



AI COMMENTARY: UNCITRAL MODEL LAW 2006

Prepared by Galadari Advocates & Legal Consultants with ChatGPT

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About Galadari

Galadari is a full-service Emirati law firm dedicated to providing legal solutions at every stage of the business cycle.

Since 1983, we have supported the development of the United Arab Emirates (UAE) legal framework, while contributing to the industry and driving great commercial impact across the Emirates and supporting our clients to navigate through their challenges.

For four decades, our goal has been to deliver the highest-quality product to solve complication issues. Our team take pride in our uncompromising approach to quality and recognise everything we do, or produce is a measurement of our commitment to quality. We give 100% the first time and every time.

Our legal team consists of over 60 locally qualified Emirati and international lawyers across 3 offices in the UAE who are fluent in 18 different languages. Our Emirati advocates have full rights of audience across all UAE Courts. Our team aims to provide the highest standard of legal service and maintain the same level of quality at every point of contact.

Aligned with our core values, Galadari is committed to being a responsible business. We are actively progressing towards a diverse and inclusive workforce, using our legal capabilities to do good in the community through pro bono work, supporting communities and charities across the UAE, and reducing our environmental impact.

Galadari's International Arbitration Practice

Galadari “are a local law firm with international standards and lawyers, familiar with local UAE laws, DIFC laws, and international laws” (*The Legal 500 EMEA – UAE 2023*).

With over four decades of experience in the UAE, our team possesses extensive expertise gained from their involvement in high-profile, intricate disputes worth millions of dollars across the region. Clients rely on our broad-ranging knowledge to guide them on the most suitable strategy for their business when faced with a dispute, whether as the claimant or respondent.

We represent clients in proceedings governed by a variety of international arbitration bodies, including ICC, LCIA, SCC, SCIA, DIAC, and GCC CAC. Additionally, we also provide representation in ad-hoc arbitration cases, and arbitration-related proceedings before the courts of Dubai, the DIFC, Abu Dhabi, and the ADGM.

With one of the largest teams of Emirati advocates in the country, we offer a one-stop shop from the initiation to the conclusion of any arbitration, eliminating the need for external counsel.

Clients and legal directories continuously praise our forward-thinking approach. The team was shortlisted for Arbitration Law Firm of the Year by Thomson Reuters Asian Legal Business Middle East Law Awards 2023, and Arbitration Team of the Year in Law.com International's Middle East Legal Awards 2023.

Galadari's International Arbitration Team



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Editors' Preface

Galadari's Artificial Intelligence (AI) Commentary on arbitration rules, laws, and treaties, was composed by Abdulla Ziad Galadari, Sergejs Dilevka, and Dimitriy Mednikov.

The term 'artificial intelligence' (AI) was first suggested by John McCarthy in 1955, defining it as a challenge "*of making a machine behave in ways that would be called intelligent if a human were so behaving*".

Almost seventy years later, further to multiple waves advancing AI technologies and notwithstanding several so-called 'AI winters' (prolonged periods of time when interest and investment in AI was significantly decreasing), AI has finally arrived as an essential technology for our future development and is here to stay. Today, leading AI platforms are able to maintain logical conversations their users, thus, satisfying Mr McCarthy's problem by making a machine behave intelligently.

The benefits of AI for both individuals and businesses have transitioned from being purely theoretical to practicable and, to a great extent, quantifiable. For legal practitioners, presently, such quantifiable benefits would likely be based on the billable time saved, for example, on document review and textual analysis or production of documents based on standard templates. Further, there is a huge potential to use AI to write simple code automating mundane tasks, such as generation of exhibit lists, (re)numbering of exhibits, bulk-conversion of documents from one file format into another, updating cross-references or footnotes in a document — one can think of plenty of use cases and what is needed is a bit of knowledge on how to make basic changes to that code and run it. However, as of the date of this publication, it seems that the general consensus among legal practitioners is that AI systems cannot be reliably used for legal research and all of the results of such research would still have to be reviewed with great care by human lawyers.

Galadari's AI Commentary on arbitration rules, laws, and treaties, is an experiment focussed on using AI to ascertain the current quality of AI analysis, and to determine whether AI is able to digest large quantities of complex information and produce an accurate and logical analysis of the relevant text in respect of various arbitration rules.

In the development of this AI Commentary, we used ChatGPT (GPT-3.5), an AI-powered language model developed by OpenAI. This AI model is capable of generating human-like text based on context and past conversations. The method used, for consistency, and not due to lack of imagination, implemented the use of the following prompt template to generate commentary on each provision of the relevant text: 'analyse article/section X of arbitration law/rules/treaty'.

Overall, the general outcome of our experiment indicates that, in the majority of situations, ChatGPT was able to successfully dissect provisions, spot important nuances, and generate meaningful commentary on the relevant provisions. Specifically, once ChatGPT was presented with a provision for analysis, it would typically attempt to break down the text into separate aspects into a list or bullet point format, tackling each and summarising the provision at the end of its analysis. This approach is consistently observed by ChatGPT across all the AI Commentary publications. We found this method to be suitable and informative, allowing readers to process the analysis in a systematic manner and benefit from ChatGPT's separation of the provision into smaller bits that the reader may be specifically interested in. It was noted that ChatGPT does not overlook or miss certain aspects of a provision, which is a potential human risk factor. ChatGPT addressed every aspect of provisions without fail, for example:

Article 21.3 of the UAE Federal Law No. 6 of 2018 on Arbitration (“UAE Arbitration Law”): *“The Arbitral Tribunal may, at the request of any party or on its own motion, amend, suspend, or cancel an interim measure it has ordered, in exceptional circumstances, by prior notice to be given to the Parties.”*

ChatGPT: *“Article 21.3 of the UAE Arbitration Law grants the Arbitral Tribunal the authority to modify, suspend, or revoke interim measures it has previously ordered during the arbitration process. These changes can be made under specific conditions referred to as “exceptional circumstances”. Let us analyse this article:*

1. *Modification: The Tribunal can amend or alter the scope or conditions of an interim measure based on the evolving circumstances of the case.*
2. *Suspension: The Tribunal can suspend the enforcement of an interim measure temporarily if the circumstances warrant it.*
3. *Cancellation: The Tribunal can completely cancel or revoke an interim measure previously ordered if it deems it no longer necessary or appropriate.*
4. *Exceptional Circumstances: The Tribunal’s power to amend, suspend, or cancel interim measures is limited to exceptional circumstances, implying that such measures are not subject to routine or arbitrary alterations.*
5. *Prior Notice: The article requires the Tribunal to provide advance notice to the parties before making any changes to the interim measures. This ensures transparency and allows parties to present their positions on the proposed amendments.”*

The commentary produced using ChatGPT did display some shortcomings. For example, there were instances when ChatGPT would ‘hallucinate’, making something up, which is a well-known limitation not only for OpenAI and ChatGPT users but also for other AI systems, for example:

Extract from ChatGPT’s commentary on Article 2.4 of DIAC Arbitration Rules 2022 containing a reference to Article 32: *“This exception indicates that certain specific provisions, such as Article 32, may have limited application to agreements to arbitrate made before the effective date of the Rules. It provides flexibility for parties to agree on different rules or procedures regarding the settlement or termination of proceedings, even if the general principle of the Rules taking precedence over the parties’ agreement still applies.”*

Human lawyer: *Article 32 of DIAC Arbitration Rules 2022 does not concern ‘settlement or termination of proceedings’ but sets out provisions pertaining to expedited proceedings.*

Occasionally, ChatGPT would not appreciate the important distinction between ‘may’ or ‘should’ and the commanding ‘shall’, which can be crucial, for example:

Article 4.1(c) of DIAC Arbitration Rules 2022: *“Any party wishing to commence an arbitration under the Rules shall submit to the Centre a Request which shall include: [...] (c) a copy of any relevant agreement between the parties, which contains the agreement to arbitrate, in respect of which the claim arises; [...].”*

ChatGPT: *“Article 4.1 of the DIAC Arbitration Rules outlines the requirements for submitting a Request to commence an arbitration under the Rules. Let us analyse each component of this article: [...] Copy of relevant agreement: The Request ~~should~~ include a copy of any relevant*

agreement between the parties that contains the agreement to arbitrate, which is the basis for the claim being made.”

Parenthetically, ChatGPT sometimes would simply paraphrase a provision several times within a single answer or alter the format of the responses with a series of prompts within the same commentary. To be fair, most of these provisions were quite nominal and did not contain much substance for analysis, for example:

Definition of ‘Parties’ Article 1.1 of UAE Arbitration Law: *“Parties: The Claimant and the Respondent, whatever their number.”*

ChatGPT: *“Parties: Refers to the Claimant and the Respondent involved in the arbitration. The parties could be individuals, companies, or any legal entities engaged in a dispute.”*

It was expected that there would be such limitations, but it was pleasantly surprising that their frequency was much lower than anticipated.

Being cognisant of all the existing issues and scepticism within the legal community, we consider that this experimental AI Commentary could be of assistance to practitioners in at least two ways. First, it allows the reader an opportunity to perform a sense check on their understanding of a provision or its aspect against ChatGPT’s analysis. Second, the time required to produce 24 publications comprising the AI Commentary was significantly less than the typical duration needed to produce a single comprehensive commentary text on any of the relevant arbitration laws, rules, or treaties. Thus, should it become necessary, a similar AI commentary could be produced on any arbitration law/rules/treaty at a fraction of time and cost typically associated with such a task.

The purpose of publishing the AI Commentary is to provide arbitration practitioners and academics with a general sense of what is presently possible to achieve in the field of arbitration with the assistance of generative AI software, and encourage the arbitration community to push the boundaries of arbitration as a flexible, efficient, and effective dispute resolution method.

Notably, all commentary was generated with ChatGPT and was supported by a selective review by the Editors. Accordingly, the commentary may contain inaccurate and/or incomplete information. Readers are strongly advised to exercise caution reading the commentary with some scepticism and to keep a pencil in hand to note any inaccuracies. Needless to say, nothing in this text should be considered and/or relied upon as legal advice. For detailed information, please refer to OpenAI’s Terms & Policies.

This project would not be complete without front page illustrations, which were also generated by AI. DALL E, another OpenAI system capable of creating images based on prompts, was used for this purpose. The chosen concept is based on a watercolour painting style, primarily portraying athletic rivalries in locations that correspond to the relevant arbitration law, rules, or treaty. The hope is that the readers will find the illustrations aesthetically appealing.

Should you have any questions, comments, or observations, including any noticed errors, please do not hesitate to contact us directly via email at s.dilevka@galadarilaw.com.

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UNCITRAL MODEL LAW ON INTERNATIONAL COMMERCIAL ARBITRATION¹

CHAPTER I. GENERAL PROVISIONS

Article 1. Scope of application²

(1) This Law applies to international commercial³ arbitration, subject to any agreement in force between this State and any other State or States.

Article 1(1) of the UNCITRAL Model Law on International Commercial Arbitration establishes the scope and applicability of the Model Law. This provision lays out the fundamental principle that the Model Law applies to international commercial arbitration, with certain considerations. Let us break down the key points of this article:

1. **Applicability to International Commercial Arbitration:** The article specifies that the Model Law is designed to govern international commercial arbitration proceedings. This means that the provisions within the Model Law are intended to regulate arbitration cases involving international commercial disputes.
2. **Subject to Agreements:** The Model Law's application is subject to any existing agreements between the state where the arbitration is being conducted and other states. This means that if there are any international treaties, conventions, or bilateral agreements that modify or limit the application of the Model Law, those agreements take precedence. These agreements could include specific rules or procedures for arbitration that the states have mutually agreed upon.

In essence, Article 1(1) sets the stage for the entire UNCITRAL Model Law by outlining its intended scope and the principle that it applies to international commercial arbitration. However, the specific application of the Model Law might be influenced by any agreements between the relevant states. This provision promotes the flexibility of arbitration laws while still providing a consistent framework for international commercial arbitration when such agreements do not exist or do not conflict with the Model Law.

¹ Source: https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/19-09955_e_ebook.pdf.

² Article headings are for reference purposes only and are not to be used for purposes of interpretation.

³ The term "commercial" should be given a wide interpretation so as to cover matters arising from all relationships of a commercial nature, whether contractual or not. Relationships of a commercial nature include, but are not limited to, the following transactions: any trade transaction for the supply or exchange of goods or services; distribution agreement; commercial representation or agency; factoring; leasing; construction of works; consulting; engineering; licensing; investment; financing; banking; insurance; exploitation agreement or concession; joint venture and other forms of industrial or business cooperation; carriage of goods or passengers by air, sea, rail or road.

(2) The provisions of this Law, except articles 8, 9, 17 H, 17 I, 17 J, 35 and 36, apply only if the place of arbitration is in the territory of this State.

Article 1(2) of the UNCITRAL Model Law on International Commercial Arbitration further clarifies the application of the Model Law by specifying its scope in relation to the geographical location of the arbitration proceedings. Let us break down the key points of this article:

1. **Limited Applicability:** This provision states that the majority of the provisions within the UNCITRAL Model Law apply only if the arbitration proceedings take place within the territory of the state that has adopted the Model Law. In other words, the specific rules and procedures outlined in the Model Law will be applicable when the arbitration is physically located within the borders of that state.
2. **Excluded Articles:** The article lists specific articles that are exceptions to this general rule. Articles 8, 9, 17 H, 17 I, 17 J, 35, and 36 are not bound by the limitation of being applicable only within the territory of the state. This means that these specific articles can still apply even if the place of arbitration is outside the territory of the state that has adopted the Model Law.

In summary, Article 1(2) narrows down the scope of the UNCITRAL Model Law by linking its application to the geographical location of the arbitration proceedings. Most provisions of the Model Law are effective only when the arbitration takes place within the territory of the state that has adopted the Model Law. However, certain articles are not subject to this territorial limitation and can be applied regardless of the location of the arbitration. This provision aims to provide clarity and consistency in the application of the Model Law while allowing for flexibility in specific cases.

(3) An arbitration is international if:

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

Article 1(3) of the UNCITRAL Model Law on International Commercial Arbitration provides the criteria for determining whether an arbitration is considered “international.” This article sets out the conditions that need to be met for an arbitration to be classified as international. Let us break down the key elements of this article:

Definition of an International Arbitration: This provision defines the concept of an “international” arbitration. It states that an arbitration is considered international if any of the following conditions are met:

1. **Different Places of Business:** If the parties to an arbitration agreement have their places of business located in different states at the time the agreement is concluded, the arbitration is considered international. This emphasises the cross-border nature of the business relationship.
2. **Arbitration Outside Party’s State:** If the place of arbitration, as specified in or determined by the arbitration agreement, is situated outside the state where the parties have their places of business, the arbitration is international. Additionally, if a significant portion of the obligations of the commercial relationship is to be performed in a location outside the parties’ home state, or if the subject matter of the dispute has a closer connection to a location outside the parties’ home state, the arbitration is also international.
3. **Subject Matter Relating to Multiple Countries:** If the parties explicitly agree that the subject matter of the arbitration agreement relates to more than one country, the arbitration is considered international. This recognises that business transactions can span multiple jurisdictions and that disputes arising from such transactions can have an international character.

In summary, Article 1(3) defines the criteria that determine whether an arbitration is considered international. It takes into account factors such as the location of the parties’ places of business, the place of arbitration, the performance of contractual obligations, the connection to the subject matter of the dispute, and the parties’ express agreement on the international nature of the subject matter. This definition is important as it influences the application of various legal principles and rules related to international commercial arbitration under the UNCITRAL Model Law.

(4) For the purposes of paragraph (3) of this article:

- (a) if a party has more than one place of business, the place of business is that which has the closest relationship to the arbitration agreement;**
- (b) if a party does not have a place of business, reference is to be made to his habitual residence.**

Article 1(4) of the UNCITRAL Model Law on International Commercial Arbitration provides guidance on how to determine certain elements for the purposes of defining an international arbitration under Article 1(3). This article specifies rules for establishing the relevant place of business or habitual residence of a party when determining whether an arbitration is international. Let us examine the key components of this article:

1. **Determining Relevant Place of Business:** a. **Multiple Places of Business:** If a party has more than one place of business, this provision instructs that the place of business to consider is the one that has the closest relationship to the arbitration agreement. This ensures that the determination of the place of business is based on the specific context of the arbitration agreement and the parties’ business relationship.

2. Habitual Residence in the Absence of a Place of Business: b. No Place of Business: If a party does not have a place of business, the article instructs that their habitual residence should be taken into consideration. Habitual residence refers to the location where the party primarily resides or conducts their personal and business affairs on a regular basis.

In summary, Article 1(4) of the UNCITRAL Model Law provides practical rules for identifying the relevant place of business or habitual residence of a party when determining whether an arbitration is international under Article 1(3). These rules are important for correctly applying the criteria outlined in Article 1(3) and for establishing the international nature of the arbitration proceedings. By clarifying how to determine the relevant factors, this provision contributes to consistent interpretation and application of the Model Law's provisions related to the definition of international arbitration.

(5) This Law shall not affect any other law of this State by virtue of which certain disputes may not be submitted to arbitration or may be submitted to arbitration only according to provisions other than those of this Law.

Article 1(5) of the UNCITRAL Model Law on International Commercial Arbitration addresses the relationship between the Model Law and other laws of the state. This provision ensures that the Model Law's application does not interfere with or override any existing laws that restrict the submission of certain disputes to arbitration or provide for arbitration under different provisions. Let us break down the key elements of this article:

1. Preservation of Existing Laws: This provision establishes that the adoption and application of the UNCITRAL Model Law within a state should not impact or alter any other laws of that state. Specifically, it clarifies that the Model Law does not nullify or supersede any existing laws that:
 - a. Prevent certain types of disputes from being submitted to arbitration.
 - b. Allow disputes to be submitted to arbitration only under conditions different from those outlined in the Model Law.
2. Respecting Dispute Restrictions: The article recognises that there might be certain categories of disputes that are considered of such importance that they cannot be resolved through arbitration. Similarly, some disputes might be subject to specific arbitration procedures or conditions established by separate laws.

In essence, Article 1(5) is designed to maintain the balance between the provisions of the UNCITRAL Model Law and the pre-existing legal framework of the state. While the Model Law provides a comprehensive framework for international commercial arbitration, it respects the sovereignty of individual states and their ability to determine the scope of disputes that can be arbitrated and the specific conditions for arbitration. This provision ensures that the application of the Model Law does not undermine or conflict with the legal fabric of the adopting state.

Article 2. Definitions and rules of interpretation

For the purposes of this Law:

- (a) “arbitration” means any arbitration whether or not administered by a permanent arbitral institution;
- (b) “arbitral tribunal” means a sole arbitrator or a panel of arbitrators;
- (c) “court” means a body or organ of the judicial system of a State;
- (d) where a provision of this Law, except article 28, leaves the parties free to determine a certain issue, such freedom includes the right of the parties to authorize a third party, including an institution, to make that determination;
- (e) where a provision of this Law refers to the fact that the parties have agreed or that they may agree or in any other way refers to an agreement of the parties, such agreement includes any arbitration rules referred to in that agreement;
- (f) where a provision of this Law, other than in articles 25(a) and 32(2) (a), refers to a claim, it also applies to a counter-claim, and where it refers to a defence, it also applies to a defence to such counter-claim.

Article 2 of the UNCITRAL Model Law on International Commercial Arbitration provides essential definitions and interpretations of various terms used throughout the Model Law. These definitions are crucial for a clear and consistent understanding of the provisions and concepts within the Model Law. Let us analyse each part of Article 2:

1. Definition of “Arbitration” (Subsection (a)): This subsection defines “arbitration” as a process of dispute resolution, irrespective of whether it is administered by a permanent arbitral institution. This broad definition encompasses both institutional and ad hoc arbitrations, highlighting the inclusive nature of the term within the Model Law.
2. Definition of “Arbitral Tribunal” (Subsection (b)): “Arbitral tribunal” is defined as either a sole arbitrator or a panel of arbitrators. This definition covers both situations where a single arbitrator is appointed and scenarios where multiple arbitrators form a panel to decide a dispute.
3. Definition of “Court” (Subsection (c)): “Court” is defined as any body or organ within the judicial system of a state. This definition clarifies that legal proceedings related to arbitration, such as challenges to arbitral awards or enforcement actions, should be understood in the context of the state’s judicial system.
4. Freedom to Authorise Third Party Determination (Subsection (d)): This subsection explains that when the Model Law allows parties to decide on a particular issue, such as the appointment of arbitrators or procedural matters, this freedom also extends to the parties’ ability to delegate that decision-making authority to a third party, including an institution.
5. Inclusion of Arbitration Rules in Agreements (Subsection (e)): If the Model Law refers to the fact that the parties have agreed or may agree, or in any way mentions an agreement

between the parties, this also encompasses any arbitration rules that are referenced in that agreement. This ensures that references to agreements encompass associated rules as well.

6. Application to Counter-Claims and Defences (Subsection (f)): Subsection (f) clarifies that provisions in the Model Law referring to “claims” also apply to “counter-claims,” and provisions referring to “defences” apply to defences against such counter-claims. This harmonises the treatment of claims and counter-claims within the context of the Model Law.

In summary, Article 2 of the UNCITRAL Model Law provides definitions and interpretive guidance that are crucial for understanding the key terms and concepts used throughout the law. These definitions help ensure consistency and clarity in the application of the Model Law’s provisions in various arbitration scenarios.

Article 2 A. International origin and general principles

- (1) In the interpretation of this Law, regard is to be had to its international origin and to the need to promote uniformity in its application and the observance of good faith.**

Article 2A(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the principles that should guide the interpretation of the Model Law’s provisions. This article emphasises the international character of the Model Law and the goals of promoting uniformity in its application and upholding good faith. Let us break down the key elements of this article:

1. International Origin: This provision highlights that the Model Law has an international origin. It recognises that the Model Law was developed by UNCITRAL (United Nations Commission on International Trade Law) to provide a framework for international commercial arbitration that can be adopted and applied across different legal systems around the world. This international origin suggests that the principles and rules within the Model Law are intended to transcend national boundaries.
2. Promoting Uniformity: The article underscores the importance of promoting uniformity in the application of the Model Law. This means that regardless of the jurisdiction where the Model Law is adopted, there should be a consistent interpretation and application of its provisions. This principle is crucial for ensuring predictability and minimising discrepancies when parties from different legal backgrounds engage in international commercial arbitration.
3. Observance of Good Faith: The provision also stresses the need to observe good faith in the interpretation and application of the Model Law. Good faith is a fundamental principle in legal systems and implies honesty, fairness, and adherence to the spirit of the law. By emphasising good faith, the article encourages parties, arbitral tribunals, and courts to act in a fair and transparent manner, which ultimately contributes to the integrity of the arbitration process.

In summary, Article 2A(1) serves as a guiding principle for interpreting the UNCITRAL Model Law. It reminds interpreters, parties, tribunals, and courts that the Model Law is designed to have an international scope, to promote consistency across jurisdictions, and to be interpreted and applied in

good faith. These principles help ensure that the Model Law achieves its intended purpose of providing a reliable and effective framework for international commercial arbitration, regardless of the legal systems involved.

(2) Questions concerning matters governed by this Law which are not expressly settled in it are to be settled in conformity with the general principles on which this Law is based.

Article 2A(2) of the UNCITRAL Model Law on International Commercial Arbitration addresses how to handle questions that arise regarding matters not explicitly addressed within the Model Law's provisions. This article provides guidance on resolving issues that are not covered by the specific provisions of the Model Law. Let us examine the key elements of this article:

1. **Gap-Filling Provision:** This provision acknowledges that there might be situations where specific matters or issues are not directly addressed within the text of the Model Law. These gaps can arise due to the complexity of international commercial arbitration or the evolving nature of disputes.
2. **General Principles:** Article 2A(2) suggests that when faced with questions not explicitly settled in the Model Law, those questions should be resolved in accordance with the general principles on which the Model Law is based. These general principles are the underlying concepts, values, and goals that guide the entire Model Law.
3. **Consistency:** By referencing the general principles on which the Model Law is founded, this article aims to ensure that the interpretation and resolution of issues align with the overall philosophy of the Model Law. This consistency helps maintain the coherency and effectiveness of the legal framework, even when specific scenarios are not directly addressed.

In essence, Article 2A(2) functions as a fallback provision to address gaps in the Model Law. It encourages interpreters, arbitrators, and courts to rely on the general principles that underpin the Model Law when determining how to handle issues that are not explicitly covered by its provisions. This approach ensures a coherent and unified interpretation of the Model Law and helps maintain its effectiveness in resolving complex international commercial arbitration disputes.

Article 3. Receipt of written communications

(1) Unless otherwise agreed by the parties:

- (a) any written communication is deemed to have been received if it is delivered to the addressee personally or if it is delivered at his place of business, habitual residence or mailing address; if none of these can be found after making a reasonable inquiry, a written communication is deemed to have been received if it is sent to the addressee's**

last-known place of business, habitual residence or mailing address by registered letter or any other means which provides a record of the attempt to deliver it;

(b) the communication is deemed to have been received on the day it is so delivered.

Article 3(1) of the UNCITRAL Model Law on International Commercial Arbitration outlines rules regarding the deemed receipt of written communications between parties involved in arbitration. This article provides a structured framework for determining when written communications are considered received by the intended recipients. Let us analyse the key components of this article:

1. **Default Rules for Deemed Receipt:** Article 3(1) establishes default rules for determining when a written communication is considered received, in the absence of any contrary agreement between the parties.
2. **Methods of Delivery:** The article specifies that a written communication is deemed received under the following circumstances:
 - a. **Personal Delivery or Delivery to Specific Locations:** A written communication is deemed received if it is delivered to the intended recipient personally or at their place of business, habitual residence, or mailing address. This covers situations where the communication is physically handed over to the addressee or left at their designated places.
 - b. **Reasonable Inquiry and Last-Known Addresses:** If none of the above locations can be located after a reasonable inquiry, a written communication is deemed received if it is sent to the addressee's last-known place of business, habitual residence, or mailing address. This recognises that parties may change locations over time, and attempts should be made to reach them at their most recent known address.
3. **Means of Delivery:** The article indicates that a written communication can be sent by registered letter or any other means that provides a record of the attempt to deliver it. This allows for flexibility in the delivery method as long as there is evidence of the effort to communicate.
4. **Deemed Receipt Date:** The communication is deemed to have been received on the day it is actually delivered. This clarifies the timing of receipt, which is essential for determining compliance with deadlines and response times.

In summary, Article 3(1) establishes default rules for the deemed receipt of written communications in the absence of contrary agreements. It provides a structured framework for determining when a communication is considered received based on various delivery methods and locations. This clarity is crucial in ensuring effective communication and adherence to procedural requirements within the context of international commercial arbitration.

(2) The provisions of this article do not apply to communications in court proceedings.

Article 3(2) of the UNCITRAL Model Law on International Commercial Arbitration serves as a limitation on the scope of Article 3(1) by excluding its application to communications in court proceedings. Let us break down the key elements of this provision:

1. **Scope Limitation:** Article 3(2) explicitly states that the provisions of Article 3(1) do not apply to communications that occur within court proceedings. In other words, the rules for deemed receipt outlined in Article 3(1) are not applicable when it comes to communications that are part of legal proceedings taking place in a court of law.
2. **Separation of Arbitration and Court Proceedings:** This exclusion recognises the distinction between communications within the context of arbitration proceedings and those within court proceedings. While both arbitration and court proceedings involve legal disputes, they have different procedural rules, timelines, and mechanisms for communication.
3. **Contextual Relevance:** Arbitration proceedings are often conducted outside the traditional court setting, and the rules governing communication in arbitration might differ from those in court proceedings. This provision ensures that the rules for deemed receipt in Article 3(1) apply only to communications directly related to arbitration and not to those within court litigation.

In summary, Article 3(2) clarifies that the rules for deemed receipt of communications in Article 3(1) are not intended to apply to communications that occur within court proceedings. This separation recognises the distinct nature of arbitration and court proceedings and ensures that the rules for deemed receipt are contextually relevant to the arbitration process specifically.

Article 4. Waiver of right to object

A party who knows that any provision of this Law from which the parties may derogate or any requirement under the arbitration agreement has not been complied with and yet proceeds with the arbitration without stating his objection to such non-compliance without undue delay or, if a time-limit is provided therefor, within such period of time, shall be deemed to have waived his right to object.

Article 4 of the UNCITRAL Model Law on International Commercial Arbitration addresses the concept of waiver of rights to object when a party proceeds with arbitration despite knowing that certain provisions of the Model Law, which are subject to derogation by the parties, have not been complied with. Let us break down the key elements of this article:

1. **Waiver of Rights to Object:** Article 4 establishes the principle of waiver. If a party is aware that certain provisions of the Model Law, which can be changed by the parties' agreement, or any requirement under the arbitration agreement have not been followed, yet that party proceeds with the arbitration without raising an objection promptly, that party is considered to have waived their right to object based on those non-compliances later.
2. **Timely Objection Requirement:** The party's waiver only applies if they do not state their objection to the non-compliance without undue delay. This means that the party must raise the objection in a timely manner, ensuring that the other party and the arbitral tribunal are informed promptly of the issue.
3. **Compliance with Time-Limit:** If the arbitration agreement specifies a time limit for raising objections to non-compliance, the waiver applies if the objection is not made within that specified period.

4. In essence, Article 4 aims to promote procedural fairness and clarity in the arbitration process. If a party is aware of any non-compliance with provisions that can be altered by the parties or with requirements of the arbitration agreement, that party must raise an objection promptly. If they fail to do so, they are deemed to have waived their right to object to those non-compliances at a later stage.

This provision encourages parties to actively participate in the arbitration process, addressing any issues or non-compliances in a timely manner rather than waiting until later stages of the proceedings. This approach contributes to the efficiency and integrity of the arbitration process and prevents parties from strategically withholding objections until a more advantageous moment.

