

INDEX OF ISSUE 1

A

- Ad hoc arbitration, China, 43–44, 52–53
 - Arbitration Act, 44
 - harmonisation, 49–52
 - Hengqin Pilot Free Trade Zone, 47–48
 - Internet Arbitration Alliance and Docking Rules, 48–49
 - pro-institutional stance, 45
 - SPC's Opinion on Pilot Free Trade Zones, 45–47
- Amended Model Law, *See* Singapore
 - Convention on Mediation and Amended Model Law
- Applicable law (*lex loci arbitri*), 35, 37–39
- Arbitral tribunal, irregular composition, 34–39
- Arbitration Act, 43, 44
- Arbitration and Conciliation Act, 17–19
- Arbitration Law of the People's Republic of China, 13
- Arbitrator bias, 39–41
- Arbitrator's impartiality, 31–34
- Article V(1)(d) of the New York Convention, 30–32, 41
 - arbitral tribunal, irregular composition, 34–39
 - arbitrator bias, 39–41
 - structure, 32–34

B

- Belt and Road Initiative (BRI), 15

C

- CCPIT/CCOIC Mediation Centre, 12, 14, 15
- China
 - ad hoc arbitration (*See* Ad hoc arbitration, China)
 - dual-track system, 52
 - Internet Arbitration Alliance and Docking Rules, 48–49
 - mediation, 11–16

China International Economic Trade

- Arbitration Centre (CIETAC), 45
- Civil Procedure Law of the People's Republic of China, 13, 15
- Commercial Courts Act 2105, 17
- Commercial Reservation, 49
- Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID Convention), 50–51

D

- Decision-making process, 33
- Docking Rules, 48–49
- Dual-track system, 52

E

- eBRAM.hk, 22

G

- Global Pound Conference Series, 3
- Guangzhou Ocean Shipping v. Marships of Connecticut* (1990), 50
- Guidance on Further Advancing Mediation System to Resolve Disputes, 15

H

- Harmonisation, 49–52
- Hengqin Pilot Free Trade Zone, 47–48
- Hong Kong mediation, 20–23

I

- ICSID Convention, 50–51
- India mediation, 16–19
- International Commercial Expert Committee, 15–16
- International Institute for Conflict Prevention and Resolution, 1–2
- Internet Arbitration Alliance, 48–49

- M
Maxwell Chambers, 23
Model Law on International Commercial Mediation, 4, 5, 19, 37, 43
- N
New York Convention, 9, *See also* Article V(1) (d) of the New York Convention
- P
Pilot free trade zones (PFTZ), 44–47
Pro-institutional stance, 45
- R
Reciprocity Reservation, 49
- S
Salem Advocate Bar Assn. (II) v. Union of India, 18
Singapore Convention on Mediation and Amended Model Law, 2–6, 14–19, 22, 24–27
China, 11–16
defences to enforcement, 8–11
form requirements, 7
Hong Kong, 20–23
India, 16–19
Singapore International Mediation Centre (SIMC), 15, 23–24
Singapore International Mediation Institute (SIMI), 23–24
- Structured process, 24
Supreme Court of Germany, 37
Supreme People's Court (SPC), 44
model case, 45
Opinion on Pilot Free Trade Zones, 45–47
- T
Three-designation arbitration, 49
- U
UNCITRAL Working Group II, *See* Working Group
United Nations Commission on International Trade Law (UNCITRAL)
Convention on International Settlement Agreements Resulting from Mediation, 4, 5, 19–21
- V
Venire contra factum proprium, 34–35
Vikram Bakshi v. Ms Sonia Khosla, 16
- W
Waiver, 34–39
Working Group, 4–6, 9, 21–23, 27
- Y
Yisheng v. Invista, 45

INDEX OF ISSUE 2

A

- A. Ayyasamy v. A. Paramasivam and Others*,
163, 165
- Abu Dhabi arbitration, 122–123
- Abuse, 74–76
- Abu Zahra, Muhammad, 124
- Active remedy, 88–89, 102
- Additional Award, 147
- Alternative Delay Costs Claim, 146
- Al Ziblaya, 124
- Ameet Lalchand Shah and Ors. v. Rishabh Enterprises and Ors.*, 165
- Amiable composition*, 65–69, 72
- Applicable law, 130–132
- Arabian American Oil Company (Aramco),
120
- Aramco case, 119–120, 132
- applicable law, 130–132
 - arbitration, 120–121
 - foreign investors, 129–130
 - intention of parties, 126–128
 - Islamic law
 - choice-of-law and, 121–123
 - lack of knowledge, 128
 - relevance of, 123–126
- Arbitral legal order, 97
- Arbitration
 - and *amiable composition*, 65–69
 - ex aequo et bono* in, 71–73
- Arbitration Act (AA), 112
- Arbitration agreement, 114–115
- Asquith, Lord, 122–123, 130–131

