlandesgericht Karlsruhe, 27 March 2006, 9 Sch. 2/05, 937
 Oberlandesgericht Karlsruhe, 14 September 2007, 9 Sch. 2/07, 937
 Oberlandesgericht Köln, 2 April 2004, 9 Sch. (H) 22/03, CLOUT Case 1062,
 225, 231
 Oberlandesgericht Köln, 26 February 2014, (2016) XLI YB Com. Arb. 484–485, 886
 Oberlandesgericht Köln, 11 April 2003, 9 SchH 27/02, 262
 Oberlandesgericht Köln, 14 September 2000, 9 SchH 30/00, CLOUT Case 442, 245
 Oberlandesgericht Köln, CLOUT Case 667, 2002, 843
 Oberlandesgericht München, 10 July 2013, 225
 Oberlandesgericht München, 17 December 2010, 266
 Oberlandesgericht München, 26 July 2005, 791
 Oberlandesgericht München, 3 February 2010, (2010) *SchiedsVZ* 336, 576
 Oberlandesgericht München, 19 January 2009, 34 Sch. 4/08, 924
 Oberlandesgericht München, 5 July 2011, 34 Sch. 9/11, 876
 Oberlandesgericht München, 5 October 2009, 34 Sch. 12/09, 876
 Oberlandesgericht München, 1 September 2009, 34 Sch. 14/09, 922
 Oberlandesgericht München, 29 October 2009, 34 Sch. 15/09, 918
 Oberlandesgericht München, 27 February 2009 34 Sch. 19/08, 926
 Oberlandesgericht München, 12 October 2009, 34 Sch. 20/08, 924
 Oberlandesgericht München, 22 June 2009, 34 Sch. 26/08, 622, 623, 905
 Oberlandesgericht München, 6 February 2006, 34 SchH 10/05, 252

TABLE OF CASES

lxxxix

- Oberlandesgericht München, 29 January 2010, 34 SchH 11/09, 204
 Oberlandesgericht Naumburg, 19 December 2001, (2003) *SchiedsVZ* 134, CLOUT
 Case 665, 225, 228, 229, 233
 Oberlandesgericht Naumburg, 21 February 2002, 10 Sch. 8/01, CLOUT
 Case 659, 81, 536, 549, 663
 Oberlandesgericht Rostock, 28 October 1999, 1 Sch. 3/99, CLOUT Case 372, 964
 Oberlandesgericht Stuttgart, 6 December 2001, 1 Sch. 12/01, (2004) XXIV YB Com.
 Arb. 742, 954, 955
 Oberlandesgericht Stuttgart, 20 December 2001, 1 Sch. 13/01, 840
 Oberlandesgericht Stuttgart, 20 December 2001, 1 Sch. 16/01, 303, 305
 Oberlandesgericht Stuttgart, 2002, CLOUT Case 664, 808
 Oberlandesgericht Thüringen, 21 November 2013, 231
 Saarländisches Oberlandesgericht, 29 October 2002, 4 Sch. 2/02,
 CLOUT Case 662, 59, 286
- Greece
 Areios Pagos, judgment 329/197, 186
 Athens Court of Appeal, judgment 4966/1975, 752
 Athens Court of Appeal, judgment 7195/2007, 138
 Supreme Cassation Court, judgment 1219/2014 (Civil Division A1), 749
 Supreme Court, judgment 390/2017 (Civil Division A2), 213
- Hong Kong
 Aggressive Construction Co. Ltd v. Data-Form Engineering Ltd, High [2009] HKCU
 1533, 148
 Apex Tech Investment Ltd v. Chuang's Development (China) Ltd [1996] 2 HKLRD
 155, 58, 952
 China Nanhai Oil Joint Service Corp. Shenzhen Branch v. Gee Tai Holdings Co.
 Ltd, High Court, Supreme Court of Hong Kong, 13 July 1994, 1992 No. MP
 2411, 959
 China Ocean Shipping Co., Owners of the M/V Fu Ning Hai v. Whistler Intl Ltd,
 Charters of the M/V Fu Ning Hai, High Court of Hong Kong Special
 Administrative Region (1999); Hong Kong Court of First Instance judgment (24
 May 1999), unrep.; [1999] HKCFI 693, 14, 91, 93, 166
 Chok Yick Interior Design & Engineering Co. Ltd v. Fortune World Enterprises Ltd
 and Another [2010] HKCFI 8, 156
 Chongqing Machinery Import & Export Co. Ltd v. Yiu Hoi and Others Trading as
 Tin Lee Ship Builders & Trading Co., 11 October 2001, 943, 945
 Chung Siu Hong Celment and Others v. Primequine Corp. Ltd and Others [1999]
 HKCFI 1472, 151
 D. Heung & Associates, Architects & Engineers v. Pacific Enterprises (Holdings) Co.
 Ltd, High Court – Court of First Instance, Hong Kong (1995), 17
 Fai Tak Engineering Co. Ltd v. Sui Chong Construction & Engineering Co. Ltd
 [2009] HKDC 141, 136, 155

- Fung Sang Trading Ltd v. Kai Sun Sea Products and Food Co. Ltd [1991] HKCFI 190; (1992) 1 HKLR 40; [1991] 2 HKC 526, 17, 56, 200, 301, 309, 605, 606, 649
- Fustar Chemicals Ltd v. Sinochem Liaoning Hong Kong Ltd [1996] 2 HKC 407, 603
- Garment Import and Export Co. v. Siemssen & Co. (Hong Kong) (2 June 1992), 945
- Grand Pacific Holdings Ltd v. Pacific China Holdings Ltd (in liq.) (No. 1) [2012] 4 HKLRD 1, 552, 553, 878
- Grandeur Electrical Co. Ltd v. Cheung Kee Fung Cheung Construction Co. Ltd, Hong Kong Court of Appeal judgment (25 July 2006), [2006] HKCA 305, 120, 148
- Guangdong New Technology Import & Export Corp. Jiangmen Branch v. Chiu Shing trading as BC Property & Trading Co. [1991] 2 HKC 459, 875, 946
- Hebei Import & Export Corp. v. Polytek Engineering Ltd [1999] 2 HKC 205, 75, 493, 494, 496, 877, 950, 968, 973
- Hebei Jikai Industrial Group Co. Ltd v. Vincent Martin and Ors, 551
- Hissan Trading Co. Ltd v. Orkin Shipping Corp. [1992] HKCFI 286, 133
- Ho Fat Sing t/a Famous Design Engineering Co. v. Hop Tai Construction Co. Ltd [2008] HKDC 339, 120
- Brunswick Bowling & Billiards Corp. v. ShangHai ZhongLu Industrial Co. Ltd and Another [2011] 1 HKLRD 707, CLOUT Case 1252, 554, 878
- Hsin Chong Construction (Asia) Ltd v. Henble Ltd, HCCT 23/2005, 514, 521
- Inc. Owners of Sincere House v. Sincere Co. Ltd [2005] HKLT 30, 148
- Inc. Owners of Tak Tai Building v. Leung Yau Building [2005] HKCA 87; Court of Appeal, Civil Appeal No. 230 (2004), 306, 308, 650
- Interbulk (Hong Kong) Ltd v. Safe Rich Industries Ltd [1992] HKLR 18, 174, 514
- JJ Agro Industries (P) Ltd v. Texuna Intl Ltd [1992] 2 HKLR 402; (1993) YB Com. Arb. XVIII 396, 883, 957
- Jiangxi Provincial Metal and Minerals Import & Export Corp. v. Sulanser Co. Ltd, 2 HKC 373 [1995], 951
- Katran Shipping Co. Ltd v. Kenven Transportation Ltd [1992] HKCFI 173; [1992] HKLD G9, CLOUT Case 39, 165, 174, 329
- Kenon Engineering Ltd v. Nippon Kokan Koji Kabushiki Kaisha [2003] HKCFI 568; [2004] HKCA 101, 118, 309
- Kolinker Industrial Equipment Ltd v. Longhill Industries Ltd and Another [2004] HKDC 65, 145
- Kong Kee Bros Construction Co. Ltd v. A-G [1986] HKLR 767, 822
- The Owners of the Ship or vessel 'Lady Muriel' v. Transorient Shipping Ltd, Hong Kong High Court judgment (27 March 1995), unrep.; [1995] HKCA 615, 161, 165, 167, 170, 174, 175, 514, 521
- Leviathan Shipping Co. Ltd v. Sky Sailing Overseas Co. Ltd [1998] 4 HKC 347; [1998] HKCFI 549, 167, 514
- Louis Dreyfus Trading Ltd v. Bonarich Intl (Group) Ltd, CLOUT Case 710, 82

TABLE OF CASES

xci

- Lucky-Goldstar Intl (HK) Ltd v. Ng Moo Kee Engineering Ltd [1993] HKCFI 14, 150
- Madison Co. Ltd v. Victor (Far East) Ltd [2000] HKC 502, 926
- Nanjing Cereals, Oils and Food Stuffs Import & Export Corp. v. Luckmate Commodities Trading Ltd [1994] HKCFU 140, 674
- Noble Resources Pte Ltd v. China Sea Grains and Oils Industry Co. Ltd [2006] HKCFI 334, 262
- Ocean Park Corp. v. Proud Sky Co. Ltd [2007] HKCFI 1221, 146
- Oonc Lines Ltd v. Sino-American Trade Advancement Co. Ltd [1994] HKCFI 193, 130, 134, 200, 814
- Pacific China Holdings Ltd v. Grand Pacific Holdings Ltd (2007) HKCFI 715, 252
- Pacific Intl Lines (Pte) Ltd and Another v. Tsinlien Metals and Minerals Co. Ltd [1992] HKCFI 225, 200
- Paklito Investment Ltd v. Klockner East Asia Ltd [1993] 2 HKLR 39, 672, 715, 852, 876, 950, 952
- Paloma Co. Ltd v. Capxon Electronic Industrial Co. Ltd [2018] HKCFI 1147, 893
- Pang Wai Hak v. Hua Yunjian [2012] 4 HKLRD 113, 877
- Petro China Intl (Hong Kong) Corp. Ltd, Re. [2011] HKEC 118, 852
- Private Co. ‘Triple V’ Inc. Ltd v. Star (Universal) Co. Ltd and Sky Jade Enterprises Group Ltd, High Court of Hong Kong, 27 January 1995; [1995] 3 HKCA 617, 197, 200, 203
- Qinghuangdao Tongda Enterprises Development Co. and Others v. Million Basic Co. Ltd (5 January 1993), 950
- Rondabosh Intl Ltd v. China Ping an Insurance (Hong Kong) Co. Ltd [2009] HKCFI 1198, 146
- S Co. v. B Co., Hong Kong Court of First Instance Judgment (24 July 2014), HCCT 12/2013, HCCT 16/2013, 629
- Sam Ming City Forestry Economic Co. v. Liu Yuk Lin and Others, High Court of Hong Kong Special Administrative Region, Court of First Instance (Burrell, J.), 6 July 2000 (unreported), 970
- Shanghai City Foundation Works Corp. v. Sun Link Ltd [2001] 3 HKC 521, 971
- Sky Mount Investment Ltd v. East West-Uni Insurance Ltd [1995] 1 HKC 342, 605
- Southern Materials Holding (HK) Co. Ltd [2008] HKCFI 98, 144
- Tai-Ao Aluminium (Taishan) Co. Ltd v. Maze Aluminium Engineering Co. Ltd and Another, [2006] HKCFI 220, 117
- Thorn Security (Hong Kong) Ltd v. Cheung Kee Fung Cheung Construction Co. Ltd [2004] HKCA 217, 148
- Vibroflotation AG v. Express Builders Co. Ltd [1994] HKCFI 205, 165, 726
- William Co. v. Chu Kong Agency Co. Ltd and Guangzhou Ocean Shipping Co. [1993] HKCFI 215, 132

Wuzhou Port Foreign Trade Development Corp. v. New Chemic Ltd [2001] 3 HKC 395, 887

Hungary

Hungarian Chamber of Commerce and Industry, Arbitration Court, CLOUT Case 266, 80

India

Adhunik Steels Ltd v. Orissa Manganese and Minerals Pvt. Ltd [2007] AIR SC 2563; (2007) 7 SCC 125, 503, 511

Alva Aluminum Ltd Bangkok v. Gabriel India Ltd (2011) 1 SCC 167, 199

Anita Mantri v. Karvy Stock Broking Ltd and Another, Case No. 198/2007 (High Court of Delhi) (9 September 2011), 852

Aravind Construction v. Kalinga Mineral Corp. (2007) 6 SCC 798, 503

Assam Co. India Ltd v. Canoro Resources Ltd (2014) BCSC 370, CLOUT Case 1656, 75, 246

Atul Ltd v. Parakash Industries Ltd, 2003 (2) RAJ 409, 521

Atul R. Shah v. M/S. V. Vrijlal Lalloobhai and Co. (1999) AIR 67 (Bom), 668, 670

ATV Projects India Ltd v. Indian Oil Corp. Ltd and Another (2013) Delhi Law Times 553, 691

Awasthi Construction Co. v. Govt of NCT of Delhi and Another, 2013 (1) Arb LR 70, 690, 691, 842

Bharat Aluminum Co. v. Kaiser Aluminum Technical Services, Inc., Supreme Court of India (2012); (2012) 9 SCC 552, 11, 18, 570