Article 5. Extent of court intervention

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

Article 5 of the UNCITRAL Model Law on International Commercial Arbitration establishes the principle of minimal judicial intervention in matters governed by the Model Law. This article outlines the limited circumstances under which courts are allowed to intervene in arbitration proceedings. Let us analyse the key elements of this article:

1. **Principle of Non-Intervention:** Article 5 enforces the concept that courts should refrain from intervening in matters related to arbitration governed by the Model Law. This principle recognises the fundamental nature of arbitration as an alternative dispute resolution mechanism where parties have chosen to resolve their disputes outside of the traditional court system.
2. **Limited Court Intervention:** The article specifies that courts can intervene only in situations explicitly provided for within the Model Law. This means that the occasions for court involvement are predetermined and circumscribed by the provisions of the Model Law.

In essence, Article 5 is designed to uphold the autonomy and efficiency of the arbitration process. It reinforces the notion that arbitration is a consensual and private method of dispute resolution chosen by the parties, and therefore courts should not interfere unless the Model Law explicitly permits such intervention. This approach supports the finality of arbitral awards and encourages parties to resolve their disputes within the framework of the chosen arbitration proceedings rather than resorting to court litigation.

Article 6. Court or other authority for certain functions of arbitration assistance and supervision

**The functions referred to in articles 11(3), 11(4), 13(3), 14, 16(3) and 34(2) shall be performed by ...
[Each State enacting this model law specifies the court, courts or, where referred to therein, other authority competent to perform these functions.]**

Article 6 of the UNCITRAL Model Law on International Commercial Arbitration addresses the identification and assignment of specific functions to the competent court, courts, or other relevant authority within the state adopting the Model Law. This article specifies which authorities are

responsible for carrying out certain functions outlined in other articles of the Model Law. Let us analyse the key elements of this article:

1. **Referenced Functions:** Article 6 points to specific functions mentioned in other articles of the Model Law that are to be performed by the competent court, courts, or other authority. The functions listed include those mentioned in articles 11(3), 11(4), 13(3), 14, 16(3), and 34(2).
2. **Customisation by Each State:** The article recognises that each state enacting the Model Law has the flexibility to specify the court, courts, or other competent authority responsible for performing these functions within its legal framework. The Model Law does not provide a uniform list of designated authorities; rather, it acknowledges the varying structures of legal systems in different jurisdictions.

In essence, Article 6 underscores the importance of having a clear and effective mechanism for carrying out the specified functions within the Model Law. By allowing individual states to designate the relevant authority, the Model Law accommodates variations in court systems and administrative practices across jurisdictions while ensuring that the key functions are properly executed in relation to arbitration proceedings. This provision maintains the flexibility necessary to adapt the Model Law to the specific legal structures of each adopting state while still adhering to the overarching principles of the Model Law itself.

CHAPTER II. ARBITRATION AGREEMENT

Option I

Article 7. Definition and form of arbitration agreement

- (1) **“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 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.**

Article 7(1) of the UNCITRAL Model Law on International Commercial Arbitration (Option I) provides a comprehensive definition of an “arbitration agreement.” This article defines the scope and forms of arbitration agreements, which are central to initiating arbitration proceedings. Let us analyse the key elements of this article:

1. **Definition of “Arbitration Agreement”:** The article defines an “arbitration agreement” as an agreement made by the parties to submit either all or certain disputes that have arisen or may arise between them. These disputes must be related to a defined legal relationship, which can be either contractual or non-contractual.
2. **Inclusion of All Disputes:** The agreement encompasses both disputes that have already arisen between the parties and those that may arise in the future. This reflects the prospective nature of arbitration agreements, where parties agree to use arbitration as a mechanism for resolving potential disputes.
3. **Defining Legal Relationship:** The disputes subject to arbitration must be related to a specific legal relationship, whether contractual or not. This means that the arbitration agreement covers disputes arising from a defined connection between the parties, which can extend beyond typical contractual arrangements.
4. **Forms of Arbitration Agreement:** The article recognises that an arbitration agreement can take two forms:
 - a. **Arbitration Clause in a Contract:** An arbitration agreement can be included within a larger contract as an arbitration clause. This clause specifies that any disputes arising from the contract will be resolved through arbitration rather than litigation.
 - b. **Separate Agreement:** An arbitration agreement can also exist as a separate, standalone agreement between the parties. This separate agreement independently outlines the parties’ commitment to resolving disputes through arbitration.

In summary, Article 7(1) (Option I) provides a comprehensive definition of an arbitration agreement under the UNCITRAL Model Law. It highlights the scope, forms, and key components of such agreements, emphasising the flexibility of incorporating arbitration provisions within broader contracts or as standalone agreements. This provision is essential for understanding the foundation and validity of arbitration proceedings and ensures that parties’ intentions to use arbitration as a dispute resolution mechanism are accurately recognised and upheld.

(2) The arbitration agreement shall be in writing.

Article 7(2) (Option I) of the UNCITRAL Model Law on International Commercial Arbitration establishes a requirement for the arbitration agreement to be in writing. This provision outlines a crucial formal requirement that an arbitration agreement must meet in order to be considered valid and enforceable. Let us analyse the key elements of this article:

1. **Written Form Requirement:** The provision stipulates that an arbitration agreement must be in writing. This means that parties wishing to submit their disputes to arbitration must document their intention to do so in a written format.
2. **Importance of Clarity and Consent:** The written form requirement serves multiple purposes. First, it ensures that parties are clear and explicit about their decision to resolve disputes through arbitration. Second, it helps prevent misunderstandings or disputes regarding the agreement's existence and terms.
3. **Flexibility in Form:** The Model Law does not specify the exact form the writing must take. This allows for flexibility in terms of the medium used for expressing the arbitration agreement. The agreement could be included in a contract, exchanged through written correspondence, transmitted electronically, or contained in any other form that ensures its verifiability.
4. **Enforceability:** The requirement for a written arbitration agreement contributes to the enforceability of the agreement. Courts and arbitral tribunals can more easily determine the parties' intention to submit disputes to arbitration when it is documented in a written form.

In summary, Article 7(2) (Option I) emphasises the importance of a written agreement in the context of international commercial arbitration. It ensures that parties are clear and consistent in their intention to resolve disputes through arbitration, and it enhances the enforceability of arbitration agreements. While the form of the writing is flexible, the requirement itself underscores the significance of clear and documented consent in the arbitration process.

(3) An arbitration agreement is in writing if its content is recorded in any form, whether or not the arbitration agreement or contract has been concluded orally, by conduct, or by other means.

Article 7(3) (Option I) of the UNCITRAL Model Law on International Commercial Arbitration provides an expansive definition of what constitutes a written arbitration agreement. This article clarifies that the requirement for the arbitration agreement to be in writing can be fulfilled through various means, regardless of whether the underlying contract or agreement was concluded orally, by conduct, or by other methods. Let us analyse the key elements of this article:

1. **Broad Definition of "In Writing":** This provision extends the definition of a written arbitration agreement beyond traditional written documents. It stipulates that an arbitration agreement can be considered "in writing" if its content is recorded in any form.
2. **Flexibility in Documentation:** The article recognises that parties may express their intent to arbitrate in diverse ways. It does not confine the writing requirement to formal written

agreements, acknowledging that parties may use electronic communications, emails, exchanged letters, text messages, or other forms of documentation to evidence their agreement to arbitration.

3. Oral or Other Methods of Agreement: Importantly, the article clarifies that the written form requirement can be satisfied even if the underlying contract or agreement between the parties was concluded orally, through conduct, or by other means that do not involve traditional written documents.
4. Preserving Party Autonomy: By allowing a variety of forms to fulfil the writing requirement, this provision upholds party autonomy and recognises that the nature of business transactions and communication methods has evolved beyond traditional paper agreements.

In summary, Article 7(3) (Option I) offers a flexible and inclusive approach to meeting the requirement of a written arbitration agreement. It acknowledges the modern ways in which parties communicate and agree to arbitration, while ensuring that the essential aspect of clear and verifiable consent is maintained. This provision aligns with the practicalities of contemporary business and legal practices while upholding the integrity of the arbitration process.

(4) The requirement that an arbitration agreement be in writing is met by an electronic communication if the information contained therein is accessible so as to be useable for subsequent reference; “electronic communication” means any communication that the parties make by means of data messages; “data message” means information generated, sent, received or stored by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex or telecopy.

Article 7(4) (Option I) of the UNCITRAL Model Law on International Commercial Arbitration deals with the acceptability of electronic communications as fulfilling the requirement for a written arbitration agreement. This article acknowledges the modern methods of communication and information exchange while ensuring that electronic communications are treated as equivalent to traditional written agreements. Let us analyse the key elements of this article:

1. Electronic Communication as Written Agreement: The article establishes that an electronic communication can satisfy the requirement for an arbitration agreement to be in writing. In essence, if the content of the electronic communication is accessible and usable for future reference, it meets the writing requirement.
2. Definition of Electronic Communication: The article provides definitions for terms related to electronic communication:
 - a. Electronic Communication: This refers to any communication made using data messages, which are messages exchanged electronically.
 - b. Data Message: This term refers to information that is generated, sent, received, or stored through electronic, magnetic, optical, or similar means. It includes various forms of electronic communication, such as electronic data interchange (EDI), electronic mail (email), telegram, telex, or telecopy (fax).

3. Accessible and Usable Information: The requirement that the information contained in the electronic communication must be accessible and usable for subsequent reference ensures that the parties and any future relevant entities can understand and verify the content of the communication.

In summary, Article 7(4) (Option I) reflects the recognition of the prevalence of electronic communication in modern business practices. It allows electronic communications to satisfy the writing requirement for arbitration agreements as long as the information is accessible and usable for subsequent reference. This provision ensures that parties can use electronic methods to express their intent to arbitrate while maintaining the integrity of the arbitration process and upholding party autonomy.

(5) Furthermore, an arbitration agreement is in writing if it is contained 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 the other.

Article 7(5) (Option I) of the UNCITRAL Model Law on International Commercial Arbitration addresses an alternative method by which an arbitration agreement can be considered to be in writing. This provision outlines a scenario in which an arbitration agreement can be inferred from the exchange of statements of claim and defence between the parties. Let us analyse the key elements of this article:

1. Alternative to Written Form Requirement: Article 7(5) presents an alternative means for satisfying the requirement that an arbitration agreement be in writing. It allows for the inference of a written arbitration agreement from the content of the statements of claim and defence exchanged between the parties.
2. Exchange of Statements of Claim and Defence: The provision requires the existence of an exchange of statements of claim and defence between the parties. These statements are typical components of arbitral proceedings, wherein one party asserts its claim and the other party responds with its defence.
3. Allegation and Non-Denial: For an arbitration agreement to be considered in writing under this provision, the following conditions must be met:
 - a. One party must allege the existence of an arbitration agreement in its statement of claim.
 - b. The other party must not deny the existence of the arbitration agreement in its response (statement of defence).
4. Implied Consent: By not denying the existence of the arbitration agreement, the responding party is considered to have implicitly consented to the arbitration process, including the existence of the arbitration agreement.

In summary, Article 7(5) (Option I) provides an additional method for an arbitration agreement to be considered in writing. It recognises that parties' mutual actions and interactions in the course of arbitration proceedings can implicitly establish the existence of an arbitration agreement. This provision enhances the flexibility of arbitration while ensuring that parties' intentions are respected

and appropriately reflected, even when the arbitration agreement is not explicitly documented as a separate written contract or clause.

(6) The reference in a contract to any document containing an arbitration clause constitutes an arbitration agreement in writing, provided that the reference is such as to make that clause part of the contract.

Article 7(6) (Option I) of the UNCITRAL Model Law on International Commercial Arbitration addresses how a reference to another document containing an arbitration clause can constitute a written arbitration agreement. This provision clarifies the circumstances under which a reference to a separate document with an arbitration clause becomes part of the contract as an arbitration agreement. Let us analyse the key elements of this article:

1. **Reference to Document with Arbitration Clause:** The article establishes that if a contract refers to another document that contains an arbitration clause, that reference can fulfil the requirement for a written arbitration agreement.
2. **Incorporation by Reference:** The provision emphasises that the reference must be such that it incorporates the arbitration clause from the referenced document into the contract. In other words, the parties' intention to make the arbitration clause a part of their agreement must be evident from the reference.
3. **Clarity of Intention:** The requirement for the reference to make the arbitration clause part of the contract underscores the importance of clarity in expressing the parties' intent. The parties should clearly indicate their willingness to adopt the arbitration clause from the referenced document as part of their contractual relationship.

In summary, Article 7(6) (Option I) provides a mechanism for a written arbitration agreement to be established through the reference to another document containing an arbitration clause. This approach acknowledges that parties might want to incorporate an arbitration clause from another source into their agreement without repeating the clause verbatim. The provision emphasises that the reference must be clear and unequivocal, ensuring that the parties' intent to submit disputes to arbitration is evident.

Option II

Article 7. Definition of 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 legal relationship, whether contractual or not.

Article 7 of the UNCITRAL Model Law on International Commercial Arbitration (Option II) provides a definition of an “arbitration agreement.” This article, similar to Article 7 (Option I), defines the scope and essence of arbitration agreements, emphasising the intention of parties to submit disputes to arbitration. Let us analyse the key elements of this article:

1. Definition of “Arbitration Agreement”: Article 7 (Option II) defines an “arbitration agreement” as an agreement made by the parties to submit either all or certain disputes that have arisen or may arise between them. These disputes must be related to a defined legal relationship, whether contractual or non-contractual.
2. Inclusion of All Disputes: The agreement covers both existing disputes and potential future disputes that might arise between the parties. This illustrates that parties are agreeing to use arbitration as a mechanism for resolving not only ongoing conflicts but also disputes that may emerge in the course of their relationship.
3. Defining Legal Relationship: The disputes subject to arbitration must be connected to a particular legal relationship, regardless of whether that relationship is based on a contract or another type of legal arrangement.

In essence, Article 7 (Option II) offers the same core definition of an arbitration agreement as Option I, emphasising that parties’ agreement to arbitrate can encompass a wide range of disputes arising from various legal relationships. This commonality reflects the international character of the UNCITRAL Model Law, aiming to provide a consistent framework for arbitration regardless of the nature of the disputes or legal relationships involved.

Article 8. Arbitration agreement and substantive claim before court

- (1) A court before which an action is brought in a matter which is the subject of an arbitration agreement shall, if a party so requests not later than when submitting his first statement on the substance of the dispute, refer the parties to arbitration unless it finds that the agreement is null and void, inoperative or incapable of being performed.**

Article 8(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the obligation of a court to refer parties to arbitration when an action is brought before it in a matter covered by an arbitration agreement. This provision encourages courts to uphold the principle of party autonomy and respect the parties’ choice to resolve disputes through arbitration. Let us analyse the key elements of this article:

1. Mandatory Referral to Arbitration: The article mandates that when a party brings an action before a court in a matter that falls under an existing arbitration agreement, the court must, upon request by a party, refer the dispute to arbitration. This means that courts should defer to the arbitration process when a valid arbitration agreement exists.
2. Timing of Referral Request: The requesting party must make the request for referral to arbitration not later than when submitting their first statement addressing the substance of the dispute. This emphasises the importance of making the request early in the court proceedings.
3. Exceptions to Referral: The court has the discretion to refuse to refer the parties to arbitration if it finds that the arbitration agreement is null and void, inoperative, or incapable of being performed. In such cases, the court can continue to hear the case rather than deferring to arbitration.

4. Criteria for Refusing Referral: The court can refuse the referral based on the following grounds:
 - a. Null and Void: If the arbitration agreement is invalid under applicable laws.
 - b. Inoperative: If the agreement cannot be given effect due to specific circumstances.
 - c. Incapable of Being Performed: If practical reasons make it unfeasible to enforce the arbitration agreement.

In summary, Article 8(1) establishes the principle that courts should respect and enforce arbitration agreements. When a party initiates legal action in a dispute covered by an arbitration agreement, the court is generally obligated to refer the parties to arbitration upon the request of a party, unless the agreement is found to be null and void, inoperative, or incapable of being performed. This provision aligns with the general philosophy of the Model Law to promote and facilitate the arbitration process while allowing for limited exceptions when an arbitration agreement is not enforceable or feasible.

(2) Where an action referred to in paragraph (1) of this article has been brought, arbitral proceedings may nevertheless be commenced or continued, and an award may be made, while the issue is pending before the court.

Article 8(2) of the UNCITRAL Model Law on International Commercial Arbitration addresses the coexistence of arbitral proceedings and court proceedings when a dispute covered by an arbitration agreement is brought before a court. This provision clarifies that arbitration can proceed or continue even if the same issue is pending before a court. Let us analyse the key elements of this article:

1. Concurrent Arbitral and Court Proceedings: Article 8(2) recognises that even when a dispute subject to an arbitration agreement is brought before a court, the arbitral proceedings can still be initiated, carried on, or concluded. This means that arbitration can proceed independently of the court proceedings.
2. Timing of Arbitral Proceedings: Arbitral proceedings may be commenced or continued regardless of the fact that the same dispute is already before the court. This emphasises the autonomy of arbitration and the parties' ability to engage in the arbitral process even if court litigation is ongoing.
3. Issuance of Award: The provision also clarifies that an arbitral tribunal can render an award while the matter is pending before the court. This acknowledges that the arbitration process can reach its conclusion and result in an award, even if the legal action is still in progress in the court.

In summary, Article 8(2) acknowledges the potential for concurrent proceedings – court proceedings and arbitration – for the same dispute covered by an arbitration agreement. It affirms the parties' ability to engage in arbitration and for arbitral tribunals to render awards independently, even when court litigation on the same issue is ongoing. This provision reflects the principle of party autonomy and the separate nature of the arbitration process from court proceedings.

Article 9. Arbitration agreement and interim measures by court

It is not incompatible with an arbitration agreement for a party to request, before or during arbitral proceedings, from a court an interim measure of protection and for a court to grant such measure.

Article 9 of the UNCITRAL Model Law on International Commercial Arbitration addresses the compatibility of arbitration agreements with the ability of a party to seek interim measures of protection from a court. This provision recognises that parties can seek interim relief from a court while arbitration proceedings are ongoing. Let us analyse the key elements of this article:

1. **Interim Measures of Protection:** Interim measures are temporary measures ordered by a court to protect a party's rights, assets, or interests during the course of arbitration proceedings. These measures are intended to prevent irreparable harm or to maintain the status quo until a final resolution is reached through arbitration.
2. **Compatibility with Arbitration Agreement:** Article 9 affirms that the act of requesting interim measures from a court is not considered incompatible with an arbitration agreement. This means that a party's decision to seek interim relief from a court does not undermine the arbitration agreement itself.
3. **Timing of Request:** The article clarifies that a party can request interim measures from a court either before or during arbitral proceedings. This allows parties to address urgent issues that might arise before arbitration begins or while it is in progress.
4. **Court's Authority to Grant Measures:** Furthermore, the article stipulates that a court has the authority to grant such interim measures if it deems them appropriate and necessary. This reinforces the role of courts in providing interim relief when circumstances warrant.

In summary, Article 9 recognises the practical need for parties to seek interim measures from courts even when they have an arbitration agreement in place. It clarifies that doing so does not conflict with the arbitration agreement's validity. This provision acknowledges the cooperation between the court and arbitration proceedings in safeguarding parties' rights and interests during the arbitration process and affirms the parties' ability to seek timely relief when needed.

CHAPTER III. COMPOSITION OF ARBITRAL TRIBUNAL

Article 10. Number of arbitrators**(1) The parties are free to determine the number of arbitrators.**

Article 10(1) of the UNCITRAL Model Law on International Commercial Arbitration establishes the principle of party autonomy in determining the number of arbitrators who will adjudicate their dispute. This provision emphasises the freedom of the parties to choose how many arbitrators will compose the arbitral tribunal. Let us analyse the key elements of this article:

1. **Party Autonomy:** Article 10(1) highlights the fundamental principle of party autonomy in arbitration. Party autonomy means that the parties have the freedom to shape various aspects of the arbitration process, including the number of arbitrators, according to their preferences and needs.
2. **Number of Arbitrators:** The provision specifically addresses the number of arbitrators. It empowers the parties to decide whether they want a single arbitrator or a panel of multiple arbitrators to adjudicate their dispute.
3. **Flexibility:** The article acknowledges the diverse nature of disputes and parties' preferences. Some disputes may be suited for resolution by a single arbitrator, while others may require the expertise of a panel of multiple arbitrators. The provision allows the parties to tailor the composition of the arbitral tribunal to best fit their circumstances.
4. **Varied Approaches:** Depending on the applicable arbitration rules, legal traditions, and parties' agreement, the process for selecting arbitrators may differ. Some parties might agree on a specific number of arbitrators, while others may provide a range of options, leaving the ultimate decision to a later stage of the arbitration process.

In summary, Article 10(1) underscores the importance of party autonomy in shaping the arbitration process. It ensures that parties have the freedom to determine the number of arbitrators who will adjudicate their dispute, promoting flexibility and adaptability in the arbitration process to suit the parties' specific needs and preferences.

(2) Failing such determination, the number of arbitrators shall be three.

Article 10(2) of the UNCITRAL Model Law on International Commercial Arbitration addresses the situation when the parties have not explicitly determined the number of arbitrators in their arbitration agreement. In the absence of such determination, the provision stipulates that the default number of arbitrators will be three. Let us analyse the key elements of this article:

1. **Default Number of Arbitrators:** Article 10(2) establishes a default rule regarding the number of arbitrators. When the parties have not specified the number of arbitrators in their arbitration agreement, the default number is set at three.
2. **Filler Provision:** This provision serves as a "filler" or fallback rule to ensure that there is clarity and certainty in cases where the parties have not made a specific determination about the number of arbitrators.

3. Flexibility with Party Agreement: The provision acknowledges that parties have the freedom to choose the number of arbitrators when forming their arbitration agreement. If parties do have a preference, they can agree on a different number, thereby deviating from the default three-arbitrator composition.
4. Balancing Factors: The choice of three arbitrators as the default number likely aims to strike a balance between the efficiency of a single arbitrator and the diversity of opinions that can arise from a panel of three. It offers a balanced approach, particularly when parties have not expressed a specific preference.

In summary, Article 10(2) establishes a default rule regarding the number of arbitrators in situations where the parties have not explicitly determined this aspect in their arbitration agreement. The default of three arbitrators provides a reasonable and balanced approach while allowing parties the flexibility to modify this default based on their specific needs and circumstances.

Article 11. Appointment of arbitrators

- (1) No person shall be precluded by reason of his nationality from acting as an arbitrator, unless otherwise agreed by the parties.**

Article 11(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the issue of nationality restrictions for arbitrators. This provision emphasises the principle of impartiality and independence by stating that individuals cannot be disqualified from acting as arbitrators solely based on their nationality, unless the parties agree otherwise. Let us analyse the key elements of this article:

1. Impartiality and Independence: Article 11(1) underscores the importance of ensuring that arbitrators remain impartial and independent. By not allowing nationality-based restrictions, the provision aims to prevent potential biases that could arise from nationality-based considerations.
2. Equal Opportunity: The article promotes equal opportunities for individuals of any nationality to serve as arbitrators. This is aligned with the idea that arbitrators should be selected based on their qualifications, expertise, and experience rather than their nationality.
3. Parties' Agreement: The provision acknowledges that parties have the autonomy to agree to any nationality-based restrictions on arbitrator selection if they so choose. This respects the parties' right to tailor the arbitration process to their preferences.
4. Promotion of Diversity: Allowing arbitrators of any nationality to serve contributes to the diversity of perspectives and expertise within arbitral tribunals. This can enhance the fairness and credibility of the arbitration process.

In summary, Article 11(1) reinforces the principles of impartiality and independence in international arbitration by prohibiting nationality-based preclusions for arbitrators. It promotes the idea that arbitrator selection should be based on qualifications and experience rather than nationality, while still allowing parties to agree on specific limitations if they mutually choose to do so. This provision supports the goal of maintaining a fair and effective arbitration process.

(2) The parties are free to agree on a procedure of appointing the arbitrator or arbitrators, subject to the provisions of paragraphs (4) and (5) of this article.

Article 11(2) of the UNCITRAL Model Law on International Commercial Arbitration affirms the principle of party autonomy in the appointment of arbitrators. This provision states that the parties have the freedom to agree on the procedure for selecting arbitrators, subject to certain limitations outlined in paragraphs (4) and (5) of the same article. Let us analyse the key elements of this article:

1. **Party Autonomy:** Article 11(2) emphasises the importance of party autonomy in the arbitration process. Parties have the liberty to establish the process for selecting arbitrators according to their preferences and requirements.
2. **Appointment Procedure:** The provision specifically addresses the appointment of arbitrators and the process by which they are chosen. This can include factors such as the number of arbitrators, qualifications, and selection criteria.
3. **Subject to Limitations:** While parties have the freedom to determine the appointment procedure, there are constraints outlined in paragraphs (4) and (5) of the same article. These limitations ensure that the appointment process is fair, unbiased, and in line with international arbitration standards.
4. **Flexibility in Designing Procedure:** Parties can tailor the appointment procedure to their specific needs and the nature of the dispute. They can adopt procedures that suit their preferences, legal traditions, and business practices.

In summary, Article 11(2) underscores the importance of party autonomy in the selection of arbitrators. It empowers parties to agree on an appointment procedure that aligns with their preferences and the characteristics of the dispute. While this autonomy is central, the provision also recognises that there are certain restrictions in place to ensure fairness and the integrity of the arbitration process.

(3) Failing such agreement,

- (a) in an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within thirty days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within thirty days of their appointment, the appointment shall be made, upon request of a party, by the court or other authority specified in article 6;**
- (b) in an arbitration with a sole arbitrator, if the parties are unable to agree on the arbitrator, he shall be appointed, upon request of a party, by the court or other authority specified in article 6.**

Article 11(3) of the UNCITRAL Model Law on International Commercial Arbitration outlines the default appointment procedure for arbitrators in cases where the parties have not agreed on an appointment process. This provision sets forth rules for the appointment of arbitrators when parties fail to reach an

agreement, ensuring a fair and balanced composition of the arbitral tribunal. Let us analyse the key elements of this article:

1. **Default Appointment Procedure:** Article 11(3) provides a default procedure for appointing arbitrators when the parties have not agreed on a different method.
2. **Arbitration with Three Arbitrators:** If the arbitration is to be conducted with three arbitrators, each party is entitled to appoint one arbitrator. The two arbitrators appointed by the parties will then jointly select the third arbitrator. This process is designed to balance the influence of the parties in the composition of the tribunal.
3. **Timeframes for Appointment:** The provision sets time limits for making appointments. If a party fails to appoint its arbitrator within thirty days of a request from the other party, or if the two party-appointed arbitrators fail to agree on the third arbitrator within thirty days of their appointment, the appointment of the outstanding arbitrator(s) will be made upon the request of a party, by the court or other authority specified in Article 6 of the Model Law.
4. **Arbitration with Sole Arbitrator:** In cases where the arbitration is to be conducted by a sole arbitrator and the parties cannot agree on the arbitrator, the provision grants the court or other authority specified in Article 6 the power to appoint the sole arbitrator upon the request of a party.

In summary, Article 11(3) provides a structured and fair default mechanism for appointing arbitrators when the parties have not agreed on an appointment procedure. This helps maintain the integrity and effectiveness of the arbitration process by ensuring that a neutral and competent arbitral tribunal is established even when the parties cannot agree on the arbitrators themselves.

- (4) Where, under an appointment procedure agreed upon by the parties,**
- (a) a party fails to act as required under such procedure, or**
 - (b) the parties, or two arbitrators, are unable to reach an agreement expected of them under such procedure, or**
 - (c) a third party, including an institution, fails to perform any function entrusted to it under such procedure, any party may request the court or other authority specified in article 6 to take the necessary measure, unless the agreement on the appointment procedure provides other means for securing the appointment.**

Article 11(4) of the UNCITRAL Model Law on International Commercial Arbitration addresses situations in which a party-appointed arbitrator or a third party fails to fulfil their obligations under an agreed-upon appointment procedure. This provision outlines the steps that can be taken to address such failures and ensure the proper appointment of arbitrators. Let us analyse the key elements of this article:

1. **Failure to Act in Accordance with Procedure:** Article 11(4) applies when parties have agreed upon a specific appointment procedure, but one of the parties fails to follow the required steps as outlined in that procedure.

2. **Inability to Reach Agreement or Perform Function:** This provision also applies when the parties or two arbitrators are unable to reach an agreement as expected by the agreed-upon procedure. It also covers scenarios where a third party, including an institution, is unable to perform a function assigned to it under the agreed procedure.
3. **Request for Court Intervention:** If any of the situations described in (a), (b), or (c) above occur, any party involved in the arbitration can request the court or other authority specified in Article 6 of the Model Law to take necessary measures to resolve the issue. These measures could include steps to ensure the proper appointment of arbitrators or to address other deficiencies in the appointment process.
4. **Preserving the Appointment Process:** The provision allows for court intervention when necessary to prevent the arbitration from being hindered by the failure to follow the agreed-upon appointment procedure.
5. **Consistency with Agreement:** The provision notes that if the agreement on the appointment procedure specifies alternative means to secure the appointment in cases of failure, those alternatives should be followed.

In summary, Article 11(4) ensures that the arbitration process remains functional even when parties or appointed individuals fail to fulfil their responsibilities under an agreed-upon appointment procedure. It provides a mechanism for parties to seek court intervention to remedy such failures, ultimately preserving the integrity of the arbitration process and ensuring the appointment of a competent and impartial arbitral tribunal.

- (5) A decision on a matter entrusted by paragraph (3) or (4) of this article to the court or other authority specified in article 6 shall be subject to no appeal. The court or other authority, in appointing an arbitrator, shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and, in the case of a sole or third arbitrator, shall take into account as well the advisability of appointing an arbitrator of a nationality other than those of the parties.**

Article 11(5) of the UNCITRAL Model Law on International Commercial Arbitration addresses the decision-making process for matters related to the appointment of arbitrators, as well as the considerations that should guide such decisions. This provision outlines the approach that the court or other specified authority should take when making decisions on appointment issues. Let us analyse the key elements of this article:

1. **Finality of Decision:** Article 11(5) establishes that decisions made by the court or other authority specified in Article 6 regarding matters entrusted to them by paragraphs (3) or (4) of the same article are not subject to appeal. This emphasises the importance of maintaining the efficiency and finality of the arbitration process.
2. **Consideration of Qualifications:** The court or authority responsible for making appointments must take into account any qualifications required of the arbitrator by the parties' agreement. This ensures that the appointed arbitrator possesses the necessary expertise and knowledge relevant to the subject matter of the dispute.

