



## **AI COMMENTARY: CHINESE ARBITRATION LAW 1994**

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](mailto:s.dilevka@galadarilaw.com).

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November 2023

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## AI COMMENTARY ON ARBITRATION LAW OF THE PEOPLE'S REPUBLIC OF CHINA

### Arbitration Law of the People's Republic of China

#### Chapter I General Provisions

##### Article 1

**This Law is formulated for the purpose of ensuring the impartial and prompt arbitration of economic disputes, protecting the legitimate rights and interests of the parties, and guaranteeing the sound development of the socialist market economy.**

Article 1 of the Chinese Arbitration Law highlights the fundamental objectives and principles underlying the establishment of the law. The article serves as an introductory statement, providing the context and rationale for the law's formulation. Let us break down the key points in this article:

1. **Purpose:** The primary purpose of the Chinese Arbitration Law is to ensure the impartial and timely resolution of economic disputes through arbitration. This underscores the importance of having a well-defined and efficient arbitration process in place to address conflicts related to economic matters.
2. **Impartiality:** The mention of "impartial arbitration" emphasises the principle that the arbitration process should be fair, unbiased, and neutral. Impartiality is crucial to maintaining the integrity of the arbitration system and ensuring that both parties have equal access to a fair resolution.
3. **Promptness:** The article highlights the need for prompt arbitration. This reflects the idea that arbitration should be efficient and timely in order to avoid unnecessary delays in resolving disputes. Timely resolutions are especially important in economic matters where uncertainties and delays could impact businesses, investments, and market stability.
4. **Protection of Rights and Interests:** The article also underscores the importance of protecting the legitimate rights and interests of the parties involved in the arbitration process. This ensures that the arbitration process upholds the rights of all parties and prevents any party from being unfairly disadvantaged.
5. **Socialist Market Economy:** The article acknowledges the broader economic context in which the law operates – the socialist market economy of China. This implies that the law is aligned with the economic principles and policies of China's socialist market system. The goal is to support the development of a market-oriented economy while maintaining social and economic stability.

In summary, Article 1 of the Chinese Arbitration Law sets the tone for the entire legal framework by emphasising the goals of impartial and timely arbitration, protection of parties' rights, and alignment with the socialist market economy. These principles are meant to guide the subsequent articles of the law and the overall functioning of the arbitration process in China.

## Article 2

**Disputes arising out of contracts and other disputes relating to rights and interests in property between citizens, legal persons and other organizations that are equal subjects may be submitted to arbitration.**

Article 2 of the Chinese Arbitration Law outlines the scope of disputes that can be submitted to arbitration. It provides clarity on the types of conflicts that fall within the jurisdiction of the arbitration process. Let us break down the key elements of this article:

1. **Dispute Types:** The article specifies that disputes falling under two broad categories can be submitted to arbitration:
  - a. **Disputes Arising Out of Contracts:** This category encompasses conflicts that arise from contractual relationships. These could involve agreements between individuals, legal entities, or other organisations. Contractual disputes might include issues related to non-compliance with contract terms, payment disputes, breach of obligations, and more.
  - b. **Other Disputes Relating to Rights and Interests in Property:** This category includes disputes that pertain to property rights and interests, beyond just contractual matters. It covers conflicts involving ownership, usage, possession, or other rights related to property, whether tangible or intangible.
2. **Parties Involved:** The article mentions that disputes must involve parties who are “equal subjects”. This implies that the parties entering into the arbitration process should be on a relatively equal footing. In other words, the law intends to facilitate arbitration for conflicts between parties with comparable legal capacity and standing.
3. **Parties Covered:** The term “citizens, legal persons and other organisations” refers to a broad spectrum of entities that can participate in arbitration. “Citizens” refers to individuals, “legal persons” refers to entities recognised as having legal personality (such as corporations or companies), and “other organisations” includes various non-individual entities like associations, partnerships, and government bodies.

Article 2 serves to establish the preliminary criteria for whether a dispute can be subject to arbitration. It essentially defines the boundaries within which the arbitration process can operate, focusing on contractual and property-related disputes between entities with relatively equal legal status. This article sets the stage for determining the appropriate cases that can be resolved through arbitration under the Chinese Arbitration Law.

### Article 3

**Disputes coming under the following categories shall not be submitted to arbitration:**

- (1) disputes arising from marriage, adoption, guardianship, support and inheritance;**
- (2) administrative disputes that, according to law, should be handled by administrative authorities.**

Article 3 of the Chinese Arbitration Law delineates certain categories of disputes that are excluded from being submitted to arbitration. This article serves to establish the limitations of the arbitration process and defines the types of conflicts that are not eligible for resolution through arbitration. Let us delve into the details of this article:

1. Excluded Dispute Categories:
  - a. Family-related Disputes (Paragraph 1): This category includes disputes arising from matters like marriage, adoption, guardianship, support, and inheritance. These issues often involve deeply personal and familial considerations, which might not be suited for resolution through a formal arbitration process. These types of disputes are typically governed by family law and involve complex emotional and personal dynamics.
  - b. Administrative Disputes (Paragraph 2): This category pertains to disputes involving administrative matters that are under the jurisdiction of administrative authorities. In other words, if a dispute falls within the realm of administrative law and requires decisions or actions by government bodies or administrative agencies, it cannot be subjected to arbitration. These disputes are often linked to public policy, regulatory matters, and government actions.
2. Marriage, Adoption, Guardianship, Support, Inheritance: The first category within this article highlights disputes that revolve around family relationships and related matters. These issues are often deeply connected to personal emotions and societal norms, making arbitration a less suitable method of resolution.
3. Administrative Disputes: The second category pertains to disputes involving administrative matters that are governed by specific administrative law principles. Arbitration might not be appropriate for addressing matters involving government decisions, regulatory compliance, and the interpretation of administrative regulations.

Article 3 essentially sets boundaries for the scope of arbitration by excluding certain categories of disputes that are better handled through other legal mechanisms due to their nature and complexity. It is important for any legal system to define the limits of arbitration to ensure that cases are resolved through the most suitable means.

### Article 4

**The parties' submission to arbitration to settle their dispute shall be on the basis of both parties' free will and an arbitration agreement reached between them. Failing an arbitration agreement, the**

**Arbitration Commission shall not accept the application for arbitration submitted by either of the parties.**

Article 4 of the Chinese Arbitration Law outlines the foundational principles governing the initiation of arbitration proceedings. This article emphasises the importance of voluntary agreement and a formal arbitration agreement as prerequisites for commencing arbitration. Let us break down the key components of this article:

1. Voluntary Submission to Arbitration:
  - a. The article emphasises that the parties' decision to enter into arbitration must be based on their own free will. This highlights the principle of consent, ensuring that both parties willingly choose arbitration as the method of resolving their dispute.
  - b. This element is crucial in maintaining the fairness and integrity of the arbitration process. It ensures that neither party is coerced or compelled into arbitration against their wishes.
2. Arbitration Agreement:
  - a. The initiation of arbitration requires an arbitration agreement that has been reached between the parties. An arbitration agreement is a formal contract wherein both parties agree to resolve their disputes through arbitration rather than pursuing litigation in court.
  - b. The agreement can be part of a separate contract or a standalone document, and it typically outlines the scope of the disputes to be arbitrated, the rules and procedures to be followed, the chosen arbitral institution, and other relevant details.
3. Role of the Arbitration Commission:
  - a. The article specifies that if there is no valid arbitration agreement between the parties, the Arbitration Commission (the institution responsible for administering the arbitration) cannot accept an application for arbitration from either party.
  - b. This provision emphasises the foundational role of the arbitration agreement in initiating the arbitration process. It prevents parties from unilaterally forcing the other party into arbitration without a mutual agreement.

Article 4 ensures that arbitration is entered into voluntarily by both parties and is governed by a clear arbitration agreement. This principle safeguards the autonomy of the parties and the integrity of the arbitration process. It also underscores the importance of the arbitration agreement as the legal basis for the initiation of arbitration proceedings.

## Article 5

**In case of an arbitration agreement, a suit brought before a people’s court by either of the parties to the arbitration agreement shall not be accepted, except the arbitration agreement is null and void.**

Article 5 of the Chinese Arbitration Law establishes the principle of the exclusivity of arbitration once a valid arbitration agreement is in place. This article outlines the relationship between arbitration and litigation in court and underscores the importance of upholding the arbitration agreement. Here is an analysis of the key elements of this article:

1. Exclusivity of Arbitration:
  - a. The central idea of this article is that if there is a valid arbitration agreement between the parties, any legal action brought before a people’s court (a court of law) by either party will not be accepted. Instead, the dispute must be resolved through the arbitration process, as agreed upon in the arbitration agreement.
  - b. This principle of exclusivity is important for maintaining the integrity and effectiveness of the arbitration process. It ensures that parties honour the agreement they made to resolve their disputes through arbitration rather than pursuing litigation.
2. Exception for Null and Void Agreements: The article mentions that the exception to this exclusivity arises if the arbitration agreement itself is determined to be null and void. In such cases, the dispute could be pursued in court. Reasons for an arbitration agreement being declared null and void might include issues like fraud, coercion, lack of capacity, or non-compliance with legal formalities.
3. Balancing Arbitration and Litigation: By emphasising that court litigation is not accepted if there is a valid arbitration agreement, the article encourages parties to uphold the agreement they reached. This approach supports the efficiency and swiftness of the arbitration process while respecting parties’ autonomy in choosing arbitration.

Article 5 serves as a mechanism to ensure that parties adhere to the terms of the arbitration agreement they entered into. It discourages parties from attempting to circumvent arbitration by resorting to court litigation. However, it also acknowledges that if there are legitimate grounds for considering the arbitration agreement null and void, parties still have the option to pursue resolution through the court system. This article aims to maintain a balance between arbitration and court litigation while upholding the integrity of both processes.

