International Arbitration

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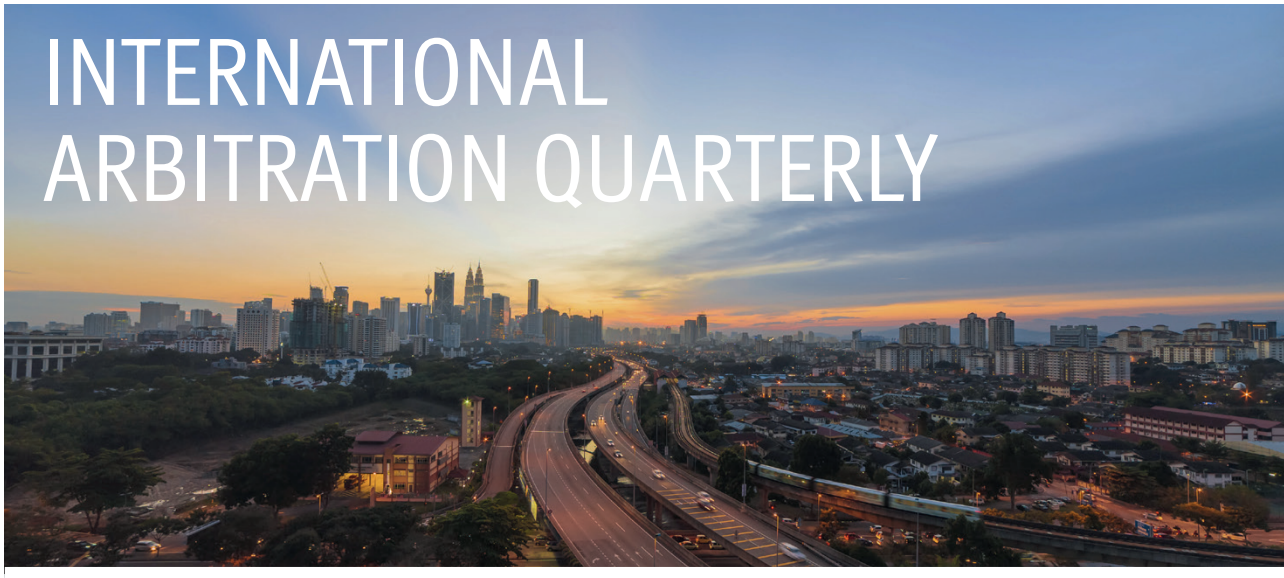
INTERNATIONAL ARBITRATION QUARTERLY



Welcome to the March edition of our International Arbitration Quarterly Bulletin.

This edition includes articles from our Hong Kong, Dubai and London offices. Professional Support Lawyer Sian Knight begins by reviewing the development of arbitration in the broader Asia-Pacific region, focusing on legislative development and governmental and judicial support and identifying 'institutions to watch.'

Next, Catherine Smith and Jamie Robinson reflect on the recent English Commercial Court decision in *Malicorp Ltd v Government of the Arab Republic of Egypt & Ors* (19 February 2015), in which the Court set aside a New York Convention award.

Associate Jessica Crozier then considers the development of arbitration in Dubai and in particular, the recent launch of the Emirates Maritime Arbitration Centre (EMAC).

Finally, Associate Ian Mathew reviews the recent English Commercial Court decision in *Sierra Fishing Company & Ors v Farran & Ors* (30 January 2015), in which the claimant successfully challenged the arbitrator's impartiality under Section 24 of the English Arbitration Act 1996. HFW acted for the claimant.

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hfw The development of arbitration in the Asia-Pacific region

With a maturing awareness of international dispute resolution and reliance on international trade, interest in arbitration is flourishing in the broader Asia-Pacific region. Whilst HKIAC (Hong Kong) and SIAC (Singapore) dominate the Asian arbitration scene, other regional institutions and jurisdictions are keen to match their success. Now, over 40 arbitral associations and centres are members of the Asia Pacific Regional Arbitration Group (APRAG) and there is potential for a greater diversification in reliable dispute resolution services. In this article, Professional Support Lawyer Sian Knight considers some of the contenders.