B

- Belgian Judicial Code, 108
- Belgium, 108
- Bělohávek, A. J., 83
- Berger, K. P., 81
- Bertrand, E., 73, 76
- Born, G., 72, 79

Bruder, A. E., 82

Bucknill, A., 128

Burckhardt, P., 67

C

- Canada, 90
- Chauvinism, 130
- Choice-of-law, 121–123
- Coderre v. Coderre*, 79
- Commercial Arbitration Act 2010 (NSW) (Act)*,
135
- Commercial Arbitration Act 2011 (Vic) (CAA (Vic))*, 142, 145, 147–148
- Commercial Arbitration Act 2012 (WA) (2012 Act)*, 155
- Commercial Arbitration Act 2013 (Qld) (CAA (Qld))*, 139, 146
- Concession agreement, 129, 130
- Concession rights, 121
- Concessions for exploitation (*Iqta' al-Isteglal*),
123, 124
- Concessions for possession (*Iqta' al-Tamlik*),
123
- Contract, 79–82
- Contractual provisions, 115–116
- Court's power to set aside an arbitral award,
91
- Cross-Appellants, 137–138

D

- Dallah Real Estate and Tourism Holding Company v. The Ministry of Religious Affairs, Government of Pakistan*,
104–105
- December Award, 146
- Decision-making, 64, 66, 72, 76, 118
- Delaume, G., 131–132
- Della Valle, M., 67, 70
- Dispute resolution mechanism, 113
- Double judicial control, 104–105

Dual-track legislative system, 112
Dutch law, 84

E

Enforcement proceedings, 100–106
English Arbitration Act 1996, 66
Equity, 70–71, 77
European Convention of Human Rights (ECHR), 103–104
European law, 127
Ex aequo et bono, 63–65, 86
 abusive exercise, 74–76
 and *amiable composition*, 65–69
 in commercial arbitration, 71–73
 contract, 79–82
 and equity, 70–71
 implication, 84–86
 public order, mandatory rules to, 83–84
 trade usages, 82–83
 unpredictability, 76–78
 utility of, 73–74

F

Fairness, arbitral award, 73–74
Federal Arbitration Act, 103
Fiona Trust & Holding Corporation v. Privalov (2007), 135–136
Flexibility, 64, 73, 74, 85, 92, 94, 95, 99, 113, 117, 126
Foreign investors, 129–130
France, 96–98, 107–108
Free On Board (FOB), 121
French Code of Civil Procedure, 96
French law, 107
Full Federal Court, 135–136

G

‘General principles of law,’ 131
Geneva, 98
Gulf oil case, 122

H

Hancock Prospecting Pty Ltd v. Rinehart, 140
Hilgard, M., 82
Hilmarton Limited v. Omnium de Traitement et de Valorisation, 102–103
Hima, 125
Hoeft v. MVL Group, 92
Hurdsmann v. Ekactrm Solutions Pty Ltd, 138–139

Hyundai Engineering & Steel Industries Co Ltd v. Two Ways Constructions Pty Ltd, 150–151

I

ICC arbitral awards, 73–74
Imam Malik, 125
In re Chromalloy Aeroservices Inc. v. Arab Republic of Egypt, 103
Intention of parties, 126–128
International Arbitration Act 1974 (Cth), 139, 140
International Arbitration Act (IAA), 88, 101, 112, 114
International arbitration and foreign parties, 112–113
International Chamber of Commerce (ICC Rules), 95
Internationalization, 131–132
Internationalization of state contracts theory, 121–122
Investment arbitration regime, 132
IPCO (Nigeria) Ltd v. Nigerian National Petroleum Corp, 149
Iqta', 123–125
Islamic judicial system, 128
Islamic law, 119
 choice-of-law and, 121–123
 lack of knowledge, 128
 relevance of, 123–126

J

Jurisdictions, set-aside proceedings, 91–97

K

Kerr, M., 69
Kingdom of Saudi Arabia v Arabian American Oil Company (ARAMCO), 119

L

Lack of knowledge, 128
Lacuna, 126
le Bars, B., 71
Locus classicus, 121
Loquin, E., 84

