International Arbitration
The Key Elements

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What is International Arbitration – A Definition

1. Lots of people blithely speak of “international arbitration”, without defining what it is. If an arbitrator is American, lives in America but is an arbitrator with particular specialisation, and he is asked to conduct, an arbitration in London between two UK parties concerning a contract carried out in London, is that international? Does the fact that one set of lawyers is from Australia and one from the United States make it an international arbitration when the dispute is about UK contract, between UK parties, or possibly even UK subsidiaries of foreign parties, and the contract was carried out in the UK? In some people’s terminology, the answer is often “Yes” to such questions. The reality though should be considered to be a little more carefully.

2. A national, or domestic arbitration is one that is concerned purely with national, or domestic matters. It does not matter whether the relevant nation is Thailand, or England, or Hong Kong, or Germany. If everything concerned with the arbitration is related to that jurisdiction, then the arbitration is a domestic arbitration. In order properly to answer the question, one needs to look at two aspects:

   (i) The nature of the dispute in question. The widest adoption of this test is within the International Chamber of Commerce Court of Arbitration in Paris (“ICC”). They do not give any definition of an “International Arbitration”, but do give the following guidance:

   *the international nature of the arbitration does not mean that the parties must necessarily be of different nationalities. By virtue of its object the contract can nevertheless extend beyond national borders, when for example a contract is concluded between two nationals of*
the same state for performance in another country or when it is concluded between a state and a subsidiary of a foreign company doing business in that state."

This is definitely a wide interpretation, and would include a subsidiary of a foreign company arbitrating against a state even when that subsidiary is incorporated in the state against whom it is arbitrating (although apparently not two subsidiaries of foreign companies arbitrating against each other about a contract to be carried out in the same state).

(ii) The alternative approach is to look at the nationality of the parties. For example the European Convention on International Arbitration (1967) applies to agreements which are:

"Arbitration Agreements concluded for the purpose of settling disputes arising from international trade between physical or legal persons having, when concluding their agreement, their habitual place of residence or their seat in different contracting states.

Switzerland and the US adopt similar approaches.

3. The UNCITRAL Model Law was specifically designed to apply to International arbitration, and as a result necessarily required a definition of international arbitration. It combines both approaches set out above:

"An Arbitration is international if:

(a) the parties to an arbitration agreement have, at the time of conclusion of that agreement, their places of business in different states; or
(b) one of the following is situated outside the State in which the parties have their place of business:

(i) the place of arbitration, if determined in, or pursuant to, the arbitration agreement;

(ii) any place where a substantial part of the obligations of the commercial relationship is to be performed or the place with which the subject matter of the dispute is most closely connected; or

(c) the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one country.”

The Consequences of being International

4. But so what, you might say. Who cares whether one person calls it international and another person doesn’t? For the purposes of self esteem, or writing your CV, of course it makes no difference – if people have a chance, they will call it international in such documents, but the point remains significant when asking the courts of a relevant jurisdiction to intervene in the arbitral process, either for enforcement purposes or otherwise. Many jurisdictions have a different set of rules for international arbitrations to that for domestic arbitrations. France, Switzerland, Belgium, the UK (until 1996), Columbia and Hong Kong are examples of states with different rules for each type of arbitrations. Under the 1996 Act however, the distinction was generally removed and there is now only one law for “arbitration” in the U.K., whether domestic or International. However, the distinction remains significant, even in the U.K. because recourse against an award, and recognition and enforcement of an International award
remains to be governed by the Convention obligations of the UK (and specifically by the New York Convention) rather than by domestic law\(^1\).

5. For example, in Hong Kong:

The definition of an International Arbitration is as set out in the Model Law.

Parts 1 and 1A of the Arbitration Ordinance apply to both international and domestic arbitration

Part II only applies to a domestic Arbitration

Part II A applies only to international arbitration, and introduces the Model Law to such arbitrations, subject to installing the Court of First Instance and HKIAC as the main administrative body.

What constitutes the commencement of a domestic and an international arbitration is different (Domestic – service of notice to concur\(^2\); international – date a request to refer to arbitration is received\(^3\))

Hong Kong is slightly more complex than normal, because in addition, it recognises the concept of a “Mainland Award”, which is an award made on the Mainland of China, and recognised by a competent Mainland Authority in accordance with the Arbitration law of the PRC.