Korea

Arbitration law is found in the Arbitration Act 1966[1], as amended in 1999 and which largely adopts the UNCITRAL Model Law. The Korean Courts are non-interventionist and respect the ethos of the Model Law.

Further legislative developments are also expected to keep pace with evolving international arbitration law[2]. Korea is a 1958 New York Convention signatory and tends to adopt an arbitration friendly stance to enforcement[3].

Following the liberalisation of the legal market in 2012, the number of arbitration practitioners and foreign law firms based in Korea is increasing[4]. Foreign lawyers are permitted to open offices in South Korea to practise foreign law. Foreign licensed lawyers are restricted by Korean law to advising on matters of foreign law. However, as arbitration often involves elements of foreign law, foreign licensed lawyers are regularly involved in arbitration.

Korea's investment in the opening of Seoul International Dispute Resolution Centre (SIDRC) in May 2013, akin to Singapore's Maxwell Chambers, provides a convenient modern hearing venue. Leading institutions including the ICC, LCIA, HKIAC and SIAC have established liaison offices in SIDRC.

Established in 1966, the Korean Commercial Arbitration Board (KCAB) is the only institution authorised to administer domestic and international arbitrations in Korea. It issued updated International Rules in 2011. These apply to all arbitrations involving a foreign (non-Korean) party and are more in line with international standards. They allow parties to choose arbitrators from outside of the KCAB panel, permit arbitrators to set their fees at the market rate, and provide for expedited procedures for claims of less than 200 million won (about US$180,000). If the current momentum continues, Korea is well placed to become a viable alternative to the more established arbitral centres.

Indonesia

This is a difficult jurisdiction for international arbitration. The arbitration framework is set out in the 1999 Arbitration Act[5], which does not follow the UNCITRAL Model Law. Even where parties have an arbitration agreement, elements of the dispute may still end up before the Indonesian Courts[6].

Although Indonesia signed up to the New York Convention in 1981, enforcement of foreign arbitration awards in Indonesian has often been problematic.

If the current momentum continues, Korea is well placed to become a viable alternative to the more established arbitral centres.

SIAN KNIGHT, PROFESSIONAL SUPPORT LAWYER

1 Law No.1767 in to force 16 March 1966 – Korean Arbitration Act.

2 Gar – The Asia-Pacific Arbitration Review 2014 reports that the Korean Ministry of Justice has tasked a special committee to consider such further amendments to the Korean arbitration act to reflect evolving international arbitration law including the 2006 UNCITRAL Model Law.

3 Notable recent exception: Seoul Southern District Court Decision in Skylife 2012GaHap15979. The Court declined to enforce an arbitration award on the basis that enforcement would violate the Korean Civil Execution Act. The decision is understood to be under appeal to Seoul High Court.

4 20 international law firms set up in Seoul in 2012 according to Asian Legal Business Article: Seoul: Arbitration's rising star? 1 October 2013.

5 Law 30/1999 Law Concerning Arbitration and Alternative Dispute Resolution.

6 See page 819 18.09 ibid.

The Indonesian National Board of Arbitration (BANI), established in 1977, is probably the best recognised of the Indonesian arbitral institutions[7]. It is slowly becoming more sophisticated, and sees about 40-50 new cases a year, the majority coming from the oil and gas or construction sectors. The BANI Arbitration Rules are strongly influenced by Indonesian Court procedure and practice, with a preference for written evidence and less extensive civil law style disclosure.

Although the BANI rules permit interim measures, the Indonesian Courts do not have power to grant interim measures in aid of arbitration proceedings.

Vietnam

International commercial arbitration in Vietnam is still in its infancy and the volume of disputes referred to arbitration is low. The IBA Vietnam Guide 2014 refers to 1% of commercial disputes being referred to arbitration.

The recent Law on Commercial Arbitration[8] came into force on 1 January 2010 and the legislative framework includes many Model Law provisions with some local modifications. It includes changes designed to widen the disputes that can be referred to arbitration, strengthens the arbitral tribunal's power, and permits suitably qualified foreign nationals to act as arbitrators. Previously, only Vietnamese nationals were permitted to be appointed as arbitrators. Now there is no restriction on foreign lawyers representing clients in arbitration proceedings.