Bharat Heavy Electricals Ltd v. M/S Jyothi Turbopower Services Pvt. Ltd and Others, High Court of Judicature at Madras, delivered on 7 June 2016; 2017 (1) Arb. LR 289, 636, 638, 691

Bhatia Intl v. Bulk Trading SA (2002) 4 SCC 105, 516, 570

BSNL v. Motorola India Pvt. Ltd, 2008 (7) SCC 431, 78

Budhiraja Mining & Constructions Ltd v. Ircon Intl Ltd and Another [2012] Ind. LHC 2996, 855

Cheran Properties Ltd v. Kasturi and Sons Ltd and Others (Civil Appeal Nos 10025–10026 of 2017), 945

Dajen (Pvt.) Ltd v. Durco (Pvt.) Ltd, SC 141/98 (7 September 1998), 975

Dale & Carrington Investment Ltd v. PK Prathapan [2005] 1 SCC 217, 126

Denel (Proprietary Ltd) v. Bharat Electronics Ltd & Amp. (2010) 6 SCC 394, 200

Dorab Cawasji Warden v. Coomi Sorab Warden and Others (1990) 2 SCC 117, 511

Embassy Property Developments v. Jumbo World Holdings Ltd (20 June 2013) Madras High Court, 503

Escorts Finance Ltd v. Mohd. Hanif Khan, 2001 (1) RAJ 546, 520

Firm Ashok Traders and Another etc. v. Gurumukh Das Saluja and Others (9 January 2004), Supreme Court of India; Appeal (Civil) 131–132 of 2004, 517, 610

G. Engineers Pvt. Ltd v. Calcutta Improvement Trust, AIR 2002 SC 766, 78

TABLE OF CASES

xciii

- Great Offshore Ltd v. Iranian Offshore Engineering & Construction Co., [2008] 14 SCC 240, 130, 134, 814
- Harendra H. Mehta and Others v. Mukesh H. Mehta and Others, Supreme Court, 13 May 1999, (2000) XXV YB Com. Arb. 641, 910
- Harihar Banerji v. Ramshashi Roy, AIR 1918 PC 102, 855
- Hindustan Petroleum Corp. v. Sri Sriman Narayan and Another (2002) 5 SCC 760, 511
- House Productions Pvt. Ltd v. Meediya Plus (2005) 2 MLJ 256, 503, 506
- Impex Corp. and Others v. Elenjikal Aquamarine Exports Ltd, AIR 2008 Ker. 199, 668
- Indian Oil Corp. Ltd and Others v. M/S Raja Transport Private Ltd (2009) 8 SCC 520, 195
- Indowind Energy Ltd v. Wescare (I) Ltd and Another, Indian Supreme Court judgment (27 April 2010), 132
- Intl Airports Authority of India v. KD Bali and Another, AIR (1988) SC 1099, 225
- Iqbal Ali v. Mahindra and Mahindra Financial Services Ltd, Court of Shri Vinod Goel, Additional District and Sessions Judge, (East) Karkardooma Courts, Delhi, Suit No. 9 of 2010, 641
- Iron Intl Ltd v. Budhiraja Mining & Construction Ltd, 2007 (4) Arb. LR 159, 851
- Jagdish Chander v. Ramesh Chander and others, (2007) 5 SCC 719, 117
- Jagson Airlines Ltd v. Bannari Amman Exports (P) Ltd (2003) 2 Arb LR 315, 578
- Kotak Mahindra Prime Ltd v. Balraj Mann, Delhi District Court, Suit No. 04/2013, 354, 357, 610
- M/S Anuptech Equipments Pvt. v. M/S Ganpati Co-op Housing AIR 1999 (Bom.) 219, 298, 637
- M/S Control Systems v. MP Micro and Small Enterprises Facilitation Council and Others, High Court of Madhya Pradesh, Case No. WP No. 2312/2017, 632, 653
- M/S Everest Holding Ltd v. Shyam Kumar Shrivastava and Others (2008) 16 SCC 774, 199
- M/S Magma Leasing & Fin. Ltd and Another v. Potluri Madhavilata and Another, AIR 2010 SC 488, 870
- M/S Rapti Contractors v. Reliance Energy Ltd and Others, Delhi High Court judgment (10 February 2009), 181
- M/S SBP & Co. v. M/S Patel Engineering Ltd and Another (2005) 8 SCC 618, 199
- M/S SBP & Co. v. M/S Patel Engineering Ltd and Another, 21 October 2009, 289
- M/S Senbo Engineering Ltd v. State of Bihar and Others, AIR 2004 Patna 33, 691
- Maharashtra State Electricity v. Datar Switchgear Ltd, 2003 (2) BomCR 81, 630, 636
- Marina World Shipping v. Jindal Exports and Imports Pvt., New Delhi High Court judgment (28 February 2012), 155
- Max India Ltd v. General Binding Corp., Delhi High Court, India (16 July 2009), 176

- Milkfood Ltd v. M/S GMC Ice Cream (P) Ltd, Supreme Court of India, Civil Appeal No. 9672 of 2003, 600, 602, 603, 605, 608
- Ministry of Railway, New Delhi v. Patel Engineering Co. Ltd (2008) 10 SCC 240, 201
- ML Lakhanpal v. Darshan Lal and Another, High Court of Delhi, OMP (COMM) 447/2017, 635
- MMTC v. Sterlite Industries (India) Ltd, AIR (1997) SCC (India) 605, 181, 766
- Narayan Prasad Lohia v. Nikunj Kumar Lohia (2002) AIR 1139, 78, 181
- Nathani Steels Ltd v. Associated Construction (1995) 3 SCC 324, 780, 799
- Natl Building Construction v. Ircon Intl Ltd, 1998 (44) DRJ 399, 517
- Natl Council of YMC v. Sudhir Chandra Datt, Madhya Pradesh High Court judgment (12 September 2012), 181
- Natl Highways Authority of India v. China Coal Construction Group Corp., 2006 (1) RAJ 621, 329, 520
- Natl Insurance Co. Ltd v. Boghara Polyfab (P) Ltd (2009) 1 SCC 267, 199
- Natl Thermal Power Corp. Ltd v. Wig Bros Builders and Engineers Ltd [2009] INDLHC 1466, 702
- NBCC Ltd v. JG Engineering Pvt Ltd (2010) 2 SCC 385, 267, 843
- P. Manohar Reddy & Bros v. Maharashtra Krishna Valley Dev. Corp. (2009) 2 SCC 494, 870
- Polytron & Fragrance Industries Ltd v. Natl Insurance Co. Ltd, unreported judgement (2009), No. 144/2008, 799
- Prabhat Steel Traders Pvt. Ltd v. Excel Metal Processors Pvt. Ltd and Others, Bombay High Court (31 August 2018), 472
- Prabhjot Singh Mand v. Bhagwant Singh (2009) 9 SCC 435, 511
- Rangaraj v. Gopalakrishnan, AIR 1992 SC (India) 453, 126
- Reliance Industries Ltd and Another v. Union of India, 570
- SA Builders Ltd v. Municipal Corp. of Delhi, EA No. 270/2002 in Ex. P. No. 99/1998 (High Court of Delhi) (19 February 2008), 855
- SH Satinder Narayan Singh v. Indian Labour Cooperative Society Ltd and Others, 2008 (1) ARBLR 355 Delhi, 722
- Shin Satellite Public Co. Ltd v. Jain Studios Ltd (2006) 2 SCC 628; Dehli High Court (3 October 2008), 520, 578
- Shin-Etsu Chemical Co. Ltd v. M/S Aksh Optifibre Ltd and Another (2005) 7 SCC 234, 155
- Shri Lal Mahal Ltd v. Progetto Grano Spa, Civil Appeal No. 5085 of 2013, 494, 496
- SN Malhotra & Sons v. Airport Authority of India, 149 (2008) DLT 757 (DB), 78
- Srei Infrastructure Finance Ltd v. Tuff Drilling Private Ltd, Supreme Court of India, Civil Appellate Jurisdiction, Civil Appeal No. 15036/2017, judgment (20 September 2017), 687, 688, 691, 842

TABLE OF CASES

XCV

- Sundaram Finance Ltd v. NEPC India Ltd, Supreme Court of India (13 January 1999); [1999] 2 SCC 479, 368, 517, 519, 609–610
- Techmo Car Spa v. The Madras Aluminium Co. Ltd, 2004 (2) ARBLR 284, 505
- Union of India v. M/S Singh Builders Syndicate, Supreme Court (26 February 2009), 195
- Uppal Eng. Co. (P) Ltd v. Cimmco Birla Ltd 2005 (2) ARBLR 404 (Delhi), 521
- VALE Australia Ltd v. Steel Authority of India Ltd, Case No. 414/2011, 854
- Vipul Agarwal v. Atul Kanodia and Co., AIR 2003 All 280, 639
- Visa Intl Ltd v. Continental Resources (USA) Ltd (2009) 2 SCC 55, 199
- Vishal Engineering Works v. The Chief Engineer, High Court of Judicature at Bombay, Arbitration Petition No. 106 of 2012, 635, 640
- Yashwith Construction P Ltd v. Simplex Concrete Piles India Ltd (2006) 6 SCC 204, 289
- Ireland**
- AIB Plc and Others v. Diamond and Others [2011] IEHC 505, 508
- Barnmore Demolition and Civil Engineering Ltd v. Alandale Logistics Ltd and Others, Irish High Court judgment (11 November 2010), [2010] IEHC 544, 155
- Campus Oil Ltd v. Minister for Industry and Energy (No. 2) [1983] IR 88, 503, 507
- Crossplan Investments Ltd and Another v. McCann and Others [2013] IEHC 205, 506
- Curust Financial Services Ltd v. Loewe-Lack-Werk [1994] 1 IR 450 (Ireland), 507
- Ireland No. 3, Kastrup Trae-Aluwinduet A/S (Denmark) v. Aluwood Concepts Ltd (Ireland) [2009] 169 MCA, judgment (13 November 2009), 136, 624, 625
- Kinsella and Others v. Wallace and Others [2013] IEHC 112, 505
- Osmond Ireland on Farm Business v. McFarland [2010] IEHC 295, 503, 505, 507
- Israel**
- Pickholz v. Sohachesky, Israel Supreme Court, CA 10854/07, 910
- Italy**
- Calaresu v. Pintus, (1961) 18 Rep Foro 161, 754
- Dalmine SpA. v. M. & M. Sheet Metal Forming Machinery AG, Court of Cassation (23 April 1997), (1999) XXIV YB Com. Arb. 709, 943
- Del Medico v. Iberprotein, Decision No. 3231 of 16 June 2011, 137
- Dreyfus Commodities Italia v. Cereal Mangimi, Decision No. 11529 of 19 May 2009, 137
- Société Arabe des Engrais Phosphates et Azotes – SAEPA and Société Industrielle d’Acide Phosphorique et d’Engrais – SIAPE v. Gemanco srl, Court of Cassation, 9 May 1996, (1997) XXII YB Com. Arb. 737, 939
- SpA Abati Legnam (Italy) v. Fritz Häupl, (1992) XVII YB Com. Arb. 529, 820
- Kenya**

- Anne Mumbi Hinga v. Victoria Njoki Gathara [2009] eKLR, 496
 Apa Insurance Co. Ltd v. Chrysanthus Barnabas Okemo, Nairobi High Court, Kenya,
 24 November 2005, Miscellaneous Application 241 of 2005, 918
 Blue Ltd v. Jaribu Credit Traders Ltd, Nairobi High Court, Civil Case No. 157/
 2008, 870
 Deekay Contractors Ltd v. Construction and Contracting Ltd [2014] eKLR,
 642, 644
 Glencore Grain Ltd v. TSS Grain Millers Ltd, High Court Mombasa, Civil Suit No.
 388 of 2000, 5 July 2002, (2006) XXXIV YB Com. Arb. 666, 672, 970
 Henry Muriithi Mvungu and Another v. Bruno Rosiello, High Court, Nairobi
 (Milimani Commercial Courts), Kenya (18 July 2006), 197
 National Oil Corp. of Kenya Ltd v. Prisko Petroleum Network Ltd [2014]
 eKLR, 639
 Open Joint Stock Co. Zarubezhstroy Technology v. Gibb Africa Ltd, Nairobi High
 Court, (2017) XLII YB Com. Arb. 421, 882
 Safaricom Ltd v. Ocean View Beach Hotel Ltd and Two Others [2010]
 eKLR, 650
 Seban Enterprises Ltd v. Westmont Power (Kenya) Ltd, High Court at Nairobi
 (Milimani Commercial Courts) (13 March 2006), 309
 Tanzania National Roads Agency v. Kundan Singh Construction Ltd [2014] eKLR,
 352, 487, 495
 William Oluande v. American Life Insurance Co. (K) Ltd, High Court at Nairobi
 (Nairobi Law Courts), Kenya (10 February 2006), 199
- Korea
 Trocellen GmbH v. Youngbo Chemical Co., Ltd (3 April 2012), High Court of Seoul, 708
- Lithuania
 Supreme Court of Lithuania, 23 October 2015, 3 K-7-458-701/2015, 908
- Luxembourg
 Luxembourg Cour Superieure de Justice, Judgment of 24 November 1993, (1996)
 XXI YB Com. Arb. 617, 969
 Luxembourg District Court judgment (3 January 1996), Bull. Laurent 1996,
 IV, 135
 Luxembourg District Court judgment, No. 11376 (15 January 2009), 152, 824
- Malaysia
 Sundra Rajoo v. Mohamed Abd Maked and PORAM, High Court at Kuala
 Lumpur (Commercial Division – Saman Premula), judgment of 23 March
 2011, 249
- Malta
 Untours Insurance Agency Ltd and Emanuel Gauci v. Victor Micallef and Others,
 App. No. 81/2011/1, Maltese Constitutional Court, 526
- Mexico

