SUBJECT INDEX

A	
Abu Dhabi Global Markets	EU competition law, 357–363, 367,
(ADGM) autonomous jurisdiction within Abu Dhabi, 630–634 BITs, 635 civil law environment, 629–630 court support, 638–639 ICC, 636–637 institutional arbitration, 636–638 international conventions, 634–635 LCIA, 636 'MoJ-ADGM MoU,' 641–645 New York Convention, 639 recognition and enforcement of arbitral awards, 639–646 UNCITRAL Model Law, 142, 636 actori incumbit probatio principle, 2 Agreement on Promotion, Protection and Guarantee of Investments amongst the Member States of the Organization of the Islamic Conference (OIC Investment Agreement), 384–385 Aguas Del Gran Buenos Aires S.A., 407 American Arbitration Association (AAA), 7, 33, 45–46. See also United States emergency arbitration, 276, 290 Antitrust damages	national court decisions, 366–369 new arbitration clause, 369–370 Arbitration and new technologies, 120– 123 artificial intelligence, 120–123 challenges, 119–120, 125–126 international judicial decisions, 128–129 legal framework, 123–125 smart contracts, 127–128 two-sided examination, 119 Argentina Abaclat claimants and, 605 Civil and Commercial Code (CCC), 225–226, 579 Amendment Draft Bill, 228–229, 245 appointment of arbitrators, 245–246 arbitration agreement, 229–231, 234– 236, 239–242 challenges of arbitrators, 247–248 competence-competence principle, 237–239 facultative clauses, 244–245 foreign awards enforceability, 249– 250 institutional arbitration, 243–244 interim measures, 242–243 objective arbitrability, 232
Nobel, 359–366	_
Agreement), 384–385 Aguas Del Gran Buenos Aires S.A., 407 American Arbitration Association (AAA), 7, 33, 45–46. See also United States emergency arbitration, 276, 290 Antitrust damages CJEU's judgment in CDC v. Akzo	facultative clauses, 244–245 foreign awards enforceability, 249– 250 institutional arbitration, 243–244

'Subject Index'. Journal of International Arbitration 35, no. 6 (2018): 751–764. $\@$ 2018 Kluwer Law International BV, The Netherlands

separability principle, 237–239	Ready-Made Garment (RMG) indus-
subjective arbitrability, 233-234	try, 392–393
termination of arbitrators, 248-249	UNI Global Union, 394, 398
types of arbitration, 236-237	Bank for International Settlements (BIS),
-Italy BIT, 608	602
National Civil and Commercial	Belgium
Procedural Code (NPC)	international case law, 422, 435-436
conflicts with CCC, 228-229, 244-	Bilateral Investment Treaties (BITs), 600
245, 249–250	accord to foreign investors, 611
objective arbitrability, 232-233	ADGM Arbitration Regulations, 635
on arbitration awards, 241	Argentina and Abaclat claimants, 605
procedural aspects, 226-228, 235-	Argentina-Italy BIT, 608
237, 246	China-Laos BIT
provincial procedural codes, 226-228	MTF (moving treaty frontiers) Rule,
-Spain BIT, 407	336–337, 339, 341, 345, 347–352,
Articles on Responsibility of States for	354–356
Internationally Wrongful Acts	Sanum v. Laos, 339–352
(ARSIWA), 685, 704, 708	state succession, 329-335, 339, 354
Australia	Vienna Convention on the Law of
arbitral tribunal's power, 33	Treaties (VCLT), 333, 335-337,
Australian Centre for International	339–342, 344–346, 352–355
Commercial Arbitration (ACICA)	commercial contracts (legality clauses),
Rules	698–699
joinder provision, 176-177, 187-189,	DIFC Arbitration Law, 550-551
191–202	Emergency clauses, 615
International Arbitration Act, 36, 298	Hull Rule, 620
natural justice requirements, 37	Italy-Morocco BIT, 697
punitive damages, 587	Morocco-Nigeria BIT, 385, 612
Austrian Arbitration Act, 297	Spain-Argentina BIT, 407
	Spain-Czechoslovakia BIT, 423
В	United States-Uruguay BIT, 609
Bangladesh	Bolivian Conciliation and Arbitration Law
Accord on Fire and Building Safety,	No. 708, 289
392–400	Brussels I Regulation, 364-365
Dutch Agreement on Sustainable	Business and human rights law (BHR)
Garments and Textile, comparison	claims
with, 401–402	binding instrument, 382-383
IndustriALL Global Union, 394, 398	Caspian Sea Pipeline Project, 388–392