## Article 6

**The Arbitration Commission shall be selected by the parties by agreement. In arbitration, there shall be no level competency, nor territorial jurisdiction.**

Article 6 of the Chinese Arbitration Law addresses the selection of the Arbitration Commission and emphasises certain principles related to the arbitration process. This article focuses on the autonomy

of the parties in selecting the Arbitration Commission and the absence of hierarchical competence and territorial jurisdiction. Here is a breakdown of the key points in this article:

1. Autonomous Selection of Arbitration Commission:
  - a. The article states that the choice of the Arbitration Commission is made by the parties through mutual agreement. This underscores the principle of party autonomy in arbitration, allowing the parties to select an arbitration institution that they deem suitable for their specific dispute.
  - b. This principle is essential in ensuring that the arbitration process is tailored to the parties' needs and preferences. It also reflects the idea that parties are in the best position to decide which arbitration institution aligns with their interests and expectations.
2. No Level Competency: The article stipulates that there is no concept of "level competency" in arbitration. This means that there are no hierarchical rankings among different Arbitration Commissions based on their authority or jurisdiction. All Arbitration Commissions have equal legitimacy to handle disputes, and parties can choose the one that best suits their needs.
3. No Territorial Jurisdiction: The article also specifies that territorial jurisdiction does not apply in arbitration. This means that parties are not bound by geographical limitations when selecting an Arbitration Commission. They can choose an institution located outside their geographical area if it better serves their requirements.

Article 6 promotes the principles of flexibility, autonomy, and equality in the arbitration process. By allowing parties to choose the Arbitration Commission based on their preferences, it supports the idea that arbitration should be tailored to the parties' specific needs and circumstances. The absence of hierarchical competence and territorial jurisdiction underscores the idea that arbitration transcends geographic boundaries and is driven by the parties' mutual agreement.

## Article 7

**In arbitration, disputes shall be settled on the basis of facts, in conformity with law and in a just and reasonable manner.**

Article 7 of the Chinese Arbitration Law outlines the fundamental principles that guide the arbitration process in terms of how disputes should be resolved. This article emphasises the importance of factual accuracy, adherence to legal norms, and achieving a just and reasonable outcome. Here is an analysis of the key components of this article:

1. Settling Disputes on the Basis of Facts:
  - a. The article highlights the significance of factual accuracy in the arbitration process. This underscores the importance of parties providing evidence and presenting their case based on accurate and verifiable information.

- b. Focusing on facts helps ensure that the arbitration decision is well-founded, objective, and avoids relying on assumptions or baseless claims.
- 2. Conformity with Law:
  - a. The article emphasises that arbitration decisions should be in conformity with the law. This means that the arbitrators must apply relevant laws, regulations, and legal principles to the case at hand.
  - b. Adherence to the law ensures the legitimacy and enforceability of the arbitration decision. It also maintains consistency with the broader legal framework of the country.
- 3. Just and Reasonable Outcome:
  - a. The article emphasises that arbitration should lead to a just and reasonable outcome. This principle underscores the importance of fairness and equity in resolving disputes.
  - b. The “just and reasonable” criterion helps ensure that arbitration decisions take into account the interests of both parties and strive to achieve a balanced resolution.

Article 7 encapsulates the core principles that underlie the arbitration process. By requiring arbitration decisions to be based on accurate facts, conform to the law, and result in a just and reasonable outcome, this article aims to maintain the integrity, credibility, and fairness of the arbitration process. These principles collectively contribute to building trust in the arbitration system and ensuring that parties can rely on arbitration as a viable method for resolving their disputes.

## Article 8

**The arbitration shall be conducted independently by virtue of law, and shall not be subject to interference by any administrative agency, public organization or individual.**

Article 8 of the Chinese Arbitration Law establishes the principle of independence and autonomy in the conduct of arbitration proceedings. This article emphasises the importance of maintaining the integrity and impartiality of the arbitration process by preventing external interference. Here is an analysis of the key components of this article:

- 1. Independent Conduct of Arbitration:
  - a. The article states that arbitration proceedings must be conducted independently in accordance with the law. This underscores the notion that arbitration should be free from external influences and conducted based on established legal principles and procedures.
  - b. Independence in arbitration is essential to ensure that the arbitration process remains fair, unbiased, and credible.
- 2. No Interference by Administrative Agencies, Public Organisations, or Individuals:



- a. The article explicitly prohibits interference in arbitration by administrative agencies, public organisations, or individuals. This includes government bodies, regulatory authorities, non-governmental organisations, and private individuals.
  - b. By prohibiting interference, the article safeguards the arbitration process from undue pressure, manipulation, or influence that could compromise its fairness and impartiality.
3. Preservation of Impartiality and Integrity:
- a. This article is designed to maintain the integrity of the arbitration process and ensure that decisions are made based solely on the merits of the case and the applicable law.
  - b. The principle of non-interference supports the credibility of the arbitration system, as it prevents any party from exerting undue control or pressure that could compromise the independence and fairness of the proceedings.

Article 8 reflects a foundational aspect of arbitration – its autonomy and independence from external forces. By emphasising that arbitration must be conducted solely in accordance with the law and must not be subject to interference, the article contributes to the credibility and reliability of the arbitration process, providing parties with a reliable mechanism for resolving disputes.

## Article 9

**The arbitral award shall be final. Once an arbitral award has been made, neither the Arbitration Commission nor the people’s court shall accept the application for arbitration submitted, or the suit brought, by either of the parties as to the same dispute. Where an arbitral award has been ordered to be rescinded or not to be executed by a people’s court according to law, either of the parties may submit the dispute to arbitration according to the arbitration agreement reconcluded between them, or bring a suit before a people’s court.**

Article 9 of the Chinese Arbitration Law deals with the finality and enforceability of arbitral awards. It outlines the binding nature of arbitral awards, the limitations on re-arbitration, and the circumstances under which parties can seek redress through arbitration or court litigation. Here is an analysis of the key elements of this article:

1. Finality of Arbitral Award:
  - a. The article states that an arbitral award is final. This means that once an arbitration tribunal renders a decision, that decision is binding on both parties and cannot be appealed within the arbitration process itself.
  - b. The principle of finality contributes to the efficiency and effectiveness of arbitration, as it helps ensure that disputes are resolved in a timely manner without prolonged legal battles.
2. Limitation on Re-arbitration and Court Suits:

- a. After an arbitral award has been made, neither the Arbitration Commission nor the people's court can accept applications for arbitration or legal suits from either party regarding the same dispute. This prevents parties from circumventing the finality of the award by seeking resolution through other means.
  - b. This limitation promotes the integrity of the arbitration process and prevents parties from attempting to retry the same dispute multiple times using different avenues.
3. Exception for Rescission or Non-Execution: The article acknowledges that there are circumstances under which a people's court may order the rescission or non-execution of an arbitral award. If this happens, the parties have two options:
- a. They can submit the dispute to arbitration again based on a reconcluded arbitration agreement.
  - b. They can bring a lawsuit before a people's court.

This provision allows parties to seek redress if there are issues with the execution of the original award, ensuring that parties still have avenues for addressing concerns about the outcome.

Article 9 reinforces the finality of arbitral awards and the importance of upholding their binding nature. It also establishes a clear framework for addressing situations where an award is rescinded or not executed. By limiting re-arbitration and court suits, the article contributes to the efficiency and effectiveness of the arbitration process, promoting the integrity of the system while providing mechanisms for resolving disputes.

## Chapter II Arbitration Commissions and the Arbitration Association

## Article 10

**An Arbitration Commission may be set up in the capital city of a province, autonomous region or municipality directly under the Central Government, and also in other cities divided into districts if the circumstances require, with no need to set up at every administrative level. In setting up an Arbitration Commission, the people's government of the city as mentioned in the preceding paragraph shall arrange for the departments concerned and the relevant chambers of commerce to organize such Commission in a unified manner. For setting up an Arbitration Commission, the registration procedure shall be completed with the judicial administration of the province, autonomous region or municipality under the Central Government.**

Article 10 of the Chinese Arbitration Law addresses the establishment of Arbitration Commissions at various administrative levels within the country. This article outlines the criteria for setting up Arbitration Commissions and the procedural requirements involved. Here is an analysis of the key elements of this article:

1. Criteria for Setting up Arbitration Commissions:
  - a. The article states that an Arbitration Commission can be established in the capital city of a province, autonomous region, or municipality directly under the Central Government.
  - b. Additionally, if circumstances require, Arbitration Commissions can also be established in other cities that are divided into districts. This flexibility allows for the creation of Arbitration Commissions based on regional needs.
2. Unified Organisation and Collaboration:
  - a. The article emphasises the importance of collaboration between relevant entities in setting up an Arbitration Commission.
  - b. The people's government of the city where the Commission is to be established is responsible for coordinating with relevant departments and chambers of commerce to organise the Commission in a unified manner. This coordination ensures a comprehensive approach to the establishment of the Commission.
3. Registration Procedure:
  - a. The article specifies that the registration procedure for setting up an Arbitration Commission should be completed with the judicial administration of the province, autonomous region, or municipality directly under the Central Government.
  - b. This registration procedure ensures that the establishment of Arbitration Commissions is done in compliance with legal regulations and administrative processes.

Article 10 reflects a balanced approach to the establishment of Arbitration Commissions. By allowing flexibility in their creation based on regional needs, it supports the efficient resolution of disputes in various administrative levels. The emphasis on unified organisation and collaboration aims to ensure

that the establishment process is coordinated and comprehensive. The requirement for registration with the judicial administration helps maintain legal oversight and compliance with relevant regulations.