A resolution in 2014 introduced amendments to bolster Vietnamese Court support for the arbitral process and clarified the limited grounds for setting aside an arbitral award[9].

> Vietnam is taking positive steps to improve its credibility as a forum for international arbitration.

Although a signatory to the 1958 New York Convention, enforcement issues are an impediment to arbitration in Vietnam. The Supreme People's Court recently issued an instruction on the application of the Convention[10] with a view to improving this.

Institutional rather than 'ad hoc' arbitration is generally used in Vietnam and of the eight arbitration institutions, the leading centre is the Vietnam International Arbitration Centre (VIAC). Set up in 1993,[11] the VIAC maintains a list of arbitrators which now includes a number of well-known foreign arbitrators.

Complementing the legislative developments, a new edition of the VIAC Rules came into force on 1 January 2012. These are an improvement on the earlier rules, which had been criticised for failure to meet international standards. Vietnam is taking positive steps to improve its credibility as a forum for international arbitration.

Malaysia

Arbitration is well established in Malaysia. The arbitration framework is set out in the Arbitration Act 2005, as amended by Arbitration (Amendment) Act 2011, and is substantially based on the Model Law. Court intervention is only provided for in limited circumstances, such as granting interim protection measures[12]. Generally, the Malaysian Courts respect arbitration and stay court proceedings where a dispute is subject to arbitration[13].

Malaysia is a signatory to the 1958 New York Convention and has a good enforcement record.

The leading arbitral institution in Malaysia, and the first in the region, is the Kuala Lumpur Centre for Arbitration (KLRCA), established in 1978. The KLRCA's latest rules, the Arbitration Rules 2013, incorporate the UNCITRAL Arbitration Rules and include emergency arbitrator provisions, strengthened confidentiality for the arbitration process and a revised schedule of fees and costs to maintain costs at 20% below those of HKIAC and SIAC[14].

7 www.bani-arb.org Also to be noted are: Indonesian Capital Market Arbitration Board (BAPMI) and the Shariah National Arbitration Body (BASYARNAS).

8 Law No. 54/2010/QH12 17 June 2010 regulates domestic and international arbitrations.

9 Resolution No. 01/2014/NQ-HDTP in to force 2 July 2014. Guidance for application of Arbitration Law

10 See discussion XVII (iii) IBA Arbitration Guide Vietnam Sept. 2014

11 Decision 204/TTg of the Government, dated 28 April 1993 (as amended in 1996).

12 S.8 2005 Act amended in 2011 to read "no court shall intervene in matters governed by this Act except where so provided in this Act". (Equivalent to Art 5 of the UNCITRAL Model Law).

13 S.10 2005 Act, High Court mandatory to grant a stay of legal proceedings, where a dispute is subject to an arbitration agreement unless the arbitration agreement is null and void. Provision interpreted narrowly AV Asia Sdn Bhd v Measat Broadcast Network Systems Sdn Bhd [insert case reference].

14 See www.rcakl.org.my

The KLRCA is a recognised forum for construction disputes in Malaysia, and over 50% of cases come from this sector. With strong support from the Malaysian Government, there has been significant investment in improved hearing facilities. Various sets of dedicated arbitration rules have also been introduced to help maintain a competitive edge[15]. The KLRCA swiftly removed a UK arbitrator from its panel when allegations of corruption came to light in 2012.

At present, only about 20% of arbitrations involve foreign parties. With a view to increasing international arbitration, recent legislative changes have aimed to liberalise and open up Malaysia's legal industry to facilitate foreign lawyers' involvement in Malaysian arbitral proceedings[16]. Even so bureaucratic difficulties are still expected to be the norm.

Conclusion

With the volume of cases going to the 'known' institutions – HKIAC handled 463 dispute resolution matters and SIAC 259 new cases in 2013 – they are likely to dominate for the foreseeable future. However, provided the current momentum continues, Korea's KCAB and Malaysia's KLRCA stand out as institutions to watch.

