International Commercial Arbitration

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Abstract

Arbitration proceeding is non-judicial proceeding for submitting a dispute to a third person or persons for a binding decisions. There are many advantages to use this means of proceeding over judicial proceeding. There are no rules relating to private international law. The more shorter time is needed to solve problems. They can avoid camera, etc. The enforcement of arbitral award, the rules contain in New York Convention are more flexible than the earlier Conventional rules. In order to use the arbitration proceeding, it is needed to draft the arbitration agreement in the business contract before they start their business transactions. In this agreement, it may be asserted the specific arbitration rules or arbitration institution to submit the dispute. There are many types of international commercial arbitrations. It can be distinguished in the basic of the business transactions, e.g. arbitration relating to investment can be called Investment Arbitration. There are two types of arbitration rules, ad hoc and institutional arbitration. Most of the Ad hoc arbitration to follow the rule relating to their arbitration is UNCITRAL Arbitration Rules. In the other hand, Arbitration Institutions own their specific rules. There are many Arbitration Institutions, ICC, ICSID, AAA, LCIA, SIAC etc.

Introduction

At present world, international investment, trade and commerce are rapidly developed everywhere. In order to make international trade, there are no possible way to avoid the controversy in the field of trade and commerce. To settle the trade disputes, businesspersons submit their dispute before the arbitrator or arbitrators than that of court room. It is popular way to settle the disputes arising among them. It is needed to use this type of proceeding, when they commence their business with another person or persons, that is to say, they assert the arbitration clause in their agreement.

Arbitration proceedings are non-judicial means for submitting a controversy to a third person or persons for a binding decision. Arbitration may result either from agreement of the parties or legislation which requires that process particularly in the field of commercial transactions.

International arbitration has enjoyed growing popularity with business and other users over the past 50 years. There are a number of reasons that parties elect to have their international disputes resolved through arbitration. These include the desire to avoid the uncertainties and local practices associated with litigation in national courts, the desire to obtain a quicker, more efficient decision, the relative enforceability of arbitration

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agreements and arbitral awards, the commercial expertise of arbitrators, the parties' freedom to select and design the arbitral procedures, confidentiality and other benefits.

There are many advantages to use the arbitration means for the settlement of commercial disputes. So, businessmen choose the way to provide the arbitration in their contracts. This is useful and popular in commerce.

There are two kinds of international commercial arbitration, Institutional and Ad Hoc. The parties to the agreement also free to chose the types of arbitration and place, language, arbitrators, etc.

Meaning and Nature of International Commercial Arbitration

International arbitration is sometimes described as a hybrid form of dispute resolution, which permits parties broad flexibility in designing arbitral procedures. As one example, consider the **International Bar Association** (IBA)'s Rules on the Taking of Evidence in International Commercial Arbitration, revised in 2010. These rules adopt neither the common law jurisdictions' broad disclosure procedures (Discovery), nor follow fully the civil law in eliminating entirely the ability to engage in some disclosure-related practices. The IBA Rules blend common and civil systems so that parties may narrowly tailor disclosure to the agreement's particular subject matter.[1]

Rules of evidence represents just one example of the different practice that applies to international arbitration, and which distinguishes it from provincial forms of arbitration rooted in the procedures of a particular legal system. Similarly, international arbitral practice has given rise to its own non-country-specific standards of ethical conduct which are believed to apply in international proceedings and, more to the point, to the arbitrators who are appointed to conduct them.[2]

International arbitration is a leading method for resolving disputes arising from international commercial agreements and other international relationships. As with arbitration generally, international arbitration is a creature of contract, i.e., the parties' decision to submit disputes to binding resolution by one or more arbitrators selected by or on behalf of the parties and applying adjudicatory procedures, usually by including a provision for the arbitration of future disputes in their contract. The practice of international arbitration has developed so as to allow parties from different legal and cultural backgrounds to resolve their disputes, generally without the formalities of their respective legal systems.[3]

The possibility of legal dispute arising is never absent in international trade transactions. Business dealing naturally gives rise to disputes but when they are international they are added difficulties often involving various jurisdictions, diverse legal systems, different procedures and sometimes more then one language. Therefore, disputes

1 www.en.wikipedia.org.