3. **Independence and Impartiality:** The provision emphasises that the appointment authority should consider factors likely to secure the appointment of an arbitrator who is independent and impartial. This aligns with the fundamental principles of arbitration that require arbitrators to be unbiased and objective.
4. **Nationality of Arbitrator:** The provision suggests that, especially in the case of a sole or third arbitrator, the authority should consider appointing an arbitrator of a nationality other than those of the parties. This can contribute to a balanced and impartial tribunal.

In summary, Article 11(5) provides guidance on the decision-making process for appointment matters and outlines considerations that should guide the appointment authority. The finality of decisions, the assessment of qualifications, the emphasis on independence and impartiality, and the potential inclusion of arbitrators of different nationalities all contribute to ensuring the fairness and integrity of the arbitral tribunal composition.

Article 12. Grounds for challenge

- (1) When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties unless they have already been informed of them by him.**

Article 12(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the duty of a potential arbitrator to disclose any circumstances that might cast doubts on their impartiality or independence. It also outlines the ongoing duty of an arbitrator to disclose such circumstances throughout the arbitral proceedings. Let us analyse the key elements of this article:

1. **Duty to Disclose Impartiality and Independence:** The provision establishes a fundamental duty for individuals who are approached for potential appointment as arbitrators. When approached, a person must disclose any circumstances that could reasonably raise doubts about their impartiality or independence.
2. **Transparency and Trustworthiness:** This duty of disclosure serves to ensure transparency in the arbitration process and to maintain the trust of the parties in the arbitrator's ability to render a fair and unbiased decision.
3. **Time of Disclosure:** The provision stipulates that an arbitrator must disclose any circumstances that might cast doubts on their impartiality or independence from the moment of their appointment and throughout the entire course of the arbitral proceedings.
4. **Timely and Complete Disclosure:** An arbitrator is required to promptly disclose any such circumstances to the parties. This ensures that the parties are aware of any potential conflicts or biases and can make informed decisions regarding the continuation of the arbitration.

5. Disclosure to Parties: If the arbitrator becomes aware of such circumstances after the parties have already been informed, the arbitrator should still disclose the circumstances to the parties unless they were already aware of them.

In summary, Article 12(1) underscores the importance of impartiality and independence in arbitration by requiring potential arbitrators to disclose any circumstances that might affect these qualities. This duty of disclosure contributes to maintaining the integrity of the arbitration process and building trust between arbitrators and parties. It ensures that parties have relevant information to assess the potential biases or conflicts of an arbitrator and make informed decisions about their participation in the proceedings.

(2) An arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, or if he does not possess qualifications agreed to by the parties. A party may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

Article 12(2) of the UNCITRAL Model Law on International Commercial Arbitration deals with the circumstances under which an arbitrator can be challenged and the limitations on when a party can challenge an arbitrator. This provision aims to ensure the impartiality and independence of arbitrators while also promoting the stability of the arbitration process. Let us analyse the key elements of this article:

1. Grounds for Challenging an Arbitrator: An arbitrator can be challenged based on two main grounds:
 - a. Impartiality or Independence: A party can challenge an arbitrator if there are circumstances that give rise to justifiable doubts about the arbitrator's impartiality or independence. This ensures that arbitrators remain unbiased and free from conflicts of interest.
 - b. Qualifications: An arbitrator can also be challenged if they do not possess the qualifications agreed upon by the parties. This maintains the competency and expertise of the arbitral tribunal.
2. Timing of Challenges: The article specifies that a party can challenge an arbitrator whom they appointed or participated in appointing only if the challenging party becomes aware of reasons for the challenge after the arbitrator's appointment has been made. This restriction prevents parties from attempting to challenge arbitrators based on reasons they were already aware of at the time of appointment.
3. Promoting Stability: By allowing challenges only on the grounds specified in the provision and under the conditions outlined, the article contributes to the stability of the arbitration process. It avoids situations where arbitrators could be challenged for arbitrary reasons, ensuring that the proceedings can proceed with minimal disruptions.

In summary, Article 12(2) of the UNCITRAL Model Law strikes a balance between safeguarding the impartiality and independence of arbitrators and maintaining the stability of the arbitration process. It outlines the specific grounds for challenging arbitrators and sets limitations on when such challenges

can be raised. This helps ensure that challenges are based on valid concerns and promotes the efficient and fair resolution of disputes through arbitration.

Article 13. Challenge procedure

(1) The parties are free to agree on a procedure for challenging an arbitrator, subject to the provisions of paragraph (3) of this article.

Article 13(1) of the UNCITRAL Model Law on International Commercial Arbitration acknowledges the parties' freedom to agree on a procedure for challenging an arbitrator. This provision highlights the importance of party autonomy in shaping the arbitration process, including the mechanism for challenging arbitrators, while also indicating certain limitations. Let us analyse the key elements of this article:

1. **Party Autonomy:** Article 13(1) underscores the fundamental principle of party autonomy in arbitration. It emphasises that the parties have the liberty to establish their own procedure for challenging an arbitrator, based on their specific needs and preferences.
2. **Challenging an Arbitrator:** A challenge to an arbitrator is a mechanism to address concerns related to the arbitrator's impartiality, independence, or qualifications. This provision acknowledges that the parties themselves are best positioned to determine the procedures for such challenges within the context of their arbitration agreement.
3. **Subject to Limitations:** The article specifies that the parties' freedom to establish a procedure for challenging an arbitrator is subject to the provisions of paragraph (3) of the same article. This means that while parties have flexibility in designing the procedure, there are certain overarching limitations to ensure fairness and integrity.
4. **Consideration of Limitations:** Parties should consider the limitations outlined in paragraph (3) when drafting their procedure for challenging an arbitrator. These limitations are intended to safeguard the proper functioning of the arbitration process and prevent challenges based on arbitrary or frivolous reasons.

In summary, Article 13(1) highlights party autonomy by allowing parties to agree on their own procedure for challenging an arbitrator. It recognises that parties are best suited to determine how to handle such challenges within the framework of their arbitration agreement. However, this autonomy is subject to certain limitations outlined in paragraph (3) of the same article, which aim to ensure that challenges are based on valid and relevant concerns.

(2) Failing such agreement, a party who intends to challenge an arbitrator shall, within fifteen days after becoming aware of the constitution of the arbitral tribunal or after becoming aware of any circumstance referred to in article 12(2), send a written statement of the reasons for the challenge to the arbitral tribunal. Unless the challenged arbitrator withdraws from his

office or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge.

Article 13(2) of the UNCITRAL Model Law on International Commercial Arbitration outlines the process for challenging an arbitrator in the absence of a procedure explicitly agreed upon by the parties. This provision establishes specific timelines and requirements for parties seeking to challenge an arbitrator and outlines the arbitral tribunal's role in addressing such challenges. Let us analyse the key elements of this article:

1. **Procedure for Challenging an Arbitrator:** When there is no agreed-upon procedure for challenging an arbitrator, Article 13(2) provides a default process to follow.
2. **Timelines for Challenging:** A party intending to challenge an arbitrator must do so within fifteen days after becoming aware of either the constitution of the arbitral tribunal or any circumstances that raise doubts about the arbitrator's impartiality or independence (as referred to in Article 12(2)).
3. **Written Statement:** The challenging party is required to send a written statement to the arbitral tribunal explaining the reasons for the challenge. This statement allows the tribunal and the other party to understand the basis of the challenge.
4. **Tribunal Decision:** Unless the challenged arbitrator voluntarily withdraws from the office or the other party agrees to the challenge, the arbitral tribunal itself is tasked with deciding on the challenge.
5. **Fair and Transparent Process:** The provision ensures that the challenge process is transparent and provides opportunities for all parties involved to understand and respond to the challenge.
6. **Efficient Resolution:** By providing specific timelines and procedures, the provision aims to ensure that challenges are addressed promptly, allowing the arbitration process to continue without unnecessary delays.

In summary, Article 13(2) establishes a default procedure for challenging an arbitrator in cases where the parties have not agreed on a specific procedure. The provision outlines the timelines for challenging, the requirement for a written statement explaining the challenge, and the role of the arbitral tribunal in deciding on the challenge. This ensures a fair and efficient process for addressing challenges to arbitrators while maintaining the integrity of the arbitration proceedings.

(3) If a challenge under any procedure agreed upon by the parties or under the procedure of paragraph (2) of this article is not successful, the challenging party may request, within thirty days after having received notice of the decision rejecting the challenge, the court or other authority specified in article 6 to decide on the challenge, which decision shall be subject to no appeal; while such a request is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an award.

Article 13(3) of the UNCITRAL Model Law on International Commercial Arbitration addresses the situation when a challenge to an arbitrator is unsuccessful either under a procedure agreed upon by the parties or under the default procedure outlined in Article 13(2). This provision sets out the steps

that a challenging party can take if their challenge is rejected, and it outlines the consequences for the arbitration proceedings. Let us analyse the key elements of this article:

1. **Unsuccessful Challenge:** If a challenge to an arbitrator is not successful, meaning that the challenge is rejected either under a procedure agreed upon by the parties or under the default procedure in Article 13(2), the challenging party has certain options.
2. **Court or Authority Review:** The challenging party can, within thirty days of receiving notice of the decision rejecting the challenge, request the court or other authority specified in Article 6 (as mentioned in Article 13(1)) to review the challenge and make a decision. This review decision is final and not subject to appeal.
3. **Pending Review:** While the request for review is pending, the arbitral tribunal, including the challenged arbitrator, is allowed to continue with the arbitration proceedings. This ensures that the proceedings can move forward without unnecessary delays.
4. **Continuation of Proceedings:** The article specifies that the arbitral tribunal, including the challenged arbitrator, can proceed with the arbitral proceedings and even make an award while the request for review of the challenge is pending. This provision aims to maintain the efficiency and continuity of the arbitration process.

In summary, Article 13(3) outlines the procedure for a challenging party when their challenge to an arbitrator is unsuccessful. It allows the challenging party to request a court or authority review of the challenge decision, and it emphasises that the review decision is final and not subject to appeal. The provision also ensures that the arbitration proceedings can continue while the review request is pending, maintaining the efficiency of the arbitration process.

Article 14. Failure or impossibility to act

- (1) If an arbitrator becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay, his mandate terminates if he withdraws from his office or if the parties agree on the termination. Otherwise, if a controversy remains concerning any of these grounds, any party may request the court or other authority specified in article 6 to decide on the termination of the mandate, which decision shall be subject to no appeal.**

Article 14(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the termination of an arbitrator's mandate in cases where the arbitrator becomes unable to perform their functions or fails to act without undue delay. This provision establishes the conditions under which an arbitrator's mandate ends and outlines the process for determining the termination. Let us analyse the key elements of this article:

1. **Termination of Mandate:** Article 14(1) specifies that an arbitrator's mandate terminates in certain circumstances, including when the arbitrator becomes de jure (legally) or de facto (in practice) unable to perform their functions, or if they fail to act without undue delay.
2. **Withdrawal or Party Agreement:** The provision outlines two scenarios where the arbitrator's mandate can terminate:

- a. **Withdrawal:** If the arbitrator withdraws from their office, their mandate terminates. This allows an arbitrator to step down voluntarily for various reasons.
 - b. **Party Agreement:** If the parties unanimously agree to terminate the arbitrator’s mandate, it can be done. This provides flexibility for parties to mutually decide on a change in arbitrator.
3. **Controversy and Court Review:** If there is a dispute or controversy surrounding the termination of the arbitrator’s mandate due to inability to perform or undue delay, any party can request the court or other authority specified in Article 6 to decide on the termination. This decision by the court or authority is final and not subject to appeal.
 4. **Maintaining Arbitration Process:** The provision ensures that the arbitration process can continue smoothly by allowing for the termination of an arbitrator’s mandate under specific circumstances.

In summary, Article 14(1) of the UNCITRAL Model Law provides a framework for the termination of an arbitrator’s mandate when they are unable to perform their functions or fail to act promptly. The provision outlines scenarios where the mandate can be terminated, either through withdrawal or party agreement, and establishes a procedure for resolving disputes related to the termination. The aim is to ensure the integrity and efficiency of the arbitration process while addressing situations where an arbitrator’s mandate needs to be terminated due to practical or procedural issues.

(2) If, under this article or article 13(2), an arbitrator withdraws from his office or a party agrees to the termination of the mandate of an arbitrator, this does not imply acceptance of the validity of any ground referred to in this article or article 12(2).

Article 14(2) of the UNCITRAL Model Law on International Commercial Arbitration clarifies the implications of an arbitrator’s withdrawal or a party’s agreement to terminate an arbitrator’s mandate. This provision ensures that such actions do not imply acceptance of the validity of any grounds for challenge or termination as outlined in Article 12(2) or other related provisions. Let us analyse the key elements of this article:

1. **No Implication of Acceptance:** Article 14(2) states that if an arbitrator withdraws from their office or if a party agrees to the termination of an arbitrator’s mandate as outlined in Article 14(1) or Article 13(2), respectively, such actions do not imply acceptance of the validity of any grounds for challenge or termination outlined in Article 12(2) or related provisions.
2. **Preserving Legal Positions:** This provision ensures that an arbitrator’s withdrawal or a party’s agreement to terminate an arbitrator’s mandate is not construed as an acknowledgment that the grounds for challenge or termination were valid. It allows parties to take practical steps to replace an arbitrator without affecting their legal positions regarding any challenges to the arbitrator’s impartiality, independence, or qualifications.
3. **Avoiding Prejudice:** By clarifying that such actions do not imply acceptance of the validity of the stated grounds, the provision safeguards parties’ rights and ensures that their

ability to challenge an arbitrator's qualifications or integrity remains intact even if they choose to replace the arbitrator.

In summary, Article 14(2) of the UNCITRAL Model Law underscores that an arbitrator's withdrawal or a party's agreement to terminate an arbitrator's mandate is separate from the question of whether the grounds for challenge or termination are valid. This provision ensures that parties' legal positions are preserved and that they can take practical steps without inadvertently prejudicing their rights to challenge an arbitrator's qualifications or impartiality.

Article 15. Appointment of substitute arbitrator

Where the mandate of an arbitrator terminates under article 13 or 14 or because of his withdrawal from office for any other reason or because of the revocation of his mandate by agreement of the parties or in any other case of termination of his mandate, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.

Article 15 of the UNCITRAL Model Law on International Commercial Arbitration addresses the appointment of a substitute arbitrator in cases where the mandate of an arbitrator terminates for various reasons. This provision outlines the process for replacing an arbitrator to ensure the continuity and fairness of the arbitration proceedings. Let us analyse the key elements of this article:

1. **Termination of Arbitrator's Mandate:** Article 15 applies when an arbitrator's mandate terminates due to various reasons, including challenges under Article 13, inability to perform under Article 14, withdrawal, revocation of mandate by agreement of the parties, or any other case of termination.
2. **Appointment of Substitute Arbitrator:** In the event of an arbitrator's mandate termination, a substitute arbitrator is to be appointed to take the place of the arbitrator who is no longer able to fulfil their role.
3. **Continuity of Process:** The primary purpose of Article 15 is to ensure the continuity of the arbitration process despite the departure of an arbitrator. By appointing a substitute arbitrator, the proceedings can continue without undue disruption.
4. **Applicable Rules:** The procedure for appointing the substitute arbitrator should follow the same rules that were applicable to the appointment of the original arbitrator being replaced. This maintains consistency and fairness in the process.

In summary, Article 15 of the UNCITRAL Model Law establishes a framework for appointing a substitute arbitrator in cases where an arbitrator's mandate terminates. The provision ensures the continuity of the arbitration process by replacing an arbitrator who is no longer able to serve. By following the same rules that were used for the original appointment, the provision maintains fairness and consistency in the selection of substitute arbitrators.

CHAPTER IV. JURISDICTION OF ARBITRAL TRIBUNAL

Article 16. Competence of arbitral tribunal to rule on its jurisdiction

- (1) The arbitral tribunal may rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.**

Article 16(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the arbitral tribunal's authority to rule on its own jurisdiction, specifically concerning objections related to the existence or validity of the arbitration agreement. This provision emphasises the autonomy of the arbitration agreement within a contract and clarifies the consequences of a decision that the contract itself is null and void. Let us analyse the key elements of this article:

1. **Jurisdiction of the Arbitral Tribunal:** Article 16(1) grants the arbitral tribunal the power to determine its own jurisdiction, which includes deciding on objections related to the existence or validity of the arbitration agreement itself. This empowers the arbitral tribunal to establish whether it has the authority to hear the dispute based on the arbitration agreement.
2. **Independence of the Arbitration Agreement:** The provision treats an arbitration clause that is part of a contract as an independent agreement. This means that the validity and enforceability of the arbitration agreement can be considered separately from the other terms of the contract. This recognition of the autonomy of the arbitration clause reinforces the principle that the parties' agreement to arbitrate should be treated separately from the underlying contract.
3. **Nullity of the Contract and Arbitration Clause:** If the arbitral tribunal determines that the entire contract is null and void, it does not necessarily mean that the arbitration clause within that contract is also invalid. The provision states that a decision by the tribunal that the contract is null and void does not automatically render the arbitration clause void ("ipso jure" means "by the law itself"). This principle prevents the invalidation of the arbitration clause solely due to the nullity of the underlying contract.

In summary, Article 16(1) of the UNCITRAL Model Law empowers the arbitral tribunal to decide on its own jurisdiction, including objections related to the arbitration agreement's existence or validity. It emphasises the independence of the arbitration agreement within a contract and ensures that the arbitration clause's validity is not automatically affected by a decision that the underlying contract is null and void. This provision maintains the integrity of the arbitration process and the autonomy of arbitration agreements within contractual relationships.

- (2) A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than the submission of the statement of defence. A party is not precluded from raising such a plea by the fact that he has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the**

matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

Article 16(2) of the UNCITRAL Model Law on International Commercial Arbitration addresses the timing and procedures for raising objections to the arbitral tribunal's jurisdiction or scope of authority. This provision ensures that parties can raise objections in a timely manner and clarifies the consequences of delays in doing so. Let us analyse the key elements of this article:

1. **Objection to Jurisdiction:** A party asserting that the arbitral tribunal lacks jurisdiction (i.e., the authority to hear the dispute) must raise this objection no later than when submitting their statement of defence. This ensures that parties do not delay raising jurisdictional objections and helps maintain the efficiency of the arbitration process.
2. **No Preclusion by Participation:** The provision clarifies that a party is not prevented from raising a jurisdictional objection simply because they have appointed an arbitrator or participated in the appointment process. This prevents parties from inadvertently waiving their right to challenge the tribunal's jurisdiction.
3. **Objection to Exceeding Scope of Authority:** If a party believes that the arbitral tribunal is exceeding the scope of its authority during the proceedings (for instance, addressing matters beyond the scope of the arbitration agreement), that party should raise this objection as soon as the matter is brought up in the proceedings.
4. **Admission of Later Objections:** The arbitral tribunal has the discretion to admit a jurisdictional objection or an objection to exceeding authority even if it is raised later than the prescribed time, but only if the tribunal deems the delay to be justified. This provision allows flexibility in exceptional cases where there might be valid reasons for a delayed objection.

In summary, Article 16(2) of the UNCITRAL Model Law establishes specific timelines and procedures for raising objections to the arbitral tribunal's jurisdiction or scope of authority. It emphasises the importance of raising objections in a timely manner to ensure the efficiency and fairness of the arbitration process while allowing for limited exceptions when a justified delay might be accepted.

(3) The arbitral tribunal may rule on a plea referred to in paragraph (2) of this article either as a preliminary question or in an award on the merits. If the arbitral tribunal rules as a preliminary question that it has jurisdiction, any party may request, within thirty days after having received notice of that ruling, the court specified in article 6 to decide the matter, which decision shall be subject to no appeal; while such a request is pending, the arbitral tribunal may continue the arbitral proceedings and make an award.

Article 16(3) of the UNCITRAL Model Law on International Commercial Arbitration elaborates on the procedural aspects related to the arbitral tribunal's ruling on jurisdictional objections raised under Article 16(2). It outlines when and how the tribunal can address such objections and the possibility of seeking court intervention. Let us analyse the key elements of this article:

1. **Timing of Ruling:** Article 16(3) stipulates that the arbitral tribunal has the authority to rule on objections to its jurisdiction as well as objections regarding exceeding the scope of its

authority raised under Article 16(2). The tribunal can decide to rule on these objections either as a preliminary question or as part of an award on the merits of the case.

2. Preliminary Question or Award: The tribunal's flexibility to decide whether to address jurisdictional objections as a preliminary question or as part of the final award offers procedural flexibility. This allows the tribunal to decide the most suitable timing for addressing jurisdictional issues based on the specifics of the case.
3. Request for Court Intervention: If the arbitral tribunal rules as a preliminary question that it has jurisdiction, any party dissatisfied with the tribunal's ruling can request, within thirty days after receiving notice of the ruling, that the court specified in Article 6 decide on the matter. This court decision is final and not subject to appeal.
4. Continuation of Arbitral Proceedings: While a request for court intervention is pending, the arbitral tribunal can continue with the arbitral proceedings and make an award. This provision ensures that the arbitration process can continue while the court reviews the jurisdictional issue.

In summary, Article 16(3) of the UNCITRAL Model Law establishes the procedure for dealing with objections to the arbitral tribunal's jurisdiction or scope of authority. It allows the tribunal to decide on these objections either as a preliminary question or as part of the final award. If the tribunal rules in favour of its own jurisdiction, a dissatisfied party can request court intervention within thirty days. Meanwhile, the arbitration process can continue while the court review is pending, maintaining the efficiency and continuity of the proceedings.

CHAPTER IV A. INTERIM MEASURES AND PRELIMINARY ORDERS

Section 1. Interim measures

Article 17. Power of arbitral tribunal to order interim measures

- (1) Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, grant interim measures.**

Article 17(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the arbitral tribunal's authority to grant interim measures upon the request of a party. Interim measures are temporary measures that a tribunal can order to preserve the status quo or protect the rights and interests of the parties during the course of arbitration proceedings. Let us analyse the key elements of this article:

1. **Interim Measures:** Article 17(1) establishes that the arbitral tribunal has the power to grant interim measures. These measures are provisional in nature and are designed to maintain the parties' rights and the integrity of the arbitration process until a final award is rendered.
2. **Party Request:** The provision specifies that the tribunal can grant interim measures upon the request of a party. This means that a party must make a formal request to the tribunal, outlining the specific interim measures they are seeking.
3. **Agreement of the Parties:** The arbitral tribunal's authority to grant interim measures is subject to any agreement to the contrary between the parties. This allows the parties to modify the tribunal's authority regarding interim measures based on their specific arbitration agreement or contract.
4. **Preserving Rights and Status Quo:** Interim measures can include various actions, such as restraining orders, asset freezes, or orders to preserve evidence. These measures aim to protect the parties' rights and ensure that the circumstances do not change in a way that could impact the arbitration process or the final award.

In summary, Article 17(1) of the UNCITRAL Model Law empowers the arbitral tribunal to grant interim measures at the request of a party. These measures are designed to preserve the parties' rights and the integrity of the arbitration process. The provision also highlights that the tribunal's authority is subject to any agreement between the parties, allowing for flexibility in tailoring the interim measures to the specific circumstances of the case.

- (2) **An interim measure is any temporary measure, whether in the form of an award or in another form, by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party to:**
- (a) **Maintain or restore the status quo pending determination of the dispute;**
 - (b) **Take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself;**
 - (c) **Provide a means of preserving assets out of which a subsequent award may be satisfied;**
or
 - (d) **Preserve evidence that may be relevant and material to the resolution of the dispute.**

Article 17(2) of the UNCITRAL Model Law on International Commercial Arbitration defines and categorises interim measures that an arbitral tribunal can order to preserve the rights, assets, and integrity of the arbitration process during the pendency of the proceedings. This provision outlines the various types of interim measures that can be granted by the tribunal. Let us analyse the key elements of this article:

1. **Definition of Interim Measure:** Article 17(2) defines an interim measure as any temporary action, whether in the form of an award or in another form, that the arbitral tribunal can order before issuing the final award that conclusively resolves the dispute. Interim measures are aimed at safeguarding the parties' rights and maintaining the fairness and effectiveness of the arbitration process.
2. **Categories of Interim Measures:** The provision outlines four categories of interim measures that the arbitral tribunal can order:
 - a. **Maintaining or Restoring Status Quo:** The tribunal can order a party to maintain or restore the status quo, ensuring that no changes occur to the situation or conditions that gave rise to the dispute.
 - b. **Preventing Harm or Prejudice:** The tribunal can order a party to take actions that prevent harm or refrain from actions likely to cause harm or prejudice to the arbitration process itself.
 - c. **Preserving Assets:** The tribunal can order a party to provide a means of preserving assets that may be used to satisfy a subsequent award.
 - d. **Preserving Evidence:** The tribunal can order a party to preserve evidence that is relevant and material to the resolution of the dispute.
3. **Timing and Scope:** The interim measures can be ordered at any time before the issuance of the final award. They are designed to be temporary and are intended to ensure that the rights of the parties are protected during the arbitration process.

In summary, Article 17(2) of the UNCITRAL Model Law defines interim measures and categorises the types of actions that the arbitral tribunal can order to address specific issues and concerns during the arbitration proceedings. These measures are designed to preserve the parties' rights, assets, and the integrity of the arbitration process until a final award is issued. The provision ensures that parties have

a mechanism to request and obtain protection while their dispute is being resolved through arbitration.

Article 17 A. Conditions for granting interim measures

(1) The party requesting an interim measure under article 17(2)(a), (b) and (c) shall satisfy the arbitral tribunal that:

(a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and

(b) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

Article 17A(1) of the UNCITRAL Model Law on International Commercial Arbitration outlines the criteria that a party must meet when requesting an interim measure under Article 17(2)(a), (b), and (c). These criteria establish the threshold for granting interim measures and ensure that they are ordered only when specific conditions are met. Let us analyse the key elements of this article:

1. **Criteria for Interim Measures:** Article 17A(1) sets forth two essential criteria that the requesting party must satisfy when seeking an interim measure under Article 17(2)(a), (b), or (c).
2. **a. Likelihood of Irreparable Harm:** The requesting party must demonstrate that harm that cannot be adequately compensated through a damages award is likely to result if the interim measure is not granted. Furthermore, the harm that could be suffered by the requesting party must substantially outweigh the harm that the opposing party might face if the measure is granted.
3. **b. Reasonable Possibility of Success:** The requesting party must establish that there is a reasonable possibility that they will succeed on the merits of their claim. This means that the party must show a credible and convincing case in support of their claim. Importantly, the determination of this possibility does not affect the arbitral tribunal’s discretion in making any subsequent determinations.
4. **Balancing Interests:** The criteria outlined in Article 17A(1) emphasise a balance between the potential harm to the requesting party if the interim measure is not granted and the potential harm to the opposing party if the measure is ordered. This balance ensures that the tribunal considers the overall fairness and impact of the measure on both parties.
5. **No Prejudice to Discretion:** Importantly, the provision clarifies that the determination regarding the reasonable possibility of success on the merits does not limit the arbitral tribunal’s discretion in making subsequent determinations. This means that even if a party demonstrates a reasonable possibility of success, the tribunal retains flexibility in its ultimate decisions.

In summary, Article 17A(1) of the UNCITRAL Model Law establishes stringent criteria that a requesting party must satisfy when seeking interim measures under Article 17(2)(a), (b), or (c). The criteria ensure that interim measures are granted only when certain conditions are met: a likelihood of irreparable harm that outweighs the harm to the opposing party and a reasonable possibility of success on the merits. The provision promotes a balanced approach to granting interim measures while acknowledging the tribunal's discretion in subsequent determinations.

(2) With regard to a request for an interim measure under article 17(2)(d), the requirements in paragraphs (1)(a) and (b) of this article shall apply only to the extent the arbitral tribunal considers appropriate.

Article 17A(2) of the UNCITRAL Model Law on International Commercial Arbitration provides specific guidance regarding the criteria that apply to a request for an interim measure under Article 17(2)(d). This provision modifies the application of the criteria outlined in Article 17A(1) for this particular type of interim measure. Let us analyse the key elements of this article:

1. **Modification of Criteria:** Article 17A(2) states that for requests for interim measures falling under Article 17(2)(d), the requirements specified in paragraphs (1)(a) and (b) of Article 17A shall apply only to the extent that the arbitral tribunal considers appropriate.
2. **Interim Measures Involving Evidence Preservation:** Article 17(2)(d) relates to interim measures aimed at preserving evidence relevant to the resolution of the dispute. These measures are particularly concerned with preventing the destruction or alteration of evidence that may be crucial for the case.
3. **Flexibility for the Tribunal:** The provision acknowledges that the criteria outlined in Article 17A(1)(a) and (b), which involve assessing the likelihood of irreparable harm and the reasonable possibility of success on the merits, may not be as directly applicable or relevant when the purpose of the interim measure is to preserve evidence.
4. **Arbitral Tribunal's Discretion:** Article 17A(2) grants the arbitral tribunal the discretion to determine the extent to which the criteria should apply to a request for an interim measure under Article 17(2)(d). This flexibility allows the tribunal to tailor its assessment based on the specific circumstances of the case and the nature of the evidence that needs preservation.

In summary, Article 17A(2) of the UNCITRAL Model Law provides a modified application of the criteria in Article 17A(1)(a) and (b) for requests for interim measures involving the preservation of evidence under Article 17(2)(d). The provision recognises the unique nature of evidence preservation measures and grants the arbitral tribunal the discretion to determine the extent to which the criteria should apply in such cases. This ensures that the tribunal can adapt its approach based on the specific requirements of evidence preservation while still promoting fairness and effectiveness in the arbitration process.