corporate social responsibility, 379-381 Provisions on Conduct of Judicial counterclaims, 407-408 Review, 377-378 Equator Principles, 388-392 review of arbitration agreements, 371 globalization, challenges, 412 Supreme People's Court's 'hardening' of soft law, 387-388 (SPC's) reform, 371, 373-374, investment treaties, 383-386 377-378 investor's obligation, 408-411 Convention on Civil Liability for Oil investor-state arbitration, 405-407 Pollution Damage, 381 PCA arbitrations, 402-403 Convention on the Recognition and Enforcement of Foreign Arbitral soft law, 386-387 specialized rules, 403-405 Awards. See New York Convention treaty examples, 385-386 Corporate social responsibility, 379–381 Corruption. See also International law on \mathbf{C} corruption Canada absence of rule of law, impact on, 674-EU-Canada Comprehensive Economic and Trade Agreement (CETA), bribe-giver and taker, 687-688 609 claim for restitution, 691-695 punitive damages, 587 Council of Europe (CoE) Civil Law, Caspian Sea Pipeline Project, 388-392 689 business and human rights (BHR) procontracts obtained through, 682-685 tections, 391 English law, 686-687, 690 China estoppel, acquiescence or waiver con-Belt and Road Initiative (BRI), 372 cepts, 685-691, 708-709 Civil Procedure Law, 377 German law, 687 foreign and domestic arbitration cases, private law rules, 685 374-375 private law rules of attribution, four new rules in 2017, 372 685-691 judicial review cases, categories, 374 transnational public policy, 677-682 -Laos BIT, 330, 334, 339, 340-342 treaty-based investment arbitration, MTF (moving treaty frontiers) Rule, 695-696 336-337, 339, 341, 345, 347-352, commercial contracts, 696-708 354-356 jurisdiction and admissibility issues, Sanum v. Laos, 339-352 696-708 exception analysis, 340-342 legitimate expectations and due propreliminary observations, 339-340 cess, 712–716 Singapore High Court's judgment, question of attribution, 708-712 United Kingdom, enforcement effects,

671-673

Prior-Reporting System, 373-377

US Foreign Corrupt Practices Act, 666autonomous jurisdiction within Dubai, 543-544 World Duty Free tribunal, 682, 684-686, Court Practice Direction No. 1/2017. 690-691, 695-696, 713 550 Court of Justice of the European Union Court Practice Direction No. 2/2015, (CJEU), 296-297 547-550 court support, 557-558 CDC v. Akzo Nobel (antitrust damages), 359-366 DIAC-DRA (Dispute Resolution release of frozen funds, 444 Authority) MoU, 555 CPR Arbitration Guidelines, 47-48 domestic awards, 558-560 Czech Republic Emirates Maritime Arbitration Centre interim decisions, 296 (EMAC), 556-557 -Spain BIT, 423 foreign awards, 560-562 international conventions, 550-551 D joint judicial tribunal, Dubai courts, Decision-making, psychology 567-569 anchoring bias, 468-471 -LCIA, 552-553, 630, 636-638, 646arbitrators, 465-466 blinders, 465-466 mutual recognition with Dubai courts, confirmation bias, 471-473 562-565 hindsight bias, 473-476 public policy exception, 569-573 legal context, 463-465 recent decisions, 138-139 overconfidence bias, 476-478 Dutch Agreement on Sustainable response bias, 466-468 Garments and Textile, 400-402 Directive on Antitrust Damages Actions, Bangladesh Accord on Fire and 359 Building Safety, comparison with, DIS Arbitration Rules, 653 401-402 Dubai Disputes Committee, 400-402 Court of Appeal, 137 Dutch, antitrust damages claims, 369 Court of Cassation, 131, 136-137, 139-Dutch collective redress experiences class action arbitration, 203-205 -DIFC Joint Judicial Committee, 546 inclusion of an arbitration clause, Dubai International Financial Centre settlement agreement, 221-223 (DIFC), 138-139, 141-142 in the Netherlands, 205-208 alternative dispute resolution (ADR) pre-settlement assessment, 219-221 mechanisms, 554 revision proposals, 217-218 arbitration institute, 553-554 WCAM (Dutch Act on Collective arbitration law, 544-546 Settlements) approach, 208–210 assistance from DIAC, 554-556 enforceability, 216-217