2 http://www.ibanet.org/

3 http://en.wikipedia.org/

settlement has become an important area in international contract and trade[4]. Settlement of disputes in trades either by litigation in court or by alternative nature dispute resolution international business transactions. Arbitration has been used by parties involved in commercial disputes for many years and provides a good alter nature to litigation[5].

Disputes are never absent in local or international trade transactions. There were various arbitration systems in the field of international commerce. Some trading countries have their own system of arbitration, other applies internationally recognized arbitration rules, and the rest applies the arbitration rules which are combination of international arbitration institutions.

Arbitration plays an extremely role in the settlement of international commercial disputes. Its popularity as an alternation form of dispute resolution procedure stems largely from the fact that it is an extremely flexible procedure; Arbitration offers the prospect of a relatively expedient and often cheaper means of settling disputes because the parties can choose the country in which the arbitration will take place, as well as the forum[6].

The Advantages of International Arbitration

Arbitration is not part of the state system of courts. It is a consensual procedure based on the agreement of the parties. Here, it is needed to question that why do the parties to the agreement refer to an arbitration to settle their present or future disputes. The reasons for arbitration have many advantages.

For international commercial transactions, parties may face many different choices when it comes to including a mechanism for resolving disputes arising under their contract. If they are silent, they will be subject to the courts of wherever a disaffected party decides to initiate legal proceedings and believes it can obtain jurisdiction over the other party. This may not sit well with parties that need to know at the time of entering into their contract that their contractual rights will be enforced. The alternative to silence is to specify a method of binding dispute resolution, which can be either litigation before the domestic tribunal of one of the parties or arbitration. If the parties choose to resolve their disputes in the courts, however, they may encounter difficulties.[7]

The first is that they may be confined to choosing one or the others' courts, as the courts of a third country may decline the invitation to devote their resources to deciding a dispute that does not involve any of that country's citizens, companies, or national interests. An exception to that rule is New York State, which will not entertain a forum non convenient motion when the dispute concerns a contract that is worth one million dollars or more and in which the parties included a choice-of-law clause calling for application of New York law. The second, and perhaps more significant difficulty, is that judicial

4 Swe Swe Aung, Daw, The Importance of Arbitration Clause in International Commercial Contracts, Law Journal, Vol VII, No.(1), Aug, 2005, p-4

5 Ibid, p-4

6 Pamela Sellman, Law of International Trade, the HLT Group Ltd, 1995, 2nd Edition, p-238

7 http://en.wikipedia.org

decisions are not very "portable" in that it is difficult and sometimes impossible to enforce a court decision in a country other than the one in which it was rendered.[8]

Arbitration is a private process for the binding resolution of a dispute through the decision of one or more private individuals selected by the parties to the dispute. The advantage of arbitration is especially obvious in disputes of a professional commercial character, which require that whoever settles the dispute possesses special expertise[9].

Parties may select an arbitrator who has specialized knowledge of trade practices or the parties may opt to choose a retire judge, law professor, or attorney with legal expertise. The appointment of an expert arbitrator in this special field may save the parties much of the time and money generally necessary in court proceedings to summon expert witnesses to clarify a complicated topic[10].

The parties may be released from the complicated rules of procedure and evidence that apply in the courts, and they may also agree upon the substantive law to be applied to the resolution of the conflict. The parties agreeing to international arbitration have the opportunity to choose the location for the arbitration and the language to be used[11].

Arbitration has been used by parties involved in commercial disputes for many years and provides a good alter nature to litigation. Arbitration has several advantages over litigation as a mean for resolving disputes. The main advantages of arbitration procedure are privacy since the public and press have no right to attend a hearing before arbitration.