Section 2. Preliminary orders

Article 17 B. Applications for preliminary orders and conditions for granting preliminary orders

- (1) Unless otherwise agreed by the parties, a party may, without notice to any other party, make a request for an interim measure together with an application for a preliminary order directing a party not to frustrate the purpose of the interim measure requested.**

Article 17B(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the procedure for requesting an interim measure, along with an application for a preliminary order, without prior notice to other parties. This provision outlines the circumstances under which a party can seek immediate relief to ensure that the purpose of the requested interim measure is not frustrated. Let us analyse the key elements of this article:

1. **Immediate Relief:** Article 17B(1) allows a party to seek immediate relief by making a request for an interim measure along with an application for a preliminary order. This means that the party can seek both the substantive interim measure and a preliminary order to prevent the opposing party from undermining or obstructing the effectiveness of the requested measure.
2. **No Prior Notice Required:** The provision specifies that the requesting party can make this request without providing prior notice to any other party. This can be important in cases where providing notice to the opposing party might result in potential harm or obstruction of the purpose of the requested interim measure.
3. **Purpose of Preliminary Order:** The preliminary order serves the purpose of ensuring that the requested interim measure is effective and not thwarted by actions taken by the opposing party before they are officially notified of the request.
4. **Party Autonomy:** The provision emphasises that the availability of this procedure is subject to the parties' agreement. If the parties' arbitration agreement or contract specifies otherwise, this procedure may be modified or restricted.

In summary, Article 17B(1) of the UNCITRAL Model Law allows a party to seek immediate relief by requesting an interim measure and applying for a preliminary order without prior notice to other parties. This procedure is designed to prevent the opposing party from frustrating the purpose of the requested interim measure. However, the availability of this procedure is subject to the parties' agreement, and it ensures that parties have some flexibility in tailoring the interim measure process to their specific arbitration agreement or contract.

- (2) The arbitral tribunal may grant a preliminary order provided it considers that prior disclosure of the request for the interim measure to the party against whom it is directed risks frustrating the purpose of the measure.**

Article 17B(2) of the UNCITRAL Model Law on International Commercial Arbitration provides the arbitral tribunal with the authority to grant a preliminary order if it determines that disclosing the request for an interim measure to the party against whom the measure is directed could potentially frustrate the purpose of the measure. This provision ensures that the tribunal has the discretion to

assess the situation and decide whether a preliminary order is appropriate to maintain the effectiveness of the requested interim measure. Let us analyse the key elements of this article:

1. **Discretion of the Arbitral Tribunal:** Article 17B(2) grants the arbitral tribunal the discretionary power to determine whether a preliminary order should be granted. The tribunal's decision is based on its evaluation of whether disclosing the request for the interim measure to the opposing party would risk undermining the intended purpose of the measure.
2. **Balancing Interests:** The provision reflects the importance of balancing the interests of both parties. It acknowledges that in some cases, providing prior notice of the request for an interim measure might result in actions taken by the opposing party that could thwart the purpose of the measure.
3. **Risk of Frustration:** The central criterion for granting a preliminary order is the tribunal's assessment of whether there is a risk that informing the opposing party about the request for the interim measure would lead to actions that defeat the purpose of the measure.

In summary, Article 17B(2) of the UNCITRAL Model Law empowers the arbitral tribunal to grant a preliminary order if it determines that disclosing the request for an interim measure to the opposing party could risk frustrating the purpose of the measure. This provision ensures that the tribunal can exercise discretion in situations where the immediate effectiveness of the interim measure is at stake due to the potential actions of the opposing party. It emphasises the tribunal's role in maintaining the integrity and effectiveness of the arbitration process while considering the interests of both parties.

(3) The conditions defined under article 17A apply to any preliminary order, provided that the harm to be assessed under article 17A(1)(a), is the harm likely to result from the order being granted or not.

Article 17B(3) of the UNCITRAL Model Law on International Commercial Arbitration further clarifies the application of the criteria outlined in Article 17A to any preliminary order granted under Article 17B(2). This provision ensures that the conditions for granting interim measures, as detailed in Article 17A, also apply to preliminary orders, with a specific focus on assessing harm. Let us analyse the key elements of this article:

1. **Application of Article 17A Conditions:** Article 17B(3) specifies that the conditions defined under Article 17A apply to any preliminary order granted under Article 17B(2). This means that the criteria outlined in Article 17A(1)(a) and (b), which address the likelihood of irreparable harm and the reasonable possibility of success on the merits, also apply to preliminary orders.
2. **Assessment of Harm for Preliminary Orders:** The provision further specifies that for the purpose of Article 17A(1)(a), the assessment of harm is focused on the harm that is likely to result from either granting or not granting the preliminary order. This means that the tribunal evaluates the potential harm that the requesting party might suffer if the order is not granted, as well as the potential harm to the opposing party if the order is granted.
3. **Harmonising Criteria:** By applying the criteria from Article 17A to preliminary orders, Article 17B(3) ensures consistency in the evaluation process. This harmonisation helps

maintain fairness and predictability in the tribunal’s decisions regarding both interim measures and preliminary orders.

In summary, Article 17B(3) of the UNCITRAL Model Law establishes that the conditions defined under Article 17A apply to any preliminary order granted under Article 17B(2). The provision emphasises the importance of maintaining a consistent approach to evaluating harm and the likelihood of success on the merits, regardless of whether the request is for an interim measure or a preliminary order. This consistency contributes to the fairness and effectiveness of the arbitration process.

Article 17 C. Specific regime for preliminary orders

(1) Immediately after the arbitral tribunal has made a determination in respect of an application for a preliminary order, the arbitral tribunal shall give notice to all parties of the request for the interim measure, the application for the preliminary order, the preliminary order, if any, and all other communications, including by indicating the content of any oral communication, between any party and the arbitral tribunal in relation thereto.

Article 17C(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the procedural requirements following the arbitral tribunal’s determination in response to an application for a preliminary order. This provision mandates the arbitral tribunal to provide notice to all parties regarding various aspects of the application process and the resulting determination. Let us analyse the key elements of this article:

1. **Immediate Notice:** Article 17C(1) emphasises the timing of the notice, stating that the arbitral tribunal must give notice immediately after making a determination in response to an application for a preliminary order. This requirement ensures that parties are promptly informed about the tribunal’s decision and the related communications.
2. **Mandatory Notices:** The provision specifies several elements that must be included in the notice to the parties:
 - a. **Request for Interim Measure:** The notice must include information about the request for the interim measure itself. This ensures that parties are aware of the nature of the relief being sought by one of the parties.
 - b. **Application for Preliminary Order:** The notice should also mention the application for the preliminary order. This informs parties that a preliminary order was requested alongside the interim measure.
 - c. **Preliminary Order (If Any):** If the arbitral tribunal has granted a preliminary order, this information must be included in the notice. Parties are informed about the tribunal’s decision regarding the preliminary order and its potential impact.
 - d. **All Communications:** The notice must encompass all communications between any party and the arbitral tribunal in relation to the application for the interim measure and the preliminary order. This includes written and oral communications.
 - e. **Indication of Content:** The notice should go further to indicate the content of any oral communication between the parties and the tribunal related to the application

process. This ensures transparency and allows parties to understand the context of discussions that occurred during the process.

3. **Transparency and Communication:** Article 17C(1) underscores the importance of transparency and open communication within the arbitration process. By providing parties with comprehensive information about the application process, determination, and related communications, this provision enhances the overall fairness and integrity of the proceedings.

In summary, Article 17C(1) of the UNCITRAL Model Law requires the arbitral tribunal to provide immediate notice to all parties following a determination in response to an application for a preliminary order. The notice must include details about the request for the interim measure, the application for the preliminary order, the preliminary order (if granted), and all relevant communications between the parties and the tribunal. This provision promotes transparency and ensures that parties are well-informed about the developments and decisions within the arbitration process.

(2) At the same time, the arbitral tribunal shall give an opportunity to any party against whom a preliminary order is directed to present its case at the earliest practicable time.

Article 17C(2) of the UNCITRAL Model Law on International Commercial Arbitration outlines a procedural requirement following the issuance of a preliminary order. This provision ensures that a party against whom a preliminary order is directed has the opportunity to present its case in response to the order. Let us analyse the key elements of this article:

1. **Opportunity for Presentation:** Article 17C(2) emphasises that the arbitral tribunal must provide the party against whom a preliminary order is directed with an opportunity to present its case. This means that the party has the right to respond to the order and the reasoning behind it.
2. **Earliest Practicable Time:** The provision specifies that the opportunity for the responding party to present its case should be given at the earliest practicable time. This indicates that the tribunal should allow the party to present its arguments and reasons for disagreeing with the preliminary order as soon as possible.
3. **Balance of Fairness:** Article 17C(2) reflects the principle of fairness in the arbitration process. It ensures that both parties have the chance to be heard and to contribute their perspectives, even when a preliminary order has been granted against one of them.
4. **Timeliness and Efficiency:** While providing an opportunity for the responding party to present its case, the provision also highlights the importance of efficiency. The phrase “earliest practicable time” suggests that the tribunal should balance the need to allow the party to respond promptly with the need to proceed efficiently with the arbitration process.

In summary, Article 17C(2) of the UNCITRAL Model Law mandates that the arbitral tribunal, while issuing a preliminary order, must simultaneously provide the party against whom the order is directed with an opportunity to present its case. This procedural requirement ensures fairness, transparency, and a balanced approach in the arbitration process. It reflects the principle of allowing both parties to

be heard and contribute their arguments, even in situations where a preliminary order has been issued.

(3) The arbitral tribunal shall decide promptly on any objection to the preliminary order.

Article 17C(3) of the UNCITRAL Model Law on International Commercial Arbitration addresses the timing of decisions on objections to a preliminary order issued by the arbitral tribunal. This provision emphasises the importance of prompt resolution of objections to maintain the efficiency and effectiveness of the arbitration process. Let us analyse the key elements of this article:

1. **Prompt Decision:** Article 17C(3) mandates the arbitral tribunal to decide promptly on any objection raised against the preliminary order. This requirement underscores the need for expeditious handling of objections to ensure that the arbitration process continues smoothly.
2. **Efficiency and Progress:** The provision aligns with the principle of conducting arbitration proceedings in a timely manner. A prompt decision on objections helps prevent unnecessary delays and ensures that the parties can move forward with the arbitration process without unnecessary disruptions.
3. **Maintaining Momentum:** By addressing objections swiftly, the arbitral tribunal helps maintain the momentum of the proceedings. Delays in resolving objections could hinder the progress of the arbitration, impacting both parties and potentially causing inefficiencies.
4. **Fairness and Due Process:** While the emphasis is on promptness, the provision also recognises the importance of maintaining fairness and due process. The requirement for a prompt decision does not compromise the parties' right to present their arguments and for those arguments to be thoroughly considered.

In summary, Article 17C(3) of the UNCITRAL Model Law highlights the obligation of the arbitral tribunal to decide objections to a preliminary order promptly. This provision ensures that any issues arising from objections are resolved in an efficient manner, allowing the arbitration process to continue smoothly while upholding the principles of fairness and due process.

(4) A preliminary order shall expire after twenty days from the date on which it was issued by the arbitral tribunal. However, the arbitral tribunal may issue an interim measure adopting or modifying the preliminary order, after the party against whom the preliminary order is directed has been given notice and an opportunity to present its case.

Article 17C(4) of the UNCITRAL Model Law on International Commercial Arbitration addresses the duration and potential modification of a preliminary order issued by the arbitral tribunal. This provision sets a specific timeframe for the expiration of a preliminary order and outlines the procedure for issuing an interim measure based on or modifying the preliminary order. Let us analyse the key elements of this article:

1. **Expiration of Preliminary Order:** Article 17C(4) establishes that a preliminary order issued by the arbitral tribunal shall expire after twenty days from the date on which it was issued. This predetermined duration ensures that the effects of the preliminary order are not indefinite and aligns with the need to maintain the temporary nature of interim measures.
2. **Extension through Interim Measure:** The provision provides an option for the arbitral tribunal to extend the effects of a preliminary order beyond the initial twenty days through the issuance of an interim measure. This interim measure can either adopt or modify the preliminary order.
3. **Notice and Opportunity to Present Case:** The arbitral tribunal is required to provide notice to the party against whom the preliminary order is directed. This allows the party to be aware of the tribunal's intention to issue an interim measure based on or modifying the preliminary order. Additionally, the party is granted an opportunity to present its case before the tribunal proceeds with the interim measure.
4. **Balancing Interests:** By allowing the issuance of an interim measure to extend the effects of the preliminary order, Article 17C(4) balances the need for efficiency with fairness. The provision ensures that the opposing party has a chance to respond and present its case before the tribunal makes any further decisions.

In summary, Article 17C(4) of the UNCITRAL Model Law establishes that a preliminary order issued by the arbitral tribunal expires after twenty days. However, the tribunal has the authority to extend the effects of the preliminary order through the issuance of an interim measure that adopts or modifies the order. This provision upholds the principles of fairness, efficiency, and transparency within the arbitration process, while also recognising the temporary nature of preliminary orders and interim measures.

(5) A preliminary order shall be binding on the parties but shall not be subject to enforcement by a court. Such a preliminary order does not constitute an award.

Article 17C(5) of the UNCITRAL Model Law on International Commercial Arbitration addresses the legal status and effects of a preliminary order issued by the arbitral tribunal. This provision clarifies the nature of a preliminary order, its binding effect on the parties, and its relationship to court enforcement and awards. Let us analyse the key elements of this article:

1. **Binding on Parties:** Article 17C(5) specifies that a preliminary order issued by the arbitral tribunal is binding on the parties involved in the arbitration proceedings. This means that the parties are legally obligated to comply with the terms and conditions outlined in the preliminary order.
2. **No Court Enforcement:** The provision emphasises that a preliminary order is not subject to enforcement by a court. This indicates that the tribunal's order does not carry the same level of enforceability as an arbitral award or a court judgment. Parties are expected to voluntarily adhere to the preliminary order's terms.
3. **Not an Award:** Article 17C(5) explicitly states that a preliminary order does not constitute an award. This distinction is crucial, as awards are final decisions that resolve the

underlying dispute, while preliminary orders address interim measures to ensure the arbitration process's integrity and fairness.

4. **Interim Nature:** The provision underscores the interim nature of preliminary orders. They are designed to address immediate needs during the course of the arbitration and are not intended to be the final resolution of the dispute.
5. **Balancing Flexibility and Legitimacy:** By recognising the binding effect of a preliminary order on the parties while also clarifying that it is not subject to court enforcement and is not an award, Article 17C(5) strikes a balance between providing parties with a tool for interim relief and maintaining the established arbitration process's legitimacy.

In summary, Article 17C(5) of the UNCITRAL Model Law clarifies that a preliminary order issued by the arbitral tribunal is binding on the parties but is not subject to enforcement by a court. This provision highlights the interim nature of preliminary orders and distinguishes them from final awards. It emphasises the importance of voluntary compliance by the parties while maintaining the procedural integrity of the arbitration process.

Section 3. Provisions applicable to interim measures and preliminary orders

Article 17 D. Modification, suspension, termination

The arbitral tribunal may modify, suspend or terminate an interim measure or a preliminary order it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.

Article 17D of the UNCITRAL Model Law on International Commercial Arbitration addresses the arbitral tribunal's authority to modify, suspend, or terminate interim measures or preliminary orders it has previously granted. This provision outlines the circumstances under which such modifications, suspensions, or terminations can occur and who can initiate these actions. Let us analyse the key elements of this article:

1. **Modification, Suspension, and Termination:** Article 17D grants the arbitral tribunal the power to undertake three distinct actions: modification, suspension, or termination of previously granted interim measures or preliminary orders. This authority allows the tribunal to adapt its decisions based on changing circumstances or new developments during the course of the arbitration proceedings.
2. **Application by Party:** The provision states that any party involved in the arbitration proceedings has the right to apply for the modification, suspension, or termination of an interim measure or preliminary order. This emphasises the role of parties in seeking adjustments to the relief granted by the tribunal.
3. **Exceptional Circumstances and Tribunal Initiative:** Article 17D introduces the concept of "exceptional circumstances" under which the tribunal can initiate the modification, suspension, or termination of an interim measure or preliminary order on its own initiative. The tribunal must provide prior notice to the parties before taking such actions. This provision acknowledges that unforeseen events or developments may arise that require prompt attention by the tribunal.

4. **Balancing Flexibility and Fairness:** The provision strikes a balance between allowing parties to request changes to interim measures or preliminary orders based on new information or circumstances and enabling the tribunal to intervene when exceptional circumstances warrant immediate action.
5. **Maintaining the Arbitration Process's Integrity:** By permitting the tribunal to modify, suspend, or terminate its own decisions, Article 17D supports the tribunal's ability to ensure the ongoing fairness and effectiveness of the arbitration process. It also reflects the dynamic nature of arbitration proceedings.

In summary, Article 17D of the UNCITRAL Model Law grants the arbitral tribunal the authority to modify, suspend, or terminate interim measures or preliminary orders it has previously granted. This authority can be exercised upon application by any party or, in exceptional circumstances, on the tribunal's own initiative with prior notice to the parties. This provision aligns with the principle of adaptability and flexibility within the arbitration process while maintaining the tribunal's role in ensuring procedural fairness and effectiveness.

Article 17 E. Provision of security

(1) The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

Article 17E(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the arbitral tribunal's authority to request security from a party seeking an interim measure. This provision allows the tribunal to ensure that the requesting party provides a form of assurance or guarantee that reflects the potential consequences of the interim measure being granted. Let us analyse the key elements of this article:

1. **Security Requirement:** Article 17E(1) empowers the arbitral tribunal to require the party seeking an interim measure to provide "appropriate security" in connection with the requested measure. Security in this context refers to some form of assurance or collateral that may be required from the requesting party.
2. **Nature of Security:** The provision does not specify the exact nature of the security that may be required. The term "appropriate security" suggests that the tribunal has discretion to determine the form and value of the security based on the circumstances of the case and the potential impact of the interim measure.
3. **Balancing Interests:** Article 17E(1) seeks to strike a balance between providing parties with the means to seek interim relief when necessary and ensuring that such requests are not made without a certain level of responsibility. Requiring security can discourage parties from seeking frivolous or unnecessary interim measures that could potentially cause harm to the other party.
4. **Mitigating Potential Harm:** The provision serves as a mechanism to mitigate the potential harm or disruption caused to the opposing party if the requested interim measure is granted. By requesting security, the tribunal can help safeguard against undue prejudice or unjust consequences to the opposing party.

5. Protection of Integrity: Article 17E(1) contributes to the integrity of the arbitration process by encouraging responsible and well-considered requests for interim measures. It reflects the principle of fairness and ensures that interim measures are not granted without reasonable assurance that the requesting party will fulfil its obligations.

In summary, Article 17E(1) of the UNCITRAL Model Law gives the arbitral tribunal the authority to require a party seeking an interim measure to provide appropriate security in connection with the requested measure. This provision aims to balance the interests of both parties, ensuring that the requesting party bears a level of responsibility and providing a safeguard against unjust harm or consequences resulting from interim measures.

(2) The arbitral tribunal shall require the party applying for a preliminary order to provide security in connection with the order unless the arbitral tribunal considers it inappropriate or unnecessary to do so.

Article 17E(2) of the UNCITRAL Model Law on International Commercial Arbitration addresses the arbitral tribunal's obligation to require security from a party seeking a preliminary order. This provision outlines the default requirement for a party applying for a preliminary order to provide security and provides exceptions when the tribunal may consider such security inappropriate or unnecessary. Let us analyse the key elements of this article:

1. Mandatory Requirement: Article 17E(2) states that the arbitral tribunal shall require the party applying for a preliminary order to provide security in connection with the order. This emphasises the importance of providing some form of assurance or guarantee from the requesting party.
2. Default Rule: The provision establishes a default rule that security should be required from the party seeking a preliminary order. This is in line with the principle of fairness and balance within the arbitration process, ensuring that the requesting party bears a certain level of responsibility for the potential consequences of the preliminary order.
3. Exceptional Situations: However, the provision introduces flexibility by allowing the arbitral tribunal to exercise discretion when considering the requirement for security. The tribunal may deem security "inappropriate or unnecessary" based on the specific circumstances of the case.
4. Judgment of the Tribunal: The decision regarding whether to require security ultimately lies with the arbitral tribunal. This judgment takes into account the nature of the preliminary order sought, the potential impact on the opposing party, and the overall context of the dispute.
5. Balancing Interests: Article 17E(2) strikes a balance between safeguarding the interests of the requesting party and protecting the opposing party from any undue harm resulting from the preliminary order. It ensures that security is provided when appropriate, while allowing the tribunal to exercise its discretion in exceptional cases.

In summary, Article 17E(2) of the UNCITRAL Model Law mandates that the arbitral tribunal shall generally require the party applying for a preliminary order to provide security in connection with the order. This provision underscores the principle of responsibility and fairness within the arbitration

process. However, the tribunal has the authority to deviate from this requirement if it deems security inappropriate or unnecessary based on the specific circumstances of the case. This flexibility allows the tribunal to consider the unique factors involved and make a judgment that balances the interests of both parties.

Article 17 F. Disclosure

(1) The arbitral tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the measure was requested or granted.

Article 17F(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the arbitral tribunal's authority to request parties to disclose material changes in circumstances that relate to the interim measure that was requested or granted. This provision emphasises transparency and fairness by ensuring that parties keep the tribunal informed of significant changes that could affect the appropriateness or necessity of the interim measure. Let us analyse the key elements of this article:

1. **Disclosure Requirement:** Article 17F(1) empowers the arbitral tribunal to require any party to promptly disclose any "material change in the circumstances" on the basis of which the interim measure was requested or granted. This requirement underscores the importance of maintaining transparency throughout the arbitration process.
2. **Material Change in Circumstances:** The provision focuses on changes in circumstances that are significant and have the potential to impact the relevance or necessity of the interim measure. These changes could include developments that affect the parties' positions, the nature of the dispute, or the practical effects of the measure.
3. **Prompt Disclosure:** The provision underscores the need for prompt disclosure of material changes. This requirement ensures that parties promptly inform the tribunal about any developments that could influence the ongoing consideration of the interim measure.
4. **Fairness and Flexibility:** Article 17F(1) aligns with the principle of fairness by allowing the arbitral tribunal to consider updated information when evaluating the continued appropriateness of the interim measure. It also reflects the dynamic nature of disputes and the need for arbitration proceedings to adapt to changing circumstances.
5. **Preserving the Arbitration Process's Integrity:** By enabling the tribunal to request prompt disclosure of material changes, Article 17F(1) contributes to maintaining the integrity of the arbitration process. It ensures that interim measures remain relevant and appropriate in light of evolving circumstances, benefiting both parties by promoting a balanced and just arbitration process.

In summary, Article 17F(1) of the UNCITRAL Model Law grants the arbitral tribunal the authority to require parties to promptly disclose any material change in the circumstances on the basis of which an interim measure was requested or granted. This provision enhances transparency, supports fairness, and enables the tribunal to consider updated information when evaluating the continued appropriateness of the interim measure. It reflects the principle of adaptability within the arbitration process and ensures that interim measures remain effective and relevant throughout the proceedings.

- (2) **The party applying for a preliminary order shall disclose to the arbitral tribunal all circumstances that are likely to be relevant to the arbitral tribunal’s determination whether to grant or maintain the order, and such obligation shall continue until the party against whom the order has been requested has had an opportunity to present its case. Thereafter, paragraph (1) of this article shall apply.**

Article 17F(2) of the UNCITRAL Model Law on International Commercial Arbitration addresses the disclosure obligations of the party applying for a preliminary order. This provision emphasises the importance of transparency and full disclosure throughout the process of seeking and maintaining a preliminary order. It specifies the scope and duration of the disclosure obligations. Let us analyse the key elements of this article:

1. **Disclosure Obligations:** Article 17F(2) states that the party applying for a preliminary order has an obligation to disclose “all circumstances that are likely to be relevant” to the arbitral tribunal’s determination whether to grant or maintain the order. This requirement underscores the importance of providing complete and accurate information to the tribunal.
2. **Scope of Relevance:** The disclosure obligation extends to circumstances that are likely to influence the tribunal’s decision on whether the preliminary order should be granted or continued. This includes factors that impact the necessity, appropriateness, or validity of the preliminary order.
3. **Continuation of Obligation:** The disclosure obligation continues until the party against whom the preliminary order has been requested has an opportunity to present its case. This emphasises that the obligation to disclose relevant information persists throughout the proceedings until both parties have had the chance to present their arguments.
4. **Transition to Paragraph (1):** After the opposing party has presented its case, Article 17F(2) specifies that the disclosure obligations transition to those outlined in Article 17F(1). This means that the party applying for the preliminary order must promptly disclose any material changes in the circumstances on the basis of which the order was requested or granted.
5. **Transparency and Fairness:** Article 17F(2) contributes to the transparency and fairness of the arbitration process by ensuring that the party seeking a preliminary order provides complete and relevant information to the tribunal. This allows the tribunal to make well-informed decisions that consider all pertinent factors.

In summary, Article 17F(2) of the UNCITRAL Model Law mandates that the party applying for a preliminary order must disclose all circumstances likely to be relevant to the tribunal’s decision to grant or maintain the order. This obligation continues until the opposing party has presented its case. Afterward, the disclosure obligation shifts to the requirements outlined in Article 17F(1), ensuring transparency and fairness throughout the arbitration proceedings.

Article 17 G. Costs and damages

The party requesting an interim measure or applying for a preliminary order shall be liable for any costs and damages caused by the measure or the order to any party if the arbitral tribunal

later determines that, in the circumstances, the measure or the order should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.

Article 17G of the UNCITRAL Model Law on International Commercial Arbitration deals with the liability of the party requesting an interim measure or applying for a preliminary order in cases where the arbitral tribunal later determines that the measure or order should not have been granted. This provision addresses the potential consequences and costs associated with seeking and obtaining interim measures. Let us analyse the key elements of this article:

1. **Liability for Costs and Damages:** Article 17G establishes that the party requesting an interim measure or applying for a preliminary order is liable for any costs and damages caused by the measure or order if the arbitral tribunal subsequently determines that, in the given circumstances, the measure or order should not have been granted.
2. **Purpose of the Provision:** The provision aims to balance the interests of parties seeking interim measures and the potential adverse effects on the opposing party. It encourages parties to carefully assess the necessity and appropriateness of seeking such measures and underscores the need for responsible and well-grounded requests.
3. **Determining Inappropriateness:** The provision introduces a standard of appropriateness for granting interim measures or preliminary orders. If the tribunal concludes that the measure or order should not have been granted based on the circumstances, the requesting party becomes liable for the consequences.
4. **Costs and Damages:** Liability extends to both costs and damages that result from the granted measure or order. This encompasses not only the financial burden but also any adverse effects suffered by the opposing party due to the measures.
5. **Timing of Award:** The provision empowers the arbitral tribunal to award such costs and damages at any point during the proceedings. This flexibility allows the tribunal to consider the evolving circumstances and assess whether the measure remains justified.
6. **Promoting Responsible Use:** Article 17G encourages parties to exercise caution and responsibility when seeking interim measures or preliminary orders. It discourages the misuse of such measures and encourages parties to seek them only when genuinely necessary.
7. **Balancing Interests:** The provision contributes to maintaining a fair and balanced arbitration process by ensuring that interim measures are used appropriately and not in a manner that unfairly disadvantages the opposing party.

In summary, Article 17G of the UNCITRAL Model Law stipulates that the party requesting an interim measure or applying for a preliminary order may be held liable for costs and damages if the arbitral tribunal later determines that the measure or order should not have been granted in the given circumstances. This provision promotes responsible and considered use of interim measures, encouraging parties to seek such measures only when justified and necessary to prevent undue harm to the opposing party.

Section 4. Recognition and enforcement of interim measures

Article 17 H. Recognition and enforcement

- (1) An interim measure issued by an arbitral tribunal shall be recognized as binding and, unless otherwise provided by the arbitral tribunal, enforced upon application to the competent court, irrespective of the country in which it was issued, subject to the provisions of article 17 I.**

Article 17H(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the recognition and enforcement of interim measures issued by an arbitral tribunal. This provision establishes the framework for the binding nature of such measures and their enforcement across different jurisdictions. Let us analyse the key elements of this article:

1. **Binding and Enforceable:** Article 17H(1) states that an interim measure issued by an arbitral tribunal is recognised as binding. This means that parties are obligated to comply with the measures as issued by the tribunal.
2. **Enforcement:** The provision also outlines that the interim measure can be enforced upon application to the competent court. This means that if a party seeks to ensure compliance with the interim measure, they can apply to a court for enforcement. This enforcement can take place regardless of the country in which the interim measure was issued.
3. **Cross-Border Applicability:** The provision explicitly emphasizes that the recognition and enforcement of interim measures apply irrespective of the country in which the measure was issued. This reflects the intention to ensure that parties can seek and enforce interim measures across different jurisdictions.
4. **Subject to Article 17I:** The provision is subject to the provisions of Article 17I, suggesting that the enforcement of interim measures should be carried out in accordance with the rules and conditions set forth in that article.
5. **Uniformity and Efficiency:** Article 17H(1) contributes to the uniformity and efficiency of the arbitration process by providing a clear framework for recognising and enforcing interim measures. It facilitates parties' ability to ensure compliance with such measures, even when they are issued by tribunals in different countries.
6. **Strengthening Arbitral Authority:** By establishing the binding nature and enforceability of interim measures issued by arbitral tribunals, the provision enhances the authority of the tribunal and encourages parties to respect and comply with tribunal-issued measures.

In summary, Article 17H(1) of the UNCITRAL Model Law emphasizes that an interim measure issued by an arbitral tribunal is binding and can be enforced by application to the competent court, regardless of the jurisdiction in which it was issued. This provision supports the cross-border applicability and enforcement of interim measures and strengthens the effectiveness of arbitral tribunal decisions.