international settlements, 210–211 antitrust damages claims, 368

jurisdiction, 211–212 notification, 213–214	arbitral awards, challenges jurisdictional grounds, 490
representativeness and reasonableness,	serious irregularity, 490-492
214–216	Arbitration Act 1996, 6, 164, 286, 308,
	310–312, 321, 481–482, 484–485,
E	487–491
Emergency arbitration. See also Emergency	arbitrators' qualifications, 484–485
arbitrators <i>versus</i> the courts	Bill of Rights, 380
AAA Rules 276, 290	collective action clauses (CACs), 607
HKIAC Rules, 279–280, 283–284, 294	enforcing foreign awards, 489-490
ICC Rules, 275, 278–279, 282–285,	interim decisions, 296
290–291, 294–297, 299, 301–302	international arbitrators, 507
ICDR Rules, 276–278, 283–284, 290,	Magna Carta, 380
294–295	public policy control of international
LCIA Rules, 280, 283–284, 286, 295	arbitral awards, 164–165
Russia, 291	punitive damages, 587
SCC Arbitration Rules, 277, 281, 283–	removal of arbitrators, 485–487
284, 294, 302–306	setting-aside proceedings, 487–488
SIAC Rules, 277–278, 284, 294, 301	stay of court proceedings, 482–484
Sweden, 291	Equator Principles, 388–392
United States, 289	EU economic sanctions
Emergency arbitrators <i>versus</i> the courts	against Russia, 441
confidentiality, 299	applicable law, 450–452
enforceability of decisions	legal order, state of the seat of arbi-
legal status, 288–290	tration, 457–458
institutional arbitration rules, 276–283	lex contractus, 452–455
interim relief, 275–276	mandatory provisions, 439-442
investor-state arbitrations, 300–306	third country sanctions, 456–457
power of national courts, 283–287	tribunal formation, 442–444
practical considerations (speed and	arbitrability of the dispute, 444–450
costs), 293–295	Comprehensive Economic and Trade
tactical considerations, 299–300	Agreement (CETA) with Canada,
types of interim measures, 295–299	609
unenforceability of decisions, 291–293	embargo regulation, 448
Emirates Maritime Arbitration Centre (EMAC), 556–557	recognition and enforcement of arbitral awards, 458–460
	recognition and enforcement of arbitral

F	Arbitration Ordinance, 288
Finland	emergency arbitration, 279-280, 283-
antitrust damages claims, 369	284, 294
Finnish Arbitration Act, 291	Hong Kong International Arbitration
Foreign Corrupt Practices Act (US), 666-	Centre (HKIAC) Rules, 6, 49
671	joinder and/or consolidation
France	provisions, 176-177, 182,
Arbitration Law, 6	185–201
Code of Civil Procedure, 285	Host Government Agreement, 391
Declaration on the Rights of Man and	Hull Rule, 620
Citizen, 380	Human Rights Council (HRC)
public policy control of international	Guiding Principles on Foreign Debt,
arbitral awards, 159-160	612, 621
punitive damages, 588	Hungary
tribunal-ordered interim decision, 291, 296	punitive damages, 588
270	I
G	ICC (International Chamber of
GCC (Gulf Cooperation Council)	Commerce)
Convention, 550, 634–635	ADGM Arbitration Regulations, 636–
Germany	637
antitrust damages claims, 368	Cases
international arbitration, 504–506	Case 12269, 15
law on corruption, 687	Case 13078, 15, 22
public policy control of international	Case 8775, 15
arbitral awards, 161–162	Corfu Channel, 15, 21
punitive damages, 588	CCJA Rules, comparison, 529-530
Global Compact in 2000, 386	emergency arbitration, 275, 278-279,
Guiding Principles on Business and	282-285, 290-291, 294-297, 299,
Human Rights, 383	301–302
	facilitation of settlement, 508-509
H	Italian law, application, 455
Hague International Business and Human	joinder and/or consolidation provisions,
Rights Arbitration Rules, 399,	177–178
403–405	Pre-Arbitral Referee procedure, 291
Heavily Indebted Poor Countries (HIPCs)	Rules, 451
Initiative, 621–622	withdrawal of claims, 653, 656
Helms-Burton Act (US), 454	ILO (International Labour Organization),
Hong Kong	396–397