TABLE OF CASES

xcvii

- Banco de Paris, File 3287/58, Decision of 23 April 1958, Third Chamber, Supreme Court of Justice, 393
- Case 457/2014-III, Fifth District Court on Civil Matters of Mexico City, 57
- Third Civil District Court in the Federal District, 22 April 2010, CLOUT Case No. 1155, 893
- Netherlands
- A v. Vertex Standard Co., Ltd, Case No. 385138/HA ZA 11–208 (24 July 2013), 622
- Bursa Büyükşehir Belediyesi v. Güris Insaat VE Mühendislik AS, Case No. CO7/166HR, judgment (5 December 2008), 815
- Nedspice Sourcing BV, Tybex Warehousing BV and Others ('Xin An Jiang'), Hague Appeals Court judgment (22 May 2012), 150
- Nelux Holdings Intl NV and Lawton Corporatino NV, 31 March 2017, ECLI:NL:HR:2017:555, 586
- Republic of Ghana v. Telekom Malaysia Berhad, The Hague District Court, civil law section, provisional measures judge, Challenge No. 13/2004, Petition No. HA/RK 2004.667, 18 October 2004, 231
- Russian Federation v. Veteran Petroleum Ltd, Yukos Universal Ltd (Isle of Man) and Hulley Enterprises Ltd, Hague District Court, C/09/477160/HA ZA 15–1, C/09/477162/HA ZA 15–2 and C/09/481619 HA ZA 15–112, 20 April 2016, 885
- Yukos Capital SARL (Luxembourg) v. OAO Rosneft (Russian Federation), Gerechtshof Amsterdam, (2009) XXXIV YB Com. Arb. 703, 913
- New Zealand
- Alexander Property Developments v. Clarke, High Court New Plymouth, 10 June 2004, CIV. 2004–443-89, 674
- Basingstoke v. Groot [2007] NZFLR 363, 65
- Carter Holt Harvey Ltd v. Genesis Power Ltd [2006] 3 NZLR 294 (HC) 61, 93
- Casata Ltd v. General Distributors Ltd [2006] 2 NZLR 721, 850, 851, 853, 854
- Coromandel Land Trust Ltd v. Milk Investment Ltd, High Court, Hamilton, NZ (28 May 2009), 535
- Danone v. Fonterra [2014] NZHC 1681, 93
- Klissers Farmhouse Bakeries Ltd v. Harvest Bakeries Ltd [1985] 2 NZLR 143, 503
- Marnell Corrao Associates Inc. v. Sensation Yachts Ltd (2000) 15 PRNZ 608, 169
- Methanex Motunui Ltd v. Spellman [2004] 3 NZLR 454; [2004] 1 NZLR 95, 527, 668, 672, 711
- Pathak v. Tourism Transport Ltd [2002] 3 NZLR 681, 146, 161, 168, 169
- Safe Kids in Daily Supervision Ltd v. McNeill [2010] NZHC 605; [2012] 1 NZLR 714, 353, 356, 361, 364, 366, 370, 447, 503, 505, 509
- Shady Express Ltd v. South Star Freightliner Ltd, judgment (14 March 2008), 820

- Todd Petroleum Mining Co. Ltd v. Shell (Petroleum Mining) Co. Ltd [2014] NZCA 507; [2015] 2 NZLR 180, 850, 851, 853
- Trustees of Rotoaira Forest Trust v. Attorney-Gen. [1999] 2 NZLR 452 (Comm.), CLOUT Case 658, 535, 878
- Nigeria**
- Murmansk State Steamship Line v. Kano Oil Millers Ltd (1974), 823
- Bendex Eng. v. Efficient Pet. (Nig.) [2001] 8 NWLR (Pt 715) 333, 199, 203
- City Engineering Nigeria Ltd v. Federal Housing Authority (1997) 9 NWLR (Pt 520) 224, 823
- NNPC v. Lutin Investment Ltd (2006) 2 NWLR (Pt 965) 506, 826
- Ogunwale v. Syrian Arab Republic [2002] 9 NWLR (Pt 771) 127, 200, 203
- Tulip Nigeria Ltd v. Noleggioe Transport Maritime SAS (2011) 4 NWLR (Pt 1237) 254, 823
- Peru**
- STC No. 1042–2011-PA/TC, 94
- STC No. 2945–2013-PA/TC, 94
- STC No. 4972–2006-PA/TC, 93
- STC No. 8448–2013-PA/TC, 93
- Philippines**
- Gonzalez v. Climax Mining Ltd, CLOUT Case 816, 301
- Transfield Philippines Inc. v. Luzon Hydro Corp., Philippines Supreme Court judgment (19 May 2006), 174, 514
- Poland**
- AL v. Spółka Akcyjna v. P, Katowice Court of Appeal, V ACz 1106/12, 16 January 2013, CLOUT Case 1465, 229, 251, 529
- Iwona G. v. A. Starosta i Wspólnicy spółka jawna w B, CLOUT Case 1467, 526
- Rzeszow Court of Appeal, reported in Kubas Kos Gałkowski, 342
- Portugal**
- A Coruña Provincial High Court, 27 June 2006, CLOUT Case 968, 669
- S, LDA and MJ v. A, SA and R SA, Case No. 477/11.8TBACN.C1, Coimbra Court of Appeal judgment (19 December 2012), 137
- Wall Street Institute de Portugal – Centro des Ingles SA WSI – Consultadoria e Marketing and Others v. Centro des Ingles Santa Barbara LDA, Judgment No. 311/2008 (30 May 2008), 153, 525, 532
- X v. Z, Case No. 170751/08.7YIPRT.L1.S1, Portuguese Supreme Court judgment (12 July 2011), 149
- Russian Federation**
- Case No. KG-A40/9109/09, Moscow Federal Arbitrazh Court ruling (21 September 2009), 151
- CLOUT Case 1347, VAS-8148/12, Judicial Division of the Supreme Commercial Court of the Russian Federation (VAS) (2012), 15

TABLE OF CASES

xcix

- CLOUT Case 1349, Judicial Division of the Supreme Commercial Court of the Russian Federation, 232
- CLOUT Case 643, Presidium of the Higher Arbitration Court of the Russian Federation, Decision No. 14548/04 (22 February 2005), 58
- CLOUT Case 148, Moscow City Court (10 February 1995), 303
- CLOUT Case 637, Presidium of the Supreme Court (24 November 1999), 303
- Federal Arbitrazh Court of North-Western District (cassation court), Case No. A42-6967/2008 (4 December 2009), 22
- Judicial Division of the Supreme Commercial Court of the Russian Federation, CLOUT Case 1348, 232
- Sokofl Star Shipping Co. Inc. v. GPVO Technopromexport, District Court of Moscow (Civil Department) (11 April 1997), (1998) XXIII YB Com. Arb. 742, 942
- Supreme Arbitrazh Court, Resolution 11535/13 (28 January 2014), Major Repairs and Construction Agency at the Health Department of Moscow v. ArbatStroy, 22
- Supreme Commercial Court of the Russian Federation, 20 July 2010, CLOUT Case 1352, 82, 291
- Supreme Court, 7 October 2015, A56-14627/2015, 908
- Tensbur Investment Inc. (BVI) v. Renaissance Capital Investment Management Ltd (BVI), 156
- Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Arbitration Proceeding 2/1995 (11 May 1997), 20
- Yukos Capital SARL (Luxembourg) v. OAO Tomskneft VNK (Russian Federation), Federal Arbitrazh Court, District of Tomsk, A67-1438/2010, 7 July 2010, (2010) XXXV YB Com. Arb. 435, 668, 876, 970
- Serbia
- CLOUT Case 1021, Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce T-4/05 (15 July 2008), 20
- Singapore
- AJU v. AJT [2011] SGCA 41, 893
- AKN v. ALC [2015] SGCA 18, 554
- ALC v. ALF [2010] SGHC 231, 723, 724
- Aloe Vera of America Inc. v. Asianic Food (S) Pte Ltd, High Court, Singapore (10 May 2006); [2006] SGHC 78; [2006] 3 SLR 174, 922, 937, 944, 953, 956, 967
- AMZ v. AXX [2015] SGHC 283, CLOUT Case 1660, 533, 878
- AQZ v. ARA [2015] SGHC 49, CLOUT Case 1535, 887
- Astro Nusantara Intl BV v. PT Ayunda Prima Mitra [2012] SGHC 212, 311
- AYH v. AYI and Another [2015] SGHC 300, 876

C

TABLE OF CASES

- Beijing Sinozonto Mining Investment Co. Ltd v. Goldenray Consortium (Singapore) Pte Ltd [2003] 3 SLR 130, 788
- Concordia Agritrading Pte Ltd v. Cornelder Hoogewerff, Singapore High Court judgment (13 October 1999), [1999] 3 SLR 618, 137
- Co-op Intl Pte Ltd v. Ebel SA [1998] 3 SLR 670, 554
- Denmark Skibstekniske Konsulenter A/S I Likvidation (formerly known as Knud E. Hansen A/S) v. Ultrapolis 3000 Investments Ltd (formerly known as Ultrapolis 3000 Theme Park Investments Ltd) [2010] SGHC 108, 924
- Dermajaya Properties Sdn Bhd v. Premium Properties Sdn Bhd and Another, [2002] 2 SLR 164, 554
- Doshion Ltd v. Sembawang Engineers and Constructors Pte Ltd [2011] SGHC 46, 784, 793
- Econ Corp. Intl Ltd v. Ballast-Nedam Intl BV [2002] SGHC 293, 174
- Evergreat Construction Co. Pte Ltd v. Presscrete Engineering Pte Ptd [2006] 1 SLR 634, 27, 904
- Five Ocean Corp. v. Cingler Ship Pte Ltd (PT Commodities & Energy Resources, intervener) [2015] SGHC 311, 515
- Front Carriers Ltd v. Atlantic & Orient Shipping Corp., High Court, Singapore, 19 July 2006, [2006] SGHC 127 [2006] 3 SLR(R) 854, 161
- Galsworthy Ltd v. Glory Wealth Shipping Pte Ltd, High Court, (2011) XXXVI YB Com. Arb. 329, 888
- Government of the Republic of the Philippines v. Philippine Intl Air Terminals Co. Inc. [2006] SGHC 206, 665
- Insigma Technology Co. Ltd v. Alstom Technology Ltd [2009] SGCA 24, 298
- Intl Coal Pte Ltd v. Kristle Trading Ltd [2008] SGHC 182, 922
- John Holland Pty Ltd aka John Holland Construction & Engineering Pty Ltd v. Toyo Engineering Corp. (Japan) [2001] 2 SLR 262, 554
- Kiyue Co. Ltd v. Aquagen Int'l Pte Ltd, [2003] SGHC 156, 788
- Larsen Oil and Gas Pty Ltd v. Petroprod (in official liquidation in the Cayman Islands and in compulsory liquidation in Singapore) [2011] SGCA 21, 967
- Luzon Hydro Corp. v. Transfield Philippines Inc. [2004] SGHC 204, 707, 708, 709
- LW Infrastructure Pte Ltd v. Lim Chin San Contractors Pte Ltd [2012] SGCA 57, 852
- Maldives Airports Co. Ltd and Republic of the Maldives v. GMR Malé Intl Airport Pte Ltd [2013] SGCA 16, CLOUT Case 1536, 334, 508
- Mitsui Engineering & Shipbuilding Co. Ltd v. Easton Graham Rush and Another (2004) SGHC 26; [2004] 2 SLR 14, 92, 254
- Mitsui Engineering and Shipbuilding Co. Ltd v. PSA Corp., Keppel Engineering Pte Ltd (2003) 1 SLR 446, 16, 17, 20, 21