- (2) The party who is seeking or has obtained recognition or enforcement of an interim measure shall promptly inform the court of any termination, suspension or modification of that interim measure.**

Article 17H(2) of the UNCITRAL Model Law on International Commercial Arbitration addresses the obligation of a party seeking or obtaining recognition or enforcement of an interim measure to inform the court about any changes to that measure. This provision aims to ensure transparency and accountability in the enforcement process. Let us analyse the key elements of this article:

1. **Obligation to Inform:** Article 17H(2) stipulates that the party seeking or having obtained recognition or enforcement of an interim measure has a duty to promptly inform the court about any changes to that measure. This includes changes such as termination, suspension, or modification of the interim measure.
2. **Transparency and Accountability:** The provision underscores the importance of maintaining transparency and accountability in the enforcement process. By requiring parties to promptly inform the court about changes to the interim measure, the provision prevents the continuation of enforcement efforts that are no longer relevant or appropriate.
3. **Consistency and Accuracy:** The provision contributes to maintaining consistency and accuracy in the enforcement process. Courts can make informed decisions based on up-to-date information about the status of interim measures, ensuring that their actions align with the current situation.
4. **Efficiency of Judicial Process:** Requiring parties to inform the court of any changes to interim measures enhances the efficiency of the judicial process. Courts can respond promptly to updates, preventing unnecessary enforcement efforts in cases where measures have been terminated, suspended, or modified.
5. **Protection of Rights:** The provision serves to protect the rights of all parties involved by preventing the unnecessary continuation of enforcement efforts for measures that are no longer in force or have been modified. This helps to avoid potential harm to parties' interests.
6. **Cooperation and Good Faith:** The provision encourages parties to act in good faith and cooperate with the court by providing accurate and timely information about changes to interim measures. This supports the overall fairness of the arbitration process.

In summary, Article 17H(2) of the UNCITRAL Model Law establishes the obligation of the party seeking or obtaining recognition or enforcement of an interim measure to promptly inform the court about any termination, suspension, or modification of that measure. This provision ensures transparency, accountability, and efficiency in the enforcement process while protecting the rights and interests of all parties involved.

- (3) The court of the State where recognition or enforcement is sought may, if it considers it proper, order the requesting party to provide appropriate security if the arbitral tribunal has**

not already made a determination with respect to security or where such a decision is necessary to protect the rights of third parties.

Article 17H(3) of the UNCITRAL Model Law on International Commercial Arbitration addresses the authority of the court to order the requesting party to provide appropriate security when seeking recognition or enforcement of an interim measure. This provision aims to balance the interests of the parties involved and protect the rights of third parties. Let us analyse the key elements of this article:

1. **Discretion of the Court:** Article 17H(3) grants the court of the State where recognition or enforcement is sought the discretion to order the requesting party to provide appropriate security. This decision is based on the court's assessment of the situation and whether it considers such an order to be proper.
2. **Proper Circumstances:** The provision emphasizes that the court's decision to order security is contingent upon it being deemed "proper." This ensures that the court's decision aligns with the specific circumstances of the case and the need to protect the interests of all parties involved.
3. **Determination by Arbitral Tribunal:** The provision suggests that the court's authority to order security arises when the arbitral tribunal has not already made a determination regarding security. If the tribunal has not addressed this matter, or if the court believes a further decision is necessary, the court can step in to ensure that appropriate security is in place.
4. **Protection of Third Parties:** The provision highlights that the court may order security to protect the rights of third parties. This acknowledges that the enforcement of an interim measure could potentially affect parties who are not directly involved in the arbitration but have interests related to the dispute.
5. **Balancing Interests:** Article 17H(3) reflects the need to strike a balance between the requesting party's interests in seeking enforcement and the potential impact on other parties' rights. The court's discretion ensures that security is ordered when it is reasonable and necessary to address potential risks.
6. **Ensuring Compliance:** Ordering security can provide assurance that the requesting party will meet its obligations and respond to any adverse consequences resulting from the interim measure. This helps maintain the integrity of the enforcement process.

In summary, Article 17H(3) of the UNCITRAL Model Law empowers the court of the State where recognition or enforcement is sought to order the requesting party to provide appropriate security when the arbitral tribunal has not determined security or when it is necessary to protect the rights of third parties. This provision reflects the court's discretion to ensure that the enforcement process is fair and balanced, taking into account the interests of all parties involved.

Article 17 I. Grounds for refusing recognition or enforcement⁴

(1) Recognition or enforcement of an interim measure may be refused only:

- (a) At the request of the party against whom it is invoked if the court is satisfied that:**
 - (i) Such refusal is warranted on the grounds set forth in article 36(1)(a)(i), (ii), (iii) or (iv); or**
 - (ii) The arbitral tribunal's decision with respect to the provision of security in connection with the interim measure issued by the arbitral tribunal has not been complied with; or**
 - (iii) The interim measure has been terminated or suspended by the arbitral tribunal or, where so empowered, by the court of the State in which the arbitration takes place or under the law of which that interim measure was granted; or**
- (b) If the court finds that:**
 - (i) The interim measure is incompatible with the powers conferred upon the court unless the court decides to reformulate the interim measure to the extent necessary to adapt it to its own powers and procedures for the purposes of enforcing that interim measure and without modifying its substance; or**
 - (ii) Any of the grounds set forth in article 36(1)(b)(i) or (ii), apply to the recognition and enforcement of the interim measure.**

Article 17(1) of the UNCITRAL Model Law on International Commercial Arbitration outlines the circumstances under which recognition or enforcement of an interim measure may be refused. This provision sets out specific grounds on which a court may decline to recognise or enforce an interim measure, balancing the interests of the parties involved and ensuring the proper functioning of the arbitration process. Let us analyse the key elements of this article:

1. Grounds for Refusal (a): Article 17(1)(a) outlines several grounds upon which the court may refuse the recognition or enforcement of an interim measure. These grounds include:
2. The grounds specified in Article 36(1)(a)(i), (ii), (iii), or (iv): These grounds are related to the setting aside of an arbitral award and include issues such as incapacity of a party or invalidity of the arbitration agreement.
3. Non-compliance with the arbitral tribunal's decision on providing security: If the requesting party has not complied with the tribunal's order to provide security in connection with the interim measure, recognition or enforcement may be refused.
4. Grounds for Refusal (a): The provision also addresses the situation where the interim measure has been terminated or suspended by either the arbitral tribunal or, if

⁴ The conditions set forth in article 17 I are intended to limit the number of circumstances in which the court may refuse to enforce an interim measure. It would not be contrary to the level of harmonization sought to be achieved by these model provisions if a State were to adopt fewer circumstances in which enforcement may be refused.

empowered, by the court of the arbitration’s jurisdiction or under the law of that jurisdiction. In such cases, recognition or enforcement may be denied.

5. Grounds for Refusal (b): Article 17I(1)(b) sets out additional grounds for refusal. These grounds include:
 - a. Incompatibility with the powers of the court: If the interim measure is incompatible with the court’s jurisdiction, the court may refuse recognition or enforcement unless it decides to reformulate the measure to align with its own powers and procedures while maintaining the substance of the measure.
 - b. Grounds specified in Article 36(1)(b)(i) or (ii): These grounds relate to the refusal of enforcement of arbitral awards and cover issues such as procedural irregularities and public policy violations.
6. Balancing Interests: The provision underscores the need to balance the interests of the parties involved. It allows a party against whom the interim measure is invoked to seek refusal if they can demonstrate that the measure’s enforcement would be inappropriate or unjust due to certain specific circumstances.
7. Judicial Review: Article 17I(1) ensures that courts have the authority to review the validity and appropriateness of interim measures before enforcing them. This review mechanism helps maintain the integrity of the arbitration process and safeguards against the potential misuse of interim measures.
8. Flexibility and Adaptation: The provision allows courts to reformulate an interim measure to align with their own powers and procedures while preserving its substance. This flexibility ensures that courts can enforce the measure while accommodating their own legal framework.

In summary, Article 17I(1) of the UNCITRAL Model Law establishes the grounds on which recognition or enforcement of an interim measure may be refused. It aims to ensure that interim measures are enforced in a manner consistent with the interests of the parties, the integrity of the arbitration process, and the court’s jurisdiction and powers. The provision strikes a balance between the need for enforcement and the potential reasons for refusal.

(2) Any determination made by the court on any ground in paragraph (1) of this article shall be effective only for the purposes of the application to recognize and enforce the interim measure. The court where recognition or enforcement is sought shall not, in making that determination, undertake a review of the substance of the interim measure.

Article 17I(2) of the UNCITRAL Model Law on International Commercial Arbitration addresses the scope and effect of the court’s determination when considering grounds for refusal of recognition or enforcement of an interim measure. This provision emphasises the limited nature of the court’s review and the specific purpose of its determination. Let us analyse the key elements of this article:

1. Limited Scope of Determination: Article 17I(2) clarifies that any determination made by the court regarding the grounds for refusal listed in Article 17I(1) serves only the purpose of the application to recognise and enforce the interim measure. This provision restricts

the court's review to the specific issue of whether the grounds for refusal apply to the recognition or enforcement of the interim measure.

2. **No Review of Substance:** The provision explicitly states that the court should not undertake a review of the substance of the interim measure when making its determination. This underscores the principle that the court's role is not to re-evaluate the merits of the interim measure itself, but rather to assess whether the specified grounds for refusal under Article 17I(1) are present.
3. **Focusing on Legal Aspects:** Article 17I(2) reinforces the legal nature of the court's determination. It ensures that the court's decision is centered on the legal criteria set out in Article 17I(1), rather than delving into the underlying facts or reasoning behind the interim measure.
4. **Preservation of Arbitration's Autonomy:** By limiting the scope of the court's review to the grounds for refusal and excluding a review of the substance of the interim measure, this provision respects the autonomy and independence of the arbitration process. It prevents the court from second-guessing or interfering with the arbitrators' decisions on the merits.
5. **Efficient Enforcement Process:** The provision contributes to an efficient and streamlined enforcement process by focusing the court's attention on specific legal issues. This approach prevents undue delays caused by unnecessary re-examination of the interim measure's merits.

In summary, Article 17I(2) of the UNCITRAL Model Law ensures that any determination made by the court regarding the grounds for refusal of recognition or enforcement of an interim measure is limited to the purpose of the application for recognition and enforcement. The provision prevents the court from reviewing the substance of the interim measure, preserving the autonomy of the arbitration process and facilitating an efficient enforcement procedure.

Section 5. Court-ordered interim measures

Article 17 J. Court-ordered interim measures

A court shall have the same power of issuing an interim measure in relation to arbitration proceedings, irrespective of whether their place is in the territory of this State, as it has in relation to proceedings in courts. The court shall exercise such power in accordance with its own procedures in consideration of the specific features of international arbitration.

Article 17J of the UNCITRAL Model Law on International Commercial Arbitration addresses the power of a court to issue interim measures in relation to arbitration proceedings, regardless of whether the arbitration takes place within the territory of that state. Let us analyse the key elements of this article:

1. **Equal Power as in Court Proceedings:** Article 17J establishes that a court possesses the same authority to issue interim measures in relation to arbitration proceedings as it does for proceedings in traditional courts. This principle reinforces the idea that interim measures in arbitration should be treated with a level of authority and enforcement comparable to court-issued interim measures.

2. **Application to International Arbitration:** The provision acknowledges that this power of the court applies to international arbitration. This means that the court's authority extends not only to domestic arbitrations but also to arbitrations where the place of arbitration is in a different state.
3. **Flexibility in Procedure:** Article 17J underscores that the court must exercise its power to issue interim measures in accordance with its own procedural rules. This acknowledges the diverse legal systems and procedural norms across different countries' legal systems.
4. **Consideration of Arbitration's Specific Features:** The article recognises the unique nature of international arbitration by requiring the court to exercise its power in consideration of the specific features of international arbitration. This consideration acknowledges that arbitration has distinct characteristics, such as party autonomy, confidentiality, and neutrality, which may differ from those of court proceedings.
5. **Balancing Flexibility and Fairness:** By allowing courts to issue interim measures and adapt their procedures to the unique aspects of international arbitration, Article 17J aims to balance the need for flexibility and efficiency in enforcing interim measures with the requirement to ensure fairness and due process for all parties involved.
6. **Supporting Effective Arbitration:** The provision contributes to the effectiveness of arbitration proceedings by enabling parties to seek and obtain interim measures from a court, irrespective of the jurisdiction in which the arbitration is seated. This can be particularly important for preserving the status quo, preventing harm, and ensuring the effectiveness of the arbitration process.

In summary, Article 17J of the UNCITRAL Model Law grants courts the power to issue interim measures in relation to arbitration proceedings, regardless of whether the arbitration's place is within the state's territory. The provision emphasises the court's flexibility to apply its own procedures while considering the distinct features of international arbitration. This approach seeks to strike a balance between efficient enforcement and the unique characteristics of arbitration.

CHAPTER V. CONDUCT OF ARBITRAL PROCEEDINGS

Article 18. Equal treatment of parties

The parties shall be treated with equality and each party shall be given a full opportunity of presenting his case.

Article 18 of the UNCITRAL Model Law on International Commercial Arbitration emphasizes the principles of equality and the right to a fair hearing for all parties involved in arbitration. Let us analyse the key elements of this article:

1. **Equality of Treatment:** Article 18 underscores the principle that all parties to the arbitration must be treated with equality. This means that no party should be unfairly favoured or disadvantaged in the arbitration process. The article aims to ensure that each party has an equal opportunity to present its case and arguments.
2. **Full Opportunity to Present Case:** The provision guarantees each party the right to a full opportunity to present its case. This right encompasses the ability to submit evidence, arguments, and pleadings, as well as to participate in hearings and proceedings. It underscores the fundamental principle of due process in arbitration.
3. **Avoidance of Bias:** By requiring equal treatment, Article 18 helps prevent bias or discrimination in the arbitration process. This ensures that the arbitral tribunal and any other involved parties, such as arbitrators and institutions, approach the proceedings impartially and without any preconceived notions or biases.
4. **Fairness and Due Process:** The article aligns with the broader concept of fairness and due process in arbitration. Parties should have a genuine opportunity to present their positions, cross-examine witnesses, and respond to arguments made by the opposing party. This promotes a balanced and transparent process.
5. **Enhancing Arbitral Integrity:** By upholding the principle of equality and affording each party the opportunity to present its case fully, Article 18 contributes to the integrity and legitimacy of the arbitral process. This helps ensure that the resulting awards are based on a thorough and unbiased consideration of the parties' arguments.
6. **Harmonisation with International Standards:** The principle of equality and the right to a full opportunity to present a case align with internationally recognised standards of due process and fairness in dispute resolution. This makes Article 18 consistent with best practices in arbitration.

In summary, Article 18 of the UNCITRAL Model Law underscores the importance of equality among parties and the right to present a full case in international commercial arbitration. This provision promotes fairness, due process, and the integrity of the arbitration process by ensuring that all parties have equal footing and an adequate opportunity to be heard.

Article 19. Determination of rules of procedure

(1) Subject to the provisions of this Law, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings.

1. Article 19(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the procedural flexibility that parties enjoy in conducting arbitral proceedings. Let us analyse the key elements of this article:
2. **Party Autonomy:** Article 19(1) underscores the principle of party autonomy in international arbitration. It recognises the parties' freedom to shape the procedural aspects of their arbitration. This provision reflects the notion that arbitration allows parties to design a process tailored to their specific needs and preferences.
3. **Procedure Agreement:** The article allows the parties to agree on the procedure to be followed by the arbitral tribunal. This includes various aspects of the arbitral proceedings, such as the timetable, presentation of evidence, witness examination, and submission of briefs. Parties can adapt the procedure to their particular circumstances.
4. **Flexibility and Efficiency:** By enabling parties to agree on the procedure, Article 19(1) promotes flexibility and efficiency in the arbitration process. Parties can tailor the proceedings to suit the complexity of the dispute, the desired speed of resolution, and their own preferences for presenting their case.
5. **Clarification of Arbitral Process:** The provision clarifies that the parties' agreed-upon procedure should be in line with the rest of the UNCITRAL Model Law and any other applicable laws or rules. This ensures that while parties have autonomy over procedure, they must still adhere to fundamental principles of arbitration.
6. **Limitations:** It is important to note that while parties have significant freedom to shape the procedure, this autonomy is not absolute. Any agreed-upon procedure must respect the essential elements of due process, ensure a fair hearing, and not be contrary to public policy or mandatory legal provisions.
7. **Customised Dispute Resolution:** Article 19(1) recognises that each dispute is unique, and the parties' ability to craft a bespoke procedure allows for a more tailored and effective resolution process. This can be particularly beneficial in complex or industry-specific disputes.

In summary, Article 19(1) of the UNCITRAL Model Law emphasises the principle of party autonomy by granting parties the freedom to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings. This provision promotes flexibility, efficiency, and the ability to tailor the arbitration process to the specific needs and preferences of the parties involved.

(2) Failing such agreement, the arbitral tribunal may, subject to the provisions of this Law, conduct the arbitration in such manner as it considers appropriate. The power conferred upon

the arbitral tribunal includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

Article 19(2) of the UNCITRAL Model Law on International Commercial Arbitration addresses the situation when parties do not reach an agreement on the procedural aspects of the arbitration. Let us analyse the key points of this article:

1. **Default Procedure:** When the parties do not have a prior agreement on the procedure to be followed in the arbitration, Article 19(2) empowers the arbitral tribunal to determine the procedural framework. This provision ensures that even in the absence of a specific agreement, the arbitral proceedings can still proceed effectively.
2. **Tribunal Discretion:** The article grants the arbitral tribunal broad discretion to determine the appropriate conduct of the arbitration. This discretion includes decisions related to the timetable, hearing procedures, document exchange, presentation of evidence, and other procedural matters.
3. **Balancing Efficiency and Fairness:** By providing the arbitral tribunal with the authority to decide on the procedure, the article aims to strike a balance between efficiency and fairness. The tribunal can tailor the process to the specifics of the case, ensuring that both parties are provided with a fair opportunity to present their case.
4. **Determining Evidence:** The article explicitly states that the arbitral tribunal has the power to decide on matters related to evidence. This includes determining the admissibility, relevance, materiality, and weight of any evidence presented by the parties. This grants the tribunal the authority to assess the quality and significance of the evidence before making its decisions.
5. **Adherence to Legal Principles:** While the arbitral tribunal has discretion, Article 19(2) clarifies that its powers are subject to the provisions of the UNCITRAL Model Law and any other applicable laws or rules. This ensures that the tribunal's decisions and actions remain within the framework of established legal principles.
6. **Impartiality and Fairness:** Although the tribunal has discretion, it is important to note that its exercise of power must be consistent with the principles of impartiality, fairness, and due process. Decisions should be made based on a careful assessment of the circumstances and the interests of both parties.
7. **Tailored Proceedings:** This provision enables the arbitral tribunal to adapt the proceedings to the specific needs of the dispute. For instance, in complex cases, the tribunal might choose a more structured and formal approach, while in simpler cases, a more streamlined procedure might be appropriate.

In summary, Article 19(2) of the UNCITRAL Model Law grants the arbitral tribunal the authority to determine the procedure when parties fail to reach an agreement on it. This provision reflects the tribunal's discretion in conducting the arbitration, including deciding on evidence matters, while adhering to the principles of fairness, impartiality, and the applicable legal framework.

Article 20. Place of arbitration

- (1) The parties are free to agree on the place of arbitration. Failing such agreement, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case, including the convenience of the parties.**

Article 20(1) of the UNCITRAL Model Law on International Commercial Arbitration addresses the issue of determining the place of arbitration. Let us analyse the key aspects of this article:

1. **Party Autonomy:** The article underscores the principle of party autonomy in international arbitration. It affirms that the parties have the freedom to agree on the place of arbitration. This means that the parties can determine the physical location where the arbitration proceedings will take place, often referred to as the “seat” of arbitration.
2. **Default Provision:** If the parties do not reach an agreement on the place of arbitration, Article 20(1) provides a default provision. The arbitral tribunal is tasked with determining the place of arbitration based on the circumstances of the case.
3. **Arbitral Tribunal’s Role:** The arbitral tribunal’s role in determining the place of arbitration highlights the tribunal’s responsibility in managing the arbitration process. The tribunal must consider relevant factors, such as the convenience of the parties, when making its decision.
4. **Convenience of the Parties:** The article explicitly mentions that the arbitral tribunal should consider the convenience of the parties when determining the place of arbitration. This factor acknowledges that practical considerations, such as travel and accessibility, can impact the overall efficiency and fairness of the arbitration proceedings.
5. **Flexibility and Adaptability:** By allowing the arbitral tribunal to consider the circumstances of the case, including the convenience of the parties, the article promotes flexibility in the arbitration process. This flexibility is important given the diversity of cases and the global nature of international commercial disputes.
6. **Relevance of the Seat:** The place of arbitration, often referred to as the seat, carries legal significance. It determines the legal framework that governs the arbitration, including the procedural and substantive laws applicable to the arbitration process.
7. **Impartial Decision-Making:** The arbitral tribunal’s determination of the place of arbitration should be impartial and objective. The tribunal should ensure that its decision is not influenced by any bias or undue pressure from either party.
8. **International Best Practices:** The article aligns with international best practices in arbitration, which emphasises the importance of giving the arbitral tribunal discretion in matters related to procedure, including the determination of the place of arbitration.

In summary, Article 20(1) of the UNCITRAL Model Law emphasises party autonomy in choosing the place of arbitration while providing a default provision for cases where there is no agreement. The article underscores the arbitral tribunal’s role in determining the place of arbitration based on the circumstances of the case, including the convenience of the parties, in order to ensure a fair and efficient arbitration process.

- (2) Notwithstanding the provisions of paragraph (1) of this article, the arbitral tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of goods, other property or documents.**

Article 20(2) of the UNCITRAL Model Law on International Commercial Arbitration addresses the flexibility of the arbitral tribunal regarding its physical location and meetings during the arbitration process. Here is an analysis of this article:

1. **Tribunal's Flexibility:** This article reinforces the idea of flexibility and adaptability in international arbitration proceedings. It acknowledges that the arbitral tribunal has the authority to determine its meeting locations based on the needs of the case and the convenience of the participants.
2. **Consultation and Evidence:** The provision lists several purposes for which the arbitral tribunal may meet at a place of its choosing. These purposes include consultation among tribunal members, hearing witnesses and experts, and inspecting goods, property, or documents. This underscores the tribunal's role in conducting a comprehensive and effective arbitration process.
3. **Consultation and Deliberation:** The article recognises the importance of tribunal members' collaboration and discussion during the arbitration process. Meetings may be necessary for the tribunal to deliberate on issues, share insights, and make informed decisions.
4. **Witnesses and Evidence:** The article acknowledges that the tribunal may need to hear testimony from witnesses or experts in person. This can be particularly relevant when assessing the credibility and reliability of evidence.
5. **Site Inspections:** In some cases, site inspections may be necessary to better understand the context of the dispute. This could be relevant in cases involving physical assets or property that require visual examination.
6. **Party Autonomy:** The article acknowledges that the arbitral tribunal's ability to determine meeting locations is subject to any agreement between the parties. This respects the principle of party autonomy while providing flexibility for the tribunal's proceedings.
7. **Efficiency and Practicality:** The provision promotes efficiency by allowing the tribunal to choose meeting locations that are practical and conducive to effective proceedings. This can include locations that minim' travel burdens for the parties, witnesses, and experts.
8. **Impartiality and Fairness:** The arbitral tribunal's discretion in choosing meeting locations should be exercised in a manner that ensures the fairness and impartiality of the arbitration process. The chosen locations should not disadvantage any party.

In summary, Article 20(2) of the UNCITRAL Model Law acknowledges the arbitral tribunal's flexibility in determining meeting locations during the arbitration process. This provision allows the tribunal to hold meetings at appropriate places for consultation, evidence-gathering, and site inspections, while

considering the convenience of the parties. This approach contributes to the effective conduct of international arbitration proceedings.

Article 21. Commencement of arbitral proceedings

Unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent.

Article 21 of the UNCITRAL Model Law on International Commercial Arbitration pertains to the commencement of arbitral proceedings and the triggering event that marks the initiation of the arbitration process. Here is an analysis of this article:

1. **Commencement of Arbitral Proceedings:** Article 21 establishes a clear point in time at which the arbitral proceedings officially commence. This point of commencement is critical for determining various procedural deadlines and timelines throughout the arbitration process.
2. **Triggering Event:** The triggering event for the commencement of arbitral proceedings is the receipt of a request for arbitration by the respondent. This request is typically initiated by the claimant who wishes to submit the dispute to arbitration. The respondent is the party against whom the claim is made.
3. **Party Autonomy:** The article emphasizes the importance of party autonomy in arbitration. It stipulates that the commencement date is subject to any contrary agreement between the parties. This recognises that parties may agree to a different commencement mechanism based on their specific circumstances or preferences.
4. **Clarity and Certainty:** Setting a clear point of commencement provides both parties with a precise understanding of when the arbitration process officially begins. This clarity can help parties prepare for the upcoming proceedings, gather evidence, and allocate resources effectively.
5. **Balanced Approach:** The article balances the interests of both parties by requiring the receipt of the request for arbitration by the respondent. This ensures that both sides are informed of the initiation of the proceedings and can begin preparing their respective positions.
6. **Control Over Timing:** By making the commencement contingent on the respondent's receipt of the request, the article avoids situations where an arbitral tribunal would be established without the respondent's awareness or involvement.
7. **Avoiding Premature Proceedings:** The requirement for the respondent's receipt of the request helps prevent premature commencement of the arbitration process. It ensures that both parties are ready to engage in the proceedings and that the dispute is ripe for arbitration.

8. **Facilitating Effective Communication:** The requirement for the respondent to receive the request emphasizes the importance of clear and effective communication between the parties. This can contribute to a more orderly and well-prepared arbitration process.

In summary, Article 21 of the UNCITRAL Model Law ensures a clear and structured commencement of arbitral proceedings by specifying that the process starts when the respondent receives the request for arbitration. While this provision establishes a default mechanism, it respects party autonomy and any contrary agreements between the parties. This approach ensures that both parties are aware of the commencement and can actively participate in the arbitration process from its outset.

Article 22. Language

- (1) The parties are free to agree on the language or languages to be used in the arbitral proceedings. Failing such agreement, the arbitral tribunal shall determine the language or languages to be used in the proceedings. This agreement or determination, unless otherwise specified therein, shall apply to any written statement by a party, any hearing and any award, decision or other communication by the arbitral tribunal.**

Article 22(1) of the UNCITRAL Model Law deals with the language or languages to be used in arbitral proceedings. Here is an analysis of this article:

1. **Party Autonomy:** The principle of party autonomy is a fundamental aspect of international commercial arbitration, and this article reflects that by allowing the parties to agree on the language or languages to be used in the arbitral proceedings. This recognises that parties involved in the dispute are best suited to determine the language that is most convenient and efficient for them.
2. **Default Rule:** In the absence of an agreement between the parties, the article provides a default rule by giving the arbitral tribunal the authority to determine the language or languages to be used in the proceedings. This ensures that proceedings can move forward even when the parties have not explicitly agreed on a language.
3. **Flexibility:** The article acknowledges the global nature of international arbitration. It allows for the use of multiple languages if necessary, depending on the backgrounds and locations of the parties and the arbitrators.
4. **Scope of Application:** The chosen language or languages apply to various aspects of the arbitral proceedings, including written statements by parties, hearings, awards, decisions, and other communications made by the arbitral tribunal. This provides consistency and clarity throughout the arbitration process.
5. **Efficiency and Fairness:** The choice of language can impact the efficiency of the proceedings and the ability of parties to effectively present their case. By allowing the parties to agree or the arbitral tribunal to decide, the article aims to strike a balance between accommodating the parties' preferences and ensuring a fair process.
6. **Practicality:** The requirement that the language determination applies to all written and oral aspects of the proceedings prevents confusion and maintains a consistent language throughout the process, making it more manageable for all involved parties.

7. **Cost and Time Considerations:** The article helps avoid delays caused by language-related disputes. When parties agree on the language, or the arbitral tribunal decides, it minimizes unnecessary debates and ensures that the proceedings progress smoothly.
8. **Impartiality and Equal Treatment:** The article emphasizes fairness by ensuring that all parties are on equal footing in terms of language, preventing any potential disadvantages due to language barriers.

In summary, Article 22(1) of the UNCITRAL Model Law reflects the importance of effective communication and party autonomy in arbitral proceedings by allowing the parties to agree on the language to be used. When parties do not reach an agreement, the article grants the arbitral tribunal the authority to determine the language or languages, promoting fairness, efficiency, and clarity throughout the arbitration process.

(2) The arbitral tribunal may order that any documentary evidence shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

Article 22(2) of the UNCITRAL Model Law addresses the issue of documentary evidence and translations in arbitral proceedings. Here is an analysis of this article:

1. **Language Consistency:** This provision complements the preceding paragraph by specifically addressing the requirement for translations of documentary evidence. It ensures that the language or languages determined for the proceedings are consistently applied to all evidence submitted, even if that evidence is not presented in the agreed or determined language.
2. **Documentation Clarity:** The article recognizes that for the tribunal to fully understand and evaluate documentary evidence that is not in the agreed or determined language, translations may be necessary. This helps prevent misunderstandings and ensures that the arbitral tribunal can accurately assess the evidence.
3. **Fairness:** Requiring translations can contribute to fairness in the proceedings. If one party submits evidence in a language that is not understood by all participants, translations can level the playing field and ensure that all parties comprehend the evidence being presented.
4. **Efficiency:** While translations can enhance understanding, they may also introduce an additional layer of complexity and time consumption. The arbitral tribunal has the discretion to order translations as necessary, allowing for a balance between the benefits of translations and the efficient progress of the proceedings.
5. **Arbitral Tribunal Discretion:** The article gives the arbitral tribunal the authority to decide whether translations are necessary for specific documentary evidence. This discretion allows the tribunal to assess the relevance and significance of the evidence and determine whether translations are warranted.
6. **Cost Implications:** Translating documents can involve additional costs, including expenses related to hiring professional translators. The arbitral tribunal's authority to order

translations strikes a balance between ensuring a fair process and considering the potential financial burden on the parties.