In-house counsel communications	CEDR Rules for the Facilitation of
discoverability, 149–150	Settlement in International
fairness instinct, 151	Arbitration, 512–513
IBA Rules, 153–154	China, 512
privilege rules, 147-149	IBA Guidelines on Conflicts of Interest,
Inter-American Convention on Human	508
Rights, 585	informed and uncoerced consent of
Intergovernmental Agreement (Turkey,	parties, 513-515
Azerbaijan, and Georgia), 390-391	modern trend
Intergovernmental Working Group, 382	England, 507
International Air Transport Association	US courts, 507
(IATA), 442	pro or contra settlement
International arbitration	Germanic' jurisdictions, 504-506
adverse inferences, 4-5	proactive approach, 509-510
authority, 5–8	mediation, misconception, 512-513
other phenomenon, 8–11	technical aspects, 511-512
requirements, 11–26	timing of settlement discussions, 515-516
witnesses, 27	International Bar Association (IBA) Rules
burden of proof, 2–4	on Evidence, 7, 25–26, 43, 123
consistency with facts, 21	International Capital Market Association, 606
improper adverse inferences, 8-11	International Centre for Dispute
Iran-United States Claims Tribunal case	Resolution (ICDR), 153-154
law, 11	emergency arbitration, 276-278, 283-
issue of accessibility, evidence, 14-16	284, 290, 294–295
logical relation, adverse inference, 21-	International Centre for Settlement of
23	Investment Disputes (ICSID)
prima facie evidence, 23-25	Rules, 7, 34, 39, 94, 96, 106, 300
procedural fairness	business and human rights (BHR)
case law, 41-46	claims, 391, 408
traditional view, 39-40	Convention, 600, 604-605
production of evidence, 11-14	International Court of Arbitration
spoliation of evidence, 16-20	ADGM Arbitration Regulations, 636
tribunal's power, 5–8	International Labour Organization (ILO),
International Arbitration Act (Singapore),	386
288	Tripartite Declaration, 387
International arbitrators, direct involve-	International Law Commission (ILC), 411
ment in amicable settlement, 501-	International law on corruption, 104-107
502	competing tests for non-attribution,
ALI/UNIDROIT Principles, 507	108-111

corrupt officials conduct, 108	SCC Arbitration Rules, 176-177, 180-
International Monetary Fund (IMF), 602	181, 188–202
Iran-United States Claims Tribunal, 11, 24	SIAC Rules, 177, 182-185, 188-202
Ireland	Switzerland, 176-179
Irish Arbitration Act 2010, 492-494,	temporal limits, 196–197
496	UNCITRAL Model Law, 176–177, 188
setting-aside proceedings, 495-496	
stay of proceedings, 493-495	L
UNCITRAL Model Law, 492-493	London Court of International Arbitration
Italy	(LCIA) Rules, 36, 94, 122, 142,
-Argentina BIT, 608	653
ICC Rules, 455	ADGM Arbitration Regulations, 636
-Morocco BIT, 697	emergency arbitration, 280, 283-284,
punitive damages, 588	286, 295
	joinder and/or consolidation provisions,
Ţ	176–177, 181, 188–191, 193–199,
Joinder and consolidation provisions	201
additional party's request, 189–191	
application's content requirements,	M
192–193, 197	Magna Carta, 380
appointment decisions, 191–192	MERCOSUR Agreement on
arbitral tribunal's appointment,	Commercial Arbitration, 241–242
200–201	Mexico, punitive damages
Australia, 176-177, 187-189, 191-202	American counterparts, comparison,
benefits, 174	582–586
consolidation of two or more arbitra-	arbitral tribunal's power, 588–590
tions, 196, 198–199	breach of contract, 586-588
contractual provisions, 175	civil liability, 578, 580, 593
date of commencement, additional	common law approach, 579
party, 195–196, 200	criticisms, 577
determination of application, 197, 199	foreign judgments and awards,
discretionary rules, 193–195	595–596
express agreement, 175	Mayan Palace decision, 576-579, 583,
general principles, 176	585, 591, 593–597
HKIAC Rules, 176–177, 182, 185–201	Mexico City Civil Code, 580-581
ICC Rules, 177–178	recent adoption, 578
inclusion and enhancement of existing	Middle East and North Africa (MENA)
provisions, 175	Institutional arbitration, 636
LCIA Rules, 176–177, 181, 188–191,	Multilateral Debt Relief Initiative
193–199, 201	(MDRI), 622