## Article 11

**An Arbitration Commission shall meet the following requirements:**

- (1) has its own name, domicile and constitution;**
- (2) has the necessary property;**
- (3) has the personnel constituting the Commission; and**
- (4) has appointed arbitrators.**

**The constitution of an Arbitration Commission shall be formulated in accordance with this Law.**

Article 11 of the Chinese Arbitration Law outlines the essential requirements for the establishment and functioning of an Arbitration Commission. This article covers the organisational, operational, and structural aspects that an Arbitration Commission must adhere to. Here is an analysis of the key elements of this article:

1. **Requirements for an Arbitration Commission:** The article outlines four fundamental requirements that an Arbitration Commission must meet:
  - a. **Own Name, Domicile, and Constitution:** An Arbitration Commission must have a distinct name, a designated physical location (domicile), and a constitution outlining its organisational structure and operational guidelines.
  - b. **Necessary Property:** The Commission must possess the necessary financial and material resources to effectively conduct arbitration proceedings and maintain its operations.
  - c. **Personnel Constituting the Commission:** The Commission should have the required personnel who are responsible for its administration and management.
  - d. **Appointed Arbitrators:** The Commission must have a roster of qualified arbitrators who can preside over cases that come under its jurisdiction.
2. **Constitution of the Commission:** The article emphasises that an Arbitration Commission's constitution should be formulated in accordance with the provisions of the Chinese Arbitration Law. This ensures that the Commission's organisational structure and operational guidelines are in line with legal requirements.

Article 11 establishes a framework for the establishment and functioning of Arbitration Commissions. It covers key aspects that are crucial for the proper operation of these institutions. The requirements outlined in this article are designed to ensure that Arbitration Commissions are well-structured, adequately resourced, and capable of conducting arbitration proceedings effectively and fairly. The

emphasis on compliance with the law underscores the importance of maintaining transparency, legality, and credibility in the arbitration process.

## Article 12

**An Arbitration Commission shall be composed of one Chairman, two to four Vice-Chairmen and seven to eleven members. The posts of Chairman, Vice-Chairman and member of an Arbitration Commission shall be held by specialists in the fields of law, economy and trading and persons with practical experience. The specialists in law and in economy and trading shall not be less than two-thirds of the personnel of an Arbitration Commission.**

Article 12 of the Chinese Arbitration Law delineates the composition and expertise requirements for the members of an Arbitration Commission. This article establishes the structure and qualifications necessary for individuals holding positions within the Commission. Here is an analysis of the key components of this article:

1. **Composition of an Arbitration Commission:** The article specifies the structure of an Arbitration Commission, which includes three primary roles:
  - a. **Chairman:** The head of the Commission responsible for its overall management and operations.
  - b. **Vice-Chairmen:** Individuals who assist the Chairman in various capacities and provide support for the Commission's functions.
  - c. **Members:** These individuals contribute to the decision-making and functioning of the Commission.
2. **Expertise Requirements:**
  - a. The article stipulates that individuals serving in the roles of Chairman, Vice-Chairman, and member of an Arbitration Commission must possess expertise in fields such as law, economy, and trading, as well as practical experience.
  - b. This requirement ensures that the individuals leading and contributing to the Commission are knowledgeable in areas relevant to the arbitration process, and that their collective expertise contributes to informed and effective decision-making.
3. **Balance of Expertise:**
  - a. The article emphasises the need for a balance of expertise within the Commission.
  - b. It requires that specialists in law and economy/trading must constitute a significant majority of the Commission's personnel (at least two-thirds). This ensures that the Commission has a robust representation of legal and economic expertise, reflecting the multidisciplinary nature of arbitration cases.

Article 12's provisions aim to ensure that an Arbitration Commission is composed of individuals with diverse and relevant expertise. By requiring a substantial proportion of specialists in law and economy/trading, the article emphasises the importance of having a well-rounded team capable of handling a wide range of arbitration cases. This composition ultimately contributes to the credibility, efficiency, and fairness of the arbitration process.

### Article 13

**An Arbitration Commission shall appoint their arbitrators from among persons who are just and upright. An arbitrator shall have one of the following qualifications:**

- (1) has been engaged in arbitration for eight years or more;
- (2) has practised law as a lawyer for eight years or more;
- (3) has served as a judge for eight years or more;
- (4) has been engaged in legal research or legal education and has a senior professional title;  
or
- (5) with an acquaintance with law, has been engaged in the professional work of economy and trading, etc. and has a senior professional title or has attained the equivalent professional level.

**An Arbitration Commission shall draw up rolls of arbitrators according to different professions.**

Article 13 of the Chinese Arbitration Law outlines the qualifications and criteria for individuals to become arbitrators within an Arbitration Commission. This article emphasises the importance of integrity and expertise, and it specifies the qualifications that individuals must possess to serve as arbitrators. Here is an analysis of the key elements of this article:

1. Qualifications for Arbitrators:
  - a. The article mandates that arbitrators appointed by an Arbitration Commission must be individuals of good moral character who are just and upright.
  - b. An arbitrator must meet one of the following qualification criteria:
    - i Eight or More Years of Arbitration Experience: Individuals who have been engaged in the field of arbitration for eight years or more.
    - ii Eight or More Years of Law Practice: Individuals who have practiced law as a lawyer for eight years or more.
    - iii Eight or More Years as a Judge: Individuals who have served as a judge for eight years or more.
    - iv Legal Research or Education with Senior Professional Title: Individuals who have engaged in legal research or legal education and hold a senior professional title.

- v Acquaintance with Law and Senior Professional Title in Economy/Trading: Individuals with familiarity with the law who have worked professionally in fields such as economy and trading, and hold a senior professional title or equivalent professional level.

2. Rolls of Arbitrators:

- a. The article specifies that an Arbitration Commission must maintain rolls of arbitrators categorised according to different professions.
- b. This categorisation ensures that the Commission can select arbitrators with the appropriate expertise to handle specific types of disputes.

Article 13's provisions emphasise the significance of selecting qualified and upright individuals to serve as arbitrators. By requiring a range of qualifications and expertise, the article ensures that arbitrators possess the necessary competence to make informed decisions and uphold the integrity of the arbitration process. The categorisation of arbitrators by profession enhances the Commission's ability to match cases with arbitrators who have relevant expertise. This ultimately contributes to the credibility and effectiveness of the arbitration system.

#### Article 14

**Arbitration Commissions shall be independent of administrative agencies and there shall be no subordinate relationship between an Arbitration Commission and any administrative agency, nor that between the different Arbitration Commissions.**

Article 14 of the Chinese Arbitration Law underscores the principle of independence and autonomy for Arbitration Commissions. This article emphasises the need to maintain a clear separation between Arbitration Commissions and administrative agencies, as well as among different Arbitration Commissions. Here is an analysis of the key components of this article:

1. Independence of Arbitration Commissions:

- a. The article specifies that Arbitration Commissions must be independent of administrative agencies. This principle is crucial for ensuring that arbitration remains impartial, unbiased, and free from external influence.
- b. By maintaining this independence, the arbitration process can maintain its credibility and fairness.

2. No Subordinate Relationship:

- a. The article explicitly states that there should be no subordinate relationship between an Arbitration Commission and any administrative agency. This means that an Arbitration Commission should not be under the control, direction, or influence of any government or administrative body.
- b. This prohibition on a subordinate relationship further reinforces the concept of autonomy in arbitration, safeguarding the integrity of the process.

3. No Subordinate Relationship Among Different Arbitration Commissions:
  - a. The article also emphasises that there should be no subordinate relationship among different Arbitration Commissions. This means that multiple Arbitration Commissions should operate independently of each other, without one Commission having authority over another.
  - b. This principle supports the idea that each Commission functions autonomously, ensuring consistency and fairness in arbitration decisions.

Article 14 underscores the importance of maintaining the independence and autonomy of Arbitration Commissions. By ensuring that they are not under the control of administrative agencies and that there are no hierarchical relationships among different Commissions, the article contributes to the credibility, fairness, and integrity of the arbitration process. This principle is essential for upholding the legitimacy of arbitration decisions and maintaining parties' trust in the system.

#### Article 15

**China Arbitration Association shall be a social organization with the status of a legal person. All Arbitration Commissions shall be members of China Arbitration Association. The constitution of China Arbitration Association shall be formulated by the National Congress of the Members. China Arbitration Association shall be a self-disciplining organization of Arbitration Commissions, and it shall conduct supervision over the undisciplined activities of Arbitration Commissions and their members and arbitrators. China Arbitration Association shall formulate arbitration rules in accordance with the relevant provisions of the Civil Procedure Law and this Law.**

Article 15 of the Chinese Arbitration Law outlines the role and responsibilities of the China Arbitration Association, a key organisation that oversees and coordinates various Arbitration Commissions. This article highlights the legal status, membership, constitution, self-disciplining role, and rule-making authority of the China Arbitration Association. Here is an analysis of the key elements of this article:

1. **Legal Status of China Arbitration Association:** The article establishes the China Arbitration Association as a social organisation with the status of a legal person. This recognition gives the Association a legal identity and capacity to carry out its functions.
2. **Membership of Arbitration Commissions:** The article mandates that all Arbitration Commissions are members of the China Arbitration Association. This affiliation aligns the various Arbitration Commissions under a common organisation, allowing for coordination, standardisation, and collaboration.
3. **Constitution and National Congress:** The article stipulates that the constitution of the China Arbitration Association should be formulated by the National Congress of the Members. This process of constitution formulation involves the key stakeholders within the Association.
4. **Self-Disciplining Role:**
  - a. The article designates the China Arbitration Association as a self-disciplining organisation for Arbitration Commissions. It is responsible for monitoring and



overseeing the activities of Arbitration Commissions, including their members and arbitrators.

- b. This self-disciplining role contributes to maintaining the professionalism, credibility, and ethical standards within the arbitration community.

5. Rule-Making Authority:

- a. The article grants the China Arbitration Association the authority to formulate arbitration rules. These rules are expected to be in accordance with relevant provisions of the Civil Procedure Law and the Chinese Arbitration Law.
- b. The Association's rule-making authority helps standardise arbitration procedures, ensuring consistency and adherence to legal requirements.