TABLE OF CASES

ci

- NCC Intl AB v. Alliance Concrete Singapore Pte Ltd, Court of Appeal, Singapore, 26 February 2008, [2008] SGCA 5, [2008] 2 SLR(R) 565, 161, 167
- Ng Chin Siau and Others v. How Kim Chuan, Singaporean Court of Appeal judgment, [2007] 4 SLR 809; [2007] SGCA 46, 694, 696
- PT Asuransi Jasa Indonesia (Persero) v. Dexia Bank SA, CLOUT Case 742, [2006] SGCA 41; [2007] 1 SLR 597, 306, 309, 463, 643, 665, 872, 969
- PT First Media TBK v. Astro Nusantara Intl BV [2013] SGCA 57, 305, 895
- PT Garuda Indonesia v. Birgen Air (2002) 1 SLR 393, 573, 966
- PT Prima Intl Development v. Kempinski Hotels SA and other appeals [2012] 4 SLR 98; [2012] SGCA 35, 531, 629, 697, 876
- PT Pukuafu Indah and Others v. Newmont Indonesia Ltd and Another [2012] SGHC 187, CLOUT Case 1537, 326, 896
- PT Tri-MG Intra Asia Airlines v. Norse Air Charter Ltd, Singapore High Court judgment (12 January 2009), [2009] SGHC 13, 118
- PT Tugu Pratama Indonesia v. Magma Nusantara Ltd [2003] SGHC 204; [2003] 4 SLR (R) 257, 298, 312, 649
- Quanzhou Sanhong Trading Ltd Liability Co. Ltd v. ADM Asia-Pacific Trading Pte Ltd, Singapore High Court (2018) XLIII YB Com. Arb. forthcoming, 881
- Sembcorp Marine Ltd v. PPL Holdings Pte Ltd [2013] 4 SLR 193, 560
- Soh Beng Tee & Co. Pte Ltd v. Fairmount Development Pte Ltd [2007] 3 SLR (R) 86; [2007] 3 SGCA 28, CLOUT Case 743, 527, 550, 644, 723, 878
- Swift-Fortune Ltd v. Magnifica Marine [2006] 2 SLR 323; [2006] SGCA 42, 169, 175, 329, 515
- Tan Poh Leng Stanley v. Tang Boon Jek Jeffrey [2000] SGHC 26, 17
- Tay Eng Chuan v. United Overseas Insurance Ltd [2009] SGHC 193, 267, 850, 851
- Ting Kang Chung John v. Teo Hee Lai Building Constructions Pte Ltd and Others, [2010] SGHC 20, 267
- TMM Division Maritima SA de CV v. Pacific Richfield Marine Pte Ltd [2013] 4 SLR 972, 553
- Triulzi Cesare SRL v. Xinyi Group (Glass) Co. Ltd [2014] SGHC 220; [2015] 1 SLR 114, 502, 503, 876
- Vanol Far East Marketing Pte Ltd v. Hin Leong Trading Pte Ltd High Court, Singapore (1996), 17
- WSG Nimbus Pte Ltd v. Board of Control for Cricket in Sri Lanka, Singapore High Court judgment (13 May 2002), [2002] SGHC 104, 120
- South Africa
 Exploitatie- en Beleggingsmaatschappij Argonauten 11BV and Another v. Honig (649/2010) [2011] ZASCA 182, 470

Futura Footwear Ltd v. Salomon SAS (5459/2011) [2012] ZAKZDHC 68 (30 October 2012), 470

Lufuno Mphaphuli & Associates (Pty) Ltd v. Nigel Athol Andrews Bopanang Construction CC [2009] ZACC 6, CLOUT Case 1691, 529

Spain

Audiencia Provincial Civil de Madrid, Camimalaga, SAU v. DAF Vehiculos Industriales SAU, Decision No. 147/2013, 118

Audiencia Provincial de Murcia, 8 October 2009, SAP MU 1645/2009, 885

CLOUT Case 1421, Judgment No. 241/2006 (27 September 2006), Madrid Provincial High Court, 57

CLOUT Case 967, Madrid Provincial High Court (Section 19) Judgment No. 225/2006 (12 September 2006), 61, 66

D. Andrés v. Díez Carrillo S, Audiencia Provincial de Palma de Mallorca judgment (5 October 2006), rec. apel. 399/2006, 145

Fashion Ribbon Co., Inc. (US) v. Iberband, S (Spain), Spanish Supreme Court, (2005) XXX YB Com. Arb. 627, 905

Jaral Decoración, SL v. Peñasco Rodilla, SL, Madrid Court of Appeal, Spain (2 February 2007), Case No. 94/2007-7/2005, 956, 957

Madrid Court of Appeal, 4 March 2005, 86/2005–52/2005, 924

Madrid Provincial High Court (section 14), 21 June 2011, CLOUT Case 1420, 222

Madrid Provincial High Court, section 12, 30 June 2011, CLOUT Case 1419, 211

Madrid Superior Court of Justice, 28 January 2015, 212

Ms Cristina-Victoria Utrilla Utrilla (Spain) v. Explotaciones Mineras Justiniano Muñoz SL, Juzgado de lo Mercantil número 1 de Madrid, Spain (5 July 2006), 203

Murcia Court of Appeal (8 October 2009), Case No. 448/2009-161/2008, 958

Pueblo Film Distribution Hungary KFT (Hungary) v. Laurenfilm SA, Spanish Supreme Court judgment (31 May 2005), rec. 743/2003, 137

Rosso e Nero GastsättenbetriebsgmbH v. Almendra Industrial Catalana S.A. (ALISCA), (2007) XXXII YB Com. Arb. 597, 616

Rostock Proyectos, SL v. Técnicas Reunidas, Judgment of 13 June 2007, Madrid Provincial High Court, 218

TSJM judgements dated 17 September 2015 [PROV 2015, 242025], 23 October 2015 [JUR 2015, 301853] and 2 November 2016 [AC 2016, 1939], 843

Unión de Cooperativas Agrícolas Epis-Centre v. La Palentina SA, Supreme Court (17 February 1998), (2002) XXXVII YB Com. Arb. 533, 943

Union Générale de Cinéma SA v. X Y Z Desarrollos SA (2007) XXXII YB Com. Arb. 525, 75

Valencia Court of Appeal, 11 October 2005, 603/05, 924

Valencia Provincial High Court, 10 October 2006, CLOUT Case 965, 893

TABLE OF CASES

ciii

- Viza Automoción SAU v. Inser Robótica, SA (Superior Court of Justice of Galicia; 2 May 2012), 790
- Zaragoza Provincial High Court, 5 February 2010, CLOUT Case 1158, 78, 877
- Sweden
- AJ v. Ericsson AB (2007) NJA 841, 79
- Alcatel CIT SA v. Titan Corp. (2005) XXX YB Com. Arb. 139, 825
- American Pacific Corp. v. Sydsvensk Produktutveckling AB in Bankruptcy, 955
- Carpatsky Petroleum Corp. (Carpatsky II) case, decided by the Svea Court of Appeals, RH 2013:30, 80
- Soyak Intl Construction and Investment Inc. v. Hochtief AG [2009] NJA 128, 822
- State Oil Co. of the Republic of Azerbaijan (Socar) and Frontera Resources Azerbaijan Corp. (Frontera), RH 2009:55, 80
- Supreme Court, Case No. O 4227-06 (3 December 2008), 839
- Switzerland
- Bettydo SA v. Torriani, BGE 107, 752
- Case 4A_124/2014, 153
- Case 4A_178/2014, judgment (29 July 2014), 153, 525
- Case 4A_240/2009, 743, 757
- Case 4A_277/2017 (28 August 2017), 702
- Case 4A_348/2009 and 4A_69/2009, 75
- Case 4A_400/2008, ASA (2009 3 ASA Bull. 495, 535
- Case 4A_438/2013, judgment (27 February 2014), 131, 299
- Case 4A_452/2007, judgment (29 February 2008), 299
- Case 4A_564/2013, Swiss Federal Supreme Court judgment (14 May 2014), 536
- Case 4A_669/2012, Swiss Federal Supreme Court judgment (17 April 2012), 308, 536
- Compagnie de Navigation et Transports SA v. MSC Mediterranean Shipping Co. SA, BGE 121 II 38, 124
- D v. A (1992) ASA Bull. 381, 818
- Egemetal v. Fuchs, (2000) 18 ASA Bull., 705
- Hitachi Ltd v. SMS Schloemann Siemag AG, Swiss Federal Tribunal, 30 June 1994, (1997) ASA Bull. 99, 217
- TA G v. H Co., Re. (1997) ASA Bull. 316, 536
- X v. Z, Case No. 5A_754/2011 (2 July 2012), 616, 626
- Syria
- Fougerollem SA v. Ministry of Defence of the Syrian Arab Republic, Administrative Tribunal of Damascus (31 March 1988), (1990) XV YB Com. Arb. 515, 942
- Thailand
- Supreme Court, Case No. 7277/2549, 970
- Turkey
- 4th Civil Chamber of Turkish Supreme Court, judgment 15806/8615 (4 October 1973), 816

civ

TABLE OF CASES

Uganda

Fulgensius Mungereza v. Africa Central, Ugandan Supreme Court, [2004] UGSC 9, 148

Roko Construction Ltd v. Aya Bakery (U) Ltd [2007] UGHC 31, 165

SDV Transami Ltd v. Agrimag Ltd and Others, Kampala High Court, Commercial Division, Uganda, 19 June 2008, HCT-00-CC-AB-0002–2006, 867

Ukraine

JKX Oil & Gas Plc and Others v. State of Ukraine, Pechersk District Court, Kyiv. City, (2015) XL YB Com. Arb. 492, 887, 888

Ministry of Justice of Ukraine v. JKX Oil Plc and Others, Supreme Court, (2016) XLI YB Com. Arb. 581, 874

TNK-Ukraine LLC v. SRL TAT Gazgrup, Supreme Court of Ukraine Judgment No. 12178 (21 February 2007), 458

United States

A/S Siljestad v. Hideca Trading, Inc., 541 F. Supp. 58, 61 (SDNY 1981), 850

AAOT Foreign Economic Association (VO) Technostroyexport v. Intl Development and Trade Services. Inc., 139 F.3d 980 (2nd Cir. 1999), 247

Al Haddad Bros Enterprises Inc. M/S ‘Agapi’ and Diakan Love SA, 635 F. Supp. 205, 959

Altelecom SHA v. UNIFI Communications Inc., 2017 US Dist. LEXIS 82154 (SDNY 30 May 2017), 795, 796

Alzheimer’s Disease & Related Disorders Assn, Inc v. Alzheimer’s Disease & Related Disorders Assn of San Diego, Inc., No. 17-CV-1690-BTM-JLB, 2018 WL 1562012 (SD Cal. 29 March 2018), 328

Anhui Provincial Import and Export Corp. v. Hart Enterprises Intl, 888 F. Supp. 587 (1995), 69

Appalachian Reg’l Healthcare, Inc. v. Coventry Health & Life Ins. Co., 714 F.3d 424, 431 (6th Cir. 2013), 469

Application of Beattie (1962) 4 Storey 506, 180 A.2d 741, 547, 548

Arbitration Between Brazell v. American Color Graphics, 2000 WL 364997 (SDNY 2000), 90

Astoria Med. Group v. Health Ins. Plan of Greater NY, 11 NY 2d 128, 135 (NY 1962), 216

Auntie Anne’s, Inc. v. Wang, No. CV 14-01049 MMM (EX), 2014 WL 11728722, at *11 (CD Cal. 16 July 2014), 325

Baker Marine (Nig.) Ltd v. Chevron (Nig.) Ltd, Chevron Corp., Inc. and Others v. Danos and Curole Marine Contractors, Inc., United States Court of Appeals, (1999) XXIV YB Com. Arb. 909, 913

Baravati v. Josephthal, Lyon & Ross, Inc., 28 F.3d 704 (7th Cir. 1994), 547, 548

TABLE OF CASES

CV

- Barnes v. Jewels, No. CV144098ODWMRWX, 2016 WL 7238832, at *2 (CD Cal. 2 March 2016), 325
- Bayne v. Morris, 68 US (1 Wall.) 97, 99 (1863), 850
- Beaird Indus., Inc. v. Local 2297, Intl Union, 404 F.3d 942, 946 (5th Cir. 2005), 279
- Benjamin, Weill & Mazer v. Kors, 116 Cal. Rptr 3d 677, 232
- BG Group Plc v. Argentina, 134 S Ct 1198 (2014), 299
- BP Exploration Libya Ltd v. ExxonMobil Libya Ltd, 689 F. 3d 481 (5th Cir. 2012), 185
- Brandi-Dohrn v. IKB Deutsche Industriebank AG, 673 F.3d 76, 80 (2nd Cir. 2012), 730
- British American Insurance (Kenya) Ltd v. Matelec SAL, 2013 WL 5826183, 572
- Brown v. Witco Corp., 340 F.3d 209, 219 (5th Cir. 2003), 845
- Budejovicky Budvar, N.P. (Czech Republic) v. Czech Beer Importers, Inc. (US), (2007) XXXII YB Com. Arb. 780, 665
- Caminetti v. Pacific Mut. Life Ins. Co. of Cal., 22 Cal. 2d 386, 139 P.2d 930 (1943), 393
- Cape Flattery Ltd v. Titan Maritime LLC, 647 F.3d 914 (9th Cir. 2011), 129
- Carpenter v. Pomerantz, 634 NE 2d 587, 590 (Mass. App. 1994), 607
- Castaneda v. Palm Beach Resort Condominiums, 132 Nev. Adv. Op. 44 (2016), 558
- CEEG (Shanghai) Solar Science & Technology Co., Ltd v. Lumos LLC, n/k/a Lumos Solar LLC, United States Court of Appeals, Tenth Circuit, (2017) XLII YB Com. Arb. 607, 60, 873
- Cellular Radio Corp. v. Oki Am., 664 A.2d 357, 363 (DC 1995), 696
- Ceriale v. Amco Ins. Co., (1996) 55 Cal. Rptr 2d 685, 229
- Cheng-Canindin v. Renaissance Hotel Assocs (1996) 50 CA 4th 676, 549
- Chloe Z. Fishing Co. v. Odyssey Re. (London) Ltd, 109 F. Supp. 2d 1236, 1250 (SD Cal. 2000), 130, 134, 814
- Chromalloy Aeroservices and the Arab Republic of Egypt, In Re., 939 F. Supp. 906 (DC Cir. 1996), 864, 964
- Cia de Navegacion Omsil, SA v. Hugo Neu Corp., 359 F. Supp. 898, 899 (SDNY 1973), 216
- Collie v. Fergusson (1930) 281 US 52, 688
- Colonial Penn Ins. Co. v. Omaha Indem. Co., 943 F.2d 327 (3rd Cir. 1991), 850
- Compania Maritima Villa Nova SA v. Northern Sales Co. [1992] 1 FC 550, 881
- Comptek Telecomm v. IVD Corp., (1997) XXII YB Com. Arb. 905 (1997), 155
- Connick v. Suzuki Motor Co., Ltd, 675 NE 2d 584 (1996), 430
- Consorcio Rive, SA de CV (Mexico) v. Briggs of Cancun, Inc. (US) v. David Briggs Enterprises, Inc. (US), (2004) XXIX YB Com. Arb. 1160, 670