MTF (moving treaty frontiers) Rule, 336–337, 339, 341, 345, 347–352, 354–	O OHADA arbitration
356	arbitral practice, challenges, 526
	CCJA Arbitration Rules, 526–529
N	case management conference, 529
The Netherlands. See also specific Dutch	fee agreements, 531–532
entries	new provisions, 529–531
Collective Settlement of Mass Damages,	guiding principles, 519
207	legislative efforts, 517-519
Netherlands Arbitration Institute (NAI),	mediation and arbitration center, 533
401–402	new laws, 519-521
New York Convention, 40, 135, 137-	parties' duty of celerity and loyalty, 525
139, 287	time-limits for judges, 523-525
ADGM Arbitration Regulations, 639	Uniform Act on Arbitration, 521-523
arbitration clauses and arbitral awards,	1999 structure, 521
549	new provisions, 522-523
DIFC Arbitration Law, 546, 559, 561	scope of application, 522
EU competition law, 357, 373, 375,	Uniform Act on Mediation
377–378	background, 534
foreign awards	confidentiality obligation, 537
applicant's final choice, 430-432	need for ADR techniques, 539
cherry-picking, use of, 433-437	process, 535-537
distinct principles, 424-428	scope of application, 534-535
due process principles, 429-430	settlement agreement, 538-539
enforcing party's choice, 428-429	validity of awards, 526
exequatur procedures, 417-424	OHADA Common Court of Justice and
opting for one regime or the other,	Arbitration, 305
432–437	Organisation for Economic Co-operation
recognition and enforcement, 416-417	and Development (OECD), 386-
history and influence, 414-416	387
modus operandi, 413-414	Convention on Combating Bribery of
purpose, 416	Foreign Public Officials in
UAE's accession, 138	International Business
New York law	Transactions, 668-671, 673
Collective action clauses (CACs), 606	Organization of the Islamic Conference
New Zealand	(OIC) Investment Agreement, 385
punitive damages, 587	Al-Warraq award, 61, 77
North American Free Trade Agreement	arbitration practice, 67–71
(NAFTA), 22–23, 99	BITs, 74–75
•	,