Article 15 establishes the China Arbitration Association as a pivotal organisation that brings together Arbitration Commissions and plays a central role in maintaining quality and standards in the arbitration process. By coordinating various Commissions, formulating rules, and overseeing self-disciplining efforts, the Association contributes to the professionalism and integrity of arbitration practices in China.

## Chapter III Arbitration Agreement

## Article 16

The term “arbitration agreement” shall mean either an arbitral clause in a contract or any arbitration agreement in other writing form concluded before or after the dispute arising. An arbitration agreement shall contain the following particulars:

- (1) the express intention of arbitration;
- (2) matters that may be submitted to arbitration; and
- (3) the Arbitration Commission appointed.

Article 16 of the Chinese Arbitration Law defines and outlines the essential components of an arbitration agreement. This article establishes the criteria that an agreement must meet to qualify as an arbitration agreement and specifies the key elements that an arbitration agreement must contain. Here is an analysis of the key components of this article:

1. Definition of Arbitration Agreement: The article defines the term “arbitration agreement” as encompassing two forms:
  - a. Arbitral Clause in a Contract: This refers to a clause within a larger contract that outlines the parties’ agreement to resolve disputes through arbitration.
  - b. Arbitration Agreement in Other Writing Form: This includes standalone written agreements to arbitrate, regardless of whether they were concluded before or after a dispute arises.
2. Required Particulars of an Arbitration Agreement: The article specifies the necessary details that an arbitration agreement must contain:
  - a. Express Intention of Arbitration: The agreement must clearly state the parties’ intention to resolve disputes through arbitration.
  - b. Matters That May Be Submitted to Arbitration: The agreement must define the types of disputes that the parties are agreeing to arbitrate.
  - c. Arbitration Commission Appointed: The agreement should specify the Arbitration Commission that the parties have chosen to administer the arbitration process.
3. Article 16’s provisions contribute to the clarity, effectiveness, and enforceability of arbitration agreements. By defining what qualifies as an arbitration agreement, the article ensures that different forms of agreements fall within its scope. The requirements for specific particulars in the agreement (intention, matters, and Commission) help avoid ambiguity and disputes about the scope and procedure of arbitration.

Ultimately, Article 16 seeks to promote transparency and precision in arbitration agreements, enabling parties to clearly understand their commitment to arbitration and the terms under which disputes will be resolved.

## Article 17

**An arbitration agreement shall be null and void if it comes under any of the following circumstances:**

- (1) the agreed matters for arbitration are beyond the arbitral scope provided for by law;**
- (2) one or more parties of the arbitration agreement are persons having no capacity for civil conduct or persons with limited capacity for civil conduct; or**
- (3) the arbitration agreement was concluded as a result of coercion.**

Article 17 of the Chinese Arbitration Law outlines the circumstances under which an arbitration agreement would be deemed null and void. This article establishes criteria that render an arbitration agreement legally ineffective and unenforceable. Here is an analysis of the key elements of this article

1. **Invalidation of Arbitration Agreement:** The article enumerates three situations that can lead to the nullification of an arbitration agreement:
  - a. **Agreed Matters Beyond Legal Arbitral Scope:** If the matters specified for arbitration in the agreement are not within the scope allowed by law, the agreement is considered null and void.
  - b. **Incapacity of Parties:** If one or more parties to the arbitration agreement lack civil capacity (competence) or have limited civil capacity, the agreement is invalidated.
  - c. **Coercion:** If the arbitration agreement was entered into due to coercion, it is deemed null and void. Coercion involves exerting pressure, force, or threats that undermine the voluntary nature of the agreement.
2. **Protecting Legal and Voluntary Nature:** Article 17 serves to protect the legality and voluntariness of arbitration agreements. It ensures that agreements adhere to the legal framework, are entered into by parties with the required legal capacity, and are not the result of undue pressure or manipulation.

By establishing these criteria for nullification, Article 17 ensures that arbitration agreements are valid, legitimate, and comply with legal and ethical standards. This provision helps maintain the integrity of the arbitration process and protects parties from entering into agreements that are not genuinely consensual or legally binding.

## Article 18

**Where they have not or not expressly appointed the matters for arbitration or the Arbitration Commission in their arbitration agreement, the parties may make an additional agreement; failing the additional agreement, the arbitration agreement shall be null and void.**

Article 18 of the Chinese Arbitration Law addresses the situation where an arbitration agreement lacks certain essential elements, such as the specified matters for arbitration or the chosen Arbitration

Commission. This article outlines the options available to the parties in such cases and the consequences of not reaching an additional agreement. Here is an analysis of the key elements of this article:

1. Additional Agreement for Essential Elements:
  - a. The article stipulates that if the arbitration agreement does not explicitly appoint the matters to be arbitrated or the specific Arbitration Commission, the parties have the option to make an additional agreement to address these omissions.
  - b. This provision emphasises flexibility, allowing parties to rectify incomplete arbitration agreements by mutually agreeing on the missing details.
2. Nullification if No Additional Agreement:
  - a. If the parties fail to reach an additional agreement to specify the matters or the Arbitration Commission, the arbitration agreement itself becomes null and void.
  - b. This provision encourages parties to actively engage in clarifying essential details to ensure that the arbitration agreement is enforceable.

Article 18's provisions support the enforceability and clarity of arbitration agreements. It acknowledges that parties might inadvertently omit crucial details, and it provides a mechanism for parties to address these omissions through additional agreements. By making such agreements essential for preserving the validity of the arbitration agreement, the article ensures that parties take active steps to define the scope and terms of arbitration. This contributes to the transparency, fairness, and enforceability of the arbitration process.

## Article 19

**An arbitration agreement shall be independent of contracts, and no modification, rescission, termination or invalidation of a contract shall affect the effect of the arbitration agreement. The Arbitration Tribunal shall be entitled to confirm the effect of a contract.**

Article 19 of the Chinese Arbitration Law establishes the autonomy and durability of arbitration agreements in relation to the contracts in which they are embedded. This article emphasises that arbitration agreements maintain their validity and enforceability independent of any changes or challenges that may affect the underlying contract. Here is an analysis of the key elements of this article:

1. Independence of Arbitration Agreement:
  - a. The article underscores that an arbitration agreement operates independently from the contract in which it is included. This means that the validity, enforceability, and effect of the arbitration agreement are not contingent on the status of the underlying contract.

- b. This principle ensures that the arbitration process remains unaffected by changes, disputes, modifications, rescissions, terminations, or invalidations that might occur with the contract.
2. Preservation of Arbitration Agreement Effect:
  - a. The article explicitly states that modifications, rescissions, terminations, or invalidations of a contract will not impact the effect of the arbitration agreement.
  - b. This provision safeguards the parties' intention to resolve disputes through arbitration, irrespective of changes or challenges to the contract itself.
3. Arbitration Tribunal's Role in Contract Effect: The article grants the Arbitration Tribunal the authority to confirm the effect of a contract. This likely means that if there is any dispute over the validity or existence of the contract, the Arbitration Tribunal can provide a determination.

Article 19 reinforces the stability and autonomy of arbitration agreements, highlighting their capacity to stand independently from the underlying contracts. This provision aims to ensure that parties can rely on arbitration as a consistent and reliable method of dispute resolution, even in cases where the related contract undergoes changes or disputes. By maintaining the enforceability of arbitration agreements, the article contributes to the integrity and effectiveness of the arbitration process.

## Article 20

**Where any party challenges the effect of an arbitration agreement, he may either submit it to the Arbitration Commission for a decision or bring it before the people's court for an order. If one party submits it to the Arbitration Commission for a decision while the other one brings it before the people's court for an order, the people's court shall rule an order. The party who intends to challenge the effect of the arbitration agreement shall put forward his challenge before the first hearing of the Arbitration Tribunal.**

Article 20 of the Chinese Arbitration Law addresses the process for challenging the effect of an arbitration agreement. This article outlines the options available to a party who wishes to challenge the validity of an arbitration agreement, including the venues for such challenges and the timing for presenting such challenges. Here is an analysis of the key elements of this article:

1. Options for Challenging an Arbitration Agreement: The article specifies that a party who wishes to challenge the effect of an arbitration agreement has two options:
  - a. Submit to Arbitration Commission: The party can choose to submit the challenge to the Arbitration Commission for a decision.
  - b. Bring Before People's Court: Alternatively, the party can bring the challenge before the people's court and seek an order from the court.
2. Mixed Proceedings:

- a. The article addresses situations where one party submits the challenge to the Arbitration Commission while the other party brings it before the people’s court.
  - b. In such cases, the article states that the people’s court shall issue an order. This helps maintain consistency and avoid conflicting decisions from different forums.
3. Timing of Challenge Presentation:
- a. The article requires that a party intending to challenge the effect of an arbitration agreement must present this challenge before the first hearing of the Arbitration Tribunal.
  - b. This timing requirement ensures that challenges are raised at an early stage of the arbitration process, allowing for efficient resolution and preventing disruptions later in the proceedings.

Article 20’s provisions establish a clear framework for parties to challenge the validity of an arbitration agreement. By providing options to either approach the Arbitration Commission or the people’s court, the article allows parties flexibility in seeking resolution. The requirement to present the challenge before the first hearing ensures that any disputes over the validity of the arbitration agreement are addressed promptly, contributing to the smooth conduct of the arbitration process.

## Chapter IV Arbitration Proceedings

### Section 1 Application and Acceptance

#### Article 21

Where any party intends to submit a dispute to arbitration, the following requirements shall be met:

- (1) there is an arbitration agreement;
- (2) he has a concrete claim, together with facts and grounds; and
- (3) the dispute is within the arbitral scope of the Arbitration Commission.