6. It should also be noted that the parties can agree (under the model law or under other domestic legislation) whether an arbitration should be treated as being

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\(^1\) Compare Section 66 and 99 – 103 of the 1996 Act
\(^2\) Section 31 of Ordinance
\(^3\) Model Law article 21
international or domestic. However, simple adoption of rules headed “International” or “Domestic” will not be sufficient to effect such an agreement.4

7. Perhaps the most significant issue arising out of this question is recourse against the award and enforcement of it. The New York Convention (being the primary instrument for enforcement) and other international conventions provide for the enforcement of awards that are “foreign” or “international” awards. These are defined as being awards “made in the territory of a State other than the State where the recognition and enforcement of such awards are sought”, and that definition is then expanded to include only awards that are “not considered to be domestic awards”. Thus, if there is an award that the relevant law considers to be domestic, it may well be very difficult to enforce it in any country other than the domestic tribunals.

8. In addition, there is the difficult question of what laws might apply. There are several different national legal systems or rules of law that might have a bearing on an international arbitration:

(i) the law that governs the capacity of the parties to enter into an arbitration agreement. For parties from two states, this could be two different laws;

(ii) the law that governs the agreement to arbitrate. This need not be the same as either law governing capacity. This law will govern the recognition and enforcement of the agreement to arbitrate. Note that in order to be effective, an agreement to arbitrate needs to be capable of enforcement. Thus the Geneva Protocol of 1923 provides that the courts of the contracting states will stay proceedings of any matter if there is a valid arbitration agreement. For example, Japanese law makes an arbitration agreement in relation to matrimonial matters unenforceable. Some countries make foreign exchange disputes non-arbitrable.

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(ii)  the law that governs (or regulates) the actual arbitration proceedings themselves (usually the law of the seat of the arbitration – perhaps different to the place where the arbitration takes place – but normally the same). This is sometimes called the “Curial Law” or “Lex Arbitri”.

(iii) the law that the arbitrators must apply to the substantive issues within the arbitration itself (e.g. the law that governs the contract. Could be a national law, or international law, or transnational law)

(iv) the law that governs recognition and enforcement of the award made by the tribunal (generally the law of the country in which the award was made but could be the law “under which” it was made, which may be different).

9. Having looked at whether an arbitration is international or not, and recognised that different legal systems can apply to different parts of the process, one can then move on to look at the key concepts that make up international arbitration.

**The agreement to arbitrate**

10. This is an essential element in all arbitrations as it is the cornerstone of the jurisdiction of the tribunal. Without an agreement, there can be no valid arbitration. The national laws and international treaties governing international arbitration recognise this, and an award will not be enforceable if the agreement to arbitrate is invalid in some way (e.g. if the parties were under some incapacity or if the agreement were invalid under its own governing law\(^5\). Note that potentially three legal systems could be relevant to this question).

11. It is also necessary, for all practical purposes, to have a written arbitration agreement. Without the agreement being in writing, the international treaties

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\(^5\) See for example New York Convention Art V(1)(a), Model Law Art 36(1)(a)(i), 1996 Act S 103(2)(a)
generally will not allow enforcement of the award. However, the modern manner of commerce is taking its toll on this requirement.

12. The New York Convention (1958) requires that the arbitration agreement is either signed by the parties or is contained in an exchange of letters or telegrams. The Model Law, which was adopted in 1985 gives a more modern concept of “in writing”. It includes agreements made by any means of telecommunication that “provides a record of the agreement”. This would include an exchange of E Mails, or even a set of pleadings one of which alleged, and the other which did not deny the agreement. Thus it is significantly wider and allows for the modern forms of communication.

13. The 1996 Act has taken an even broader view of “in writing” and allows for an oral agreement that makes reference to some written form that includes an arbitration agreement. Thus “in writing” now means “oral”. The rationale for this is to cater for many types of shipping contracts (e.g. salvage contracts or towing contracts) which are made over the radio, but often refer to standard forms that are well known in the industry and do contain arbitration clauses. The same approach is taken in Hong Kong (S 2AC of the Ordinance). The USA Federal Arbitration Act appears to be somewhat narrower. However, care should be taken because S5 of the 1996 Act only applies to Part I of the Act, and the enforcement provisions for International Arbitration are in Part III. Therefore one may well be thrown back to the requirements of the New York Convention.

The Importance of the Seat of the Arbitration.