The next advantage of arbitration is more quicker than the court procedure while the arbitrations may practice the formal hearings and strict rules of evidence and procedure. Then the court system may be cheaper than arbitration, where the arbitration's remuneration and all the venue costs must be met by the parties. But the result of arbitration may less easy to predict than court proceeding and venue and timing may be more flexible. Therefore, arbitration method is finally established as reliable institutions in the settlement of controversies in commercial transactions. The primary advantages of arbitration may be listed as follows:

First, arbitration proceedings allow the parties insuperable latitude in selecting the forum and persons which will be seized of the dispute. Discretion in selecting the forum for arbitration, as well as the arbitrator himself, may give the parties a greater degree of confidence than might otherwise be the case of a matter is referred to the courts where the parties have no influence over the appointment of a judge.

Secondly, arbitration proceedings tend to be more informal and flexible than strict legal proceedings. The parties will be able to air their differences in a less formal venue than the courts and the procedure itself will generally be more relaxed.

Thirdly, the arbitration hearing can be held in private and the award need not be published. A lock of publicity may be a significant consideration for the parties and more beneficial to their business relationships.

Fourth, as a general rule, the cost of arbitration is less expensive than formal legal proceedings. One of the more attractive aspects of arbitration is the significant savings in

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8 http://en.wikipedia.org

9 Swe Swe Aung, Daw, The Importance of Arbitration Clause in International Commercial Con tracts, supra, p-4

10 Ibid, p-4

11 Ibid, p-4

legal cost. On the other hand, with arbitration, the parties are regarded to meet the arbitrator's fees as well as paying for the venue.

Next advantage is that arbitrators often fix the date for hearing at an earlier stage and deliver their opinions within a relatively short period of time.

Finally, arbitration awards may be enforceable abroad it the country where enforcement is anticipated is a party to the New York Convention on the Enforcement of Foreign Arbitral Awards 1958. Enforcing a judgment of a court abroad is a difficult, if not impossible, task. An arbitration award is a more flexible instrument to enforce[12].

Neutrality and Enforceability of Arbitration Awards

The ability to resolve disputes in a neutral forum and the enforceability of binding decisions are often cited as the main advantages of international arbitration over the resolution of disputes in domestic courts. And there is solid legal support for this view. The principal instrument governing the enforcement of commercial international arbitration agreements and awards is the United Nations Convention on Recognition and Enforcement of Foreign Arbitral Awards of 1958, (the "New York Convention"). The New York Convention was drafted under the auspices of the United Nations and has been ratified by more than 140 countries, including most major countries involved in significant international trade and economic transactions. The New York Convention requires that the states that have ratified it to recognize and enforce international arbitration agreements and foreign arbitral awards issued in other contracting states, subject to certain limited exceptions.[13]

As a practical matter, what that means is that an international award originating in a country that is a party to the New York Convention may be enforced in any other country that is also a signatory, as if that award were actually rendered by the domestic courts of that second country.[14]

Drafting of International Arbitration Clause

Unlike traditional court proceedings, arbitration proceedings are confidential and private. It is obviously preferable for the resolution of conflicts which the parties would rather not publicize. The arbitrators are chosen by the parties to the dispute, which increases the probability that they will uphold the arbitral award and implement it[15].

To arbitrate, parties to the contract shall agree for arbitration in other words, an agreement for arbitration shall be contained in the contract itself. This is called an arbitration agreement.

Arbitration agreement is an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined

12 Pamela Sellman, Law of International Trade, supra, p-243

13 http://www.altenburger.ch/uploads/tx_altenburger/jl_2008_Swiss_Rules_Commercial_ Mediation.

14 ibid

15 Swe Swe Aung, Daw, The Importance of Arbitration Clause in International Commercial Con tracts, supra, p-5

legal relationship, whether contractual or not. An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement[16].

The arbitration agreement shall be in writing. An agreement is in writing if it is contained in a document signed by the parties or in an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement or in an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by another. The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement provided that the contract is in writing and the reference is such as to make that clause part of the contract.[17]

Most arbitral institutions have promulgated model clauses for parties to use to authorize the institution to oversee the arbitration. A number of specialized publications regarding the drafting of international arbitration clauses are available.[18]

In order to bridge the gap when parties to an international agreement have difficulty in agreeing upon an arbitral institution, some international arbitration specialists recommend using an arbitration clause that authorizes two arbitral institutions in the same city. Those clauses generally empower the party commencing the arbitration to select the arbitral institution.[19]

It is also provided in Section 29 (a) of the Myanmar Arbitration Act (1944), stats that 'arbitration agreement' means a written agreement to submit present or future differences to arbitration, whether an arbitration is named therein or not.