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15 See KLRCA i-Arbitration Rules 2010 for the arbitration of disputes related to sharia compliant commercial transactions. Fast Track Arbitration Rules launched in 2010 and last revised in 2013.

16 Legal Profession (Amendment) Act 2013 in force 3 June 2014. Legal Profession (Licensing of International Partnerships and Qualified Foreign Law Firms and Regulation of Foreign Lawyers) Rules 2014. 24 September 2013 new S.37A to allow foreign lawyers and arbitrators to enter Malaysia to participate in arbitration proceedings without immigration approval or restriction to 60 day entry limit.

The English Commercial Court refuses to enforce a New York Convention award

154 states are currently party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral awards (the "NYC")[1], which is seen as a success story in terms of ensuring recognition and enforcement by contracting states.

Under the NYC, contracting states are required to recognise and enforce an arbitration award obtained in another contracting state, unless the party opposing enforcement can prove that one of seven exceptions in Article 5 applies[2]. The interpretation of Article 5 can therefore make the difference between recovering the sums that have been awarded in an arbitration, and not recovering them at all.

A recent English Commercial Court case, *Malicorp Ltd v Government of the Arab Republic of Egypt & Ors* (19 February 2015)[3], considered two of the Article 5 exceptions:

- That the party against whom the arbitration award was made was unable to present his case.
- That the award has been set aside by a competent authority of the country in which it was made.

Background

In 2000, Malicorp, an English company, entered into a contract with the Egyptian state to design and construct a new airport. The contract stipulated that disputes should be resolved by the Cairo Regional Centre for International Commercial Arbitration (the Cairo Centre) in Cairo under Egyptian law.

The parties fell out over Malicorp's financial position and Egypt sent a letter to Malicorp purporting to rescind the contract.

In 2004, Malicorp commenced arbitration by submitting a request to the Cairo Centre and claimed over US$500 million, largely in relation to alleged lost profits. In response Egypt denied liability, arguing that Malicorp had made false claims about its share capital which entitled them to cancel the contract.

The tribunal held that the contract was void for mistake because Egypt had entered into it on the basis of a misapprehension about Malicorp's share capital.

The interpretation of Article 5 can therefore make the difference between recovering the sums that have been awarded in an arbitration, and not recovering them at all.

CATHERINE SMITH, SENIOR ASSOCIATE



In exceptional circumstances, the English courts can refuse to recognise the decision to set aside an award if it "offends basic principles of honesty, natural justice and domestic concepts of public policy".

JAMIE ROBINSON, ASSOCIATE

Although it found that both parties were at fault for the misunderstanding, the tribunal then went on to award Malicorp damages of around US$15 million, on the basis that Egypt was more to blame. It did so under Article 142 of the Egyptian Civil Code (Art 142), which states that where a contract is void the parties should be put back into the position that they were in prior to the contract.

Egypt challenged the award in the Egyptian courts and in 2012, the Cairo Court of Appeal gave a decision setting aside the award. Malicorp is currently appealing this decision to Egypt's highest civil court, the Egyptian Court of Cassation.

In the meantime, Malicorp applied to enforce the award in England. Egypt challenged Malicorp's application, arguing that the English Court should refuse to enforce the award on two separate grounds under s103 of the Arbitration Act 1996 (which gives force to Article 5 of the NYC under English law). The grounds were:

- S103(2)(c): they had not had the chance to present their case to the tribunal because they had not known that the tribunal was considering awarding damages under Art 142.
- S103(2)(f): the award has been set aside by the Egyptian courts, which are the competent authority in Egypt.

The English Commercial Court agreed with Egypt on both grounds and held that the award should not be enforced.

Egypt's inability to present its case

It was common ground between the parties that Malicorp had never claimed damages under Art 142 and that the possibility had never been raised by the tribunal.

Malicorp argued that Egypt should have realized that there was a possibility that damages would be awarded under Art 142, so that their failure to raise counter-arguments was their own fault. The English Court rejected this argument in strong terms.