14. In most arbitrations the arbitrator and the parties will conduct the arbitration without reference to the seat of the arbitration, just as most contracts are carried out without regard to the law that governs their terms. In addition, the concept of

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6 Section 5
7 See XL Insurance Ltd v Owens Coming [2000] 2LLR 500
arbitration is to provide a private system for dispute resolution, unfettered by the imposition of national courts. Both nationally and internationally there is an increasing trend to recognise the autonomy of the parties and give great weight to the fact that, where they have chosen institutional rules, or an ad hoc system, they have chosen a private code to regulate their arbitration. The Model Law states that:

In matters governed by this law, no court shall intervene except where so provided in this law.”

A similar provision has been incorporated into the 1996 Act, and Swiss law states that the Courts will “decline jurisdiction” where there is an agreement to arbitrate, except in limited circumstances.

Nevertheless, the institutional rules need to be backed up by a comprehensive system of law whose jurisdiction is not founded upon contract alone. This law is the Lex Arbitri, and it is determined, essentially, by the seat of the arbitration.

When the parties to an international arbitration chose for themselves the seat of an arbitration they will normally choose a place that has no connection with either party or the substance of the dispute. This does not mean that they wish to choose that place to govern their relationship, but the choice will generally govern the procedural aspects of the arbitration. If the parties do not make a choice themselves, then a choice will have to be made for them. Thus the UNCITRAL rules state:

Unless the parties have agreed upon the place where the arbitration is to be held, such place shall be determined by the arbitral tribunal, having regard to the circumstances of the arbitration.”

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8 See Model Law Art 5.
9 Arbitration Act 1996 S 1(c)
10 Art 7, Swiss PIL Act 1986
11 UNCITRAL Arbitration Rules Art 16(1)
The ICC leaves the choice to themselves, and they will normally choose the state of nationality of the chairman of the arbitral tribunal:

*The place of the arbitration shall be fixed by the court unless agreed upon by the parties.*  

17. The right choice of a *lex arbitri* is significant because the laws governing arbitrations is likely to differ in different countries. Generally however, the *lex arbitri* is likely to cover matters such as:

(i) whether a dispute is capable of being referred to arbitration;

(ii) time limits for commencement of arbitration;

(iii) interim measures for protection of property etc.;

(iv) the conduct of the arbitration, for example, disclosure of documents, taking of witness evidence etc;

(v) the powers of the arbitrators;

(vi) the form and validity of the arbitration award;

(v) the finality of the award, in particular, the extent to which an appeal is permissible.

18. The *lex arbitri* will also (probably) determine which country is the supervisory jurisdiction under the New York Convention.

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12 ICC Arbitration Rules Art. 14.1
19. Clearly these are all important aspects of arbitration, and immediately one can see that within an international context, there is room for conflict between the substantive laws of a dispute, or those governing a party, and the *lex arbitri*. For example, under one system of laws, the dispute may not be capable of arbitration (i.e. may not be arbitral), whereas under the *lex arbitri* it may be. Also, the dispute may not be capable of being arbitrated in the state in which enforcement is sought. In such circumstances, although the arbitration award will have been validly made, a state may refuse to recognise it and therefore refuse to enforce it.

20. The *lex arbitri* may also provide for powers that the parties did not expect. For example, in the Netherlands (Netherlands Arbitration Act 1986, Art. 1046) the court has power to consolidate related arbitration proceedings, even if one party has objected to that consolidation (unless the parties have expressly agreed that there should be no consolidation)\(^{13}\). The court also has power to add third parties in certain circumstances. British Colombia has a similar provision (an adapted form of the Model Law)\(^{14}\). The 1996 Act does not have such a provision but section 35 allows consolidation by Agreement, which is hardly novel.

21. Another issue that might arise differently under different legal systems governing the regulation of the arbitration is confidentiality. Is the arbitration inherently confidential without risk of this being lost?

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\(^{13}\)Note this can be compared to the position in Hong Kong Section 6B, relating to Domestic Arbitrations – but that section does not apply to international arbitrations.

\(^{14}\)International Commercial Arbitration Act S 27(2).


\(^{16}\)See *Esso Australia Resources Ltd v Plowman* [1995] 183 CLR 10 – Public Interest in Public Authorities exception

\(^{17}\)See *United States v Panhandle Eastern Gen* 118 F.R.D. 346 (D Del 1988) – No particularly understandable exception.
(iv) Others

22. As can be seen from the above, it is normal to have the *lex arbitri* as being the law of the place where the arbitration takes place, but not necessarily so. The concept is most often determined by reference to the “seat” of the arbitration, although that concept one most openly recognised in Swiss Law\(^\text{19}\) and English Law. In English law the seat is defined as:

> “the juridical seat of the arbitration designated –
> (a) by the parties to the arbitration agreement;
> (b) by any arbitral or other institution or person vested by the parties with powers in that regard, or
> (c) by the arbitral tribunal if so authorised by the parties, or determined, in the absence of any such designation, having regard to the parties agreement and all the relevant circumstances\(^\text{20}\).