M

MacNeil, Lord, 123
Mandate Determination, 147

- Maniruzzaman, A. F. M., 70, 76
 Al-Mawardi, 124
Methanex Motonui v. Joseph Spellman & Ors, 93–94
 Mineral policy, 124–126
Mitchell Water Australia Pty Ltd v. McConnell Dowell Constructors (Aust) Pty Ltd, 146–150
 Mr Kenneth Davey (Agreement), 151–156
- N
 Napoleonic Code, 68
Nathani Steels Ltd. v. Associated Constructions, 162, 165
Nearctic Nickel Mines Inc v. Canadian Royalties Inc, 80
 New York Convention, 100, 102, 104, 105
 New Zealand, 90, 93
Noble China Inc. v. Lei, 93
N. Radhakrishnan v. Maestro Engineers and Others, 163–165
- O
 Onassis Agreement, 120, 121
- P
Pacta sunt servanda, 129–130
 Paris, 98
 Paris Court of Appeal, 72, 80, 105
 Park, W. W., 74
 Party autonomy, 99–100
 Passive remedy, 88–89, 101, 103, 117
 Paulsson, J., 130
Petroleum Development (Trucial Coast) Ltd. v. Sheikh of Abu Dhabi (1951) 18 I.L.R., 122–123
 PIL Act, *See* Swiss Private International Law Act (PIL Act)
Popack v. Lipszyc, 92–93
 Predictability, 76
 PT First Media TBK, 88
 Public policy provisions, 83–84
- Q
 Quasi-international treaty, 129
 Queensland law, 139–141
- R
 Rhone Poulenc India Limited (RPIL), 159
Rinehart v. Hancock Prospecting Pty Ltd; *Rinehart v. Rinehart*, 134–135
 April 2007 Deed, 134
 Cross-Appellants, 137–138
 Deed of Obligation and Release, 134
 Full Federal Court, 135–136
 High Court, 136–138
 Hope Downs Deed, 134, 136, 137
 Substantive Claims, 134–136
 Validity Claims, 134–136
 Robine, E., 75–76
 Royal Decree, 120, 121
 Rubino-Sammartano, M., 67–68
 Russia, 97, 111
RW Health Partnership Pty Ltd v. Lendlease Building Contractors Pty Ltd, 141–145
- S
 Saudi approach, 119
 Saudi Arabia, 119–120, *See also* Aramco case
 Saudi Oil Concession Agreement (1933), 125–126
 Sauser-Hall, G., 122
 Section 16(9) Application, 147
 Set-aside mechanism, 89, 92–93, 95, 98–101, 104–112, 114–117
 Share Sale Agreement (SSA), 138–139
 Singapore International Arbitration Centre (SIAC), 113, 139
 Singapore, set-aside proceedings, 87–91, 116–118
 contractual waivers, 91–99
 arbitration agreement, 114–115
 contractual provisions, 115–116
 enforcement proceedings, 100–106
 exclusions, 106–109, 113–114
 grounds of set-aside, 113
 international arbitration and foreign parties, 112–113
 party autonomy, 99–100
 unsuccessful claimant, 109–111
 ‘Smacked of racial superiority,’ 126–127
 Sornarajah, M. M., 127, 129
 Sovereignty, 121
 Structural Monitoring Systems Ltd (SMS), 151–156
Structural Monitoring Systems Ltd v. Tulip Bay Pty Ltd, 151–156
 Substantive Claims, 134–136
Sukanya Holdings (P) Ltd. v. Jayesh H. Pandya and Anr., 162
 Supreme Court Act (SC Act), 110

Swiss Arbitration Act 1996, 110
Swiss Private International Law Act (PIL
Act), 94–97, 115, 116

T

Trade usage, 82–83
Trakman, L., 70, 72, 73
*Tulip Bay Pty Ltd v. Structural Monitoring
Systems Ltd*, 151–156

U

Uncertainty, 76, 77
United Kingdom, 105
United Nations Commission on International
Trade Law (UNCITRAL) Model
Law, 64–67, 75–79, 82, 83, 85, 88, 90,
92–93
United States, 92
Unpredictability, 76–78
Unsuccessful claimant, 109–111

US Healthcare Food Group Pty Ltd v. Zouky,
139–141
Utility, 73–74

V

Vagenheim, A., 75
Validity Claims, 134–136
Vuillard, E., 75

W

Weinberg, K. S., 76
World Trade Organization (WTO), 120

Y

Yu, Hong-Lin, 66

Z

*Zenith Drugs & Allied Agencies Pvt. Ltd. v. M/s
Nicholas Piramal India Ltd.*, 159–165