- Cook Industries, Inc. v. C. Itoh & Co. (America) Inc., 449 F.2d 106, 107–108 (2nd Cir. 1971), 247
- Coopers & Lybrand v. Superior Court (1989) 212 Cal. App.3d 524, 547
- Corporación Mexicana de Mantenimiento Integral, S. de RL de CV v. Pemex-Exploracion y Produccion, 962 F. Supp. 2d 642 (SDNY 2013), 913
- Crowley v. Local No. 82, Furniture & Piano, etc, 679 F.2d 978 (1982), 447
- Decapolis Grp., LLC v. Mangesh Energy, Ltd, No. 3:13-CV-1547-M, 2014 WL 702000 (ND Tex. 24 February 2014), 922
- DH Blair & Co. v. Gottdiener, 462 F.3d 95 (2nd Cir. 2006), 822
- Estate of Decamacho ex rel. Guthrie v. La Solana Care and Rehab, Inc., 316 P.3d 607 (Ariz. Ct App. 2014), 551
- Everspeed Enters. Ltd v. Skaarup Shipping Intl, 754 F. Supp. 2d 395 (D. Conn. 2010), 166
- First Inv. Corp. of the Marshall Islands v. Fujian Mawei Shipbuilding, Ltd, 858 F. Supp. 2d 658; 2012 WL 831536 (ED La. 2012), 185, 291, 816
- First Merchants Grp Ltd P'ship v. Fordham, No. CV094041764S, 2014 WL 3893065, at 8 (Conn. Super. Ct. 24 June 2014), 326
- Fisher v. AG Becker Paribas Inc., 791 F.2d 691 (9th Cir. 1986), 156
- Fong v. MGM Mirage Intern. Marketing, Inc., 381 P.3d 612, 128 Nev. 896 (2012), 563
- Foremost Yarn Mills, Inc. v. Rose Mills Inc., 25 FRD 9 (ED Penn., 1960), 90
- Forsythe Intl SA v. Gibbs Oil Co. of Texas, 915 F.2d 1017 (5th Cir. 1990), 696
- Four Seasons Hotels & Resorts BV v. Consorcio Barr, SA, 613 F. Supp. 2d 1362 (2009) 1369, 955
- Frontera Res Azer Corp. v. State Oil Co. of the Azer Republic, 582 F.3d 393, 397–398 (2nd Cir. 2009), 920
- Frontier Intl Shipping Corp. v. The Owners and all others interested in the ship ‘Tavros’ and Passport Maritime SA [2000] 2 FC 445, 165, 166, 174
- Glass, Molders v. Excelsior Foundry Co., 56 F.3d 844, 846–847 (7th Cir. 1995), 839
- Glencore Grain Rotterdam BV v. Shivnath Rai Harnarain Co. 284 F.3d 1114, 1121 (9th Cir. 2002), 920
- Global Reinsurance Corp – US Branch v. Argonaut, 2008 WL 1805459 (SDNY 2008), 923
- Green v. State, 301 Ga. App. 866, 689 SE 2d 132 (2010), 393
- GT Leach Builders LLC v. Sapphire VP LC (Tex. 2015), 158
- Gutierrez v. Wells Fargo Bank, 704 F.3d 712, 720–721(9th Cir. 2012), 156
- Hall Street Associates, LLC v. Mattel, Inc., 128 S. Ct 1396 (2008), 548
- Har-Mar Inc. v. Thorsen and Thorsen Inc., 218 NW 2d 751 (Minnesota, 1974), 607
- Haworth v. Superior Court, 112 Cal. Rptr 3d 853, 233

TABLE OF CASES

cvii

- Henavie v. New York Cent. & HRR Co. 154 NY 278, 48 NE 525 (1897), 390
 Hooper v. Advance America, Cash Advance Centers of Mo., Inc., 589 F.3d 917, 921
 (8th Cir. 2009), 156
 Houston Ref. LP v. United Steel, Paper & Forestry, Rubber, Mfg, 765 F.3d 396, 411
 (5th Cir. 2014), 279
 Howard Appel and Others, Plaintiffs, v. Concierge Auctions, LLC, and Others,
 Defendants, No. 17-CV-02263-BAS-MDD, 2018 WL 1773479, 34
 Howsam v. Dean Witter Reynolds Inc., 537 US 79, 84 (2002), 157, 551
 HSMV. Corp. v. ADI LRD, Central District Court for California, 8 November 1999,
 72 F. Supp. 2d 1122 (CD Cal. 1999), 209, 232
 Hush v. Reaugh, 23 F. Supp. 646 (1938), 430
 Ilios Shipping & Trading Corp. v. American Anthracite & Bituminous Coal
 Corp., 148 F. Supp. 698, 700 (SDNY), *aff'd*, 245 F.2d 873 (2nd Cir.
 1957), 247
 Intel Capital v. Shan Yi, United States District Court, Eastern District of Michigan,
 Case No. 15-mc-50406, 876
 Intel Corp. v. Advanced Micro Devices, Inc., 542 US 241 (2004), 730
 Intl Alliance of Theatrical Stage Employees, etc. v. Laughon, 14 Cal. Rptr 3d
 341, 233
 Intl Standard Electric Corp. v. Bridas Sociedad Anonima Petrolera Industrial v.
 Comercial, 745 F Supp. 172 (SDNY, 1990), 75
 Island Creek Coal Sales Co. v. City of Gainesville, 729 F.2d 1046 (6th Cir. 1984), 463
 Jacobovitz, In re. will of, 295 NYS 2d 527 (1968), 126
 Jen-Weld Inc. v. Superior Court, 146 Cal. App. 4th, 536 (2007), 148
 John Wiley & Sons, Inc. v. Livingston, 376 US 543 (1964), 551
 Kahn Lucas Lancaster Inc. v. Lark Intl Ltd, 186 F.3d 210 (2nd Cir. 1999), 133
 Kemiron Atlantic Inc. v. Aguakem Intl Inc., 290 F.3d 1287 (11th Cir. 2002), 148
 Kleimar NV, In Re Ex Parte Application of, No. 16-MC-355, 2016 WL 6906712
 (SDNY, 16 November 2016), 730
 Kurti v. Fox Valley Radiologists, Ltd 124 Ill. App. 3d 933, 938 (1984), 430
 La Serena Properties, LLC v. Weisbach, 112 Cal. Rptr 3d 597, 233
 La Vale Plaza, Inc. v. R.S. Noonan, Inc., 378 F.2d, 573, 850
 Laidlaw v. Organ, 15 US (2 Wheat.) 178 (1817), 429
 Lane v. Francis Capital Mgmt. LLC, 168 Cal. Rptr 3d 800 (2014), 34
 LaPine Technology Corp. v. Kyocera Corp., 130 F.3d 884 (9th Cir. 1997), 547
 Larkins v. Hudson Waterways Corp. (1981) 640 F.2d 997, 688
 LG Electronics, Inc. v. InterDigital Communications, Inc., 114 A.3d 1246 (Del. 2015),
 559, 561, 563
 Local P-9, United Food & Commercial Workers Intl Union v. George A. Hormel &
 Co., 776 F.2d 1393, 1394 (8th Cir. 1985), 850
 Mahnke v. Superior Court (2009) 103 Cal. Rptr 3d 197, 225
 McLean Homes South East Ltd v. Blackdale Ltd, (2001) WL 1560746, 851

- McWane Cast Iron Pipe Corp. v. McDowell, 263 A.2d 281 (Del. 1970), 561
 Mead Johnson & Co. v. Lexington Ins. Co., Dkt No. 3:11-cv-43-RLY-WGH (SD
 Indiana September 2011), 923
 Mechanised Construction of Pakistan Ltd v. American Construction Machinery
 & Equipment Corp. (ACME), 828 F.2d 117, (1990) XV YB Com. Arb.
 539, 688
 Michael D. Castro v. Tri Marine Fish Co., LLC, and Others (WD Wash.) (2018) XLIII
 YB Com. Arb., forthcoming, 873
 Michael M. Pfeifle v. Chemoil Corp. (2003) Fed. App'x 720, 822
 Missouri, K. & T. Ry. Co. v. Missouri Pac. Ry Co., 103 Kan. 1 175, 97, 103 (Mem.),
 428, 467
 Mullins v. Tennessee, 294 SW 3d 529, Supreme Court of Tennessee (2009), 393
 Murray v. Carrier (1986) 106 US 2639, 688
 Natl Wrecking Co. v. Intl Bhd of Teamsters, 990 F.2d 957 (7th Cir. 1993), 75
 Ocean Warehousing BV v. Baron Metals and Alloys Inc. 157 F. Supp. 2d 245 (SDNY
 2001), 910
 Oceanic Transport Corp. v. Alcoa Steamship Co., 129 F. Supp. 160, 161 (SDNY
 1954), 90
 Office & Prof'l Emps. Intl Union, Local No. 471 v. Brownsville Gen. Hosp., 186 F.3d
 326 331 (3rd Cir. 1999), 840
 Offshore Expl. & Prod., LLC v. Morgan Stanley Private Bank, NA, 626 Fed App'x 303,
 307 (2nd Cir. 2015), 326
 Ottley v. Schwartzberg, 819 F.2d 373, 376 (2nd Cir. 1987), 547, 850
 Pacific Reinsurance Management Corp. v. Ohio Reinsurance Corp., 935 F.2d 1019
 (9th Cir. 1991), 463, 470
 Parsons and Whittemore Overseas Co. Inc. v. Société Générale De L'industrie Du
 Papier (Rakta), and Bank of America, 508 F.2d 969 (2nd Cir. 1974), 489
 Perini Corp. v. Great Bay Hotel & Casino, Inc., 129 NJ 479 (1992), 548
 Preferred Masonic Mutual Accident Association of America v. John H. Jones, 60 Ill.
 App. 106 (1894), Appellate Court of Illinois, 390
 Pricol Ltd v. Johnson Controls Enterprise Ltd, 2014 WL 10246915, 576
 Publicis Communication v. True North Communications, Inc., 206 F.3d 725 (2nd
 Cir. 2000), 463, 809, 838
 Qingdao Free Trade Zone Genius Intl Trading Co. v. P & S Intl, Inc., 2009 US Dist.
 LEXIS 85949, 11–12 (D. Or., 16 September 2009), 615, 623
 Radetsky v. Ferris Baker Watts, Inc., 2008 WL 4985849 (DC 2008), 696
 Raisler Corp. and New York City Housing Authority and Others and
 A. Rosen & Son and Others, In the Matter of the Arbitration between, 32 NY2d
 274 (1973), 740
 S. de R.L. de C.V. v. Pemex-Exploracion y Produccion, 962 F. Supp. 2d 642 (SDNY
 2013), 90