Article 21 of the Chinese Arbitration Law outlines the prerequisites that must be satisfied when a party wishes to submit a dispute to arbitration. This article establishes the essential conditions that parties must fulfill before initiating arbitration proceedings. Here is an analysis of the key components of this article:

1. Existence of an Arbitration Agreement:
  - a. The article mandates that one of the requirements for initiating arbitration is the presence of an arbitration agreement between the parties.
  - b. An arbitration agreement serves as the foundation for arbitration, ensuring that both parties have agreed to resolve their disputes through this specific method.
2. Concrete Claim, Facts, and Grounds:
  - a. The article states that a party seeking arbitration must have a concrete claim, supported by facts and grounds. This means that the party must provide clear details about the dispute, including the nature of the claim, the relevant facts, and the legal basis for their position.
  - b. This requirement ensures that arbitration proceedings are based on well-founded claims and prevents frivolous or vague claims from entering the arbitration process.
3. Dispute Within Arbitral Scope:
  - a. The article specifies that the dispute must fall within the arbitral scope of the relevant Arbitration Commission.
  - b. This requirement ensures that the Commission has jurisdiction over the type of dispute being presented for arbitration.

Article 21's provisions establish a logical and structured set of conditions for initiating arbitration. By requiring the presence of an arbitration agreement, a substantiated claim with factual and legal support, and ensuring that the dispute aligns with the arbitral scope, this article ensures that parties approach arbitration with valid and well-founded claims. This supports the fairness, efficiency, and effectiveness of the arbitration process.

## Article 22

**In applying for arbitration, a party shall submit to the Arbitration Commission the arbitration agreement, an application for arbitration and its duplicates.**

Article 22 of the Chinese Arbitration Law outlines the documentation required when a party wishes to apply for arbitration. This article specifies the key documents that must be submitted to the Arbitration Commission as part of the arbitration application process. Here is an analysis of the key elements of this article:

1. Required Documentation for Arbitration Application: The article states that when a party intends to apply for arbitration, they need to submit the following documents to the Arbitration Commission:
  - a. Arbitration Agreement: A copy of the arbitration agreement that outlines the parties' agreement to resolve their dispute through arbitration.
  - b. Application for Arbitration: A formal written application detailing the party's claim, including the facts, grounds, and legal basis for the claim.
2. Duplicates of Submitted Documents:
  - a. The article specifies that duplicates of the arbitration agreement and the application for arbitration should be submitted along with the original documents.
  - b. This requirement ensures that the Arbitration Commission and all parties involved have access to the necessary documents for the arbitration process.

Article 22's provisions streamline the process of applying for arbitration by outlining the required documents that parties must provide to initiate proceedings. By mandating the submission of the arbitration agreement and the application for arbitration, along with their duplicates, the article ensures that all necessary information is available for the proper commencement of arbitration. This contributes to the transparency and efficiency of the arbitration process and helps facilitate timely and accurate handling of disputes.



## Article 23

An application for arbitration shall include the following particulars:

- (1) the name, sex, age, occupation, place of work and domicile of the parties, or if the party is a legal person or other organizations, its name and domicile, and the name and position of its legal representative or of the person in charge;**
- (2) the arbitration claim and the facts and grounds on which the claim is based; and**
- (3) the evidence and its source, as well as the names and domiciles of witnesses.**

Article 23 of the Chinese Arbitration Law details the specific information that must be included in an application for arbitration. This article outlines the essential particulars that a party needs to provide when submitting their formal request for arbitration to the Arbitration Commission. Here is an analysis of the key components of this article:

1. **Particulars of the Parties:** The article mandates that an application for arbitration must include the following details about the parties involved:
  - a. **Individual Parties:** Name, sex, age, occupation, place of work, and domicile.
  - b. **Legal Person or Other Organisations:** Name and domicile, along with the name and position of their legal representative or the person in charge.
2. **Arbitration Claim, Facts, and Grounds:** The article requires that the application includes information about the arbitration claim itself, including:
  - a. **Arbitration Claim:** The nature of the claim being brought forward for arbitration.
  - b. **Facts and Grounds:** The specific facts and grounds on which the claim is based.
3. **Evidence and Witnesses:** The article specifies that the application should also include details about evidence related to the claim:
  - a. **Evidence and Its Source:** Information about the evidence being presented, along with the source of that evidence.
  - b. **Witnesses:** Names and domiciles of any witnesses who might testify in support of the claim.

Article 23's provisions establish a comprehensive framework for the content of an arbitration application. By mandating the inclusion of information about the parties, the claim, the facts and grounds, as well as evidence and witnesses, the article ensures that applications provide a complete and clear picture of the dispute. This information helps the Arbitration Commission to process the application accurately and to determine the appropriate course of action. Ultimately, these requirements contribute to the fairness and effectiveness of the arbitration process.

## Article 24

**Within 5 days after receiving an application for arbitration, the Arbitration Commission shall, if it deems that the requirements for acceptance have been satisfied, accept the application and notify the party, or if it deems that the requirements for acceptance have not been satisfied, notify the party in writing that the application has been rejected and provide due explanation.**

Article 24 of the Chinese Arbitration Law outlines the procedures and timelines that the Arbitration Commission must follow upon receiving an application for arbitration. This article specifies the actions the Commission must take based on its evaluation of the submitted application. Here is an analysis of the key elements of this article:

1. Acceptance of Application:
  - a. The article stipulates that if the Arbitration Commission determines that the requirements for accepting the application for arbitration have been met, it must accept the application.
  - b. The Commission's decision to accept the application triggers the official commencement of the arbitration proceedings.
2. Notification to the Party:
  - a. Upon accepting the application, the Arbitration Commission is required to notify the party that their application has been accepted.
  - b. This notification serves as confirmation that the Commission has acknowledged the application and will proceed with arbitration proceedings.
3. Rejection of Application:
  - a. If the Arbitration Commission determines that the requirements for accepting the application have not been satisfied, it must reject the application.
  - b. The Commission is also obligated to provide a written explanation to the party regarding the rejection.
4. Explanation for Rejection:
  - a. The requirement for the Commission to provide a due explanation for rejecting the application ensures transparency and accountability in the decision-making process.
  - b. This explanation helps the party understand why their application was not accepted and provides them with an opportunity to address any issues.
5. Timeline for Action:
  - a. The article sets a specific timeline for the Commission's actions: within 5 days after receiving the application.

- b. This timeline underscores the importance of timely processing and response to arbitration applications.

Article 24's provisions establish a clear and structured process for the Arbitration Commission to follow when dealing with arbitration applications. By mandating prompt notification, providing explanations for rejections, and adhering to a specific timeline, the article aims to ensure that parties' applications are handled fairly and efficiently. This contributes to maintaining the integrity and credibility of the arbitration process.

## Article 25

**After accepting the application, the Arbitration Commission shall, within the time limits as provided for by the arbitration rules, serve the Claimant with the arbitration rules and the roll of arbitrators, and serve the Respondent with a duplicate of the application for arbitration, as well as the arbitration rules and the roll of arbitrators. After receiving the duplicate of the application for arbitration, the Respondent shall, within the time limits as provided for by the arbitration rules, submit his defence to the Arbitration Commission. After receiving the defence, the Arbitration Commission shall, within the time limits as provided for by the arbitration rules, serve the Claimant with a duplicate of the defence. Failure by the Respondent to file a bill of defence shall not prevent the arbitration proceedings from being carried out.**

Article 25 of the Chinese Arbitration Law outlines the procedural steps that the Arbitration Commission must take after accepting an arbitration application. This article specifies the actions to be taken with regards to notifying both the claimant and the respondent, as well as the timelines associated with these steps. Here is an analysis of the key elements of this article:

1. Notification and Documentation: The article specifies that after accepting the application for arbitration, the Arbitration Commission must:
  - a. Serve the claimant with the arbitration rules and the roll of arbitrators within the time limits set by the arbitration rules.
  - b. Serve the respondent with a duplicate of the application for arbitration, along with the arbitration rules and the roll of arbitrators.
  - c. Upon receiving the respondent's defence, serve the claimant with a duplicate of the defence.
2. Defence Submission: The article establishes a requirement for the respondent to submit their defence to the Arbitration Commission within the time limits set by the arbitration rules. This response allows the respondent to present their side of the case.
3. Consequences of Respondent's Failure to File Defence:
  - a. The article emphasises that the failure of the respondent to submit a defence ("bill of defence") does not prevent the arbitration proceedings from being carried out.
  - b. This provision ensures that the arbitration process can continue even if the respondent chooses not to provide a formal defence.

Article 25's provisions outline the post-acceptance procedural steps and timelines within the arbitration process. By ensuring the timely sharing of relevant documentation between the parties and the Commission, as well as establishing the respondent's responsibility to submit a defence, this article contributes to the structured and organised conduct of arbitration proceedings. Additionally, the provision stating that the proceedings can continue in the absence of a defence addresses situations where a respondent chooses not to actively participate in the proceedings.

## Article 26

**In the event that a party, despite of the existence of an arbitration agreement, brings a lawsuit before a people's court without a statement of the existence of the agreement, and the people's court has accepted it as a case, if the other party submits the arbitration agreement before the first hearing of the court, the people's court shall reject the suit with the exception that the arbitration agreement is null and void; if the other party does not raise any challenge to the jurisdiction of the court before the first hearing, he shall be deemed to have abandoned the arbitration agreement, and the people's court shall continue its proceedings.**

Article 26 of the Chinese Arbitration Law addresses the scenario where a party initiates a lawsuit in a people's court despite the existence of an arbitration agreement. This article outlines the procedures and outcomes when a party brings a case to court without mentioning the arbitration agreement, and the other party subsequently submits the arbitration agreement before the first court hearing. Here is an analysis of the key elements of this article:

1. **Lawsuit Despite Existence of Arbitration Agreement:** The article describes a situation where a party files a lawsuit in a people's court even though there is a valid arbitration agreement between the parties.
2. **Submission of Arbitration Agreement by Other Party:** If the other party, aware of the arbitration agreement, submits the arbitration agreement to the court before the first hearing, the article specifies the following outcomes:
  - a. **Valid Arbitration Agreement:** If the arbitration agreement is valid and in force, the people's court must reject the lawsuit.
  - b. **Null and Void Arbitration Agreement:** If the arbitration agreement is proven to be null and void, the court will proceed with the case.
3. **Challenge to Jurisdiction:**
  - a. The article mentions that if the other party does not challenge the court's jurisdiction based on the arbitration agreement before the first hearing, that party will be considered to have abandoned the arbitration agreement.
  - b. In such cases, the people's court will continue with the proceedings.