23. Note from this definition that it makes references to the “juridical seat” and not the place where the arbitration takes place. The possibility of hearings in different places is well recognised in the laws of various states:

> Although the choice of a seat also indicates the geographical place for the arbitration this does not mean that the parties have limited themselves to that place. As is pointed out in a passage\(^\text{21}\) approved by the Court of Appeal in *Naviera Amazonia Peruana SA v Compania Internacional de Seguros del Peru* [1988] 1 LLR 116 at 121\(^\text{22}\), it may be convenient to hold meetings or even hearings in other countries. This does not mean that the seat of the arbitration changes with each change of country. The legal

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\(^{18}\) See *Bulbank v AIT*, October 2000

\(^{19}\) “The provisions of this chapter shall apply to any arbitration if the seat of the arbitral tribunal is in Switzerland and if, at the time when the arbitration agreement was concluded at least one of the parties had neither its domicile nor its habitual residence in Switzerland.” Swiss PIL Act Chap. 12, Art 176(1).

\(^{20}\) Section 3 of the Act.

\(^{21}\) In “The Law and Practice of International Commercial Arbitration”, by Redfern & Hunter.

\(^{22}\) The Peruvian Insurance case
place of the arbitration remains the same even if the physical place changes from time to time, unless of course the parties agree to change it.  ”23

24. A good example of this concept, and one that takes it even further, is the Olympic arbitrations that take place during the Olympic Games. The Court of Arbitration for Sport, which derives its jurisdiction from the Olympic Charter and from the entry form for the games completed by the participants, convenes an ad hoc panel to hear arbitrations during the currency of the games. The idea is that the disputes will be resolved within a few hours of them arising, thus allowing the games to continue as far as possible without being held up by disputes. Clearly therefore the panels sit in whatever country the games are held in, e.g. Sydney, Salt Lake City, Beijing, but the seat of the arbitration is always Switzerland (because the Olympic committee is based in Lucerne) and the _lex arbitri_ is always Swiss law.

25. In fact, sports law provides a good working example of many aspects of international arbitration, because it normally involves international athletes, competing in different countries, governed by the rules of the national governing bodies, the international governing bodies for the sport in question, the rules of the particular games in question, the national laws of the host state and the national law of athlete’s home state. However, to investigate this would take a paper in its own right and is therefore beyond the scope of this discussion.

26. However, the potential difficulties in such a situation should not be underestimated. For example, if the _lex arbitri_ is English law, and it empowers the English courts to issue a subpoena to require a witness to attend an arbitration hearing and give evidence, the English courts would not be able to enforce that subpoena if the arbitration is happening in Peru. There are inevitably territorial limits to their jurisdiction. Such an instance was recognised in the _Peruvian_ 23 Saville J in _Union of India v McDonnell Douglas Corp_ [1993] 2 LLR 48.
Insurance case\textsuperscript{24}, and does occur more often than one might think. Thus, although it is possible to conduct arbitrations in one place, with the \textit{lex arbitri} being the law of another, the practical difficulties make it sensible to have the seat of the arbitration, and the places where most of the hearings occur being the same. To put it another way, the seat of the arbitration should be the “centre of gravity” of the arbitration, from both the point of view of procedural law, and geographical location of hearings.

27. The Geneva Protocol of 1923, New York Convention and the Model Law all seek to reinforce this approach, but without limiting meetings or hearings to one place. e.g.:

\begin{quote}
“The arbitral procedure, including the constitution of the arbitral tribunal, shall be governed by the will of the parties and by the law of the country in whose territory the arbitration takes place.”\textsuperscript{25}
\end{quote}

28. One of the most significant aspects of this issue is the determination of where the award is made. If the parties and the tribunal get this wrong, then it can undo all the good that was achieved by the correct choice of \textit{lex arbitri}. The significance of this is set out in the New York Convention, which is the primary instrument throughout the world for the enforcement of international arbitral awards:

\begin{quote}
Recognition and enforcement of the award may be refused ...
\begin{itemize}
  \item [(a)] [where] the [arbitration] agreement is not valid …under the law of the country where the award was made”\textsuperscript{26}
\end{itemize}
\end{quote}