Award set aside by the Egyptian courts

Under s103(2)(f), if the courts of the country in which an award has been given set it aside, it generally cannot be enforced, even if that decision is being appealed. The English Court found that there was no *"good reason to depart from the normal approach under which the 2012 Cairo Court of Appeal decision is, unless and until overturned by the Court of Cassation, treated as a final decision."*

In exceptional circumstances, the English courts can refuse to recognise the decision to set aside an award if it *"offends basic principles of honesty, natural justice and domestic concepts of public policy"*. Malicorp argued that this was the case as the Egyptian court as:

- Its decision had been incorrect.
- It was biased and had deliberately misapplied Egyptian law.

1 The NYC was the subject of an in depth article by Partner Amanda Davidson in the December edition of IAQ.

2 Even where an exception(s) applies, the enforcing state has the discretion to enforce the award.

3 [2015] EWHC 361 (Comm).

The English Court rejected these arguments and found that:

- *"an assertion that a foreign judgment is "wrong" is not a sufficient basis to refuse to recognise it. When considering whether to recognise a foreign judgment this court acknowledges that the determination of foreign law is a matter for the foreign court."*
- Malicorp's reliance on the expert report of a Professor of Islamic Law at Harvard University to allege that the Egyptian courts were biased was not sufficient, demonstrating the difficulty in proving that a foreign country's courts are biased. The English Court commented that the expert evidence did not *"approach the high level of cogency that is required. It does not go beyond generalised, anecdotal material."*

Conclusion

This case is a demonstration of how obtaining an arbitration award in its favour does not always lead to successful recovery for a party, even where enforcement is sought in a NYC contracting state. The interpretation of Article 5 of the NYC can be of crucial importance. This decision is a helpful indicator of how the English Courts will interpret two of the seven exceptions under Article 5.

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Further development of Dubai as a regional arbitration hub: the launch of EMAC (Emirates Maritime Arbitration Centre)

Historically, parties have been reluctant to litigate and/or arbitrate their disputes in The Emirate of Dubai in the United Arab Emirates (UAE), for a number of reasons. In recent years, Dubai has taken steps to develop itself as a regional arbitration hub. The UAE signed the New York Convention in 2006 and the UAE legislature continues to consider the enactment of a new Federal Arbitration law. In 2008, the Dubai International Financial Centre (DIFC) (which is a freezone established in 2004 with its own civil and commercial laws) launched the DIFC LCIA Arbitration Centre in conjunction with the London Court of International Arbitration (LCIA). The Centre has its own arbitration rules based on the UNCITRAL Model Law.

Further progress was made on 15 September 2014, when the Dubai Maritime City Authority (DMCA)[1] announced the launch of the Emirates Maritime Arbitration Centre (EMAC). This is aimed at providing a viable option for resolving maritime disputes in the UAE. There is uncertainty as to when EMAC will be launched, but is hoped to be around June 2015. Although the UAE has long been a centre for trade and commerce in the Middle East, there has not previously been a satisfactory way of resolving maritime claims by arbitration in the region.

Current UAE Arbitration

Arbitration in the UAE is currently governed by the Civil Procedure Code (the CPC)[2]. If the new Federal Arbitration law comes into force, it is intended to replace the relevant sections of the CPC dealing with arbitration, bringing UAE arbitration law more in line with the UNCITRAL Model Law. It is unknown when the new draft law will come into place (if at all), as it has been under discussion since 2006.

If the new Federal Arbitration law comes into force, it is intended to replace the relevant sections of the CPC dealing with arbitration, bringing UAE arbitration law more in line with the UNCITRAL Model Law.

Parties (from the UAE or elsewhere) have been reluctant to resolve their maritime disputes in the UAE, for a number of reasons, including:

- The complexities of ensuring that an arbitration is run in accordance with the CPC.
- Despite its freezone status, the DIFC-LCIA has not been popular for the resolution of maritime disputes.
- A perceived lack of specialist arbitrators (and experts).
- Parties are often reluctant to change.

1 Founded in 2007 by His Highness Sheikh Mohammed Bin Rashid Al Maktoum, Vice President and Prime Minister of the UAE and Ruler of Dubai.