Arbitration has been used by parties involved in commercial disputes for many years and provides a good alter nature to litigation. By including an arbitration clause in their contracts with trading partners, they opt to have disputes decided finally by private individuals selected by the parties rather than litigating them in national courts. A well-drafted clause is critical to achieving the benefits of arbitration, and thus drafting arbitration clause plays an important role in commercial contracts.

Types and procedures of International Arbitration

There are three kinds of arbitration. The first kind of arbitration is Arbitration under International Law which known as Inter-states Arbitration, because both parties are sovereign states. The next kind is domestic arbitration. A domestic arbitration is one which not involving foreign element. The last kind is non-domestic or international arbitration. It involves some foreign element.

Types of International Arbitration may be categorized by the following ways, namely;

1. International Commercial Arbitration
2. Inter-state Arbitration
3. Investment Arbitration, and
4. Other Specific Arbitration.

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16 Art.7(1) of UNCITRAL model law

17 Art,7(2) of UNCITRAL model law

18 http://en.wikipedia.org/

19 ibid

The other way to classify the arbitration apart from inter state one is to do so on the basis of the subject-matter involved such as

(a) Commodity Trade Arbitration
(b) Documents only arbitration in consumer disputes
(c) Constitution industries arbitration
(d) Maritime arbitration
(e) Rent-Review and property Valuation Arbitration
(f) International Commercial Arbitration etc.

International Commercial Arbitration

The resolution of disputes under international commercial contracts is widely conducted under the auspices of several major international institutions and rule making bodies. The most significant are the International Chamber of Commerce (ICC), the International Centre for Dispute Resolution (ICDR), the international branch of the American Arbitration Association, the London Court of International Arbitration (LCIA), the Hong Kong International Arbitration Centre, and the Singapore International Arbitration Centre (SIAC). Specialist ADR bodies also exist, such as the World Intellectual Property Organization (WIPO), which has an arbitration and mediation center and a panel of international neutrals specializing in intellectual property and technology related disputes.[20]

In commercial transaction, the following two arbitrations are important, namely, international investment arbitration and other specific arbitration.

International Investment Arbitration

The last few decades have seen the promulgation of numerous Bilateral Investment Treaties (BITs), as well as Multilateral Investment Treaties, which are designed to encourage investment in signatory countries by offering protections to investors from other signatory states. One of the significant features of some BITs is that they provide investors with the ability to resolve disputes with the host states before the International Centre for the Settlement of Investment Disputes (ICSID).[21]

Other Specific Arbitration

According to nature of contract made between parties, there may be contrasts between them. Depend on the nature of disputes, other than above mentioned, settle by arbitration can be called "specific arbitration", such as construction dispute.

Procedures of International Commercial Arbitration

The 'international arbitration' is a logical choice for settlement of dispute arising from international commercial transaction. There are two great categories of international arbitration procedures namely;

(1) Institutional arbitration and
(2) Ad hoc arbitration

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20 http://www.wipo.int/amc/en/.

21 Ibid

Institutional arbitration

In their arbitration agreement the parties may opt for institutional arbitration or for ad hoc arbitration. Often the parties will agree an arbitration under the rules of one of the 'institutions' which provide facilities for the arbitral settlement of disputes arising in international commercial transitions. Institutional arbitration offers some advantages over ad hoc arbitration. The institution usually offers administrative assistance with respect to the conduct of the arbitration and its rules contain a code of procedure for the conduct of the arbitration. Many institutions, in countries throughout the world, have drafted sets of rules for the conduct of arbitrations in the hope of attracting lucrative arbitration business to their centers. Among them are the American Arbitration Association, the Euro-Arab Chambers of Commerce, the London court of International Arbitration (LCIA), the Netherlands Arbitration Institute, the Stockholm Chamber of Commerce and the former USSR Chamber of commerce and Industry.