7. **Party Autonomy:** While the article empowers the arbitral tribunal to order translations, it does not prevent the parties from agreeing to translations voluntarily, even for evidence in the agreed or determined language. Such agreements could be driven by factors such as the background of the arbitrators, the parties' legal teams, and the comfort of participants with specific languages.

In summary, Article 22(2) of the UNCITRAL Model Law provides the arbitral tribunal with the authority to order translations of documentary evidence into the agreed or determined language of the proceedings. This provision contributes to fairness, understanding, and effective evaluation of evidence, while also allowing the tribunal to consider practicality and cost implications.

Article 23. Statements of claim and defence

- (1) Within the period of time agreed by the parties or determined by the arbitral tribunal, the claimant shall state the facts supporting his claim, the points at issue and the relief or remedy sought, and the respondent shall state his defence in respect of these particulars, unless the parties have otherwise agreed as to the required elements of such statements. The parties may submit with their statements all documents they consider to be relevant or may add a reference to the documents or other evidence they will submit.**

Article 23(1) of the UNCITRAL Model Law pertains to the initial stages of arbitral proceedings and focuses on the requirements for the claimant's statement of claim and the respondent's statement of defence. Here is an analysis of this article:

1. **Procedural Clarity:** This article establishes a structured framework for the commencement of arbitral proceedings, ensuring that both the claimant and respondent provide clear and comprehensive statements of their respective positions. This procedural clarity aids in the efficient and organised progression of the case.
2. **Timely Presentation:** The article emphasizes the importance of promptness in presenting the claimant's statement of claim and the respondent's statement of defence. This is essential to prevent delays and to ensure that the case moves forward without unnecessary interruptions.
3. **Claimant's Statement of Claim:** The article outlines the specific elements that must be included in the claimant's statement of claim. This includes stating the factual basis of the claim, identifying the points at issue, specifying the relief or remedy sought, and submitting relevant documents or references to evidence.
4. **Respondent's Statement of Defence:** Similarly, the article requires the respondent to provide a well-defined statement of defence addressing the claimant's particulars. This ensures that the respondent's perspective is clearly presented, contributing to a balanced and comprehensive understanding of the dispute.
5. **Parties' Agreement:** The article acknowledges that the parties may agree on variations regarding the contents of the statements of claim and defence. This recognises the

principle of party autonomy in arbitration and allows parties to adapt the requirements according to their specific circumstances or preferences.

6. Evidence Submission: One notable feature is that parties are permitted to include relevant documents with their statements. This early exchange of documents can facilitate transparency and prevent surprises later in the proceedings. Alternatively, parties can make references to the documents they intend to submit in the future.
7. Efficiency and Fairness: By mandating specific elements for the statements of claim and defence, the article promotes a clear and comprehensive presentation of each party's case. This contributes to efficient proceedings by reducing the potential for ambiguity and misunderstandings. Additionally, the article ensures that both parties have a fair opportunity to present their arguments.
8. Balancing Flexibility and Structure: While the article outlines the essential elements of the statements, it also acknowledges that parties may adapt these requirements as needed. This strikes a balance between providing a structured framework for arbitration and accommodating the unique circumstances of each case.

In summary, Article 23(1) of the UNCITRAL Model Law establishes the procedural requirements for the initial stages of arbitral proceedings. It defines the necessary elements of the claimant's statement of claim and the respondent's statement of defence, promoting clarity, fairness, and efficiency in the presentation of the parties' positions. The article also accommodates party autonomy by allowing variations based on the parties' agreement.

(2) Unless otherwise agreed by the parties, either party may amend or supplement his claim or defence during the course of the arbitral proceedings, unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it.

Article 23(2) of the UNCITRAL Model Law addresses the issue of amending or supplementing claims and defences during the course of arbitral proceedings. Here is an analysis of this article:

1. Flexibility and Adaptability: This article recognises the need for flexibility in arbitral proceedings to accommodate changing circumstances and evolving legal positions. It allows parties to amend or supplement their claims or defences after the commencement of proceedings, thereby acknowledging that disputes can develop in unexpected ways.
2. Party Autonomy: The article affirms the principle of party autonomy by allowing parties to amend or supplement their claims or defences. This reflects the idea that parties are best positioned to decide how their cases should evolve in response to new information or developments.
3. Notice and Transparency: While the article does not explicitly state a notice requirement, the principle of fairness suggests that parties should provide notice to the other side and the arbitral tribunal when seeking to amend or supplement their claims or defences. This ensures transparency and avoids any potential surprise or prejudice to the other party.
4. Limits on Amendment: The article introduces a limitation on the right to amend or supplement claims and defences. The arbitral tribunal has the authority to consider

whether allowing the amendment is appropriate, taking into account factors such as the timing of the request and any resulting delay. If the tribunal deems the amendment inappropriate due to the delay, it has the discretion to deny the request.

5. **Balancing Efficiency and Fairness:** While the article promotes party autonomy in amending claims and defences, it also recognises the importance of maintaining the efficiency of arbitral proceedings. Allowing unfettered amendments without any limitations could lead to unnecessary delays and disruptions. The arbitral tribunal's discretion to deny amendments based on inappropriate delay helps balance the interests of the parties with the need for efficient proceedings.
6. **Arbitral Tribunal's Role:** The article empowers the arbitral tribunal to make determinations regarding the appropriateness of allowing amendments. This reinforces the tribunal's role as the decision-making body overseeing the arbitration process.
7. **Procedural Order:** It is common for arbitral tribunals to issue procedural orders or directions when parties request amendments. This could include specifying deadlines for submitting amended documents, allowing the other party to respond, and possibly adjusting the overall schedule of proceedings.

In summary, Article 23(2) of the UNCITRAL Model Law reflects the dynamic nature of arbitration proceedings by allowing parties to amend or supplement their claims or defences. However, the arbitral tribunal's discretion to deny amendments in cases of inappropriate delay ensures a balance between party autonomy and the need for efficiency in the arbitration process. This article promotes transparency, fairness, and effective case management in arbitral proceedings.

Article 24. Hearings and written proceedings

- (1) Subject to any contrary agreement by the parties, the arbitral tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials. However, unless the parties have agreed that no hearings shall be held, the arbitral tribunal shall hold such hearings at an appropriate stage of the proceedings, if so requested by a party.**

Article 24(1) of the UNCITRAL Model Law pertains to the conduct of hearings and presentations of evidence in arbitral proceedings. Here is an analysis of this article:

1. **Decision-Making Authority:** This article empowers the arbitral tribunal to make determinations regarding the format of the proceedings, specifically whether to hold oral hearings or to conduct the proceedings solely based on documents and other materials. This discretion allows the tribunal to tailor the process to the nature of the dispute and the preferences of the parties.
2. **Party Autonomy:** The article acknowledges the principle of party autonomy by indicating that the tribunal's decision on holding oral hearings is subject to any contrary agreement by the parties. This reflects the idea that parties are free to customise their arbitration proceedings based on their specific needs and preferences.

3. **Flexibility and Efficiency:** The article recognises the inherent flexibility of arbitration, allowing proceedings to be conducted either through oral hearings or by relying solely on written submissions and documents. This flexibility enables the tribunal to choose the most efficient and appropriate method for resolving the dispute.
4. **Balancing Factors:** The article implies that the decision to hold oral hearings should be based on factors such as the complexity of the case, the volume of evidence, and the preferences of the parties. This approach aligns with the overarching goal of achieving a fair and efficient resolution of disputes.
5. **Hearing Request:** If one of the parties requests an oral hearing, the arbitral tribunal is obliged to hold such a hearing, unless the parties have agreed otherwise. This provision ensures that parties have the opportunity to present their case orally before the tribunal.
6. **Transparency and Fairness:** The article contributes to the transparency and fairness of the arbitration process by allowing parties to present their arguments and evidence in a manner that suits their presentation style, expertise, and comfort.
7. **Case Management:** The provision of this article underscores the arbitral tribunal's role in managing the proceedings effectively. The tribunal's discretion to decide on the format of the hearings reflects its responsibility to ensure that the proceedings are conducted in a manner that is conducive to a fair and expeditious resolution of the dispute.

In summary, Article 24(1) of the UNCITRAL Model Law recognises the diversity of arbitration proceedings and provides flexibility for the arbitral tribunal to determine whether to hold oral hearings or rely on written materials. The article balances party autonomy, efficiency, transparency, and fairness, while ensuring that parties requesting oral hearings have the opportunity to present their case in that manner. It exemplifies the adaptable nature of arbitration to accommodate various types of disputes and the preferences of the parties involved.

(2) The parties shall be given sufficient advance notice of any hearing and of any meeting of the arbitral tribunal for the purposes of inspection of goods, other property or documents.

Article 24(2) of the UNCITRAL Model Law addresses the issue of notice in relation to hearings and meetings of the arbitral tribunal. Here is an analysis of this article:

1. **Notice Requirement:** This provision underscores the importance of providing the parties with adequate notice before any hearing or meeting of the arbitral tribunal. It ensures that the parties have sufficient time to prepare for such events and to make necessary arrangements.
2. **Procedural Fairness:** By requiring advance notice, the article promotes procedural fairness. Parties are entitled to be informed of upcoming proceedings to have a reasonable opportunity to prepare their arguments, evidence, and legal representation.
3. **Equal Treatment:** The article emphasizes the principle of treating parties equally. By giving all parties the same advance notice, the arbitral tribunal ensures that no party is unfairly disadvantaged due to lack of preparation time.

4. **Effective Presentation:** Adequate notice allows parties to marshal their evidence, identify witnesses, and formulate their arguments effectively. This contributes to the overall efficiency and effectiveness of the arbitration process.
5. **Meeting for Inspection:** In addition to hearings, the article also addresses meetings of the arbitral tribunal for the purpose of inspecting goods, other property, or documents. The same principle of advance notice applies here, ensuring that parties are informed in advance of such meetings to participate or make necessary arrangements.
6. **Minimising Procedural Delays:** Requiring advance notice helps prevent unnecessary delays in the arbitration proceedings. Parties and their representatives can plan their schedules accordingly, minimising disruptions and potential postponements.
7. **Transparency:** Providing advance notice contributes to the transparency of the process. Parties are aware of the tribunal's schedule and activities, promoting openness and trust in the arbitration proceedings.
8. **Practicality:** This provision aligns with common practices in legal proceedings, where notice of hearings and meetings is a standard requirement. It reflects the recognition that parties need reasonable time to organ' their participation.

In conclusion, Article 24(2) of the UNCITRAL Model Law ensures that parties are given sufficient advance notice of hearings and meetings of the arbitral tribunal, as well as for inspections of goods, property, or documents. This provision upholds principles of procedural fairness, equality, effective presentation, and transparency in the arbitration process while also helping to minim' delays. It acknowledges the practical need for parties to have adequate time to prepare and participate fully in the proceedings.

(3) All statements, documents or other information supplied to the arbitral tribunal by one party shall be communicated to the other party. Also any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision shall be communicated to the parties.

Article 24(3) of the UNCITRAL Model Law addresses the communication of statements, documents, and expert reports within the context of arbitration proceedings. Here is an analysis of this article:

1. **Transparency and Equality:** This provision underscores the principles of transparency and equality in arbitration proceedings. It ensures that both parties have access to the same information and materials, allowing them to fully understand and respond to each other's arguments and evidence.
2. **Fair Presentation:** By requiring that all statements, documents, and information provided to the arbitral tribunal by one party be communicated to the other party, the article promotes a fair and balanced presentation of the case. This helps prevent one party from being taken by surprise or disadvantaged due to lack of information.
3. **Effective Participation:** Effective participation is a fundamental principle of arbitration. Requiring communication of all relevant materials to both parties enables them to engage

in the proceedings more effectively, present their cases comprehensively, and respond adequately to the other party's submissions.

4. **Expert Reports and Evidentiary Documents:** The article also mandates the communication of expert reports and any evidentiary documents that the arbitral tribunal might rely on in making its decision. This ensures that parties are aware of the evidence being considered by the tribunal and have the opportunity to challenge or address it.
5. **Avoiding Procedural Imbalance:** Unequal access to information can lead to procedural imbalance and compromise the fairness of the process. By mandating communication of materials to both parties, the article seeks to prevent such imbalances.
6. **Enhancing Transparency:** Transparency is essential for maintaining the legitimacy and credibility of arbitration proceedings. Communication of all relevant materials enhances transparency by allowing both parties to understand the basis on which the tribunal's decisions are being made.
7. **Confidentiality Considerations:** While the article emphasizes communication, it is important to note that confidentiality considerations may arise in some cases. Parties and arbitrators should be mindful of confidentiality requirements and agreements when sharing information.
8. **Efficiency and Clarity:** Communicating relevant materials ensures that both parties are on the same page, reducing the likelihood of misunderstandings or disputes arising from incomplete or asymmetric information.
9. **Conformity with Due Process:** The provision aligns with the due process principle, ensuring that each party has an opportunity to be heard and to respond to the evidence and arguments presented by the other party.

In conclusion, Article 24(3) of the UNCITRAL Model Law promotes transparency, equality, and effective participation in arbitration proceedings by mandating the communication of all statements, documents, expert reports, and evidentiary materials to both parties. This provision aims to create a level playing field and uphold the principles of fairness and due process in the arbitration process.

Article 25. Default of a party

Unless otherwise agreed by the parties, if, without showing sufficient cause,

- (a) the claimant fails to communicate his statement of claim in accordance with article 23(1), the arbitral tribunal shall terminate the proceedings;
- (b) the respondent fails to communicate his statement of defence in accordance with article 23(1), the arbitral tribunal shall continue the proceedings without treating such failure in itself as an admission of the claimant’s allegations;
- (c) any party fails to appear at a hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the award on the evidence before it.

Article 25 of the UNCITRAL Model Law outlines the consequences of a party’s failure to meet certain procedural obligations in arbitration proceedings. Here is an analysis of this article:

1. **Procedural Integrity:** Article 25 aims to ensure the procedural integrity of arbitration proceedings by establishing consequences for non-compliance with specific procedural requirements. It provides a framework for addressing situations where parties fail to fulfil their obligations.
2. **Timeliness:** The article emphasizes the importance of timely submission of statements and participation in hearings. This helps maintain the efficiency of the arbitration process and prevents unnecessary delays.
3. **Claimant’s Failure (Article 25(a)):** If the claimant fails to communicate their statement of claim as required by Article 23(1), the arbitral tribunal is authorised to terminate the proceedings. This underscores the principle that the claimant bears the responsibility of initiating the case and presenting their arguments in a timely manner.
4. **Respondent’s Failure (Article 25(b)):** If the respondent fails to communicate their statement of defence, the arbitral tribunal continues the proceedings. Importantly, the failure to provide a defence statement is not automatically treated as an admission of the claimant’s allegations. This ensures that the arbitral tribunal makes its decision based on the merits of the case and not solely on procedural defaults.
5. **Party’s Failure to Appear (Article 25(c)):** If any party fails to appear at a hearing or to produce documentary evidence, the arbitral tribunal has the discretion to continue the proceedings and make the award based on the available evidence. This allows the proceedings to move forward in the absence of one party’s participation, ensuring that the arbitration process is not unduly disrupted.
6. **Balancing Fairness and Efficiency:** The article strikes a balance between fairness and efficiency. While it ensures that parties have the opportunity to present their cases and respond to evidence, it also prevents parties from using procedural defaults to stall or manipulate the proceedings.
7. **Mitigating Abuses:** By terminating proceedings due to claimant’s failure, the article discourages parties from initiating arbitration and then neglecting to actively participate.

Similarly, the provision prevents parties from strategically avoiding participation to the detriment of the other party.

8. **Flexibility and Adaptation:** The article recognises that each case is unique and provides the arbitral tribunal with flexibility to adapt its approach based on the specific circumstances of the case. This allows the tribunal to consider factors such as the reason for the party's non-compliance and the impact on the overall proceedings.
9. **Avoiding Unjust Outcomes:** The article seeks to avoid unjust outcomes caused by procedural defaults. It ensures that a party's failure to meet certain procedural obligations does not automatically lead to prejudicial consequences without consideration of the merits of the case.

In summary, Article 25 of the UNCITRAL Model Law addresses the consequences of parties' failure to meet procedural obligations in arbitration proceedings. It strikes a balance between procedural fairness and efficiency, ensuring that non-compliance is appropriately addressed while allowing the arbitration process to proceed in a just and orderly manner.

Article 26. Expert appointed by arbitral tribunal

(1) Unless otherwise agreed by the parties, the arbitral tribunal

- (a) may appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal;**
- (b) may require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.**

Article 26(1) of the UNCITRAL Model Law addresses the role of experts in arbitration proceedings. It provides the arbitral tribunal with the authority to appoint experts and seek their assistance in addressing specific issues related to the dispute. Here is an analysis of this article:

1. **Expert Involvement:** Article 26(1) recognises the significance of expert knowledge and input in complex disputes. It allows the arbitral tribunal to engage the expertise of third-party experts to assist in clarifying technical, scientific, or specialised matters relevant to the case.
2. **Appointment of Experts (Article 26(1)(a)):** The arbitral tribunal is empowered to appoint one or more experts to report on specific issues it identifies as requiring specialised knowledge. This provision enables the tribunal to gain a more comprehensive understanding of technical or specialised aspects of the dispute, which may be crucial for rendering a well-informed decision.
3. **Relevance and Specificity:** The article underscores that the issues for which experts are appointed must be specific and relevant to the arbitration proceedings. This ensures that the involvement of experts is focused and tailored to the needs of the case.
4. **Party Cooperation (Article 26(1)(b)):** The article grants the arbitral tribunal the authority to require a party to provide the appointed expert with necessary information,

documents, or access to relevant items for inspection. This provision enhances the expert's ability to assess the issues at hand comprehensively.

5. **Balancing Party Rights and Efficiency:** While the arbitral tribunal has the power to seek expert assistance, the requirement for party cooperation underlines the principle of due process. It ensures that parties have the opportunity to present their case and respond to the findings of the experts.
6. **Efficiency and Quality of Decisions:** By allowing the arbitral tribunal to engage experts, Article 26(1) enhances the quality of decision-making in technical or complex matters. This contributes to a more well-rounded and informed resolution of the dispute.
7. **Flexibility and Discretion:** The article provides flexibility by allowing the arbitral tribunal to decide when and to what extent expert involvement is necessary. This discretion allows the tribunal to tailor the use of experts to the unique circumstances of each case.
8. **Cost Considerations:** While expert involvement can enhance the accuracy of decision-making, parties and tribunals must be mindful of potential costs associated with expert reports and the allocation of expenses.
9. **Ensuring Impartiality:** The article ensures that the tribunal can independently appoint experts, mitigating the potential for bias or partiality in expert opinions.

In summary, Article 26(1) of the UNCITRAL Model Law enables the arbitral tribunal to seek the assistance of experts to address specific issues in the arbitration proceedings. It strikes a balance between expert involvement, party rights, and procedural efficiency, ultimately contributing to a more informed and well-reasoned resolution of disputes.

(2) Unless otherwise agreed by the parties, if a party so requests or if the arbitral tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing where the parties have the opportunity to put questions to him and to present expert witnesses in order to testify on the points at issue.

Article 26(2) of the UNCITRAL Model Law addresses the role and participation of appointed experts in arbitration proceedings. This provision focuses on the potential involvement of the expert beyond the submission of their report and how the parties can interact with them. Here is an analysis of this article:

1. **Enhanced Expert Involvement:** Article 26(2) recognises that expert involvement can extend beyond the submission of written or oral reports. It allows for greater interaction between the expert, the arbitral tribunal, and the parties, thereby promoting a more comprehensive examination of technical or specialised issues.
2. **Party Request and Tribunal Discretion:** The article outlines two scenarios for the participation of the appointed expert in a hearing. First, if a party requests the expert's participation, and second, if the arbitral tribunal deems it necessary. This reflects a balanced approach, allowing either party to seek the expert's presence if they believe it is beneficial, while also granting the tribunal the authority to decide when expert participation is warranted.

3. **Questioning and Expert Testimony:** The article grants the parties the opportunity to question the appointed expert during a hearing. This cross-examination allows parties to further clarify and challenge the expert's findings, contributing to a more thorough understanding of the issues. Additionally, parties can present their own expert witnesses to testify on points at issue, ensuring a balanced presentation of evidence.
4. **Informed Decision-Making:** Allowing parties to question the expert and present their own expert witnesses supports the arbitral tribunal in making a well-informed decision. It contributes to transparency, fairness, and the robust examination of technical matters.
5. **Promotion of Party Participation:** By providing the opportunity for parties to interact directly with the expert, Article 26(2) encourages active party participation in the arbitration proceedings. This is consistent with the principle that parties should have a full opportunity to present their case.
6. **Efficient Dispute Resolution:** The provision contributes to efficiency by facilitating direct interaction between parties and experts, reducing the need for multiple rounds of written submissions and potentially shortening the duration of proceedings.
7. **Flexibility and Party Autonomy:** The article respects party autonomy by stipulating that the expert's participation in a hearing should be subject to the agreement of the parties or the determination of the arbitral tribunal. This recognises the unique circumstances of each case and the preferences of the parties.
8. **Quality of Expert Opinions:** The involvement of experts in hearings allows for real-time clarification of their reports, which can lead to more accurate and nuanced expert opinions.
9. **Potential for Additional Costs:** While the participation of experts in hearings can enhance the quality of decision-making, parties and the arbitral tribunal should be mindful of potential costs associated with expert attendance and the prolongation of hearings.

In summary, Article 26(2) of the UNCITRAL Model Law empowers the arbitral tribunal and parties to determine whether appointed experts should participate in hearings. This provision encourages direct interaction, cross-examination, and expert testimony, all of which contribute to a more thorough examination of complex issues and informed decision-making in arbitration proceedings.

Article 27. Court assistance in taking evidence

The arbitral tribunal or a party with the approval of the arbitral tribunal may request from a competent court of this State assistance in taking evidence. The court may execute the request within its competence and according to its rules on taking evidence.

Article 27 of the UNCITRAL Model Law focuses on the procedures for obtaining assistance from a competent court in taking evidence during arbitration proceedings. Here is an analysis of this article:

1. **Assistance in Taking Evidence:** Article 27 provides a mechanism for obtaining assistance from a competent court when the arbitral tribunal or a party, with the arbitral tribunal's

approval, requires assistance in taking evidence. This is particularly relevant in cases where certain evidence needs to be obtained through the court's processes.

2. **Arbitral Tribunal's Role:** The article acknowledges the arbitral tribunal's central role in this process by allowing either the arbitral tribunal itself or a party (subject to arbitral tribunal approval) to initiate the request for assistance. This preserves the tribunal's authority over the arbitration proceedings.
3. **Parties' Approval and Coordination:** The article allows a party to seek assistance from the court, but only with the approval of the arbitral tribunal. This ensures that such requests are made in line with the tribunal's control over the proceedings and prevents unilateral actions that could disrupt the arbitration process.
4. **Competent Court of the State:** Article 27 specifies that the request for assistance should be made to a competent court of the state where the arbitration is taking place. This reflects the principle that the court's jurisdiction should align with the location of the arbitration.
5. **Execution of the Request:** The article empowers the court to execute the request for assistance within its competence and in accordance with its rules on taking evidence. This ensures that the court follows its established procedures for evidence collection, ensuring a consistent and predictable process.
6. **Flexibility and Adaptability:** Article 27 allows parties and the arbitral tribunal to adapt to the specific evidence-related needs of the case. It recognises that certain evidence-gathering processes may be more effectively managed by the court, such as summoning witnesses, producing documents, or conducting inspections.
7. **Efficiency and Expertise:** The provision offers a potential avenue for parties to obtain evidence more efficiently by leveraging the court's established procedures. Courts have experience and resources for evidence collection, which can contribute to a more streamlined process within the arbitration.
8. **Consistency with the Arbitration:** The assistance obtained from the court remains consistent with the overarching arbitration process. This is important to ensure that the evidence-gathering procedures are aligned with the principles and objectives of arbitration, such as party autonomy and efficient dispute resolution.
9. **Balancing Tribunal Authority:** While Article 27 allows the court to play a role in evidence collection, the arbitral tribunal maintains its overall authority over the arbitration process. The tribunal's approval is required for any party-initiated requests for assistance.
10. **Complex Cases:** Article 27 is particularly relevant in complex cases where certain evidence might be best obtained through court orders, such as in situations involving third parties or requiring enforcement power.

In summary, Article 27 of the UNCITRAL Model Law provides a mechanism for parties and the arbitral tribunal to seek assistance from a competent court in taking evidence during arbitration proceedings. This provision aims to ensure that necessary evidence is effectively collected while maintaining the tribunal's control over the arbitration process.

CHAPTER VI. MAKING OF AWARD AND TERMINATION OF PROCEEDINGS

Article 28. Rules applicable to substance of dispute

(1) The arbitral tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. Any designation of the law or legal system of a given State shall be construed, unless otherwise expressed, as directly referring to the substantive law of that State and not to its conflict of laws rules.

1. Article 28(1) of the UNCITRAL Model Law focuses on the determination of the applicable rules of law to the substance of the dispute in an arbitration proceeding. Here is an analysis of this article:
2. Freedom of Choice: This provision underscores the principle of party autonomy in arbitration. Parties have the freedom to choose the rules of law that will govern the substantive issues of their dispute. This emphasizes their ability to tailor the arbitration proceedings to their preferences and needs.
3. Choice of Law: The article establishes that the arbitral tribunal's decision must align with the rules of law chosen by the parties. This choice can be the law of any jurisdiction or a specific legal system.
4. Substantive Law: The article clarifies that when parties designate the law or legal system of a particular state, this refers directly to the substantive law of that state. This is significant as it focuses on the rules governing the rights, obligations, and liabilities of the parties rather than the state's conflict of laws rules.
5. Certainty and Predictability: By designating the substantive law directly, parties can achieve greater certainty and predictability in the outcome of their arbitration. They know in advance which legal principles will guide the tribunal's decision.
6. Simplicity: The provision helps avoid potential conflicts and complexities arising from applying different conflict of laws rules. This direct reference to the substantive law streamlines the decision-making process and minimizes ambiguity.
7. Non-Interference with Choice: The article safeguards the parties' autonomy by making it clear that designating a particular state's law is a direct choice of the substantive rules and not a reference to that state's conflict of laws principles.
8. Consistency with International Arbitration Principles: While parties have the flexibility to choose applicable rules of law, the article does not infringe on international arbitration principles, ensuring that the arbitration remains aligned with the broader framework.
9. Facilitation of Enforcement: By specifying the applicable substantive law, the award becomes more readily enforceable since it is grounded in known legal principles.
10. Avoiding Uncertainty: This article helps prevent disputes arising from differences in the interpretation of the intended meaning of designating a particular state's law. Parties can avoid arguments over whether the reference pertains to substantive law or choice of law principles.

11. Promotion of Fairness: The provision reinforces fairness in arbitration by ensuring that the parties' expectations regarding the applicable rules of law are met, and the outcome is determined by the chosen substantive principles.

In conclusion, Article 28(1) of the UNCITRAL Model Law emphasizes party autonomy in choosing the rules of law that will govern the substance of their dispute in arbitration. This provision promotes predictability, clarity, and fairness in the arbitration process while respecting parties' choices.

(2) Failing any designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.

Article 28(2) of the UNCITRAL Model Law addresses the situation where parties have not designated a specific set of rules of law to govern the substance of their dispute in an arbitration proceeding. Here is an analysis of this article:

1. Default Rule: When parties have not designated a specific set of rules of law, this provision serves as a default rule for determining the applicable law. It guides the arbitral tribunal in the absence of express agreement.
2. Conflict of Laws Rules: The provision instructs the arbitral tribunal to apply the law determined by the conflict of laws rules that it considers applicable. This means that the tribunal should analyse the conflict of laws principles to determine which jurisdiction's laws should govern the substantive issues of the dispute.
3. Tribunal's Discretion: The article grants the arbitral tribunal some discretion in selecting the conflict of laws rules that it considers appropriate for the case. This aligns with the flexibility and adaptability often associated with international arbitration.
4. Choice-of-Law Methodology: The arbitral tribunal's task involves analysing conflict of laws principles to decide which jurisdiction's laws will provide the substantive rules to resolve the dispute. This can involve considering factors like the closest connection to the case or the law with the most significant relationship to the dispute.
5. Guidance from International Private Law: In cases where parties have not chosen an applicable law, this article encourages the tribunal to rely on international private law principles or conflicts rules to determine the appropriate substantive law to apply.
6. Balancing Fairness and Predictability: While the article offers flexibility, it also underscores the importance of fairness and predictability in arbitration. The tribunal should aim to provide an outcome that is coherent and consistent with principles of international law.
7. Neutrality and Impartiality: By relying on conflict of laws rules and principles, the arbitral tribunal can contribute to the neutrality and impartiality of the process. It ensures that the decision is based on objective criteria rather than being influenced by the preferences of one party or another.
8. Safeguard Against Vacuums: This provision serves as a safeguard against situations where parties may not have anticipated a choice of law issue. It helps avoid a legal vacuum and ensures that the dispute can be resolved based on recognised legal principles.

9. Consistency with International Arbitration Principles: The article aligns with the general principles of international arbitration by allowing tribunals to adapt to various scenarios while ensuring a fair and predictable process.

In conclusion, Article 28(2) of the UNCITRAL Model Law establishes the procedure for determining the applicable law when parties have not designated a specific set of rules. By instructing the arbitral tribunal to apply the law determined by the conflict of laws rules it considers applicable, the provision aims to ensure fairness, predictability, and a coherent approach to resolving disputes in the absence of party-designated rules of law.

(3) The arbitral tribunal shall decide ex aequo et bono or as amiable compositeur only if the parties have expressly authorized it to do so.