29. Where the arbitrators are resident in different countries (which is often the case), they will often tend to finalise the award from their home countries and use a fax

\textsuperscript{24} Naviera Amazonia Peruana SA v Compania Internacional de Seguros del Peru [1988] 1 LLR 116
\textsuperscript{25} Geneva Protocol of 1923 Art. 2.
\textsuperscript{26} New York Convention Art V(1)(a); see also Model Law Art 36(1)(a)(i) – see also the equivalent domestic position in S103(2)(b), which is identical words.
machine to communicate the last few changes. The decision will then be signed by each member of the panel, usually with the Chairman signing last. It is upon the Chairman’s signature that the award becomes final.

30. Clearly there is a very strong presumption in favour of the place where the award was made being the seat of the arbitration. Indeed, it would be strange if the parties, or even the arbitrators, without reference to the parties, and probably unwittingly, could sever the arbitration from its own centre of gravity. However in the UK just such a situation has arisen. An arbitration occurred in London, with its seat in London, using English law as the *Lex Arbitri*. However, the chairman signed the award in Paris. On appeal to the House of Lords, the Lords upheld the Court of Appeal in deciding that:

“It is the signature of the award that makes it final as far as the arbitrator is concerned...I find the conclusion [that the Award was made in Paris] irresistible.”

27 Per Lord Oliver in *Hiscox v Outhwaite* [1992] 1AC 562 @594-5.

31. This case has now been overruled by the Arbitration Act 1996\(^{28}\), but the mere fact that one of the top judicial tribunals of the world has reached this conclusion must serve as a significant warning for arbitrations occurring in countries where there is no statutory provision to the contrary.

32. Consequently, it is essential to legislate against this possibility. It can either be done by including, in the arbitration agreement, a provision that deems where the award is to be made, or alternatively ensuring that the arbitrators convene in the country of the seat of the arbitration in order to finalise, date and sign their award. The latter is obviously more costly and less convenient than electronic communication, but in the absence of provision to the contrary, may be an expense and effort worth making for the parties.

\(^{27}\) Per Lord Oliver in *Hiscox v Outhwaite* [1992] 1AC 562 @594-5.

\(^{28}\) Section 53
**Ad Hoc or Institutional Arbitrations**

33. This is an important distinction in international arbitration, and it defines the degree of flexibility within arbitration procedures. Both have their advantages and disadvantages and either could be more suitable in different circumstances. The difficulty arises because often one has to make the choice between the two at the time of the original contract (where it is that contract that creates the agreement to arbitrate), or certainly at the time of writing the arbitration agreement.

34. An ad hoc arbitration is one in which the procedures and rules by which the arbitration is to be conducted are agreed between the parties and the arbitration tribunal at the commencement of the arbitration, or, as sometimes happens, as the arbitration proceeds. The rules are adopted only for the purposes of the individual arbitration. They could be standard rules, for example, the UNCITRAL rules, either modified or not, or they could be specifically drawn up by the parties for the purposes of this individual arbitration.

35. Generally speaking, in an ad hoc arbitration there will be no third party involved, and all matters will be governed and administered by the arbitral tribunal, the parties, or by the courts of the country where the arbitration is taking place. In heavy arbitrations, where the parties may not wish either to do themselves, or trust to the other side, administrative matters, this may place a significant burden on the tribunal, who may not in any event be the best people to carry out administrative tasks. Such burdens can be lightened by the appointment of an independent secretary or registrar to the tribunal. The costs of this appointment need not be that significant, and if the right person is chosen it can create a much more efficient operation throughout the arbitration.

36. Institutional arbitrations are ones that adopt the rules of one of the various institutional bodies around the world, such as the American Arbitration
Association (AAA), International Chamber of Commerce (ICC), London Court of International Arbitration (LCIA), Hong Kong International Arbitration Centre (HKIAC), CEITAC. The arbitrations are administered by the institutions, and governed by the rules of that body. Those rules will generally be published, and will cater for all types of arbitrations. They will have been periodically reviewed and updated to cater for modern trends in arbitration practice and developments in the law. They will generally make provision for all of the various pitfalls that can become an international arbitration, and are in many respects a safe and easy route. They are also very useful if one party to an arbitration is likely to be in default, because the rules will make provision for what happens in the event of default (in appointing an arbitrator for example). The Japanese Centre for Commercial Arbitration (JCCA) is even more expensive than the ICC, and possibly adds less value.