TABLE OF CASES

cix

- S. Seas Navigation Ltd of Monrovia v. Petroleos Mexicanos of Mex. City, 606 F. Supp. 692 (SDNY 1985), 326
- Schoneberger v. Oelze, 96 P.3d 1078 (Ariz. 2004), 124
- SCL Basilisk AG v. Agribusiness United Savannah Logistics LLC, 875 F.3d 609 (11th Cir. 2017), 317
- Security Insurance Co. of Hartford v. TIG Insurance Co., 360 F.3d 322 (2nd Cir. 2004), 547
- Security Life Ins. Co. of America 228 F.3d 865 (US Court of Appeals, 8th Circuit, 2000), 90
- Shipping Co., Ltd v. Ferruzzi Trading USA Inc., 56 F.3d 394 (1995), 469
- Shirley v. Birch, 16 Or. 1, 18 Pac. 344 (1888), 390
- Slaney v. Intl Amateur Athletics Association, 244 F.3d 580 (7th Cir. 2001), 135
- Son Shipping Co. v. DeFosse and Tanghe, 199 F.2d 687 (2nd Cir 1952), 607
- Sperry Intl Trade Co. v. Government of Israel, 689 F.2d 301 (2nd Cir. 1982), 334
- Sphere Drake Insurance Plc v. Marine Towing Inc., 16 F.3d 666 (5th Cir. 1994), 133
- Stansbury v. Hopkins Hardwoods, Inc. US District Court, WD Kentucky, Owensboro Div. 24 June 2016, 469
- Stanton v. Paine Webber, 685 F. Supp. 1241 (SD Fla. 1988), 90
- Stark v. Sandberg, Phoenix & von Gontard, PC, 381 F.3d 793 (8th Cir. 2004), 822
- State v. Chesson, 948 So.2d 566, 568, Ala. Civ. App. (2006), 394
- Stef Shipping Corp. v. Norris Grain Co., 209 F. Supp. 249 (SDNY 1962), 216
- Stemcor USA Inc. v. CIA Siderurgica Do Para Cosipar, 870 F.3d 370 (5th Cir. 2017), 165, 166
- Stephen Blumenthal and Les Fein v. Merrill Lynch, Pierce, Fenner & Smith, Inc., 910 F.2d 1049 (2nd Cir., 1990), 441
- Submersible Sys., Inc. v. Tokio Marine Europe Ins. Ltd, No. CV 14–513, 2015 WL 13065641 (WD La. 14 January 2015), 572
- Supreme Oil Co., Inc. v. Abondolo, 568 F. Supp. 2d 401 (SDNY 2008), 558
- Susanville Indian Rancheria v. Leavitt, 2007 WL 662197 (ED Cal.), 335
- T. Co. Metals, LLC v. Dempsey Pipe & Supply, Inc., 2010 US App. LEXIS 893 (2nd Cir., 14 January 2010), 840
- Team Scandia, Inc. v. Greco, 6 F. Supp. 2d 795 (SD Ind. 1998), 547
- Teamsters Local 312 v. Matlack, Inc., 118 F.3d 985, 991 (3rd Cir. 1997), 850
- Threlked & Co. Inc. v. Metallgesellschaft Ltd (London), 923 F.2d 245 (2nd Cir. 1991), 129
- Tony Do v. CashCall, Inc., SACV 13–01242 JVS (RNBx), 2013 WL 12116340, (CD Cal., 2013), 34
- Toyo Tire Holdings of Americas, Inc. v. Continental Tire North America, Inc., 609 F.3d 975, 980 (9th Cir. 2010), 325
- Trade & Transp., Inc. v. Natural Petroleum Charterers Inc., 931 F.2d 191, 195 (2nd Cir. 1991), 840, 850

- Transocean Offshore Gulf of Guinea VII Ltd v. Erin Energy Corp., 2018 US Dist. LEXIS 39494 (SD Tex. 12 March 2018), 795, 796
- UHC Management Co. Inc. v. Computer Sciences Corp., 148 F.3d 992 (9th Cir. 1998), 547
- United States Trustee v. Halishak (In re. Halishak), 337 BR 620 (Bankr. ND Ohio 2005), 430
- United States v. Jones (2012) 505 Fed. Appx 192, 468
- United States v. Quillen, 468 F. Supp. 480, 428, 467
- United States v. Sperry Corp., 493 US 52 (1989), 795
- United Steelworkers of America v. Enterprise Wheel Car Corp., 363 US 593 (1960), 822
- Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Junior University, 489 US 468 (1989), 547
- Voyles v. McKinney, 283 Ga. 169, 657 SE 2d 193 08 FCDR 71 (2008), 394
- Wagner Construction Co. v. Pacific Mechanical Corp., 157 P.3d 1029 (Cal. 2007), 607
- Wallace v. Buttar, 378 F.3d 182 (2nd Cir. 2004), 822
- Wiseley v. Amazon.com, Inc., 709 Fed. Appx 862 (9th Cir. 2017), 34
- Yasuda Fire & Marine Insurance Co. of Europe v. Continental Casualty Co., 37 F.3d 345 (7th Cir. 1994), 463
- Zhenhua Logistics (Hong Kong) Co. v. Metamining, Inc., No. C-13-2658 EMC, 2013 WL 3360670, 2 (ND Cal. 3 July 2013), 317, 413
- Venezuela
- Procter & Gamble de Venezuela, SA, In the matter of, Constitutional Court of the Supreme Justice Tribunal, 253
- Supreme Justice Tribunal, decisions No. 1,541/2008, No. 462/2010, No. 1,067/2010 and No. 1,773/2011, 94

International Cases

- International Arbitral Awards (Institutional and Ad Hoc)
- Al-Haddad Commodities Corp. (US) v. Toepfer Asia Pte, Ltd (Singapore), (2008) XXXIII YB Com. Arb. 944, 669
- Al-Warraq v. Indonesia, Final Award of 15 December 2014, 35
- American Independent Oil Co. Inc. (Aminoil) v. Government of the State of Kuwait [1982] 21 ILM 976, 629
- Ariel Frenae v. Enrique Martin Lutteroth Valle and Others (2014) XXXIX YB Com. Arb. 559, 149
- British Petroleum Co. Ltd (Libya) v. Libya (1982) 17 ILM 14, 744
- Cairo Regional Center for Commercial Arbitration Rules
- Cairo Regional Center for Intl Commercial Arbitration, Award No. 1/1994 (31 October 1995), CLOUT Case 786, 570, 620

TABLE OF CASES

cxi

- Cairo Regional Center for Intl Commercial Arbitration, decision of 25 March 1996, CLOUT Case 785, 228
- Cairo Regional Center for Intl Commercial Arbitration, No. 497/2006 (17 February 2006), CLOUT Case 779, 780
- Canfor Corp. v. USA, Decision on the Place of Arbitration, Filing of a Statement of Defence and Bifurcation of the Proceedings (UNCITRAL) (23 January 2004), 825
- CAS 2008/A/1700 and 1710, DRV eV v. FEI & Ahlmann and Ahlmann v. FEI, Award of 30 April 2009, 616
- CAS 2011/A/2325, UCI v. Paulissen & RLVB, Award (23 December 2011), 619
- Chevron Corp. (USA) and Texaco Petroleum Corp. (USA) v. Republic of Ecuador (UNCITRAL), First Interim Award on Interim Measures (25 January 2012); Second Interim Award on Interim Measures (16 February 2012), 408
- Chevron Corp. v. Ecuador, Partial Award on Merits (20 March 2010), 617
- Chevron Corp. and Texaco Petroleum Co. v. Republic of Ecuador, Second Interim Award on Interim Measures PCA Case No. 2009–23 (16 February 2012), 429
- CLOUT Case 895 (Centre for Arbitration and Dispute Resolution, Uganda, 17 March 2006), Case No. 01/06, 110
- CLOUT Case 896 (Centre for Arbitration and Dispute Resolution, Uganda, 30 January 2006), Case No. 07/05, 110
- CLOUT Case 897 (Centre for Arbitration and Dispute Resolution, Uganda, 30 September 2005), Case No. 03/05, 110
- CLOUT Case 898 (Centre for Arbitration and Dispute Resolution, Uganda, 23 May 2005), Case No. 05/04, 110
- CLOUT Case 899 (Centre for Arbitration and Dispute Resolution, Uganda, 26 November 2004), Case No. 09/04, 110
- CLOUT Case 900 (Centre for Arbitration and Dispute Resolution, Uganda, 15 July 2004), Case No. 10/04, 110
- CLOUT Case 1449 (Russia), 548, 887
- CME Czech Republic BV v. Czech Republic, Final Award under UNCITRAL Rules (14 March 2003), 752
- Contractor (European Country), Contractor (Middle Eastern Country) v. Owner (Middle Eastern Country), Final Award, ICC Case No. 4629 [1989], (1993) XVIII YB Com. Arb. 15, 711
- Dawood Rawat v. Republic of Mauritius, PCA Case 2016–20, Order regarding Claimant’s and Respondent’s requests for interim measures, 11 January 2017, 416
- Dow Chemical France, The Dow Chemical Co. and Others v. ISOVER Saint Gobain, Interim Award, ICC Case No. 4131, 23 September 1982, 581
- Engineering Co. v. Engineering Co., Producer, Final Award, ICC Case Nos 6515 and 6516 (1994), 298
- Government of Sudan v. The Sudan People’s Liberation Army/Movement [Abyei arbitration], PCA, Final Award (22 July 2009), 183
- Guinea/Guinea Bissau maritime boundary arbitration (1986) 25 ILM 251, 752

- Himpurna California Energy Ltd v. Indonesia, final award (16 October 1999), [2000] XXV YB Com. Arb. 186, 185, 816
- Himpurna California Energy Ltd v. Indonesia, Interim Award of 16 October 1999, (2000) 25 YB Com. Arb. 112, 291
- IBM/Fujitsu Arbitration, 186
- ICAC, Latvian v. Russian Co., 781
- ICC Case 10047, 740
- ICC Case 10663, 869
- ICC Case 16426, 790
- ICC Case 3892, 335
- ICC Case 3896, 335
- ICC Case 4381, 868
- ICC Case 4998, 409
- ICC Case 4998 (1986), Partial Award, 113 Clunet 1139, 321
- ICC Case 5803, 868
- ICC Case 6476, 868
- ICC Case 6497, 710, 714
- ICC Case 7319, 740
- ICC Case 7373, 868
- ICC Case 7862, 624
- ICC Case 8264, 712
- ICC Case 8786, 340
- ICC Case 9875, 621, 622
- ICC Case 9899, 868
- Jiangsu Changlong Chemicals, Co., Inc. (PR China) v. Burlington Bio-Medical & Scientific Corp. (US), (2006) XXXI YB Com. Arb. 1316, 670
- Konsortium Oeconomicus v. Czech Republic, Decision for termination of the Proceedings (2011), 690
- Lehigh Valley Railroad Co., Agency of Canadian Car and Foundry Co., Ltd, and Various Underwriters (United States) v. Germany (Sabotage Cases) (1931) 24 *Am. J. Int. L.* 142, 712
- Liamco v. Libya (1982) 62 ILR 140, 744
- Natl Grid Plc v. Repub. of Argentina, Decision on the Challenge to Mr Judd L. Kessler in LCIA Case No. UN 7949 of 3 December 2007, 217
- Petroleum Development (Trucial Coasts) Ltd v. Sheikh of Abu Dhabi (1951) 18 ILR 144, 741
- Ruler of Qatar v. Marine Oil Co. Ltd (1953) 20 ILR 534, 741
- Saudi Arabia v. ARAMCO (1963) 27 ILR 117, 614, 741
- SD Myers v. Government of Canada, UNCITRAL, Procedural Order No. 17 (26 February 2001), 716
- SEEE v. Yugoslavia (1974) *Rev. Arb.* 318, 826

TABLE OF CASES

cxiii

- Sergei Paushok, CJSC Golden East Co. and CJSC Vostokneftegaz Co. v. Government of Mongolia, Order on Interim Measures, 2 September 2008, 415
 SIAC Arb. No. 21 of 1995 (4 October 1995), 198
 SMG Swedish Machine Group v. Swedish Machine Group (1993) XVIII YB Com. Arb. 457, 155
 Société Norsolor v. Société Pabalk Ticaret Circeti award, (1984) YB Com. Arb. 109, 742
 South American Silver Ltd v. Bolivia (UNCITRAL), Procedural Order No. 10 (11 January 2016), 408
 Texas Overseas Petroleum Co. and California Asiatic Oil Co. (Texaco) v. Libya (1982) 62 ILR 140, 744
 Yukos Universal Ltd (Isle of Man) v. Russian Federation, PCA Case No. AA 227, 885
 Finnish Licensor v. Australian Licensee, 112 JDI 966 (1985), 607
 Trust Oil v. NANA SAL off shore No. 5-G01-92 and 5-G01-144, 703
- CJEU
- Belov v. CHEZ Elektro Bulgaria and Others, Case C-394/11, CJEU judgment (31 January 2013), 525
 Bernard Denilauler v. SNC Couchet Frères, Case 125/79, ECLI:EU:C:1980:130, 341
 Denuit and Cordenier v. Transorient-Mosaïque Voyages et Culture SA, Case C-125/04, [2005] ECR I-00923, 525
 Eco Swiss China Time Ltd v. Benetton Intl NV, Case C-126/97, ECLI:EU:C:1999:269, 895, 908
 ‘Gazprom’ OAO v. Lietuvos Respublika, Case C-536/13, ECLI:EU:C:2015:316, 336, 907
 Merck Canada v. Accord Healthcare Ltd and Others, Case C-555/13, CJEU judgment (13 February 2014), 525
 Nordsee Deutsche Hochseefischerei GmbH v. Reederei Mond Hochseefischerei Nordstern AG and Others, Case 102/81, [1982] ECR 1095, 525, 528
 ProRail BV v. Xpedys NV and Others, Case C-332/11, ECLI:EU:C:2013:87, 583
 Swaddling v. Adjudication Officer, Case C-90/97, [1999] 2 FLR 184
 Van Uden Maritime BV, trading as Van Uden Africa Line v. Kommanditgesellschaft in Firma Deco-Line and Another, Case C-391/95, ECLI:EU:C:1998:543, 341
- ECtHR
- Andelković v. Serbia, App. No. 1401/08, ECtHR judgment (9 April 2013), 532
 Barać and Others v. Montenegro [2011] ECHR 2101, 532
 Beer v. Austria, App. No. 30429/96, ECtHR judgment (6 February 2001), 531
 Beian v. Romania (No. 1), App. No. 30658/05, judgment (6 December 2007), 533
 Bochan v. Ukraine (No. 2), App. No. 22251/08, ECtHR (5 February 2015), 532
 Bramelid and Malstrom v. Sweden (1983) 5 EHRR 249, 526
 Centro Europa 7 Srl and Di Stefano v. Italy (2012) ECHR 974, 531