Article 28(3) of the UNCITRAL Model Law deals with the authority of an arbitral tribunal to decide a dispute based on principles of equity or as an amiable compositeur. Here is an analysis of this article:

1. Limited Application: This provision sets a limitation on the tribunal's ability to decide a case ex aequo et bono or as amiable compositeur. Such a decision can only be made if the parties have expressly authorised the tribunal to do so.
2. Equity and Flexibility: The terms "ex aequo et bono" and "as amiable compositeur" refer to decision-making based on principles of fairness and equity rather than strict legal rules. This approach allows the tribunal to consider broader principles of justice and fairness in reaching a decision.
3. Party Autonomy: The article respects party autonomy, meaning the parties' ability to shape the rules and procedures of their arbitration. If parties want the tribunal to apply principles of equity, they must include an express authorisation in their arbitration agreement.
4. Predictability and Consent: Requiring express authorisation ensures that parties are aware of and agree to the use of non-legal standards in deciding their case. This preserves the predictability and certainty often associated with arbitration.
5. Balancing Interests: While equity-based decisions can be more flexible and adaptable to unique circumstances, they can also introduce subjectivity and unpredictability. This article balances the desire for fairness with the importance of maintaining a clear and predictable arbitration process.
6. Preserving Legal Norms: By emphasising that equity-based decisions require explicit authorisation, the article ensures that arbitrators do not depart from legal norms without the parties' consent.
7. Respect for Party Choices: The article acknowledges that parties may have diverse preferences regarding the decision-making approach. It respects their freedom to choose between legal and equitable principles, depending on their case's nature and complexity.

8. Flexibility with Constraints: While party autonomy is respected, this provision ensures that parties do not inadvertently subject themselves to an equity-based decision without fully understanding its implications.
9. Consistency with International Practices: Many arbitration agreements explicitly reference principles of equity or amiable composition when parties want such an approach. This article aligns with this practice and ensures conformity with international arbitration norms.
10. Mitigation of Challenges: The requirement for explicit authorisation serves as a safeguard against later challenges to the validity or fairness of a decision made based on non-legal principles.

In conclusion, Article 28(3) of the UNCITRAL Model Law underlines the importance of party consent in deciding disputes based on principles of equity or amiable compositeur. By requiring express authorisation, the article balances the flexibility of equity-based decisions with the need for predictability and transparency in international arbitration. This approach ensures that parties' intentions are respected while upholding the integrity of the arbitration process.

(4) In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

Article 28(4) of the UNCITRAL Model Law outlines the principles that guide the arbitral tribunal's decision-making process. Here is an analysis of this article:

1. Contractual Basis: The article emphasizes that the arbitral tribunal's decisions must be in accordance with the terms of the contract between the parties. This underscores the importance of upholding the parties' intentions as expressed in their agreement.
2. Party Autonomy: The requirement to decide in accordance with the contract respects the fundamental principle of party autonomy, which allows parties to define their own rights, obligations, and dispute resolution mechanisms in their agreement.
3. Binding Nature of the Contract: By mandating adherence to the contract's terms, the article reinforces the binding nature of the contractual obligations. It prevents the tribunal from departing from the agreed-upon terms without clear justification.
4. Predictability and Certainty: Deciding in accordance with the contract provides predictability and certainty to the parties involved, as they can expect that the arbitrators will base their decisions on the explicit provisions of the agreement.
5. Consistency with Commercial Practices: By considering the usages of the trade applicable to the transaction, the article acknowledges that certain industries or sectors have established customary practices and standards. This allows the tribunal to align its decisions with commonly accepted norms.
6. Filling Gaps in the Contract: The reference to trade usages can also guide the arbitral tribunal in cases where the contract is silent or ambiguous on a particular issue. This helps fill gaps in the contract based on industry norms.

7. **Balancing Contract and Trade Usages:** The article balances the parties' contractual autonomy with the practical realities of commercial transactions. It ensures that the tribunal's decisions align with both the specific terms of the contract and the broader context of the relevant industry practices.
8. **Mitigation of Uncertainty:** The requirement to consider trade usages provides a benchmark for the tribunal's decision-making, particularly when contractual terms might be subject to interpretation. This can help mitigate potential disputes arising from varying interpretations.
9. **Flexibility in International Transactions:** Given the diverse nature of international transactions and the potential for cross-cultural differences, taking trade usages into account allows the tribunal to make decisions that are fair and reasonable within the applicable context.
10. **Interplay with Applicable Law:** This article works in conjunction with Article 28(1) and (2) by ensuring that the arbitral tribunal's decisions are in accordance with the chosen law or applicable conflict of laws rules while also respecting the contractual terms and trade usages.

In conclusion, Article 28(4) of the UNCITRAL Model Law emphasises that the arbitral tribunal's decisions should be guided by the terms of the contract and the usages of the trade applicable to the transaction. This balanced approach respects party autonomy while also recognising industry norms and providing predictability in the decision-making process.

Article 29. Decision-making by panel of arbitrators

In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal shall be made, unless otherwise agreed by the parties, by a majority of all its members. However, questions of procedure may be decided by a presiding arbitrator, if so authorized by the parties or all members of the arbitral tribunal.

Article 29 of the UNCITRAL Model Law addresses the decision-making process within arbitral tribunals involving multiple arbitrators. Here is an analysis of this article:

1. **Majority Decision-Making:** The article establishes a default rule that decisions of the arbitral tribunal are to be made by a majority of all its members. This emphasises the collective nature of decision-making within the tribunal and ensures that a decision is reached through consensus.
2. **Preserving Impartiality:** The requirement for a majority decision promotes impartiality by preventing any single arbitrator from unilaterally determining the outcome of a dispute. It encourages arbitrators to engage in discussions and deliberations before reaching a final decision.
3. **Balance of Opinions:** Requiring a majority decision aims to strike a balance among the different perspectives and opinions of the arbitrators. This helps prevent the domination of a particular viewpoint and enhances the overall fairness of the decision-making process.

4. **Enhancing Quality:** The process of reaching a majority decision encourages thorough discussions, careful consideration of arguments, and a more comprehensive evaluation of evidence. This can contribute to higher-quality decisions.
5. **Exclusivity of Majority Decision:** The article underlines that decisions on substantive issues must be made by a majority of all arbitrators, unless the parties agree otherwise. This promotes consistency in the tribunal's decision-making approach and avoids potential confusion.
6. **Presiding Arbitrator's Role:** The article recognises that procedural matters, which may not have the same impact as substantive issues, can be decided by a presiding arbitrator if authorised by the parties or all members of the tribunal. This allows for efficient handling of procedural aspects without involving the entire tribunal.
7. **Flexibility:** By allowing parties to agree on different decision-making methods, the article respects party autonomy and acknowledges that parties may have specific preferences or considerations regarding the decision-making process.
8. **Balancing Efficiency and Deliberation:** The article balances the need for efficiency, particularly in procedural matters, with the importance of thorough deliberation for substantive issues. This is crucial for ensuring fairness in complex disputes.
9. **Implications for Arbitral Tribunals:** Tribunals must ensure that all members participate in decision-making, actively contribute to discussions, and respect the outcome even if their individual views differ. This fosters a collegial atmosphere that supports impartial and well-informed decisions.
10. **Protecting Parties' Rights:** The article contributes to safeguarding the parties' right to a fair and just resolution of their disputes by requiring that decisions reflect the collective judgment of the tribunal.

In summary, Article 29 of the UNCITRAL Model Law promotes the principle of collective decision-making within arbitral tribunals with multiple arbitrators. It emphasises the importance of reaching decisions by a majority of all members while allowing for a presiding arbitrator to make procedural decisions if authorised. This approach balances efficiency, impartiality, and the quality of decision-making in the arbitration process.

Article 30. Settlement

- (1) If, during arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.**

Article 30(1) of the UNCITRAL Model Law addresses the situation in which parties settle their dispute during ongoing arbitral proceedings. Here is an analysis of this article:

1. **Settlement Facilitation:** The article recognises and encourages the parties' autonomy to settle their dispute even after arbitral proceedings have commenced. It reflects a common

approach in arbitration to promote dispute resolution by agreement rather than through an adversarial process.

2. **Termination of Proceedings:** When the parties reach a settlement, the arbitral tribunal is mandated to terminate the ongoing proceedings. This reflects the principle that the role of arbitration should cease when the parties no longer require the tribunal's intervention due to their mutual agreement.
3. **Recording the Settlement:** The article allows the arbitral tribunal to record the terms of the settlement as an arbitral award on agreed terms, provided the parties request it and the tribunal does not object. This formal recognition of the settlement in the form of an award can provide the parties with added legal certainty and enforceability.
4. **Flexibility:** The provision gives parties the freedom to decide whether to record the settlement as an award or not. This flexibility respects the parties' preferences and the specifics of their agreement.
5. **Balancing Party Autonomy and Procedural Formalities:** The article strikes a balance between recognising the parties' autonomy to settle and ensuring that the settlement is captured with the necessary procedural formality of an arbitral award.
6. **Efficiency:** Encouraging the recording of the settlement in the form of an arbitral award allows parties to conclude the proceedings more efficiently than seeking a separate court judgment to enforce their settlement.
7. **Legal Effect:** Recording the settlement as an arbitral award can confer additional legal weight to the settlement terms, making them enforceable through the New York Convention and other international enforcement mechanisms.
8. **Preservation of Confidentiality:** If parties wish to keep the settlement terms confidential, the arbitral award on agreed terms can be a private document between the parties, unlike court judgments that are typically public.
9. **Consistency with Party Autonomy:** By allowing parties to decide on the form of recording the settlement, the article respects their right to shape the outcome of their dispute resolution process.
10. **Finality:** The recording of the settlement as an award can provide closure to the dispute, giving parties a clear and final resolution that they have actively participated in crafting.

In conclusion, Article 30(1) of the UNCITRAL Model Law reflects the importance of party autonomy in the arbitration process by allowing parties to settle their dispute and have the terms of the settlement recorded in the form of an arbitral award. This provision enhances the flexibility and efficiency of the arbitration process while ensuring that settled disputes are recognised and documented appropriately.

- (2) An award on agreed terms shall be made in accordance with the provisions of article 31 and shall state that it is an award. Such an award has the same status and effect as any other award on the merits of the case.**

Article 30(2) of the UNCITRAL Model Law deals with the specifics of making an award on agreed terms after the parties have settled their dispute. Here is an analysis of this article:

1. **Formal Award:** This provision emphasises that an award on agreed terms must adhere to the procedural requirements set out in Article 31 of the Model Law, which covers the form and content of arbitral awards. This ensures that the award maintains a level of formality consistent with other arbitral awards.
2. **Recognition as an Award:** The article explicitly states that an award on agreed terms is indeed an award. This reaffirms its status as a formal outcome of the arbitration process, distinguishing it from other settlement documents that might not carry the same legal weight.
3. **Equal Status:** The article clarifies that an award on agreed terms is on par with any other award rendered on the merits of the case. This reinforces the principle that a settlement-based award should be treated with the same level of respect and legal recognition as any other type of arbitral award.
4. **Legal Effect:** By stating that an award on agreed terms has the same status and effect as other awards, the article underscores the enforceability of such awards under the New York Convention and other relevant enforcement mechanisms.
5. **Finality and Closure:** Treating a settlement-based award as equivalent to any other award enhances the finality and closure provided by the arbitration process. It prevents parties from later challenging the settlement or attempting to reopen the case.
6. **Consistency in Treatment:** By giving an award on agreed terms the same status as other awards, the Model Law ensures that the settlement process is not undermined and that parties are encouraged to engage in negotiations and amicable resolution.
7. **Clarity and Predictability:** Parties and third parties can have a clear understanding of the legal effects and consequences of an award on agreed terms due to its consistent treatment as a formal arbitral award.
8. **Harmonisation:** The article helps harmonise the recognition and treatment of settlement-based awards across different jurisdictions that adopt the UNCITRAL Model Law or similar arbitration legislation.

In summary, Article 30(2) of the UNCITRAL Model Law ensures that an award on agreed terms resulting from a settlement maintains the same procedural and legal status as any other arbitral award. This provision promotes consistency, finality, and legal certainty in the resolution of disputes through settlement within the arbitration framework.

Article 31. Form and contents of award

- (1) The award shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.**

Article 31(1) of the UNCITRAL Model Law outlines the requirements for the form and signature of arbitral awards. Here is an analysis of this provision:

1. **Written Form:** The article emphasises that an arbitral award must be made in writing. This requirement ensures that the award is documented and provides a clear record of the outcome of the arbitration.
2. **Signature Requirement:** The award must be signed by the arbitrator or arbitrators who participated in making the decision. This signature requirement contributes to the authenticity of the award and confirms the arbitrator's endorsement of the content.
3. **Multi-Arbitrator Tribunals:** In cases where the arbitral tribunal consists of multiple arbitrators, the provision allows for flexibility. Instead of requiring all members to sign the award, the signatures of the majority of all members are sufficient. This recognises the practical challenges of obtaining signatures from all members and streamlines the process.
4. **Omitted Signatures:** If a signature is omitted, the article requires that the reason for the omission be stated. This ensures transparency and accountability, and parties and enforcement authorities can understand why a signature is missing.
5. **Preservation of Integrity:** The signature requirement upholds the integrity of the arbitral process. Signatures signify that the arbitrators have reviewed and agreed with the award's content before its issuance.
6. **Finality and Binding Nature:** The signed award demonstrates the finality and binding nature of the arbitrators' decision. It signifies that the dispute has been resolved and that the decision has legal consequences.
7. **Enforceability:** The requirement for signed awards aligns with the New York Convention and other enforcement mechanisms, enabling parties to seek recognition and enforcement of the award across different jurisdictions.
8. **Transparency:** Requiring reasons for omitted signatures enhances transparency. This ensures that the absence of a signature is not arbitrary but is supported by a legitimate reason.
9. **Uniformity and Predictability:** The provision's clear guidelines contribute to uniformity in arbitral practice and predictability for parties, as they know what to expect in terms of award format and signature requirements.

In summary, Article 31(1) of the UNCITRAL Model Law establishes the necessary criteria for the form and signature of arbitral awards. By requiring awards to be in writing, signed by the arbitrators or a

majority of them with reasons for any omitted signature, the provision ensures that arbitral awards are properly documented, authentic, and capable of enforcement.

(2) The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under article 30.

Article 31(2) of the UNCITRAL Model Law addresses the requirement for an arbitral award to provide reasons for its conclusions. Here is an analysis of this provision:

1. **Reasoned Awards:** The article stipulates that arbitral awards must state the reasons upon which they are based. This requirement enhances the transparency and credibility of the arbitration process by providing parties with insights into the tribunal’s rationale behind its decision.
2. **Rationale for Decision:** Requiring reasons in the award ensures that the parties and any reviewing court or enforcement authority can understand the arbitrators’ thought process and the legal principles they applied. This supports accountability and minimises the risk of arbitrary or capricious decisions.
3. **Transparency and Legitimacy:** Providing reasons contributes to the legitimacy of the award and the arbitration process as a whole. Parties can assess the validity of the decision and understand how the tribunal evaluated the evidence and arguments presented during the proceedings.
4. **Facilitating Review and Enforcement:** Reasoned awards are more likely to be upheld upon review or enforcement, as they allow judicial bodies to evaluate the arbitrators’ reasoning and determine whether the decision is in line with applicable law.
5. **Exceptions:** The provision outlines two exceptions to the requirement for reasons: (a) when the parties have explicitly agreed that no reasons need to be provided, and (b) when the award is an “award on agreed terms” under Article 30. In the latter case, the rationale is likely evident from the parties’ agreement, so a detailed explanation may not be necessary.
6. **Party Autonomy:** The provision respects party autonomy by allowing parties to agree to waive the requirement for reasons. This acknowledges that parties may prioritise confidentiality or efficiency over detailed explanations.
7. **Avoiding Ambiguity:** Requiring reasons in most cases helps prevent ambiguity and confusion that could arise if the parties or enforcement authorities cannot ascertain the basis for the award.
8. **Legal Certainty:** Reasoned awards promote legal certainty by providing a clear basis for the tribunal’s decision, helping parties understand the outcome and their potential legal remedies.
9. **Arbitral Tribunal’s Integrity:** The provision contributes to the integrity of the arbitral tribunal by encouraging arbitrators to thoroughly consider the arguments and evidence presented before rendering their decision.

In conclusion, Article 31(2) of the UNCITRAL Model Law ensures that arbitral awards are accompanied by reasons that elucidate the tribunal’s decision-making process. This transparency supports the legitimacy of the arbitration process, assists parties in understanding the decision, and aids in the review and enforcement of awards. The provision also acknowledges party autonomy by allowing exceptions in cases where parties have agreed otherwise or when the award is based on agreed terms.

(3) The award shall state its date and the place of arbitration as determined in accordance with article 20(1). The award shall be deemed to have been made at that place.

Article 31(3) of the UNCITRAL Model Law addresses the requirements related to the date, place of arbitration, and deemed place of making the award. Here is an analysis of this provision:

1. **Date and Place of Arbitration:** The article mandates that the arbitral award must include its date and the place of arbitration as determined under Article 20(1) of the Model Law. This requirement ensures clarity regarding when and where the award was rendered.
2. **Certainty of Timing:** Specifying the date of the award is crucial for various purposes, including determining the point at which the award becomes final and the deadline for seeking any remedies such as setting aside or challenging the award.
3. **Jurisdictional Clarity:** Mentioning the place of arbitration clarifies the jurisdiction that governs the award and the arbitration proceedings. It serves as a reference point for judicial authorities and enforcement mechanisms.
4. **Deemed Place of Making the Award:** The provision states that the award shall be deemed to have been made at the place of arbitration determined under Article 20(1). This is a legal fiction to establish the legal and procedural framework governing the award’s validity, review, and enforcement.
5. **Consistency and Legal Certainty:** Designating a specific place for the award’s “making” helps establish a consistent legal framework across jurisdictions, ensuring that the award is treated in accordance with the procedural and substantive laws applicable at that place.
6. **Connection to Legal Systems:** The deemed place of making the award aligns the award with the legal system of the jurisdiction designated as the place of arbitration. This can be significant when considering challenges, enforcement, or potential annulment of the award.
7. **International Enforceability:** Designating a specific place of making the award facilitates the enforcement process, as it establishes a clear connection between the award and a particular jurisdiction where enforcement actions can be taken.
8. **Record-Keeping:** The requirement to state the date and place of arbitration assists in maintaining accurate records of the arbitration proceedings and the resulting award.
9. **Consistency with Model Law Principles:** This provision reinforces the guiding principles of the UNCITRAL Model Law, which seeks to provide a consistent legal framework for international commercial arbitration, promoting fairness and enforceability.

In summary, Article 31(3) of the UNCITRAL Model Law ensures that arbitral awards contain essential information about their date, place of arbitration, and deemed place of making. These requirements contribute to legal certainty, jurisdictional clarity, enforceability, and the effectiveness of the arbitration process.

(4) After the award is made, a copy signed by the arbitrators in accordance with paragraph (1) of this article shall be delivered to each party.

Article 31(4) of the UNCITRAL Model Law addresses the requirement for delivering a signed copy of the arbitral award to each party involved in the arbitration proceedings. Here is an analysis of this provision:

1. **Delivery of the Award:** This provision emphasises the importance of providing the parties with a signed copy of the arbitral award. The delivery of the award signifies the completion of the arbitration process and informs the parties of the outcome of their dispute.
2. **Ensuring Transparency:** By delivering a copy of the award to each party, the provision promotes transparency in the arbitration process. All parties are entitled to be informed about the decision and reasoning behind it.
3. **Finality and Legal Effect:** Delivery of the signed award is a crucial step in the finalisation of the arbitral process. It marks the point at which the award becomes legally effective and enforceable.
4. **Confirmation of the Award:** Providing each party with a signed copy of the award allows them to verify the authenticity of the award and ensures that all parties are aware of the official version of the award.
5. **Promotion of Legal Certainty:** The requirement for delivery of the signed award contributes to legal certainty, as parties have a clear record of the award's content and the decision reached by the arbitral tribunal.
6. **Right to Challenge or Enforce:** The signed copy of the award enables the parties to exercise their rights, such as challenging the award in accordance with applicable laws or seeking enforcement in relevant jurisdictions.
7. **Preservation of Due Process:** Delivery of the award ensures that parties are given the opportunity to review the final decision, ensuring that the arbitration process respects principles of due process.
8. **Aid in Enforcement:** The signed copy of the award is often a necessary document for initiating the enforcement process in various jurisdictions. It serves as evidence of the arbitral tribunal's decision and legitimacy.
9. **Adherence to Model Law Principles:** This provision aligns with the principles of the UNCITRAL Model Law by emphasising fairness, transparency, and effective communication between the parties and the arbitral tribunal.

In summary, Article 31(4) of the UNCITRAL Model Law underscores the importance of delivering a signed copy of the arbitral award to each party. This requirement contributes to transparency, legal certainty, enforcement, and the proper functioning of the arbitration process as outlined in the Model Law.

Article 32. Termination of proceedings

(1) The arbitral proceedings are terminated by the final award or by an order of the arbitral tribunal in accordance with paragraph (2) of this article.

Article 32(1) of the UNCITRAL Model Law addresses the termination of arbitral proceedings and the conditions under which such termination can occur. Here is an analysis of this provision:

1. **Termination of Proceedings:** This provision highlights two main ways in which arbitral proceedings can be terminated: (a) by the issuance of a final award and (b) by an order of the arbitral tribunal as per paragraph (2) of the article.
2. **Final Award:** The provision acknowledges that the most common way for arbitral proceedings to end is through the issuance of a final award by the arbitral tribunal. This award represents the culmination of the arbitration process and contains the tribunal's decision on the merits of the dispute.
3. **Arbitral Tribunal's Authority:** Article 32(1) recognises that the arbitral tribunal has the authority to terminate proceedings not only through the issuance of a final award but also through other orders, as provided for in paragraph (2) of the article.
4. **Flexibility:** By acknowledging that proceedings can be terminated by means other than a final award, the provision adds an element of flexibility to the arbitration process. This acknowledges that there may be specific circumstances that warrant the termination of proceedings before a final award is issued.
5. **Order of the Arbitral Tribunal:** The provision anticipates situations where the arbitral tribunal may need to issue an order to terminate the proceedings. Such orders could arise from settlement agreements, procedural matters, jurisdictional issues, or other factors that render the continuation of the proceedings unnecessary.
6. **Efficiency and Finality:** By providing the arbitral tribunal with the authority to terminate proceedings, the provision supports the efficient resolution of disputes. It also contributes to the finality of the arbitration process by allowing for clear and formal closure of the proceedings.
7. **Consistency with Arbitration Principles:** Article 32(1) aligns with the principles of party autonomy and procedural flexibility that underlie the UNCITRAL Model Law. It acknowledges that different situations may call for different methods of terminating proceedings.
8. **Procedural Safeguards:** While the provision allows for termination by order of the arbitral tribunal, it is important to note that due process and procedural fairness should be maintained even in cases where proceedings are terminated through an order.

In summary, Article 32(1) of the UNCITRAL Model Law addresses the termination of arbitral proceedings through a final award or an order of the arbitral tribunal. This provision reflects the flexibility and efficiency inherent in arbitration processes while ensuring that due process and fairness are upheld throughout the termination process.

(2) The arbitral tribunal shall issue an order for the termination of the arbitral proceedings when:

- (a) the claimant withdraws his claim, unless the respondent objects thereto and the arbitral tribunal recognizes a legitimate interest on his part in obtaining a final settlement of the dispute;**
- (b) the parties agree on the termination of the proceedings;**
- (c) the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.**

1. Article 32(2) of the UNCITRAL Model Law provides criteria under which the arbitral tribunal is required to issue an order for the termination of arbitral proceedings. Here is an analysis of this provision:
2. **Withdrawal of Claim:** Subparagraph (a) addresses the situation where the claimant voluntarily withdraws their claim. The provision ensures that if the claimant decides to withdraw, the arbitral tribunal must issue an order for termination. However, this automatic termination is subject to the respondent's objection, which can be made if the respondent has a legitimate interest in obtaining a final settlement of the dispute.
3. **Protection of Respondent's Interest:** The provision recognises the importance of protecting the respondent's interests. If the respondent believes that a final settlement is necessary for their interests, they can object to the claimant's withdrawal, preventing automatic termination.
4. **Mutual Agreement:** Subparagraph (b) covers instances where both parties mutually agree to terminate the proceedings. This underscores the principle of party autonomy, allowing parties to jointly decide on the termination of their arbitration.
5. **Unnecessary or Impossible Continuation:** Subparagraph (c) allows the arbitral tribunal to issue an order for termination if it determines that the continuation of the proceedings has become unnecessary or impossible for any other reason. This recognises that unforeseen circumstances or changes in the nature of the dispute might render the continuation of the arbitration irrelevant or unfeasible.
6. **Flexibility and Efficiency:** Article 32(2) reflects the need for flexibility in arbitration proceedings. It acknowledges that various situations can arise during the course of arbitration that may warrant the termination of proceedings in the interest of efficiency and the parties' best interests.
7. **Balancing Party Autonomy and Procedural Fairness:** While the provision allows for termination based on party agreement or the tribunal's determination, it also ensures procedural fairness. For example, the requirement for the respondent's legitimate

interest when objecting to the claimant’s withdrawal helps strike a balance between party autonomy and the need to protect both sides’ rights.

8. **Supporting Efficient Resolution:** The provision contributes to the efficient resolution of disputes by providing clear guidelines for the termination of proceedings. This can prevent unnecessary delays and costs associated with continuing arbitration in situations where it may no longer serve its purpose.
9. **Maintaining Finality:** By providing a structured process for the termination of proceedings, Article 32(2) contributes to the finality of arbitration. Once the proceedings are terminated, parties can move forward with certainty.

In summary, Article 32(2) of the UNCITRAL Model Law outlines scenarios where the arbitral tribunal is required to issue an order for the termination of arbitral proceedings. It reflects the principles of flexibility, party autonomy, procedural fairness, and efficiency that are central to the arbitration process.

(3) The mandate of the arbitral tribunal terminates with the termination of the arbitral proceedings, subject to the provisions of articles 33 and 34(4).

Article 32(3) of the UNCITRAL Model Law addresses the termination of the arbitral tribunal’s mandate in relation to the termination of arbitral proceedings. Let us analyse this provision:

1. **Mandate Termination:** This article specifies that the mandate of the arbitral tribunal automatically terminates along with the termination of the arbitral proceedings. This termination ensures that the tribunal’s authority and responsibilities are concluded once the dispute resolution process comes to an end.
2. **Consistency with Termination of Proceedings:** The provision aligns the termination of the arbitral tribunal’s mandate with the termination of the proceedings. This coherence prevents any lingering authority of the tribunal after the proceedings have concluded, ensuring clarity in the resolution process.
3. **Finality and Closure:** By associating the termination of the tribunal’s mandate with the conclusion of proceedings, Article 32(3) reinforces the principle of finality in arbitration. Once the proceedings and the tribunal’s mandate are terminated, the parties can consider the dispute resolved and move forward with certainty.
4. **Exceptions under Articles 33 and 34(4):** The provision includes a reference to articles 33 and 34(4), indicating that there are certain situations in which the termination of the arbitral tribunal’s mandate might not be automatic. These articles likely address instances involving challenges to an arbitrator’s independence or the setting aside of an award.
5. **Closure of Arbitration Process:** Article 32(3) contributes to the closure of the entire arbitration process. It signals the end of the tribunal’s role in the dispute and emphasises the completion of the dispute resolution mechanism.

6. **Organisational Efficiency:** The automatic termination of the tribunal’s mandate simplifies the administrative aspect of the arbitration process. It eliminates the need for further administrative actions to conclude the tribunal’s involvement.
7. **Interplay with Other Provisions:** While this provision clarifies the general rule of mandate termination, it also recognises that exceptions may exist under Articles 33 and 34(4). These exceptions provide a more comprehensive understanding of the termination process in complex situations.

In summary, Article 32(3) of the UNCITRAL Model Law ensures that the mandate of the arbitral tribunal comes to an end when the arbitral proceedings are terminated. It promotes the principles of finality, efficiency, and closure in the arbitration process while acknowledging potential exceptions outlined in other articles.

Article 33. Correction and interpretation of award; additional award

(1) Within thirty days of receipt of the award, unless another period of time has been agreed upon by the parties:

(a) a party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors or any errors of similar nature;

(b) if so agreed by the parties, a party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award.

If the arbitral tribunal considers the request to be justified, it shall make the correction or give the interpretation within thirty days of receipt of the request. The interpretation shall form part of the award.

Article 33(1) of the UNCITRAL Model Law outlines the process for requesting corrections and interpretations of an arbitral award. Let us analyse this provision:

1. **Correction of Errors:** Article 33(1)(a) permits a party to request the arbitral tribunal to correct errors in the award, such as computational errors, clerical mistakes, or typographical errors. This provision acknowledges that minor errors might occur in the award, and parties have the right to seek their rectification.
2. **Request for Interpretation:** Under Article 33(1)(b), parties can request the tribunal to provide an interpretation of a specific point or part of the award. This facilitates clarity in understanding the award’s reasoning and decision-making, particularly when there might be ambiguity or uncertainty.
3. **Timely Request:** The provision establishes a time frame of thirty days for making such requests from the receipt of the award. This timeframe ensures that parties have a reasonable period to review the award, identify any potential errors or ambiguities, and seek corrections or clarifications promptly.
4. **Notice to Other Party:** The requesting party is required to notify the other party about its intention to seek corrections or interpretations. This notice provision promotes

transparency and allows both parties to be aware of the request and participate in the subsequent process if necessary.

5. **Tribunal's Response:** If the arbitral tribunal deems the request to be justified, it is obligated to respond within thirty days. This timeframe is designed to maintain the efficiency of the arbitration process while ensuring that corrections and interpretations are addressed in a reasonable period.
6. **Incorporation of Interpretation:** If the tribunal decides to provide an interpretation, the provision states that the interpretation will become part of the award. This ensures that any clarifications or explanations given by the tribunal are formally recorded within the award itself.
7. **Party Autonomy:** The provision underscores the importance of party autonomy by allowing them to agree on the period within which correction requests and interpretation requests must be made. This flexibility enables parties to tailor the process to their specific needs and circumstances.
8. **Balancing Finality and Accuracy:** Article 33(1) strikes a balance between the finality of arbitral awards and the need to rectify errors or provide clarifications. It allows corrections and interpretations to be made without unduly reopening the entire arbitration process.