37. The downside of the institutions is that they can be inflexible. If the rules do not provide for a procedure that the tribunal considers would be beneficial, then it is difficult to adopt it without express agreement from both parties (and even then there are pitfalls in taking an ad hoc approach to an institutional arbitration). Also the cost can be prohibitive. The ICC for example charge on an ad valorem basis. Thus, the greater the amount at stake, the greater the cost of the arbitration. In particularly large value claims, the benefits of the institution will not outweigh the burden of additional cost that it will bring. Equally this would be the case in small value arbitrations.

38. If asked to draw up some basic criteria against which to make the decision on whether to incorporate an institutional arbitration or not, they might look something like the following:

(i) Is the agreement to arbitrate incorporated into the original contract, or separate. If it is incorporated into the original contract, then it would be tempting to provide for an institutional arbitration, or alternatively make
adequate provision within the arbitration clause itself so that the clause is not effectively defeated by a recalcitrant party.

(ii) If the value of the dispute is small, the costs of the Institution may be significant, and the procedures may be too cumbersome for a simple dispute. Thus an ad hoc arbitration may be a much more cost effective and efficient way to proceed.

(iii) If the value of the dispute is large, and/or the issue particularly complex, and the parties are both experienced litigators (or at least their advisers are), and ostensibly willing participants to the dispute, an ad hoc arbitration may be a cheaper and better fitting system (although do consider the appointment of a secretariat to ease the process).

(iv) For mid value disputes, or where there is a risk of recalcitrance, institutional rules will provide for a comprehensive code, at reasonable cost, that can be efficient for the disposal of the dispute.

39. One route to be very wary of would be to seek to adopt into an ad hoc arbitration, the rules of one of the institutions. Such rules include many references to the institution, and will not work properly or adequately without the presence of the institution. Consequently, it should be the rules of the non-commercial institutions, such as UNCITRAL, that should be adopted into ad hoc arbitrations, if the parties do not write their own rules.

International Conventions and the Model Law

The Geneva Protocol 1923
40. The first step at introducing a transnational law governing arbitration came about as early as 1923, when, mainly as a result of sponsorship of the ICC, the Geneva
Protocol was signed. This has two objectives. First was to ensure that arbitration agreements were enforced internationally, so that the parties that had chosen to arbitrate rather than litigate their disputes were held to their election. Second it sought to ensure that awards could be enforced in the territory of the state in which they were made. Whilst limited in scope, it was none the less a significant step forward.

The Geneva Convention 1927

41. The main purpose of this Convention was to widen the scope of the Geneva Protocol to allow enforcement of awards in all contracting states, rather than just in the state in which the award was made. The convention had significant disadvantages, particularly that in order to enforce in one state, the parties had to show that the award would have been enforceable in the country of origin (i.e. where the award had been made). This often led to the need for double enforcement proceedings, firstly for a declaration in the courts of the state of origin, and then in the courts where enforcement was wanted. Nonetheless, this convention was still a significant advance on the protocol.

The New York Convention

42. The New York convention 1958, now signed by approximately 140 countries, was the first of three major steps by the United Nations to promote international arbitration. The second step was the introduction of the UNCITRAL rules, and the third step was the Model Law. There are also other, newer, conventions dealing with enforcement. All these conventions are of international law status, but the way in which they are to be interpreted and implemented, together with time limits and other procedural niceties are matters for national courts. Thus, you need to be familiar with the niceties of the local courts that you want to use in order to discover how they will use the New York Convention, or any other treaty that you want to use.
43. The convention deals with both the enforcement of arbitration agreements and the enforcement of awards. It replaces both the Geneva Protocol and the Geneva Convention for countries that have signed both. It is now the primary international convention dealing with enforcement of arbitration proceedings.

**The Model Law**

44. Model Law on International Commercial Arbitration was adopted by the United Nations Commission on International Trade Law in June 1985. The text goes through the arbitral process from beginning to end in a simple and readily understandable form. It provides a comprehensive law for the regulation and administration of the arbitration process. It is one that many modern legal systems could adopt in toto, or in a modified form. Legislation based on the Model law has been adopted in the following countries:

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45. At the very least it is one that any legal system reviewing its law of arbitration will inevitably take into consideration (as occurred in the UK in 1996 – although they decided not to adopt the Model Law itself).