binding consent, 93-99 Triulzi Cesare SRL v. Xinyi Group critical terms, definitions, 64 (Glass) Co. Ltd., 42-43 definition clause in Article 1, 87 dispute settlement mechanisms, 62-67 R Reasonable foreign investor standards disputing parties, 60 acts of corrupt officials, 103-104 economic objectives, 63-64 evolutionary interpretation, 76-82 Crawford's approach, 104, 111 critical legal theory, 112 human rights-related treaties, 82-86 Llamzon's lex specialis, 109-111 international arbitration in Islamic non-attribution on, 116-117 countries, 75-76 prosecution of senior officials, 115 main specifications, 62 public harm due to corruption, 115-116 principles of 'contemporaneity,' 71-74 proper rule of interpretation, 88-89 pursuit of private interests, 114-115 Reciprocal Investment Promotion and text and the context of Article 17, 86-Protection Agreement 2016 87, 90-93 (Morocco-Nigeria BIT), 385 treaty creations, 61 Republic of Congo, tribunal's ruling in SNPC v. Total Fina, Paris Court of Appeal SNPC v. Total Fina, 291-292 Riyadh Convention, 550, 570 Rome I Regulation, 440 -Singapore Free Trade Agreement, 609 Rome Statute of the International -South Korea Free Trade Agreement, Criminal Court, 381 609 Rule of Law Index (World Bank), 676, 714 Poland Civil Code, 168 dispute resolution mechanism, 253-254 public policy control of international emergency arbitration, 291 arbitral awards, 165-166 new approaches to arbitration public policy exception, 158-159, 167ad hoc arbitration, limitations, 261 171 arbitrability of certain types of disstatutory provision to annul arbitral putes, 259-260 awards, 157-158 court practice, 262-263 Procedural fairness, case law, entry review, 257-259 exit review, 261-262 AMZ v. AXX, 44-45 Schlessinger v. Rosenfeld, Meyer & Susman, public prosecutor's role, 260-261 ultraconservative regulatory pattern, TCL v. Castel Electronics, 41-42 264-265 Travis Coal, 41 past arbitration reform, 254-255

S	emergency arbitration, 277, 281,
Sharpe test, 10, 12, 14, 20, 21, 25	283–284, 294, 302–306
Singapore International Arbitration Centre	joinder and/or consolidation provisions,
(SIAC), 6, 34, 36, 39, 44, 48, 50-	176–177, 180–181, 188–202
51, 53–54	Summary dispositions
emergency arbitration, 277-278, 284,	availability
294, 301	explicit rules, 34-35
joinder and/or consolidation provisions,	party autonomy, 35
177, 182–185, 188–202	pro-enforcement bias, 34
Rakna Arakshaka Lanka Ltd. v. Avant	unfairness challenges, 32-33
Garde Maritime Services (Private) Ltd.	civil law position, 46-47
(Singapore High Court)	definition, 32
exclusivity of article 16(3), 725-731	new approaches
fact and decision, 720-721	institutional rules, amendments,
interlocking principles, 722-724	48–50
Sovereign debt and investment arbitration	internationality, 50
collective action clauses (CACs), 601,	soft law, 47–48
605–609	party agreements, 50-51
expropriation, 619-622	exclusion of enforcement challenge,
human rights, 611-613	52–53
public policy, 616-619	set-aside waivers, 51-52
Report on the Effect of Sovereign Debt	waiver options, 53-55
on Economic Social and Cultural	procedural fairness, 31-32
Rights	general law concepts, 36-39
holdouts versus vultures, 600-605	public policy, 35–36
human rights context, 600-601	Sweden
restriction to arbitration in investment	Arbitration Act, 291
agreements	emergency arbitration, 291
arbitration clauses, 608-610	Switzerland
collective action clauses, 606-607	choice of legal regime, 429
restructuring process, 599-600	Federal Tribunal, 445
Single and Two Limb Voting, 606	Private International Law Act (PILA),
state of necessity, 613-616	162, 445, 455
Spain	public policy control of international
-Argentina BIT, 407	arbitral awards, 162–163
-Czechoslovakia BIT, 423	Swiss Rules of International Arbitration,
punitive damages, 588	176
Stockholm Chamber of Commerce (SCC)	joinder and/or consolidation provi-
Arbitration Rules, 48	sions, 176–179