At present, if parties want to resolve a maritime dispute in Dubai, they must refer the matter either to the Dubai International Arbitration Centre (DIAC), the International Chamber of Commerce, hold an ad hoc arbitration, or use the DIFC LCIA (all onshore options apart from the latter).

EMAC

DMCA's intention in launching EMAC is described on its website:

"[EMAC], *a first-of-its-kind initiative in the Middle East region is aimed at addressing and resolving maritime disputes via deliberations based on legal frameworks and set maritime regulatory guidelines and standards. The launch of the new initiative represents the authority's commitment to develop and establish an integrated legal environment for the maritime sector that also falls in line with the objectives set forth by the Dubai Maritime Sector Strategy (DMSS)* [set up by DMCA in 2007], *which aims to position the emirate as a world-class maritime hub."*

It is hoped that *"the presence of a maritime-based arbitration panel will also play a major role in attracting more ship owners to Dubai, which can lead to enhanced integration, coordination and harmonization of its vital economic sectors like maritime insurance, national courts, aviation, hospitality, banking, financial sectors, the public and private judicial systems and other sectors."*[3]

It seems likely that the seat of EMAC will be the DIFC, to ensure that EMAC arbitrations will not be subject to various perceived pitfalls and complications of the CPC/onshore arbitration. This will also ensure the application of the stand-alone DIFC Arbitration Law and empower the DIFC Courts to exert their supervisory role in support of individual arbitration references.

Currently, EMAC is consulting with arbitration users regarding the format of the rules. It appears at present that the EMAC rules will be a mixture of the London Maritime Arbitration Association's rules and Singapore Chamber of Maritime Arbitration's rules, perhaps amongst others.

At present it is too early to tell whether the launch of EMAC will ensure that Dubai will become a new hub for the resolution of maritime arbitrations. Much will depend on whether key current concerns for parties, including enforcement and specialist arbitrators, are addressed.

JESSICA CROZIER, ASSOCIATE

At the time of writing, we understand that the intention is for the rules to provide for emergency arbitrations (a relatively new feature of the Singapore Chamber of Maritime Arbitration).

A key issue will be whether arbitrators appointed in EMAC references will have to be members of an approved list of arbitrators (or whether an approved list will even exist). This will be important to ensure the credibility of the institution and the awards produced.

One major area of interest will be enforcement. Under the CPC, procedural complications can give rise to real difficulties in successfully enforcing a Dubai arbitration award. If the seat of EMAC arbitrations is the DIFC freezone, parties seeking to enforce an EMAC award in Dubai will be able to request the DIFC Courts to recognise the award as a DIFC Court judgment. It can then be enforced by the Dubai Court as an onshore judgment, without the ability to question the merits of the underlying award or arbitration formalities. (It is hoped that other Emirates' Courts will also enforce DIFC Court judgments, but this is uncertain at present.)

Conclusion

At present it is too early to tell whether the launch of EMAC will ensure that Dubai will become a new hub for the resolution of maritime arbitrations. Much will depend on whether key current concerns for parties, including enforcement and specialist arbitrators, are addressed.

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2 Federal law no. 11 of 1992

3 ref: www.dmca.ae

Removal of an arbitrator due to lack of impartiality: a recent English Commercial Court case

In *Sierra Fishing Company & Ors v Farran & Ors* (30 January 2015), a recent judgment that will be of interest to parties and arbitrators alike, the English Commercial Court granted an application to remove an arbitrator under Section 24 of the English Arbitration Act 1996 (the Act), on the basis of his apparent lack of impartiality.

The case arose from a dispute out of a loan agreement between a Sierra Leonean fishing company (SFC) and two businessmen. The loan agreement contained an arbitration clause providing for ad hoc arbitration in London. SFC defaulted on the repayment of the loan and the financing parties commenced arbitration by appointing "AZ", a partner in a Beirut law firm, as their arbitrator.

The parties then entered settlement negotiations and no substantive steps were taken in the arbitration. It was almost two years later, when negotiations finally broke down, before AZ convened the first of a series of hearings in London.