Article 26's provisions ensure that parties respect the arbitration agreements they have entered into. It establishes a mechanism for enforcing the arbitration agreement when one party initiates litigation in a court. If the arbitration agreement is valid and in effect, and if the other party presents it before the first court hearing, the court must honor the agreement and reject the case. This provision seeks

to uphold the sanctity of arbitration agreements and encourages parties to adhere to their contractual commitments to resolve disputes through arbitration.

## Article 27

**The Claimant may abandon or modify his claim. The Respondent may either accept or refuse the claim, and he shall be entitled to file his counter-claim.**

Article 27 of the Chinese Arbitration Law addresses the flexibility and options available to both the claimant and the respondent in the arbitration process. This article outlines the actions that parties can take in relation to their claims and counterclaims. Here is an analysis of the key elements of this article:

1. Abandoning or Modifying Claim by Claimant:
  - a. The article states that the claimant has the right to abandon or modify their claim during the arbitration proceedings.
  - b. This provision grants the claimant flexibility in their approach, allowing them to adjust their claim as the case progresses or based on new information.
2. Accepting or Refusing Claim by Respondent:
  - a. The article specifies that the respondent has the option to either accept or refuse the claim presented by the claimant.
  - b. This flexibility allows the respondent to choose how they wish to respond to the claim made against them.
3. Counter-Claims by Respondent:
  - a. The article also grants the respondent the right to file a counter-claim.
  - b. A counter-claim is a separate claim made by the respondent against the claimant, allowing the respondent to initiate their own claim within the same arbitration proceedings.

Article 27's provisions highlight the dynamic nature of arbitration proceedings, where parties have the ability to adapt and respond to each other's claims. This article ensures fairness by providing both parties with the opportunity to present and adjust their claims as well as respond to the other party's actions. The provision for counter-claims allows both parties to bring their grievances before the Arbitration Tribunal in a comprehensive manner, contributing to a more efficient resolution of all relevant issues in a single process.

## Article 28

**Where it becomes impossible or difficult to execute an arbitral award because of the acts of the other party or for other reasons, a party may apply for economic preservative measures. Where a**

**party applies for economic preservative measures, the Arbitration Commission shall refer it to the people’s court in accordance with the relevant provisions of the Civil Procedure Law. If the application comes to be false, the applicant shall compensate the other party for any loss of property due to the economic preservative measures.**

Article 28 of the Chinese Arbitration Law addresses the situation where executing an arbitral award becomes challenging due to the actions of the other party or other reasons. This article outlines the process for applying for economic preservative measures to safeguard assets during the execution of an arbitral award. Here is an analysis of the key elements of this article:

1. Economic Preservative Measures:
  - a. The article states that when executing an arbitral award becomes impossible or difficult due to the actions of the other party or other reasons, a party may seek economic preservative measures.
  - b. Economic preservative measures involve taking actions to safeguard assets or property to prevent their dissipation or harm during the execution of an arbitral award.
2. Referral to People’s Court:
  - a. If a party applies for economic preservative measures, the Arbitration Commission is responsible for referring the application to the people’s court.
  - b. This referral aligns with the relevant provisions of the Civil Procedure Law, which likely outline the procedures and standards for granting economic preservative measures.
3. False Application Consequences:
  - a. The article cautions that if an application for economic preservative measures is found to be false, the applicant is liable to compensate the other party for any loss of property resulting from the implementation of these measures.
  - b. This provision discourages parties from making baseless or fraudulent applications for economic preservative measures.

Article 28’s provisions offer a mechanism to address situations where enforcing an arbitral award faces obstacles due to various factors. By allowing parties to seek economic preservative measures to protect assets, the article aims to ensure that the award can be effectively enforced without undue hindrances. The requirement for referring the application to the people’s court and the provision for compensation in case of false applications promote accountability and fairness within the enforcement process.

## Article 29

**A party or his agent ad litem may entrust a lawyer or other agent to act on his behalf in arbitration. Those who intend to entrust a lawyer or other agent to act on his behalf in arbitration shall submit to the Arbitration Commission a power of attorney.**

Article 29 of the Chinese Arbitration Law addresses the representation of parties in arbitration proceedings. This article outlines the process by which parties can appoint lawyers or other agents to act on their behalf and the requirements for doing so. Here is an analysis of the key elements of this article:

1. Representation by Lawyer or Other Agent:
  - a. The article states that a party or their legal representative (agent ad litem) has the right to appoint a lawyer or other agent to represent them in arbitration proceedings.
  - b. This provision allows parties to have professional representation in the arbitration process to advocate for their interests effectively.
2. Submission of Power of Attorney:
  - a. The article specifies that parties intending to appoint a lawyer or other agent must submit a power of attorney to the Arbitration Commission.
  - b. A power of attorney is a legal document that grants the appointed representative the authority to act on behalf of the party.

Article 29's provisions emphasise the importance of proper legal representation in arbitration proceedings. By allowing parties to entrust lawyers or other agents to act on their behalf, the article supports parties in presenting their case effectively and professionally. The requirement for submitting a power of attorney helps ensure transparency and clarity regarding the authorised representatives in the arbitration process. This provision contributes to the fairness and integrity of the arbitration proceedings by providing clear guidelines for representation.

## Section 2 Formation of Arbitration Tribunal

### Article 30

**An Arbitration Tribunal may consist of either three or a sole arbitrator. Where an Arbitration Tribunal consists of three arbitrators, a presiding arbitrator shall be appointed.**

Article 30 of the Chinese Arbitration Law discusses the composition of an Arbitration Tribunal, specifying the number of arbitrators that can be part of the tribunal and the appointment of a presiding arbitrator. Here is an analysis of the key elements of this article:

1. Composition of Arbitration Tribunal:

- a. The article states that an Arbitration Tribunal can be composed of either three arbitrators or a sole arbitrator.
  - b. This provision offers flexibility in the formation of the tribunal, accommodating cases that might require a single arbitrator or those that demand a panel of three.
2. Presiding Arbitrator for Three-Arbitrator Tribunal:
- a. In cases where an Arbitration Tribunal consists of three arbitrators, the article mandates the appointment of a presiding arbitrator.
  - b. The presiding arbitrator plays a crucial role in managing the proceedings, facilitating discussions, and ensuring the effective functioning of the tribunal.

Article 30's provisions allow for versatility in designing the Arbitration Tribunal based on the complexity and nature of the dispute. The option for either a sole arbitrator or a three-member panel caters to different types of disputes, while the requirement for a presiding arbitrator in a three-arbitrator tribunal ensures a structured and organised arbitration process. This flexibility and organisation contribute to the overall fairness and effectiveness of the arbitration proceedings.

### Article 31

**Where the parties have agreed that the Arbitration Tribunal shall be composed of three arbitrators, they shall respectively select or respectively authorize the Chairman of the Arbitration Commission to appoint an arbitrator, and the third arbitrator shall be selected jointly by the parties or be appointed by the Chairman of the Arbitration Commission with the authorization jointly by the parties. The third arbitrator shall be the presiding arbitrator. Where the parties have agreed that the Arbitration Tribunal shall be composed of a sole arbitrator, that arbitrator shall be selected jointly by the parties or be appointed by the Chairman of the Arbitration Commission with the authorization jointly by the parties.**

Article 31 of the Chinese Arbitration Law discusses the process of appointing arbitrators for an Arbitration Tribunal, both when the tribunal consists of three arbitrators and when it is composed of a sole arbitrator. The article outlines the procedures for selecting arbitrators and the roles of the parties involved in the process. Here is an analysis of the key elements of this article:

1. Composition of Three-Arbitrator Tribunal: If the parties agree that the Arbitration Tribunal will have three arbitrators, the following steps are outlined:
  - a. Party Selection/Appointment: Each party selects or authorises the Chairman of the Arbitration Commission to appoint one arbitrator.
  - b. Selection of Presiding Arbitrator: The third arbitrator, who will also serve as the presiding arbitrator, is either jointly selected by the parties or appointed by the Chairman of the Arbitration Commission with authorisation from both parties.
2. Composition of Sole Arbitrator Tribunal: If the parties agree that the Arbitration Tribunal will consist of a sole arbitrator, the following procedure is described:



- a. Joint Selection/Appointment: The sole arbitrator is either jointly selected by the parties or appointed by the Chairman of the Arbitration Commission with authorisation from both parties.

Article 31's provisions establish a structured process for appointing arbitrators based on the agreed composition of the Arbitration Tribunal. By outlining the steps for both three-arbitrator and sole-arbitrator tribunals, the article ensures transparency and fairness in the selection process. The role of the Chairman of the Arbitration Commission in appointing arbitrators emphasises the impartiality and credibility of the process. Ultimately, this article contributes to the establishment of a balanced and competent Arbitration Tribunal, which is crucial for the effective resolution of disputes.

## Article 32

**Where the parties, within the time limits as provided for by the arbitration rules, fail to agree on the formation of the Arbitration Tribunal or fail to select the arbitrator(s), the formation of the Arbitration Tribunal or the arbitrator(s) shall be decided or appointed by the Chairman of the Arbitration Commission.**

Article 32 of the Chinese Arbitration Law addresses a situation where the parties involved in an arbitration case are unable to agree on the composition of the Arbitration Tribunal or the selection of arbitrators within the specified timeframe. This article outlines the authority of the Chairman of the Arbitration Commission to make decisions in such cases. Here is an analysis of the key elements of this article:

1. Lack of Agreement on Tribunal Composition or Arbitrators: The article addresses scenarios where the parties fail to come to an agreement on:
  - a. The formation of the Arbitration Tribunal (whether it consists of three arbitrators or a sole arbitrator).
  - b. The selection of arbitrators, as per the parties' agreed-upon process.
2. Chairman's Authority to Decide or Appoint: In situations where the parties are unable to agree on the formation of the Arbitration Tribunal or the selection of arbitrators within the time limits defined by the arbitration rules, the article states that the Chairman of the Arbitration Commission has the authority to:
  - a. Decide on the composition of the Arbitration Tribunal.
  - b. Appoint arbitrators for the Tribunal.