- Clinique des Acacias and Others v. France, App. No. 65399/01, ECtHR judgment (13 October 2005), 531
- Deweere v. Belgium (1979–80) 2 EHRR 439, 522
- Dombo Beheer BV v. Netherlands (1994) 18 EHRR 213, 522, 531
- Donadze v. Georgia, App. No. 74644/01, ECtHR judgment (7 March 2006), 534
- Dulaurans v. France (2001) 55 EHRR 45, 532
- García Ruiz v. Spain [GC], (1999) 31 EHRR 589, 531, 532
- H v. Belgium (1987) 10 EHRR 339, 534
- Immeubles Groupe Kosser v. France, App. No. 38748/97, ECtHR judgment (9 March 1999), 530
- KS v. Finland, App. No. 29346/95, ECtHR judgment (31 May 2001), 531
- Khamidov v. Russia [2007] ECHR 928, 532
- Klausecker v. Germany [2015] EHRR SE8, 522
- Kraska v. Switzerland, App. No. 13942/88, ECtHR judgment (19 April 1993), 534
- Krčmář and Others v. Czech Republic, App. No. 35376/97, ECtHR judgment (2 May 2000), 530
- Lithgow and Others v. UK (1986) 8 EHRR 329, 522, 667
- Lupeni Greek Catholic Parish and Others v. Romania [GC], [2016] ECHR 1061, 532, 533
- Mirolubovs and Others v. Latvia, App. No. 798/05, ECtHR judgment (15 September 2009), 530
- Moreira de Azevedo v. Portugal (1991) 13 EHRR 721, 531
- Nideröst-Huber v. Switzerland (1998) 25 EHRR 709, 531
- Osmo Suovaniemi and Others v. Finland, App. No. 31737/1996, Decision (23 February 1999), 55, 153, 526
- Pellegrini v. Italy (2002) 35 EHRR 2, 531
- Perez v. France (2005) 40 EHRR 39, 532, 534
- Pocius v. Lithuania, App. No. 35601/04, ECtHR judgment (6 July 2010), 531
- Şahin and Şahin v. Turkey [GC], App. No. 13279/05, ECtHR judgment (20 October 2011), 532
- Steel and Morris v. United Kingdom (2005) 41 EHRR 22, 532
- Stran Greek Refineries and Stratis Andreadakis v. Greece (1994) 19 EHRR 293, 529
- Tabbane v. Switzerland (2016) ECHR 109, 522
- Transado-Transportes Fluviais do Sado v. Portugal, App. No. 35943/02, ECtHR judgment (16 December 2003), 528
- Užkauskas v. Lithuania, App. No. 16965/04, ECtHR judgment (6 July 2010), 531
- Van de Hurk v. Netherlands (1994) 18 EHRR 481, 534
- Vardanyan and Nanushyan v. Armenia, App. No. 8001/07, ECtHR judgment (27 October 2016), 532
- Wierzbicki v. Poland (2004) 38 EHRR 38, 531
- X v. Germany, App. No. 1197/1961, Decision (5 March 1962), 55, 153, 526
- Yvon v. France (2005) 40 EHRR 4, 531, 532

TABLE OF CASES

CXV

ICJ

- Aerial Incident of 10 August 1999 (Pakistan v. India), Jurisdiction, (2000) ICJ Rep. 12, 46
- Border and Transborder Armed Actions (Nicaragua v. Honduras), Judgment, (1988) ICJ Rep. 69, 77
- Certain Activities Carried out by Nicaragua in the Border Area (Costa Rica v. Nicaragua), Request for the modification of the Order of 8 March 2011, ICJ, Order of 16 July 2013, 405
- Corfu Channel (United Kingdom v. Albania) [1949] ICJ Rep. 4, 706
- Gulf of Maine case (Delimitation of the Maritime Boundary in the Gulf of Maine Area) (Canada v. USA), (1984) ICJ Rep. 246, 46
- Israeli Wall Advisory Opinion (Legal Consequences from the Construction of a Wall in the Occupied Palestinian Territory), (2004) ICJ Rep. 136, 46
- North Sea Continental Shelf Cases (FRG v. Netherlands, FRG v. Denmark) [1969] ICJ Rep. 3, 752
- Nuclear Tests case (Australia v. France), (1974) ICJ Rep. 253, 46, 77

ICSID

- Apotex Holdings Inc. and Apotex Inc. v. USA [Apotex III], ICSID Award, 25 August 2014, 811
- Blue Bank & Trust (Barbados) v. Bolivarian Republic of Venezuela, ICSID Case No. ARB/12/20, Decision on the Challenge to José Maria Alonso, 12 November 2013, 217, 231
- BSG Resources Ltd, BSG Resources (Guinea) Ltd and BSG Resources (Guinea) SARL v. Republic of Guinea, ICSID Case No. ARB/14/22, Procedural Order No. 3 of 25 November 2015, 321
- Caratube Oil Co. LLP and Devincci Salah Hourani v. Republic of Kazakhstan, ICSID Case No. ARB/13/13, 557
- ConocoPhillips Petrozuata BV, and Others v. Bolivarian Republic of Venezuela, ICSID Case No. ARB/07/30, Decision on Jurisdiction and the Merits, 3 September 2013, 557
- Fraport AG Frankfurt Airport Services Worldwide v. Republic of the Philippines, ICSID Case No. ARB/03/25, 220
- Hrvatska Elektroprivreda d.d. v. Republic of Slovenia, ICSID Case No. ARB/05/24, 220
- Hydro Srl and Others v. Republic of Albania, ICSID Case No. ARB/15/28, Procedural Order on Provisional Measures of 3 March 2016, 320
- Libananco Holdings Co. Ltd v. Republic of Turkey, ICSID Case No. ARB/06/8, Decision on Preliminary Issues, 23 June 2008, 558
- Liberian Eastern Timber Corp. (Letco) v. Government of the Republic of Liberia, ICSID Case No. ARB/83/2, Award, 31 March 1986, 693

- Marvin Feldman v. Mexico, ICSID Case No. ARB(AF)/99/1, Award, 16 December 2002, (2003) 42 ILM 625, 432
- Menzies Middle East and Africa SA and Aviation Handling Services Intl Ltd v. Senegal, ICSID Case No. ARB/15/21, Procedural Order No. 2 of 2 December 2015, 320
- Metal-Tech v. Uzbekistan, ICSID Case No. ARB/10/3, Award, 4 October 2013, 35 Methanex Corp. v. United States of America, 558, 569, 619, 826
- Millicom Operations BV and Sentel GSM SA v. Republic of Senegal, ICSID Case No. ARB/08/20, Decision on the Application of Provisional Measures, 9 December 2009, 402
- Perenco v. Ecuador, ICSID Case No. ARB/08/6, Interim Decision on the Environmental Counterclaim, 11 August 2015, 35
- Repsol v. Argentine Republic, ICSID Case No. ARB/12/38, Decision on the Request for Disqualification of the Majority of the Tribunal, 13 December 2013, 231
- RSM Production Corp. v. Saint Lucia, ICSID Case No. ARB/12/10, Decision on St Lucia's Request for Security for Costs, 13 August 2014, 321, 337, 470
- RSM Production Corp. v. Saint Lucia, ICSID Case No. ARB/12/10, Decision on Saint Lucia's Request for Provisional Measures, 12 December 2013, 416
- Saipem SpA v. People's Republic of Bangladesh, ICSID Case No. ARB/05/7, Decision on Jurisdiction and Recommendation on Provisional Measures, 21 March 2007, 231
- SARL Benvenuti et Bonfant v. Congo, ICSID Award, 8 August 1980, 750
- Spyridon Roussalis v. Romania, ICSID Case No. ARB/06/1, Award, 7 December 2011, 35
- TWC Inc. v. Dominican Republic, Procedural Order No. 2, 15 August 2008, 619
- United Utilities (Tallinn) BV and Aktsiaselts Tallinna Vesi v. Estonia, ICSID Case No. ARB/14/24, Decision – Respondent's Application for Provisional Measures, 12 May 2016, 320
- Urbaser SA and Consorcio de Aguas Bilbao Bizkaia, Bilbao Biskaia Ur Partzuergoa v. Argentine Republic, ICSID Case No. ARB/07/26, Award, 8 December 2016, 35, 231
- Victory Pey Casado v. Chili, Decision sur les Mesures Conservatoires sollicitées par les Parties dans l'Affaire, ICSID Case No. ARB/98/2, 25 September 2001, 402
- Iran–US Claims Tribunal
- Case A/1 (Issue II), Decision (14 May 1982), 787
- Decision No. DEC 116-A15(IV) and A24-FT, 328
- Richard Harza and Others v. Islamic Republic of Iran, [1983] Case No. 97, Interlocutory Award No. 14-97-2, 716
- Rockwell Intl Systems Inc. v. Government of the Islamic Republic of Iran (The Ministry of Natl Defence), Award No. 438-430-1, (1990) XV YB Com. Arb. 239-240, 712
- Starrett Housing Corp. v. Iran [1987] 16 Iran–US CTR 196, 706

TABLE OF LEGISLATION

Argentina

Ley de Arbitraje Comercial Internacional, 244, 465

Australia

Commercial Arbitration Acts, 243, 249, 382, 448, 497, 555

Evidence Act 2008

s. 135, 557

International Arbitration Act 1974, 104, 352, 436, 497

s. 2(a), 548

s. 8(7)(a), 967

s. 16, 351

s. 16(1), 498

s. 18, 103

s. 18(3), 511

s. 18B, 382

s. 19, 498

s. 21, 554

Sch. 2, 352, 636

New South Wales Commercial Arbitration Act

Art. 17G, 448

New South Wales Electronic Transactions Act 2000, 69

Austria

Arbitration Law, 102

Code of Civil Procedure

s. 585, 520

s. 586(1), 180

s. 586(2), 182

s. 603, 749

s. 604, 767

Enforcement Act, 409

Belgium

Judicial Code, 22, 214, 338, 448

Art. 578–583, 22

Art. 1676(5), 22

- Art. 1681(3), 182
- Art. 1684, 30, 891
- Art. 1689(1), 290
- Art. 1691, 334, 338
- Art. 1693(1), 550
- Art. 1695, 448
- Art. 1712, 779
- Patents Act, 914
- Bermuda
 - International Conciliation and Arbitration Act
 - Art. 25, 101
- Bolivia
 - Ley de Arbitraje y Conciliación No. 1770, 125
- Brazil
 - Code of Civil Procedure
 - Art. 807, 490
 - Art. 835, 469
- Canada
 - Alberta Rules of Court, 559
 - Arbitration Act, 960
 - s. 11(2), 192
 - s. 14, 266
 - Consumer Protection Act of Québec
 - s. 11(1), 22
 - Ontario International Commercial Arbitration Act, 9
 - Quebec Code of Civil Procedure, 205
- Chile
 - International Commercial Arbitration Act, 490, 930
 - Art. 11(3), 102
 - Art. 17, 382
 - Art. 20(2), 826
- China
 - Arbitration Law
 - Art. 16, 151
 - Art. 18, 151
 - Art. 53, 818
- Colombia
 - Decreto 1818, 471
- Costa Rica
 - Ley sobre Arbitraje Comercial, 244, 465
- Croatia
 - Arbitration Law, 599, 619

TABLE OF LEGISLATION

cxix

- Art. 6(3)(2), 132, 137
- Art. 20, 599
- Art. 21(3), 619
- Cyprus
 - International Commercial Arbitration Law
 - Art. 21, 520, 606
 - Art. 23, 636
- Czech Republic
 - Arbitration Act, 749
- Denmark
 - Arbitration Act, 825
 - s. 10(2), 182
- Dominican Republic
 - Ley sobre Arbitraje Comercial, 242, 249
- Ecuador
 - Arbitration and Mediation Law, 471
- Egypt
 - Arbitration Law, 647
 - Art. 1, 515
 - Art. 14, 516
 - Art. 30, 647
 - Art. 40, 786
- England and Wales
 - Arbitration Act, 182, 192, 198, 299, 352, 738, 797, 855
 - s. 4(1), 748
 - s. 7, 301
 - s. 7(1), 814
 - s. 9(1), 372
 - s. 9(4), 372
 - s. 103(2)(d), 953
 - s. 103(3), 494
 - s. 12, 607
 - s. 12(3), 608
 - s. 13(1), 607
 - s. 14(1), 607
 - s. 14(3)–(5), 59
 - s. 15(3), 182, 766
 - s. 16(1), 192
 - s. 17, 198
 - s. 30, 299, 649–650
 - s. 30(1), 299
 - s. 31, 306, 648

s. 31(1), 648
s. 32, 649
s. 32(4), 158
s. 32(6), 306
s. 33, 528, 550
s. 34, 550
s. 34(2)(b), 621
s. 37, 702
s. 39, 368
s. 39(2)(a), 340
s. 42, 330
s. 43, 729
s. 44, 177, 368, 729
s. 44(1), 729
s. 44(3), 177
s. 44(5), 177
s. 44(6), 409
s. 46(3), 748, 749
s. 47(3), 835
s. 51, 784
s. 51(2), 790
s. 52(4), 822
s. 53, 825
s. 54, 823
s. 56, 275, 814
s. 68(2)(a), 800
s. 69, 55, 526, 533
Sch. 1, 511, 748
Sch. 2, 275, 814
Civil Procedure Rules, 70, 697
Limitation Act, 823
Finland
Arbitration Act
Art. 3, 125, 126
Art. 43(2), 626
Former Yugoslavia
Code of Civil Procedure, 765
France
Civil Code
Art. 1351, 811
Art. 1359, 131
Art. 1361, 131