By then, SFC had become aware of some connections between AZ and the claimants: AZ had worked for the Beirut bank of which one of the claimants was Chairman and AZ's father (and co-partner in his law firm) both acted as a lawyer for the bank and was part of its executive management. After their request that AZ voluntarily recuse himself was refused, SFC applied to the Court for his removal.

The relevant test under Section 24 of the Act is whether circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality. In addition however, the timing of the challenge is critical. This is because under Section 73 of the Act, where a party takes part, or continues to take part, in the arbitration proceedings, that party must raise their objection to the arbitrator straight away, or risk losing the right to object if it is found that they could have raised their objection earlier.

In other words, even if a party has clear evidence of a lack of impartiality, the Court will not later come to their aid if they have sat on the evidence and continued with the arbitration.

The Court had little hesitation in concluding that the connections between AZ and the claimants would give rise to justifiable doubts as to AZ's impartiality. The Court drew upon the International Bar Association Guidelines on Conflicts of Interest in International Arbitration (the IBA Guidelines). Although not binding under English law, these provide illustrations of what the international arbitral community considers to be examples of conflicts of interest or apparent bias.

The Court readily identified some of the connections between AZ and the claimants as being in the lists of proscribed circumstances contained in the IBA Guidelines. These included AZ's drafting of settlement agreements in the dispute which would later became part of the claimants' case against SFC.

Of particular note were the Court's comments as to whether the arbitrator should have disclosed his connections with the claimants. Obligations on arbitrators to disclose any matters concerning their independence or impartiality in connection with the prospective parties upon appointment are commonplace in institutional arbitration rules. However, these proceedings were ad hoc with no institutional rules being applied. Nonetheless, the Judge held, by reference to the IBA Rules, that AZ was under a *duty* to make voluntary disclosure of his connections to the claimants. His failure to do so reinforced doubts as to his impartiality.

In other words, even if a party has clear evidence of a lack of impartiality, the Court will not later come to their aid if they have sat on the evidence and continued with the arbitration.

IAN MATHEW, ASSOCIATE



Although it had established the necessary lack of impartiality, SFC also had to persuade the Court that their objection was timely and could not have made it earlier. As the arbitration had been underway, at least in theory, for two years, the claimants argued that SFC had lost their right to object.

This issue turned on what constitutes "taking part" in an arbitration for the purposes of Section 73 of the Act. The Court applied the decision in *Sovarex v Romero Alvarez* (29 June 2011)[1] and held that a party does not take part in an arbitration unless and until he invokes the jurisdiction of the tribunal in respect of the merits of the dispute or to determine its own jurisdiction. Significantly, where a party has not yet taken part, silence or inactivity or taking administrative step that is neutral to the tribunal exercising jurisdiction over him, will not be sufficient.

In this case, the two years between the notice of arbitration and the first hearing were punctuated by a series of agreed stays and recommencements, with no claim submissions being served. Various adjournments were also sought (though not always granted) to preliminary hearings on procedural matters. The Court was clear that none of these events amounted to taking part in the arbitration, because SFC was not invoking the tribunal's jurisdiction. A party who has not yet participated in the arbitration does not take part by:

- Requesting or agreeing to put proceedings on hold.
- Staying silent in the face of revival of the proceedings.
- Requesting or agreeing to adjournments to procedural hearings.

This issue turned on what constitutes "taking part" in an arbitration for the purposes of Section 73 of the Act.

The Court's reasoning was that steps such as these merely seek to preserve the right to participate or object in proceedings. If at the time of agreeing to suspend proceedings, or to an adjournment of a hearing, a party has not yet lost the right to object, the suspension or adjournment itself must preserve and not extinguish that right.

Cases brought under Section 24 of the Act (at least as regards impartiality) are not very common. This judgment therefore provides useful guidance as to the conduct expected of tribunals in relation to their impartiality, but also to parties in arbitrations who think they have grounds to challenge an arbitrator, to be mindful of not taking any step which would deprive them of the right to make such a challenge.

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Conferences and events

Freezing Order Application Seminar
Geneva
14 April 2015
Presenting: Brian Perrott

Chartered Institute of Arbitrators
Sydney
26 April 2015
Attending: Amanda Davidson

1 [2011] 2 Lloyd's Rep 320

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