Institutional Arbitration Rules

It was noted that all modern arbitration laws allow the parties to decide on the procedures to be followed in the arbitration. In most cases the parties exercise that right by choosing an arbitration institution in which the arbitration will take place. Any arbitration that takes place in the context of an institution will be conducted in accordance with the rules of that organization.[22] Therefore, the rules of the various arbitration institutions constitute the third level of legal rule governing international commercial arbitration. The rules set forth the procedure for the commencement of the arbitration, the appointment of the arbitrators, the conduct of the proceedings and the issuance of the award. Although all of these matters institutional rules may reflect the particular needs of the type of arbitrations that take place at that institution. Rules for arbitrations in the commodity trades needs not be and probably should not be, the same as those in the constitution industry. Most arbitration organizations have only one set of arbitration rules. Differentiation in procedure arises out of the specialization of the organizations. However, some arbitration organizations have multiple rules for different types of disputes.

Ad hoc Arbitration

It in their arbitration agreement the parties decide in favour of ad hoc arbitration they may agree on the arbitrator or leases appointment to a third. In major contracts, the arbitration clause will sometimes provide for a three person's arbitration tribunal each party appointing his arbitrator and the two arbitrators electing the chairman.

Whether the arbitration agreement provides for ad hoc or institutional arbitration it should always specify venue and the language of the arbitration.

In ad hoc arbitration, it is advisable to provide for the application of the UNCITRAL Arbitration Rules. The UNCITRAL Arbitration Rules of 1976 represents an

22 The Settlement of Disputes in International Law, Johm Collie and Vaughan Lowe, oxford University Press, P. 233

attempt to make life easier for parties desiring ad hoc clauses. These rules may minimize procedural disputes and enable a deadlock an arbitral broken[23].

Three Types of Ad hoc Arbitral Tribunals

Ad hoc arbitral tribunals have been, basically, of three types:

(1) The single arbitrator
(2) The joint commission and
(3) The mixed commission

The single arbitrator is chosen by mutual agreement between the parties. He would frequently be a foreign sovereign or head of state or even chief justice of a neutral state. The primary difficulty obviously was to secure agreement on the arbitrator.[24]

With the joint commission the tribunal would consist of a plurality of persons, as opposed to a single arbitrator. In some, each party would appoint an equal number of commissioners. For example, the Alashan Boundary Tribunal, 1903, by the U.S and Great Britain has six members, three appointed by each party.[25]

Here the process becomes almost one of negotiation of a compromise, and the risk of a failure to reach agreement is high. This risk is lessened by the practice adopted in the 1794 Jay Treaty of choosing an "odd" number by agreement or by lot. Since the odd member was also a national of one or other party, it is not possible to regard this as the introduction of a "neutral" element.

A substantial advance is seen in the mixed commissions which contain a neutral element. That is to say, they include a member or members with the decisive vote and not nationals of either party. In the celebrated Alabama Claims of 1872, U.S and Great Britain as parties each appointed one member only. The King of Italy, the President of the Swiss Confederation and the Emperor of Brazil each appointed one further member, producing a kind of collegiate international court. The precedent was successfully followed in the Behring Sea Fur Seals Arbitration of 1893.[26]

Ad hoc arbitration rules

Some arbitration takes place without any reference to an arbitration institution. They are referred to as ad hoc arbitrations. There are many reasons why two parties may decide to have an ad hoc arbitration rather than one in the context of an arbitration institution. One of the more prominent is that arbitration involving a limited amount of money and two parties in agreement that they wish to arbitrate their dispute may be less expensive and cumbersome as an ad hoc arbitration than one in an institution. The parties may also choose ad hoc arbitration because they were not able to agree on an institution.

The major disadvantage of ad hoc arbitration is that, while at the time of concluding the contract the parties may expect any dispute they might have to be settled in a friendly manner; at the time the dispute ripens they may be less inclined to cooperate. In particular, since any particular procedural rule may favour one or the other party in the dispute that now exists, they are unlikely to be able to settle upon the rules of procedure for

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23 http://www.wipo.int/amc/en/.