Article 32's provisions address potential roadblocks in the arbitration process due to the parties' inability to reach an agreement on the composition of the Tribunal or the selection of arbitrators. By allowing the Chairman of the Arbitration Commission to intervene and make these decisions, the article ensures that arbitration proceedings can move forward even in cases where parties are unable to resolve these issues on their own. This provision helps prevent unnecessary delays in the resolution of disputes and supports the efficient functioning of the arbitration process.

### Article 33

**After an Arbitration Tribunal has been formed, the Arbitration Commission shall notify the formation of the Arbitration Tribunal in writing to the parties.**

Article 33 of the Chinese Arbitration Law outlines a procedural step that the Arbitration Commission must take after the formation of an Arbitration Tribunal. This article specifies the requirement to inform the parties involved about the establishment of the tribunal. Here is an analysis of the key element of this article:

1. Notification of Tribunal Formation:
  - a. The article stipulates that after the Arbitration Tribunal has been successfully formed (whether it is composed of three arbitrators or a sole arbitrator), the Arbitration Commission is obligated to provide written notification to the parties involved.
  - b. This notification serves as an official communication to inform the parties about the constitution of the tribunal that will preside over their arbitration case.

Article 33's provision underscores the importance of transparency and communication in the arbitration process. By notifying the parties in writing about the formation of the Arbitration Tribunal, the article ensures that all parties are informed about the key individuals responsible for handling their case. This contributes to clarity and accountability in the arbitration proceedings, enhancing the overall fairness and effectiveness of the process.

### Article 34

**Where any arbitrator comes under any of the following circumstances, he shall withdraw from his office, also the parties shall have the right to make a request for a withdrawal of him from his office:**

- (1) he is a party or a near relative of a party or of the agent of a party to the case;
- (2) he has a personal interest in the case;
- (3) he has other relationship with a party or the agent of a party to the case that cause doubts to his impartiality; or
- (4) he has secretly met with a party or the agent of a party, or accepted lavish dinner and gift offered by a party or the agent of a party.

Article 34 of the Chinese Arbitration Law outlines the circumstances under which an arbitrator should withdraw from their position and the parties' right to request such a withdrawal. This article emphasises the importance of maintaining impartiality and preventing any conflicts of interest within the arbitration process. Here is an analysis of the key elements of this article:

1. Grounds for Arbitrator Withdrawal: The article enumerates several situations in which an arbitrator must withdraw from their office:

- a. If the arbitrator is a party or a close relative of a party or their agent in the case.
  - b. If the arbitrator has a personal interest in the case.
  - c. If the arbitrator has any other relationship with a party or their agent that could cast doubt on their impartiality.
  - d. If the arbitrator has engaged in secret meetings with a party or their agent or has accepted significant gifts or favors from them.
2. Right of Parties to Request Withdrawal:
- a. The article affirms the parties' right to request the withdrawal of an arbitrator if they believe that one of the aforementioned circumstances applies.
  - b. This provision empowers parties to take action if they suspect that an arbitrator's impartiality might be compromised.

Article 34's provisions underscore the principles of fairness, impartiality, and transparency in arbitration proceedings. By setting clear grounds for arbitrator withdrawal and allowing parties to request such a withdrawal, the article aims to prevent conflicts of interest and ensure the credibility of the arbitration process. These provisions contribute to maintaining the integrity and reputation of the arbitration system, ultimately supporting the resolution of disputes in a just and unbiased manner.

## Article 35

**The party who challenges an arbitrator shall state the reason and make a request for withdrawal before the first hearing. Where the reason for challenge becomes known after the first hearing, the request for withdrawal may be made before the end of the last hearing.**

Article 35 of the Chinese Arbitration Law discusses the procedure and timing for challenging an arbitrator's impartiality and requesting their withdrawal from an arbitration case. The article outlines when and how a party can raise a challenge against an arbitrator based on concerns about their impartiality. Here is an analysis of the key elements of this article:

1. Timing of Challenge:
  - a. The article specifies that a party must raise a challenge against an arbitrator before the first hearing of the case.
  - b. In cases where the reason for the challenge becomes apparent after the first hearing, the party can request the arbitrator's withdrawal before the conclusion of the final hearing.
2. Reason for Challenge:
  - a. The party challenging an arbitrator is required to provide a reason for their challenge.

- b. This provision ensures that challenges are based on valid concerns rather than being arbitrary or unfounded.
3. Flexibility for Post-Hearing Challenges:
- a. The article allows for a more flexible timeframe for challenges if the reason for the challenge becomes known after the first hearing.
  - b. This provision acknowledges that certain circumstances might arise during the course of the proceedings that could impact the perceived impartiality of an arbitrator.

Article 35's provisions aim to establish a clear and balanced approach to challenging an arbitrator's impartiality while maintaining the integrity of the arbitration process. By setting specific timeframes for raising challenges, the article ensures that parties address concerns in a timely manner. This approach helps prevent unnecessary delays in the proceedings while allowing parties to safeguard the fairness and credibility of the arbitration process.

#### Article 36

**The Chairman of the Arbitration Commission shall decide on the withdrawal of an arbitrator; the Arbitration Commission shall decide on the withdrawal of the Chairman of the Arbitration Commission as an arbitrator.**

Article 36 of the Chinese Arbitration Law outlines the decision-making process for handling the withdrawal of an arbitrator or the Chairman of the Arbitration Commission from a case. The article specifies the respective bodies responsible for making these decisions. Here is an analysis of the key elements of this article:

1. Withdrawal of an Arbitrator:
  - a. The article states that the Chairman of the Arbitration Commission has the authority to decide on the withdrawal of an arbitrator from a case.
  - b. This provision ensures a centralised decision-making process for challenges related to arbitrators' withdrawal, providing consistency and impartiality.
2. Withdrawal of the Chairman of the Arbitration Commission as an Arbitrator:
  - a. The article also specifies that if the Chairman of the Arbitration Commission is acting as an arbitrator and a challenge for their withdrawal arises, the decision should be made by the Arbitration Commission itself.
  - b. This provision recognises the unique status of the Chairman of the Arbitration Commission and ensures that the decision-making process remains unbiased and free from conflicts of interest.

Article 36's provisions establish a clear division of authority for handling challenges to arbitrators' withdrawal, depending on the position of the arbitrator in question. By assigning the decision-making

authority to appropriate bodies, the article contributes to the fairness, transparency, and integrity of the arbitration process. This ensures that challenges to the composition of the Arbitration Tribunal are addressed in a consistent and impartial manner.

### Article 37

**Where an arbitrator cannot perform his functions because of his withdrawal or for other reasons, a substitute arbitrator shall be selected or appointed in accordance with the provisions of this Law. After the substitute arbitrator has been selected or appointed upon the withdrawal, the parties may request that the arbitral proceedings in progress begin anew, and the Arbitration Tribunal shall decide to permit or not; the Arbitration Tribunal may also decide of itself whether or not the arbitral proceedings shall begin anew.**

Article 37 of the Chinese Arbitration Law addresses the situation when an arbitrator is unable to perform their functions due to withdrawal or other reasons, and outlines the procedures for appointing a substitute arbitrator and potentially restarting the arbitral proceedings. Here is an analysis of the key elements of this article:

1. **Substitute Arbitrator Selection or Appointment:**
  - a. The article states that if an arbitrator is unable to fulfill their functions due to withdrawal or other reasons, a substitute arbitrator should be chosen or appointed as per the provisions of the law.
  - b. This provision ensures that the Arbitration Tribunal maintains its composition and functions even if an arbitrator is no longer able to participate.
2. **Restarting Arbitral Proceedings with Substitute Arbitrator:** The article outlines two scenarios for potentially restarting the arbitral proceedings after a substitute arbitrator is selected or appointed:
  - a. The parties may request that the ongoing arbitral proceedings start anew.
  - b. The Arbitration Tribunal itself may decide whether the proceedings should begin anew.

This provision provides flexibility in determining whether it is necessary to restart the proceedings with the new arbitrator, taking into account the progress made in the case.

Article 37's provisions ensure that the integrity of the Arbitration Tribunal is maintained even in the event of an arbitrator's withdrawal or inability to continue. By allowing the option to restart proceedings with the substitute arbitrator, the article balances the need for efficiency with the desire to ensure a fair and complete arbitration process. This contributes to the overall effectiveness and fairness of the arbitration proceedings while accommodating changes in the composition of the tribunal.

## Article 38

**Where any arbitrator comes under the circumstances as mentioned in Item (4) of Article 34 of this Law and the case is serious, or under the circumstances as mentioned in Item (6) of Article 58 of this Law, he shall be investigated for legal responsibilities according to law, and the Arbitration Commission shall remove his name from the roll of arbitrators.**

Article 38 of the Chinese Arbitration Law addresses the consequences for an arbitrator who engages in certain behaviors that compromise their impartiality or ethics during the arbitration process. The article outlines the circumstances under which an arbitrator may face legal investigation and the removal of their name from the roll of arbitrators. Here is an analysis of the key elements of this article:

1. **Serious Misconduct and Legal Responsibilities:** The article mentions two specific situations where an arbitrator's conduct could lead to legal consequences:
  - a. When an arbitrator falls under the circumstances described in Item (4) of Article 34, which includes secretly meeting with a party or accepting lavish dinners and gifts offered by a party or their agent.
  - b. When an arbitrator falls under the circumstances outlined in Item (6) of Article 58, which likely pertains to serious misconduct related to accepting bribes, interfering with evidence, or falsifying documents during the arbitration process.
2. **Investigation and Removal:**
  - a. In cases where an arbitrator's conduct matches the specified circumstances and the case is considered serious, the article stipulates that the arbitrator shall be investigated for legal responsibilities according to the law.
  - b. The Arbitration Commission is responsible for removing the arbitrator's name from the roll of arbitrators.
  - c. The removal from the roll of arbitrators signifies the revocation of an arbitrator's authority to serve in future arbitration cases.