In summary, Article 33(1) of the UNCITRAL Model Law offers a structured framework for parties to seek corrections and interpretations of arbitral awards. It balances the principles of finality and accuracy while providing a reasonable process for addressing errors and ambiguities that may arise in the awards.

(2) The arbitral tribunal may correct any error of the type referred to in paragraph (1)(a) of this article on its own initiative within thirty days of the date of the award.

Article 33(2) of the UNCITRAL Model Law addresses the authority of the arbitral tribunal to correct errors in the award without a specific request from the parties. Let us analyse this provision:

1. **Correction Authority:** Article 33(2) grants the arbitral tribunal the authority to identify and correct errors of the nature mentioned in Article 33(1)(a) (such as computational, clerical, or typographical errors) on its own initiative. This provision ensures that errors can be rectified promptly, even if the parties have not formally requested such corrections.
2. **Time Limit:** The provision establishes a timeframe of thirty days from the date of the award within which the arbitral tribunal may exercise its authority to make corrections. This timeframe is in line with the efficiency and timeliness considerations that underlie arbitral proceedings.
3. **Ensuring Accuracy:** Allowing the tribunal to correct errors on its own initiative contributes to the overall accuracy of the award. It prevents minor mistakes from remaining in the final award, which could potentially lead to confusion or misinterpretation later.

4. **Promotion of Finality:** By specifying a limited time frame for the tribunal to exercise this authority, the provision strikes a balance between correcting errors and upholding the finality of the award. This reflects the fundamental principle of arbitration that awards should be binding and enforceable once issued.
5. **Clarity and Efficiency:** Article 33(2) contributes to the efficiency of the arbitration process by enabling the tribunal to promptly address errors it becomes aware of, without the need for formal requests from the parties. This ensures that the award accurately reflects the tribunal's intended decision.
6. **Consistency:** Allowing the tribunal to correct errors on its own initiative promotes consistency in the awards it issues. It ensures that errors of a similar nature are treated consistently across different cases, avoiding potential disparities in the interpretation of different awards.
7. **Party Autonomy:** While the provision empowers the tribunal to correct errors on its own initiative, parties still retain the ability to request corrections under Article 33(1)(a). This maintains the balance between party autonomy and tribunal authority.

In conclusion, Article 33(2) of the UNCITRAL Model Law empowers the arbitral tribunal to correct errors of a specific nature on its own initiative, within a defined timeframe. This provision contributes to the accuracy and reliability of arbitral awards while maintaining the principle of finality in arbitration.

(3) Unless otherwise agreed by the parties, a party, with notice to the other party, may request, within thirty days of receipt of the award, the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award. If the arbitral tribunal considers the request to be justified, it shall make the additional award within sixty days.

Article 33(3) of the UNCITRAL Model Law addresses the process by which a party can request an additional award for claims that were presented in the arbitral proceedings but omitted from the initial award. Let us analyse this provision:

1. **Supplementary Awards:** This provision grants a party the right to request the arbitral tribunal to issue an additional award on claims that were presented in the arbitral proceedings but were not addressed in the initial award. This ensures that all relevant claims are resolved and avoids the need for separate proceedings to address the omitted claims.
2. **Time Limit:** The provision establishes a timeframe of thirty days from the receipt of the award within which a party can make such a request. This timeframe is aligned with the general principle of timeliness in arbitration proceedings, encouraging parties to promptly raise issues that may have been omitted.
3. **Notice to Other Party:** The provision requires the requesting party to provide notice to the other party about its intention to request an additional award. This notice ensures transparency and gives the other party an opportunity to respond or contest the request if necessary.

4. **Tribunal's Discretion:** The arbitral tribunal has the authority to decide whether the request for an additional award is justified. If the tribunal considers the request to be justified, it must issue the additional award within sixty days. This timeframe promotes efficiency in the resolution process.
5. **Preventing Incomplete Resolutions:** Article 33(3) prevents the risk of leaving parties with unresolved claims, as it provides a mechanism for addressing claims that were unintentionally omitted from the initial award.
6. **Preservation of Party Autonomy:** The provision respects party autonomy by allowing parties to agree on a different process for requesting additional awards. However, in the absence of such an agreement, the prescribed process under this provision applies.
7. **Efficiency and Finality:** By allowing parties to request additional awards for omitted claims within a defined time frame, the provision contributes to the efficiency of the arbitration process and the finality of awards. It promotes the goal of conclusively resolving disputes.
8. **Balancing Flexibility and Control:** The provision strikes a balance between allowing parties to seek additional awards for omitted claims and maintaining control over the process by empowering the tribunal to determine the justification for such requests.

In summary, Article 33(3) of the UNCITRAL Model Law establishes a framework for parties to request additional awards for claims that were presented in the arbitral proceedings but omitted from the initial award. This provision serves to promote completeness, efficiency, and fairness in the resolution of disputes through arbitration.

(4) The arbitral tribunal may extend, if necessary, the period of time within which it shall make a correction, interpretation or an additional award under paragraph (1) or (3) of this article.

Article 33(4) of the UNCITRAL Model Law provides the arbitral tribunal with the authority to extend the period of time within which it must make a correction, interpretation, or an additional award under Article 33(1) or (3). Let us analyse this provision:

1. **Flexibility:** This provision recognises that certain circumstances might arise that could warrant an extension of the time limit prescribed in Article 33(1) or (3). Such circumstances could include complex cases, unexpected developments, or the need for further information or clarification.
2. **Tribunal's Discretion:** The decision to grant an extension of time is left to the discretion of the arbitral tribunal. This discretion ensures that the tribunal can assess the specific situation and determine whether an extension is warranted.
3. **Efficient Process:** Allowing the tribunal to extend the time limit promotes the efficient and effective resolution of the dispute. It acknowledges that rigid time limits might not always be practical or conducive to producing fair and well-reasoned corrections, interpretations, or additional awards.
4. **Balancing Interests:** The provision seeks to balance the interests of timeliness with the need for thorough and well-considered decisions. It acknowledges that in some cases, an

extension might be necessary to ensure that the arbitral tribunal can adequately address the issues at hand.

5. **Preserving Due Process:** By granting the tribunal the authority to extend time limits, the provision helps ensure that parties are given sufficient opportunity to present their cases and that the tribunal can make informed and just decisions.
6. **Finality and Certainty:** While the provision allows for an extension of time, it also emphasises that the process should not be unnecessarily prolonged. This balance ensures that the arbitration process maintains an appropriate level of finality and predictability.
7. **Non-Interference with Tribunal's Role:** Article 33(4) respects the arbitral tribunal's role as the decision-maker and manager of the arbitration process. It acknowledges that the tribunal is in the best position to assess whether an extension is necessary and reasonable.

In summary, Article 33(4) of the UNCITRAL Model Law provides the arbitral tribunal with the discretion to extend the period of time for making corrections, interpretations, or additional awards under Article 33(1) or (3). This flexibility allows the tribunal to adapt to the specific circumstances of each case while still ensuring an efficient and fair arbitration process.

(5) The provisions of article 31 shall apply to a correction or interpretation of the award or to an additional award.

Article 33(5) of the UNCITRAL Model Law stipulates that the provisions of Article 31 shall apply to a correction or interpretation of the award or to an additional award. Let us analyse this provision:

1. **Reference to Article 31:** Article 31 of the UNCITRAL Model Law pertains to the form and content of arbitral awards. Article 33(5) makes a cross-reference to Article 31, indicating that the requirements and principles outlined in Article 31 are applicable to corrections, interpretations, or additional awards made under Article 33(1) or (3).
2. **Consistency in Formalities:** This provision emphasises the importance of maintaining consistency in the formalities and standards governing the arbitration process. It ensures that corrections, interpretations, or additional awards adhere to the same level of quality and detail as the original award.
3. **Transparency and Fairness:** By applying the provisions of Article 31 to corrections, interpretations, or additional awards, Article 33(5) contributes to transparency and fairness in the arbitration process. Parties can expect that the same rules that govern the original award also apply to subsequent modifications or clarifications.
4. **Uniformity:** The application of the same set of rules to corrections, interpretations, or additional awards helps maintain uniformity and predictability in the arbitration proceedings. This consistency is essential for ensuring that parties are treated fairly and that their expectations are met.

5. Clarity in Procedure: Applying Article 31 to corrections, interpretations, or additional awards helps clarify the procedural aspects of making such modifications. This clarity is beneficial for both the arbitral tribunal and the parties involved.
6. Avoiding Confusion: Since corrections, interpretations, or additional awards are integral parts of the arbitral process, aligning them with the provisions of Article 31 prevents any confusion or ambiguity regarding the procedural requirements and contents of such modifications.

In summary, Article 33(5) of the UNCITRAL Model Law ensures that the provisions outlined in Article 31, which concern the form and content of arbitral awards, apply to corrections, interpretations, or additional awards made under Article 33(1) or (3). This consistency supports transparency, fairness, and predictability in the arbitration process, benefiting both the parties and the arbitral tribunal.

CHAPTER VII. RECOURSE AGAINST AWARD

Article 34. Application for setting aside as exclusive recourse against arbitral award

- (1) Recourse to a court against an arbitral award may be made only by an application for setting aside in accordance with paragraphs (2) and (3) of this article.**

Article 34(1) of the UNCITRAL Model Law establishes the process for challenging an arbitral award by recourse to a court. Let us analyse this provision:

1. **Limitation on Recourse:** Article 34(1) restricts the avenues through which a party can challenge an arbitral award. It specifies that recourse to a court can only be sought through the specific process of filing an application for setting aside as outlined in paragraphs (2) and (3) of the same article.
2. **Judicial Review:** This provision reflects the principle of limited judicial intervention in arbitration matters. It underscores the importance of preserving the finality of arbitral awards and the principle of party autonomy in choosing arbitration as a dispute resolution method.
3. **Uniform Process:** By mandating that challenges to arbitral awards must follow the prescribed process, Article 34(1) ensures a uniform and predictable approach to seeking recourse against arbitral awards. This consistency is crucial for maintaining the integrity and effectiveness of the arbitration process.
4. **Legal Grounds for Challenge:** The requirement of an application for setting aside, as elaborated in paragraphs (2) and (3), provides specific legal grounds upon which an award can be challenged. This reinforces the idea that only valid legal reasons can be invoked for seeking the annulment of an arbitral award.
5. **Preservation of Finality:** By allowing recourse only through the defined process, Article 34(1) prevents parties from engaging in multiple forms of legal challenges or appeals, thereby preserving the finality of arbitral awards. This is in line with the goal of arbitration as an efficient and binding method of dispute resolution.
6. **Balanced Approach:** While Article 34(1) limits the scope of recourse, it also maintains a balance between the need for limited judicial intervention and the right of parties to seek relief if there are valid grounds for setting aside an award. This helps avoid excessive interference while still providing a mechanism for addressing potential errors.

In summary, Article 34(1) of the UNCITRAL Model Law establishes that recourse to a court against an arbitral award can only be sought through an application for setting aside, as detailed in subsequent paragraphs. This provision aims to strike a balance between preserving the finality of arbitral awards and allowing parties to seek redress when there are legitimate legal grounds for challenging the award.

- (2) An arbitral award may be set aside by the court specified in article 6 only if:
- (a) the party making the application furnishes proof that:
 - (i) a party to the arbitration agreement referred to in article 7 was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of this State; or
 - (ii) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or
 - (iii) the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the award which contains decisions on matters not submitted to arbitration may be set aside; or
 - (iv) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Law from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Law; or
 - (b) the court finds that:
 - (i) the subject-matter of the dispute is not capable of settlement by arbitration under the law of this State; or
 - (ii) the award is in conflict with the public policy of this State.

Article 34(2) of the UNCITRAL Model Law outlines the grounds upon which an arbitral award can be set aside by a court. Let us analyse this provision:

1. Limited Grounds for Setting Aside: Article 34(2) establishes specific and limited grounds upon which an arbitral award may be set aside by a court. These grounds serve as the legal framework for challenging the validity of an award, emphasising the importance of maintaining the finality of arbitral decisions.
2. Grounds for Setting Aside:
 - a. Incapacity or Invalidity of Arbitration Agreement (a)(i): An award may be set aside if the party making the application provides proof that a party to the arbitration agreement was incapacitated, or the agreement itself is not valid under the law chosen by the parties or under the law of the state where the arbitration occurred.
 - b. Lack of Proper Notice or Inability to Present Case (a)(ii): The award can be challenged if the applying party was not given proper notice of arbitrator appointment or proceedings, or if they were unable to present their case due to certain circumstances.

- c. Exceeding Scope of Submission to Arbitration (a)(iii): If the award addresses a dispute not covered by the arbitration agreement or contains decisions beyond the scope of the agreement, the relevant part of the award may be set aside.
 - d. Non-compliance with Arbitration Agreement or Procedure (a)(iv): The composition of the arbitral tribunal or the procedure must adhere to the agreement of the parties or the provisions of the Model Law, unless the agreement conflicts with non-derogable provisions of the Model Law.
 - e. Subject-Matter Incapable of Settlement (b)(i): The award can be set aside if the subject-matter of the dispute is not suitable for arbitration under the law of the state where the challenge is brought.
 - f. Conflict with Public Policy (b)(ii): The court can set aside an award if it finds that the award violates the public policy of the state where the challenge is brought.
3. Procedural Nature: The provision is procedural in nature, as it outlines the conditions under which a court can set aside an award. It ensures that such actions are based on legal reasons rather than a general dissatisfaction with the outcome of the arbitration.
 4. Balance between Finality and Review: Article 34(2) strikes a balance between the finality of arbitral awards and the need for limited judicial review. It provides clear and specific grounds that must be met for a court to intervene in an arbitral award, safeguarding the principle of party autonomy in choosing arbitration.
 5. Challenges to Awards: This provision helps maintain trust in the arbitration process by allowing recourse to a court only under well-defined circumstances. It discourages parties from using judicial review as a means to reopen disputes already resolved through arbitration.
 6. Protecting Public Policy and Legitimate Expectations: The provision reflects the importance of both safeguarding public policy and ensuring that parties' legitimate expectations are met in the arbitration process.

In summary, Article 34(2) of the UNCITRAL Model Law outlines the specific grounds on which a court can set aside an arbitral award. By limiting challenges to well-defined legal reasons, this provision promotes the finality of arbitral awards while providing a structured process for reviewing award validity in specific circumstances.

(3) An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the award or, if a request had been made under article 33, from the date on which that request had been disposed of by the arbitral tribunal.

Article 34(3) of the UNCITRAL Model Law establishes a time limit within which an application for setting aside an arbitral award must be made. Here is an analysis of this provision:

1. Time Limit for Application: Article 34(3) specifies that any application to set aside an arbitral award must be submitted within three months from a particular triggering event.

The triggering event varies depending on whether a request for correction, interpretation, or additional award under Article 33 has been made.

2. **Finality of Awards:** This time limit serves to promote the finality of arbitral awards. By setting a relatively short period for parties to challenge an award, the Model Law aims to prevent prolonged uncertainty and delay in the resolution of disputes.
3. **Clarity in Time Frame:** The provision provides clear guidance on when the clock starts ticking for the application period. If a request for correction, interpretation, or additional award is made under Article 33, the three-month period starts from the date when that request is disposed of by the arbitral tribunal. If no such request is made, the period starts from the date the party receives the award.
4. **Balancing Interests:** The provision strikes a balance between the need for finality and the parties' right to challenge an award on valid grounds. It prevents parties from indefinitely delaying the resolution process while still allowing a reasonable time frame for them to assess whether there are valid grounds to set aside the award.
5. **Predictability and Legal Certainty:** By clearly specifying the time limit, Article 34(3) contributes to the predictability and legal certainty of the arbitration process. Parties can plan their actions and responses accordingly, knowing that the window for challenging an award has a defined timeframe.
6. **Avoiding Stale Claims:** The provision helps prevent stale claims by requiring parties to promptly decide whether to challenge an award. This avoids situations where parties wait for extended periods before attempting to set aside an award, which could compromise the finality and integrity of the arbitration process.
7. **Judicial Efficiency:** The time limit enhances judicial efficiency by encouraging parties to raise any objections or challenges to the award within a reasonable period. This allows courts to address challenges more promptly and prevent undue backlogs in their caseload.

In summary, Article 34(3) of the UNCITRAL Model Law establishes a clear time limit for submitting applications to set aside arbitral awards. This provision aims to strike a balance between the finality of awards and the parties' right to challenge them, while also promoting predictability, legal certainty, and judicial efficiency in the arbitration process.

(4) The court, when asked to set aside an award, may, where appropriate and so requested by a party, suspend the setting aside proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitral tribunal's opinion will eliminate the grounds for setting aside.

Article 34(4) of the UNCITRAL Model Law addresses the authority of a court to suspend setting aside proceedings and allow the arbitral tribunal an opportunity to address the grounds for setting aside an award. Here is an analysis of this provision:

1. **Resolving Deficiencies:** Article 34(4) provides an avenue for parties to address deficiencies or issues that led to the request for setting aside an arbitral award. This provision

recognises that in some cases, it may be more efficient and fair to allow the arbitral tribunal to rectify or clarify matters that led to the challenge.

2. **Promotion of Party Autonomy:** This provision aligns with the principle of party autonomy in arbitration. It allows parties to have a say in the course of the arbitration proceedings even after an award has been issued, potentially avoiding the need for judicial intervention if the arbitral tribunal can rectify the issues.
3. **Avoidance of Judicial Overreach:** The provision recognises that the arbitral tribunal is often better suited to address certain issues, such as factual clarifications or procedural errors, that may have contributed to the grounds for setting aside. This mechanism can help avoid unnecessary judicial intervention in matters that can be effectively resolved within the arbitration process.
4. **Efficiency and Expediency:** Suspending setting aside proceedings can lead to more efficient resolution of disputes. If the arbitral tribunal can address the concerns and rectify any deficiencies promptly, this can avoid the delay and costs associated with a formal court proceeding to set aside an award.
5. **Encouragement of Finality:** By giving the arbitral tribunal an opportunity to address issues that led to the challenge, the provision reinforces the principle of finality of awards. Parties are encouraged to exhaust available remedies within the arbitration process before resorting to court intervention.
6. **Balancing Interests:** While the provision grants the court the discretion to suspend setting aside proceedings, it does so upon the request of a party and only where appropriate. This ensures a balance between providing an opportunity for the arbitral tribunal to rectify issues and respecting the parties' rights to challenge an award.
7. **Protecting the Integrity of Arbitration:** Allowing the arbitral tribunal to address issues that may have led to a challenge helps maintain the integrity of the arbitration process. It reflects the belief that the tribunal, which is intimately familiar with the case, is in the best position to correct procedural or factual errors.

In conclusion, Article 34(4) of the UNCITRAL Model Law provides a mechanism for courts to suspend setting aside proceedings and allow the arbitral tribunal to address the grounds for setting aside an award. This provision promotes efficiency, party autonomy, and the principle of finality while safeguarding the integrity of the arbitration process.

CHAPTER VIII. RECOGNITION AND ENFORCEMENT OF AWARDS

Article 35. Recognition and enforcement

- (1) An arbitral award, irrespective of the country in which it was made, shall be recognized as binding and, upon application in writing to the competent court, shall be enforced subject to the provisions of this article and of article 36.**

Article 35(1) of the UNCITRAL Model Law outlines the principle of the recognition and enforcement of arbitral awards. Here is an analysis of this provision:

1. **Universal Recognition:** This article underscores the global acceptance of arbitral awards by stipulating that an award, regardless of the country where it was rendered, should be recognised as binding. This reflects the principle of treating arbitral awards on par with court judgments, facilitating international commerce and the enforcement of parties' rights.
2. **Enforcement Mechanism:** The provision also establishes the enforcement process by requiring an interested party to apply in writing to the competent court for the enforcement of the arbitral award. This emphasises the formal procedure involved in seeking enforcement and provides a clear path for parties seeking to enforce an award.
3. **Importance of Competent Court:** The concept of applying to the competent court is crucial. It ensures that enforcement is carried out through a legal framework and under the jurisdiction of the appropriate judicial authority. This helps prevent arbitrary enforcement actions and safeguards due process.
4. **Subject to Provisions:** The recognition and enforcement of arbitral awards are subject not only to the provisions of Article 35 but also to those of Article 36. Article 36 deals with the grounds for refusing recognition or enforcement of an award, addressing circumstances under which enforcement may be denied.
5. **Efficiency and Finality:** Article 35(1) advances the efficiency of arbitration by allowing parties to benefit from an award's enforceability across jurisdictions. This encourages parties to comply with their obligations and helps achieve finality in disputes, as an enforceable award provides an effective resolution.
6. **Harmonising International Arbitration:** This provision aligns with the broader efforts to harmonise international arbitration practices. The recognition and enforcement of awards are fundamental to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958), facilitating the enforcement of awards in over 160 countries.
7. **Enhancing Arbitration's Credibility:** By recognising and enforcing awards, the provision contributes to enhancing the credibility of arbitration as an effective and reliable alternative to traditional litigation. This encourages parties to choose arbitration for dispute resolution.
8. **Balance of Interests:** While emphasising the enforceability of awards, the provision maintains a balance by subjecting enforcement to specific procedures and potential

grounds for refusal. This prevents unjust enforcement actions that might undermine the principle of due process.

In conclusion, Article 35(1) of the UNCITRAL Model Law reflects the fundamental principle of recognising and enforcing arbitral awards globally. It outlines the formal procedure for seeking enforcement, reinforces the principle of treating arbitral awards as binding, and ensures that enforcement is carried out in accordance with established legal mechanisms.

(2) The party relying on an award or applying for its enforcement shall supply the original award or a copy thereof. If the award is not made in an official language of this State, the court may request the party to supply a translation thereof into such language.⁵

Article 35(2) of the UNCITRAL Model Law addresses the procedural requirements related to supplying and, if necessary, translating an arbitral award when relying on it for recognition or enforcement. Here is an analysis of this provision:

1. **Submission of Award:** This article emphasises that the party seeking to rely on or enforce an arbitral award must provide the original award or a copy of it. This requirement ensures that the court tasked with recognition or enforcement has access to the award, enabling it to review and assess the award's validity and appropriateness for enforcement.
2. **Copy as Evidence:** Providing a copy of the award serves as evidence of the existence of the award and its terms. This is important for the court to verify the authenticity and content of the award, and it also enables the court to make informed decisions regarding enforcement.
3. **Translation Requirement:** The provision recognises that awards might not always be in an official language of the state where recognition or enforcement is sought. In such cases, the court is given the authority to request the party to provide a translation of the award into the official language of that state. This requirement ensures that the court and the interested parties can fully comprehend the award's content and implications.
4. **Ensuring Clarity and Understanding:** Requiring translations is important for achieving clarity and understanding, especially when the award is in a language unfamiliar to the jurisdiction where recognition or enforcement is being sought. Translations enable the court to accurately assess the award's implications and make informed decisions.
5. **Preserving Due Process:** The translation requirement helps maintain due process, as it ensures that all parties involved have a fair opportunity to understand the award's terms, participate in proceedings, and present their arguments effectively, even if they are not familiar with the language in which the award is originally written.
6. **Standardising Enforcement Process:** This provision contributes to standardising the enforcement process across different jurisdictions. It prevents potential obstacles arising from language barriers, making enforcement procedures more predictable and uniform.

⁵ The conditions set forth in this paragraph are intended to set maximum standards. It would, thus, not be contrary to the harmonization to be achieved by the model law if a State retained even less onerous conditions.

7. **Balancing Efficiency and Fairness:** While the provision promotes efficiency in the recognition and enforcement process, it also ensures fairness by accommodating different languages and linguistic diversity, which is common in international disputes.

In summary, Article 35(2) of the UNCITRAL Model Law ensures transparency, clarity, and accessibility in the recognition and enforcement of arbitral awards. It requires parties to provide the original award or a copy and, if necessary, a translation, to facilitate the court's understanding of the award's terms and implications. This provision strikes a balance between efficiency and fairness in the enforcement process.

Article 36. Grounds for refusing recognition or enforcement

- (1) Recognition or enforcement of an arbitral award, irrespective of the country in which it was made, may be refused only:**
 - (a) at the request of the party against whom it is invoked, if that party furnishes to the competent court where recognition or enforcement is sought proof that:**
 - (i) a party to the arbitration agreement referred to in article 7 was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or**
 - (ii) the party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or**
 - (iii) the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted,**

that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced; or

(iv) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

(v) the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made; or

(b) if the court finds that:

(i) the subject-matter of the dispute is not capable of settlement by arbitration under the law of this State; or

(ii) the recognition or enforcement of the award would be contrary to the public policy of this State.

Article 36(1) of the UNCITRAL Model Law outlines the grounds on which the recognition or enforcement of an arbitral award may be refused. This provision establishes a limited scope for refusal, emphasising the pro-enforcement stance of international arbitration while allowing for certain exceptional circumstances. Here is an analysis of this article:

1. Limited Grounds for Refusal: Article 36(1) establishes a clear and specific set of grounds on which recognition or enforcement of an arbitral award can be refused. This is in line with the principle of minimising court interference and promoting the enforceability of arbitral awards.
2. Request for Refusal: Recognition or enforcement can only be refused at the request of the party against whom the award is invoked. This ensures that the party seeking to avoid enforcement bears the burden of proving the existence of one or more of the specified grounds.
3. Incapacity or Invalid Arbitration Agreement: Paragraph (a)(i) and (a)(ii) deal with situations where there is an incapacity of a party or where the arbitration agreement is not valid. This may arise if a party to the arbitration agreement lacked legal capacity or if the agreement itself is not enforceable under the applicable law.
4. Improper Notice or Inability to Present Case: Paragraph (a)(ii) safeguards the principle of due process by allowing refusal if a party was not properly notified of the arbitration proceedings or was otherwise unable to present its case. This prevents enforcement based on awards where a party's fundamental rights were compromised.
5. Scope of Submission to Arbitration: Paragraph (a)(iii) allows for refusal if the award deals with a dispute not contemplated by the submission to arbitration or contains decisions on matters beyond the scope of the submission. However, if these issues can be separated, the part of the award relating to the submitted matters can still be enforced.

6. Non-compliance with Arbitral Procedure: Paragraph (a)(iv) covers situations where the composition of the arbitral tribunal or the arbitral procedure was not in line with the parties' agreement or with the law of the place where arbitration occurred.
7. Binding Nature of the Award: Paragraph (a)(v) stipulates that enforcement can be refused if the award has not yet become binding on the parties or if it has been set aside or suspended by a court in the jurisdiction where the award was made. This ensures that only final and valid awards are enforced.
8. Incompatibility with Local Law and Public Policy: Paragraph (b) covers situations where the subject-matter of the dispute is not capable of settlement by arbitration under the local law or if enforcing the award would be contrary to the public policy of the jurisdiction.
9. Balancing Enforcement and Safeguarding Rights: The provision strikes a balance between upholding the finality of arbitral awards and protecting parties' rights and due process. It ensures that the enforcement process is not abused while also maintaining the integrity of the arbitration process.

In summary, Article 36(1) of the UNCITRAL Model Law establishes a limited and well-defined set of grounds for refusing the recognition or enforcement of arbitral awards. This approach aims to promote the enforcement of awards while also addressing exceptional circumstances that could justify refusal based on due process, scope, legality, and public policy considerations.

(2) If an application for setting aside or suspension of an award has been made to a court referred to in paragraph (1)(a)(v) of this article, the court where recognition or enforcement is sought may, if it considers it proper, adjourn its decision and may also, on the application of the party claiming recognition or enforcement of the award, order the other party to provide appropriate security.

Article 36(2) of the UNCITRAL Model Law provides for a specific scenario where an application for setting aside or suspension of an arbitral award has been made in the country where the award was issued. This article addresses the impact of such an application on the recognition or enforcement proceedings in another country. Let us break down its key points:

1. Adjourment of Decision: When an application for setting aside or suspension of an arbitral award has been made to a court in accordance with the grounds outlined in Article 36(1)(a)(v) – such as the award not yet being binding or having been set aside or suspended – the court where recognition or enforcement is sought has the discretion to adjourn its decision. This acknowledges the principle of international comity, allowing the court to await the outcome of the domestic proceedings where the award was issued.
2. Preserving Parties' Rights: By allowing the court to adjourn its decision, the article recognises the importance of harmonising proceedings in different jurisdictions and ensuring that the decision in one country does not undermine the legal process in another. This helps to preserve the integrity of both the arbitration and enforcement processes.

3. **Ordering Security:** The article also grants the court the authority, upon the application of the party seeking recognition or enforcement of the award, to order the other party to provide appropriate security. This provision protects the interests of the party seeking recognition or enforcement in case the outcome of the setting aside or suspension proceedings is uncertain. It ensures that, while proceedings are pending, the party seeking enforcement is not left without recourse if the award is ultimately upheld.
4. **Balancing Interests:** This article strikes a balance between the interests of the party seeking recognition or enforcement and the interests of the party contesting the award. It acknowledges that while the principle of enforcing arbitral awards should be upheld, it is also important to address situations where the validity of the award is under challenge in its originating jurisdiction.
5. **Procedural Flexibility:** The article provides a mechanism for the court where recognition or enforcement is sought to adjust its proceedings based on the developments in the jurisdiction where the award was made. This ensures that the court can make an informed decision that aligns with the resolution of the setting aside or suspension proceedings.

In summary, Article 36(2) of the UNCITRAL Model Law addresses the situation when an application for setting aside or suspension of an arbitral award has been made in the country of origin. It gives the court where recognition or enforcement is sought the discretion to adjourn its decision and the authority to order security to protect the interests of the party seeking recognition or enforcement. This article underscores the need for cooperation and coordination between courts in different jurisdictions to maintain the integrity of the arbitral process and ensure a fair resolution for all parties involved.



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