24 Ibid

25 Ibid

26 The Settlement of Disputes in International Law, Johm Collie and Vaughan Lowe, supra, P. 234

their arbitration. Without the rules of an arbitration institution as well as the impetus that a permanent structure can give, they may well find it difficult even to commence the arbitration[27].

The difficulties inherent in an ad hoc arbitration have been largely overcome by the preparation of two sets of rules for ad hoc arbitrations, the ECE Arbitration Rules and the UNCITRAL Arbitration Rules. The parties can provide in the arbitration clause in their contract that any dispute they may have will be settled by arbitration in accordance with the Rules. If a dispute does arise that must be settled by arbitration, the rules of procedure have already been agreed upon and the arbitration can commence. While the ECE Arbitration Rules have been widely used on the continent of Europe, they have been eclipsed by far by the UNCITRAL Arbitration Rules.[28]

The UNCITRAL Arbitration Rules were adopted in 1976 and were quickly accepted throughout the world. It is unknown how many arbitration takes place using the Rules. Since there is no tabulation of ad hoc arbitrations, and by the nature of such arbitrations there cannot be. An ad hoc arbitration under the Rules can take place in two different ways. One is purely ad hoc, i.e, no institution plays any rule in the arbitration. The other is that an arbitration institution takes some administrative tasks at the request of the panties.

These UNCITRAL Rules are almost indispensable in *ad hoc* arbitration and many institutions, Actually the UNCITRAL Arbitration Rules do not have the force o law in any country. They may be adopted by the contracting parties.

Article 28 of the UNCITRAL Arbitration Rules states that the UNCITRAL Rules may also be adoptet within a modified institutional arbitration agreement. The least involvement of the institution comes from being named as the "appointing authority". It the parties are unable to appoint the arbitrator or one or more of the arbitrations in a three member tribunal, the Rules authorize the appointing authority to do so.[29] If a challenge is made to an arbitrator, the challenge will be heard by the appointing authority[30].

Many arbitration organizations have indicated that they are willing to be appointing authority under the UNCITRAL Arbitration Rules. The parties may also request the arbitration institution to uncle take the secretariat functions that will be necessary during the arbitration and many arbitration institutions have indicated how they would administer such arbitrations, if requested.

At its 1982 session in recognition that a number of arbitration institutions had used the Rules as the basis for their own institutional rules, UNCITRAL adopted "Recommendations to assist arbitral institutions and other interested bodies with regard to arbitrations under the UNCITRAL Arbitration Rules.[31] UNCITRAL welcomed the development as one leading towards the desirable unification of arbitral procedure.

The Rules have also been used extensively outside the ambit of traditional international commercial arbitration. They were used with some modifications in the highly contentious Iran-United Slates arbitrations in The Hague, and were found to work well. It

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27 The Settlement of Disputes in International Law, Johm Collie and Vaughan Lowe, supra, P. 240

28 Ibid, P. 241

29 Ibid P. 241

30 Ibid, P, 243

31 Ibid. P. 243

may be on the basis of that experience that many Bilateral Investment Treaties offer ad hoc arbitration under the UNCITRAL Arbitration Rules as one of the means of dispute settlement between a foreign investor and the host State.

Conclusion

International Commercial Arbitration is the popular way to settle the disputes arising between international business transactions. There are many advantages to use this means of disputes settlement mechanism. The salient advantages of arbitration proceedings are as follows;

- can avoid the camera or press,
- can make convenient trial,
- can use convenient language,
- can provide effective rules and procedures,
- can take easier enforcement of award than the judgment of courts, etc.

The arbitration proceedings are more and more popular in business transactions. Many attempts to make a uniform rules and procedures were made by means of bilateral and multilateral agreements. There are many arbitration institutions in the global level. The most popular institutions are ICC, LCIA, AAA, ICSID etc. It can be seen that many international traders more satisfy the rules relating to recognition and enforcement in New York Convention than Geneva Rules.

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