TABLE OF LEGISLATION

cxxi

- Art. 1492, 7
- Art. 2052(1), 773
- Code of Civil Procedure (CCP), 79, 180, 734
 - Art. 1456(2), 219
 - Art. 1465, 223
 - Art. 1466, 79
 - Art. 1489–1503, 862
 - Art. 1494, 550
 - Art. 1508, 192
 - Art. 1511, 739, 749
 - Art. 1511(2), 743
 - Art. 1512, 751
 - Art. 1515, 626
 - Art. 1520, 893
 - Art. 1520(3), 953
- Constitution
 - Art. 55, 10
- Germany
 - Civil Code
 - s. 126(a), 130
 - s. 242, 46, 77
 - Code of Civil Procedure (ZPO), 449, 450
 - s. 110, 469
 - s. 128, 536
 - s. 917, 503
 - s. 608(2)(1), 840
 - s. 826, 799
 - s. 916, 503
 - s. 926, 516, 518
 - s. 935, 503
 - s. 945, 449
 - s. 1025, 514
 - s. 1027, 81
 - s. 1028(1), 67–68
 - s. 1031(1), 130
 - s. 1031(2), 133
 - s. 1032(1), 83
 - s. 1033, 514, 520
 - s. 1035(1), 192
 - s. 1036, 321
 - s. 1038(1), 59
 - s. 1039, 59, 290

- s. 1041, 333, 382, 449
- s. 1041(4), 449
- s. 1043(1), 826
- s. 1044, 601
- s. 1046, 646
- s. 1051(2), 749
- s. 1051(3), 750
- s. 1052(2), 286
- s. 1053(1), 798
- s. 1056(3), 844
- s. 1057, 809, 837
- s. 1058, 809, 837
- s. 1059, 798, 868
- s. 1059(2)(1)(b), 798
- s. 1060, 912
- s. 1061, 912
- s. 1061(1), 963
- Commercial Code, 742
- Greece
 - Civil Code
 - Art. 1712, 126
 - Law on International Commercial Arbitration, 101
 - Art. 7(4), 132
 - Art. 7(6), 137
- Guatemala
 - Decree No. 67–92 of 1995, 242, 249
- Guernsey
 - Trusts Law 2007, s. 63, 125
- Honduras
 - Ley de Conciliación y Arbitraje, 242
- Hong Kong
 - Arbitration Ordinance, 6, 175, 352, 369, 371, 442, 448, 466, 598, 605, 628
 - s. 4, 6
 - s. 8, 182
 - s. 9, 41
 - s. 13, 107
 - s. 13(3), 108
 - s. 13(6), 108
 - s. 21, 369, 371
 - s. 23, 108
 - s. 23(3), 107–108
 - s. 24, 108

TABLE OF LEGISLATION

cxxxiii

- s. 27(1), 262
- s. 31(2)(d), 953
- s. 32(1), 107–108
- s. 34C(1), 192
- s. 36, 352, 369
- s. 41, 448
- s. 44, 466
- s. 44(3), 973
- s. 45(1), 514, 518
- s. 45(2), 514, 518
- s. 45(5), 517
- s. 45(7), 514
- s. 46, 528
- s. 49, 598
- s. 49(2), 598
- s. 51, 636
- s. 60(1), 514, 518
- s. 60(8), 514
- s. 61, 171, 466
- s. 67, 822

Special Administrative Region Ordinance No. 17 of 11 November 2010, 419

Hungary

- Arbitration Act, 599, 617, 619, 728
 - s. 5(4), 135
 - s. 13(1) and (2), 180
 - s. 32, 599
 - s. 49(3), 750
 - s. 55, 180

India

- Arbitration and Conciliation (Amendment) Act 2015 No. 3, 516–517
- Arbitration and Conciliation Act, 11–12, 352, 368, 494, 516–517, 600, 631, 632, 635, 638, 953
 - s. 2(1)(f), 9
 - s. 2(2), 515–516
 - s. 9, 368, 515–517
 - s. 9(ii), 368
 - s. 10(1), 181, 766
 - s. 10(2), 182
 - s. 14(2), 635
 - s. 21, 517, 600, 608
 - s. 23, 630, 636, 637
 - s. 23(1), 634

- s. 25, 630, 637–638
- s. 25(a), 842
- s. 27, 722
- s. 32, 637
- s. 34, 635, 637–638
- s. 34(2), 637
- s. 43(1), 608
- s. 43(2), 608
- s. 43(3), 608
- s. 43(4), 608
- s. 48(2)(b), 494
- s. 73–74, 803
- Companies Act
 - s. 36, 126
- Limitation Act, 608
- Iran
 - Law Concerning International Commercial Arbitration, 248
- Ireland
 - Arbitration Act 2010
 - s. 2(1), 132
 - s. 8(1), 40
 - s. 8(2), 40
- Italy
 - Code of Civil Procedure, 128
 - Art. 82(1)(12), 879
 - Art. 809, 180, 769
 - Art. 815, 225
 - Art. 816-bis, 620
 - Art. 816-quater(1), 184
 - Art. 818, 322
 - Art. 822, 750
 - Art. 823(5), 821
 - Art. 823(7), 817
 - Art. 827–831, 862
 - Decreto Legislativo 5 of 17 January 2003, 125, 126
 - Law 162/2014, 157
- Jamaica
 - Arbitration Act, 465
- Japan
 - Civil Provisional Remedies Act, 518
- Kenya
 - Arbitration Act, 352, 372, 487, 495, 642

TABLE OF LEGISLATION

CXXV

- s. 24, 636, 642
- s. 36, 487
- s. 37, 487
- s. 37(1)(b)(ii), 494
- Korea
 - Arbitration Act
 - s. 36(2)(i)(b) and (d), 708
- Lithuania
 - Arbitration Act, 617
- Luxembourg
 - Civil Procedure Code, Art. 1226, 129
- Malaysia
 - Arbitration (Amendment) Act 2011, 515
 - Arbitration Act 2005, 516
 - s. 11(3), 515
 - s. 13, 105
 - s. 13(4), 105
 - s. 13(5), 105
 - s. 13(6), 105
 - s. 13(7), 105
 - s. 15(3), 105
 - s. 16, 106
 - s. 18, 106
 - s. 37, 106
- Malta
 - Arbitration Act, 128
 - Art. 21A(1), 183
 - Constitution, 526
 - Trusts and Trustees Act, 124
- Mauritius
 - International Arbitration (Miscellaneous Provisions) Act, 109
 - International Arbitration Act, 109
 - s. 5(1), 146
 - s. 43, 109
 - Supreme Court (International Arbitration Claims) Rules, 157
- Mexico
 - Commercial Code
 - Art. 1436, 826
 - Art. 1448, 56
 - Art. 1479, 465
 - Art. 1480, 452
- Netherlands

- Code of Civil Procedure
 - Art. 1042, 702
 - Art. 1056, 432
- New Zealand
 - Arbitration Act, 23, 164, 353, 370–371, 509, 953
 - Art. 9, 370–371, 853
 - Art. 11, 22
 - Art. 17A, 370–371
 - Art. 17B, 366, 370–371
 - Art. 18, 534
 - Sch. 1, 164, 636
 - Art. 9(1), 168
 - Art. 9(2), 511
 - Art. 9(3), 520
 - Art. 11(2), 192
 - Art. 17, 510
 - Art. 36(3)(a), 968
 - Arbitration Amendment Act 2007, 370
 - s. 9, 509
 - s. 9(2), 509
 - High Court Rules
 - r 6.28(5)(b) to (d), 512
- Nicaragua
 - Ley de Mediación y Arbitraje, 242
- Nigeria
 - Arbitration and Conciliation Act, 353, 372
 - s. 53, 352
 - Limitation Law of Lagos State
 - Art. 8(1)(d), 823
- Panama
 - Trust Law 1984, s. 41, 125
- Paraguay
 - Ley No. 921 de Negocios Fiduciarios, 125
 - Ley No. 1,879 de Arbitraje y Mediación, 244
- Peru
 - General Arbitration Act, 471
 - Legislative Decree No. 1071 of 2008, 249
 - Art. 52(2), 767
- Philippines
 - Alternative Dispute Resolution Act 2004, 511
 - s. 26, 104–105
- Poland

TABLE OF LEGISLATION

cxxvii

- Civil Procedure Code
 - Art. 1187(1), 621
 - Art. 1194(1), 750
 - Art. 733, 518
- Portugal
 - Arbitration Law, 753, 809, 837
 - Art. 8(1), 180
 - Art. 10, 184
 - Art. 11, 183
 - Art. 18(8), 809, 837
 - Art. 32(1), 621
 - Art. 39(5), 753
 - Art. 45(5), 753
 - Art. 47(2), 753
 - Civil Code
 - Art. 564(2), 753
 - Voluntary Arbitration Law, 127
- Romania
 - Code of Civil Procedure, 124, 624
 - Art. 550(3), 128
 - Art. 556(3), 183
 - Art. 570(1), 620
 - Art. 586(1), 180
 - Art. 601(2), 750
 - Art. 603(1)(g), 813
 - Art. 1119(2), 750
- Russian Federation
 - International Commercial Arbitration Act, 15, 66–67, 749
 - Art. 28(2), 749
- Saudi Arabia
 - Arbitration Law, 44, 131
 - Art. 13, 180
 - Art. 29(1), 621
 - Art. 29(2), 626
 - Art. 38(1)(a), 737
 - Art. 38(1)(b), 749
 - Art. 38(1)(c), 737
 - Royal Decree No. M/46, 768
- Singapore
 - Civil Law Act
 - s. 4(10), 175
 - Evidence Act, 560

- International Arbitration (Amendment) Act 2010, 515
- International Arbitration Act, 175, 352, 636, 953
 - s. 6(1), 372
 - s. 6(2), 372
 - s. 8, 108
 - s. 9, 182, 766
 - s. 9A, 192
 - s. 10(4), 306
 - s. 12(1), 163
 - s. 12(1)(i), 369
 - s. 12(7), 515
 - s. 12A, 175, 515
 - s. 12A(2), 164
 - s. 12A(3), 175
 - s. 12A(6), 167
 - s. 20, 452
 - Sch. 1
 - Art. 1(2), 352
- Slovakia
 - Arbitration Act, 135, 737
- Slovenia
 - Arbitration Law 2008
 - Art. 2, 41
 - Art. 10(5), 137
- South Africa
 - International Arbitration Act, 352, 372
 - s. 6, 352
 - Sch. 1, 636
- Spain
 - Arbitration Act, 65, 212, 368, 619, 666
 - Art. 5(a), 56
 - Art. 9, 132
 - Art. 10, 126
 - Art. 11(bis)(3), 125
 - Art. 12, 180
 - Art. 23, 367
 - Art. 28(1), 624
 - Art. 28(2), 626
 - Art. 34(2), 737, 750
 - Art. 37(2), 824
 - Code of Civil Procedure
 - Art. 247(1), 77

TABLE OF LEGISLATION

cxxix

- Constitution
 - Art. 14, 56
- Sri Lanka
 - Arbitration Act 1995, 598
 - s. 8(2), 271, 601
- Sweden
 - Arbitration Act, 652, 751
 - s. 25, 702
 - s. 26, 726
 - s. 48(1), 737, 747
- Switzerland
 - Code of Civil Procedure, 450
 - Art. 374(4), 450
 - Art. 380, 153, 525
 - Art. 396(2), 528
 - Code of Civil Procedure of Geneva, 469
 - Concordat
 - Art. 26, 409
 - Private International Law Act, 451, 729
 - Art. 178(1), 132
 - Art. 179, 192
 - Art. 182(2), 550
 - Art. 183, 330
 - Art. 187, 749
 - Art. 187(2), 751
 - Art. 189(2), 820
 - Art. 190(2)(b), 872
 - Art. 190(2)(d), 703
 - Swiss Confederation Constitution
 - Art. 5(3), 46
- Tanzania
 - Village Land Act, 742
- Thailand
 - Arbitration Act, 518
- Turkey
 - Arbitration Act, 278
 - Civil Procedure Code, 516, 518
 - International Arbitration Code, 516, 518, 930
- Uganda
 - Arbitration and Conciliation Act
 - s. 11(3), 110
 - s. 68(a), 110

CXXX

TABLE OF LEGISLATION

Ukraine

Civil Code, 738

United Arab Emirates

Civil Code, 968

United States

California Code of Civil Procedure, 164

Electronic Communications Privacy Act (ECPA), 391

Federal Arbitration Act (FAA), 90, 129, 156, 164, 223, 352, 369–370, 547, 548, 796,
822, 823

s. 5, 182

s. 207, 909

Oregon International Commercial Arbitration and Conciliation Act, 164

s. 1782 USC, 730

Texas Civil Practice and Remedies Code, 164

Universal Commercial Code

Art. 1–201(20), 46

Venezuela

Ley de Arbitraje Comercial, 83, 243, 768

Organic Law of Protection of Constitutional Rights and Guarantees, 93

Zimbabwe

Arbitration Act, 168

Art. 9, 163