T	U
Third-party funding (TPF) arrangements	United Nations Commission on
access to justice, 325	International Trade Law
allocation issue, 317–318	(UNCITRAL)
arbitration award, 309-310	Arbitration Rules, 34, 36, 40, 394-395
arbitration clauses, 327-328	399
consensual nature of arbitration, 322	Abu Dhabi Global Market (ADGM)
construction issue, 316-317	Arbitration Regulations, 636
costs versus premium, 312-313	joinder and/or consolidation provi-
Essar v. Norscot, 307-308, 310-312	sions, 177, 188
ex aequo et bono purpose, 321	as the technical expert of OHADA, 520
exceptional circumstances, 319-320	Model Law on International
generally accepted categories,	Commercial Conciliation
315	new Uniform Act on Mediation
implied consent to the award of costs,	(UAM), 534
323	Model Law on International
incurred for arbitration, 314-315	Commercial Arbitration, 6, 12, 33
institutional arbitration rules, 326-327	36, 38, 42, 394, 416
interest, 321–322	arbitral tribunal, definition, 289
legal basis, 318-319	DIFC Arbitration Law, 646-647
national arbitration laws, 327	in England, 482
recovery expense, 308-309	in Ireland, 481
'risk-free' contract, 323-325	inspiration to ADGM, 142
Trans-Pacific Partnership Agreement	joinder and/or consolidation provi-
(TPPA), 609	sions, 176
Transparency International, 671, 676, 679	Mexico Code of Commerce, 589
Treaty-based investment arbitration, 695-	national arbitration law, 654
696	Ontario Superior Court on, 55
commercial contract, 696-708	preliminary orders, 297-298
jurisdiction and admissibility issues,	Rakna Arakshaka Lanka Ltd. v. Avani
696–708	Garde Maritime Services (Private) Ltd.
legitimate expectations and due process,	(Singapore High Court)
712–716	exclusivity of article 16(3), 725-731
question of attribution, 708-712	fact and decision, 720-721
US Foreign Corrupt Practices Act, 666-	interlocking principles, 722-724
671	withdrawal of claim, 652
World Duty Free tribunal, 682, 684-686,	Notes on Organizing Arbitral
690–691, 695–696, 713	Proceedings

facilitation of settlement, 508 enforcement effects (treaty-based Transparency Rules, 404 investments), 671-673 Uniform Act on Arbitration. See also English law on corruption, 686-687, OHADA Arbitration 690 1999 structure, 521 United Nations new provisions, 522-523 Basic Principles on Sovereign Debt scope of application, 522 Restructuring Processes, 610 Uniform Act on Mediation. See also Charter, 380 OHADA Arbitration Convention on the Law of the Sea. background, 534 381 confidentiality obligation, 537 Covenant on Economic, Social and need for ADR techniques, 539 Cultural Rights, 610 process, description, 535-537 General Assembly resolution, 454 scope of application, 534–535 Human Rights Council, 382 settlement agreement, 538-539 sanctions against Iraq, Libva, and United Arab Emirates (UAE). See also Abu Yugoslavia, 442 Security Council (UNSC), 440, 449, 453 Dhabi Global Market (ADGM); Sustainable Development Goals, 412 Dubai International Financial Centre (DIFC) United States Civil Procedures Code (CPC), Constitution and Bill of Rights, 380 133, 136, 137, 139, 561, 563-564, emergency arbitration, 289 Federal Arbitration Act, 5 commercial disputes, 131-132 Foreign Corrupt Practices Act, 666-671 enforcement of arbitral awards, 135-139 exceptional method of dispute resolu-Helms-Burton Act. 454 international arbitrators, tion, 132 Federal Law 11 of 1973, 564 507 'free zone' arbitration, 141-142, 541-542 Mexican counterparts, comparison, ICC cases, 142 582-586 immunity of arbitrators, 133-135 Model BIT, 383-384 Islamic Shari'a, 570 punitive damages, 587 Penal Code, 134-135 -Uruguay BIT, 609 presumption of apparent authority, Universal Declaration of Human Rights 139-141 (UDHR), 380-381 recent development in arbitration, \mathbf{v} 132 - 133United Kingdom. See also Dubai VIAC Arbitration Rules, 653 Vienna Convention on the Law of International Financial Centre Treaties (VCLT), 333, 335-337, (DIFC)-LCIA; England; Ireland

arbitral tribunal's power, 33

339-342, 344-346, 352-355

W

WCAM approach (Dutch law), 208–210 enforceability, 216–217 international settlements, 210–211 jurisdiction, 211–212 notification, 213–214 representativeness and reasonableness, 214–216

Withdrawal of claim arbitration proceedings, 649–650 no need to decide claim, 663–665 with prejudice

arbitral tribunal required to render award, 662–663 consent of respondent not required, 661–662 decision on cost, 663 without prejudice, 650–652 admissibility decision, 658–659 consent of respondent required, 652–660 cost reimbursement, 660–661 World Duty Free tribunal, 682, 684–686,

690-691, 695-696, 713