Article 38's provisions highlight the importance of maintaining integrity, impartiality, and ethical conduct in the arbitration process. By outlining specific actions that can lead to legal investigation and the removal of an arbitrator from the roll, the article safeguards the credibility of the arbitration system. This serves to maintain public trust in arbitration proceedings and to ensure that arbitrators act in accordance with the highest standards of professionalism and ethics.

## Section III Hearing and Award

### Article 39

**Arbitration shall be conducted by means of oral hearing. Where the parties agree to omit oral hearing, the Arbitration Tribunal may make an award according to the application for arbitration, the bill of defence and other papers.**

Article 39 of the Chinese Arbitration Law addresses the conduct of arbitration proceedings, specifically focusing on the requirement for an oral hearing and the circumstances under which an oral hearing can be omitted. Here is an analysis of the key elements of this article:

1. Mandatory Oral Hearing:
  - a. The article establishes that arbitration proceedings must be conducted through an oral hearing.
  - b. An oral hearing involves a formal session where the parties, their representatives, and the arbitrators meet in person to present their arguments, evidence, and positions.
2. Exception for Omitting Oral Hearing:
  - a. The article allows for an exception to the mandatory oral hearing requirement.
  - b. If the parties mutually agree to omit the oral hearing, the Arbitration Tribunal has the authority to make an award based on the documents submitted, including the application for arbitration and the bill of defense.

Article 39's provisions balance the importance of conducting arbitration proceedings through oral hearings, which allow for direct presentation of arguments and evidence, with the flexibility to expedite the process in cases where both parties agree to omit the hearing. This flexibility can be useful for less complex cases or cases where the parties are in agreement. The article's provisions ensure that arbitration proceedings can be efficient while still upholding principles of fairness and transparency.

### Article 40

**Arbitration shall be conducted in camera. Where the parties agree on open hearing, it may be done so, with the exception that any state secrets are involved.**

Article 40 of the Chinese Arbitration Law addresses the issue of confidentiality and transparency in arbitration proceedings. The article outlines the default approach to conducting arbitration in private (in camera) and provides an exception for cases where the parties agree to an open hearing. Here is an analysis of the key elements of this article:

1. Default In Camera Proceedings:
  - a. The article states that arbitration proceedings should generally be conducted in camera, meaning that they are held privately and not open to the public.

- b. In camera proceedings aim to protect the confidentiality of the parties and the sensitive information presented during the arbitration.
- 2. Exception for Open Hearing:
  - a. The article allows for an exception to the default in camera proceedings if the parties agree to have an open hearing.
  - b. An open hearing involves making the arbitration proceedings accessible to the public, allowing observers to attend and potentially ensuring more transparency in the process.
- 3. State Secrets Exception:
  - a. The article specifies that the exception for open hearings does not apply if state secrets are involved in the case.
  - b. This emphasises the importance of safeguarding sensitive national security information from public exposure.

Article 40's provisions strike a balance between ensuring confidentiality and transparency in arbitration proceedings. While defaulting to private proceedings protects the parties' sensitive information, the option for open hearings gives parties the flexibility to have a more transparent process if they choose. The exception for state secrets reflects the paramount importance of national security. This article's provisions are designed to adapt to various types of cases while still adhering to principles of fairness and the protection of sensitive information.

#### Article 41

**The Arbitration Commission shall, within the time limits as provided for by the arbitration rules, notify both sides of the parties the date of oral hearing. With justified reasons, a party may, within the time limits as provided for by the arbitration rules, request for an postponement of the date of oral hearing. The Arbitration Tribunal shall decide on the request.**

Article 41 of the Chinese Arbitration Law pertains to the scheduling of oral hearings in arbitration proceedings and the procedures related to postponements. The article outlines the steps to be taken by the Arbitration Commission, the parties, and the Arbitration Tribunal in relation to scheduling and potentially rescheduling oral hearings. Here is an analysis of the key elements of this article:

- 1. Notification of Oral Hearing Date:
  - a. The article stipulates that the Arbitration Commission is responsible for informing both parties about the date of the oral hearing.
  - b. This requirement ensures that both parties are aware of the hearing date well in advance, promoting transparency and allowing them to prepare accordingly.
- 2. Postponement Request by Parties:



- a. The article grants parties the right to request a postponement of the oral hearing date within the timeframe specified by the arbitration rules.
  - b. The request for postponement must be supported by justified reasons.
3. Arbitration Tribunal's Decision on Postponement:
- a. The article establishes that the Arbitration Tribunal is responsible for making a decision on whether to grant the requested postponement.
  - b. The Tribunal's decision is likely based on the merits of the request and the impact on the proceedings.

Article 41's provisions contribute to the fair and efficient conduct of arbitration proceedings by ensuring that parties are given sufficient notice of oral hearing dates. Additionally, the option for a party to request a postponement under valid circumstances acknowledges the practicalities that might arise during the proceedings. The Arbitration Tribunal's role in deciding on postponement requests helps maintain the balance between accommodating reasonable needs and avoiding unnecessary delays.

#### Article 42

**The Applicant who has been notified in writing to but fails to appear at the hearing without any justified reason or leaves the session in the progress of the hearing without permission of the Arbitration Tribunal shall be deemed to withdraw his application for arbitration. Where the Respondent who has been notified in writing fails to appear at the hearing without any justified reason or leaves the session in the progress of the hearing without permission of the Arbitration Tribunal, the Arbitration Tribunal may make an award by default.**

Article 42 of the Chinese Arbitration Law addresses the consequences of non-appearance by either the applicant (claimant) or the respondent during an arbitration hearing. The article outlines how the Arbitration Tribunal should treat cases of non-appearance or departure from the hearing without permission. Here is an analysis of the key elements of this article:

1. Non-Appearance by Applicant (Claimant):
  - a. If the applicant, who has been duly notified in writing about the hearing, fails to appear at the hearing without any justified reason or leaves the hearing session in progress without the Tribunal's permission, their action will be considered as a withdrawal of their application for arbitration.
  - b. This provision emphasises the importance of the applicant's active participation in the arbitration process. Non-participation can be interpreted as the applicant's lack of interest in pursuing the case.
2. Non-Appearance by Respondent:
  - a. If the respondent, who has been duly notified in writing about the hearing, fails to appear at the hearing without any justified reason or leaves the hearing session in

progress without the Tribunal's permission, the Arbitration Tribunal has the authority to make an award by default.

- b. This provision empowers the Tribunal to proceed with the case and make a decision even if the respondent does not participate.

Article 42's provisions aim to ensure that both parties have a fair opportunity to present their case and that the arbitration process is not unduly delayed due to non-participation. By setting clear consequences for non-appearance or premature departure, the article seeks to maintain the integrity and efficiency of the arbitration proceedings and prevent potential abuse or disruption of the process.

### Article 43

**The parties shall give evidence for their own arguments. The Arbitration Tribunal may, when it considers necessary, make investigation and collect evidence on its own initiative.**

Article 43 of the Chinese Arbitration Law outlines the roles and responsibilities of the parties and the Arbitration Tribunal in providing evidence and conducting investigations in arbitration proceedings. Here is an analysis of the key elements of this article:

1. Party Responsibility for Evidence:
  - a. The article stipulates that the parties are responsible for presenting evidence to support their respective arguments in the arbitration proceedings.
  - b. This emphasises the importance of the parties actively participating and providing evidence to substantiate their claims or defenses.
2. Tribunal's Authority to Investigate and Collect Evidence:
  - a. The article grants the Arbitration Tribunal the authority to conduct investigations and collect evidence on its own initiative when it deems it necessary.
  - b. This provision empowers the Tribunal to ensure a thorough and impartial consideration of the case by obtaining additional evidence beyond what the parties provide.

Article 43's provisions support the principle of fairness and thoroughness in arbitration proceedings. By requiring parties to present their evidence and granting the Tribunal the power to independently investigate and gather evidence, the article aims to ensure that the proceedings are well-informed and that decisions are based on a comprehensive understanding of the facts. This balanced approach contributes to the overall effectiveness and credibility of the arbitration process.

### Article 44

**The Arbitration Tribunal may, when it considers necessary, refer a specialized issue for appraisal to an appraisal agency agreed upon by the parties or appointed by the Tribunal itself. The appraisal**

**agency shall, on the request of the party or the demand of the Arbitration Tribunal, send an appraiser to attend the hearing. With permission of the Arbitration Tribunal, the parties may put questions to the appraiser.**

Article 44 of the Chinese Arbitration Law pertains to the process of seeking specialised appraisals within arbitration proceedings. The article outlines how the Arbitration Tribunal can involve an appraisal agency to assess specific issues, the participation of the appraisal agency in hearings, and the interaction between parties and appraisers. Here is an analysis of the key elements of this article:

1. Referring Specialised Issues for Appraisal:
  - a. The article grants the Arbitration Tribunal the authority to refer specialised issues for appraisal when it deems it necessary.
  - b. Specialised issues may involve technical, scientific, or specialised knowledge that requires expert assessment.
2. Agreed or Appointed Appraisal Agency:
  - a. The article specifies that the parties can either agree on an appraisal agency or the Tribunal itself can appoint one.
  - b. This flexibility ensures that the parties have a say in the selection of the appraisal agency while also allowing the Tribunal to take initiative when needed.
3. Appraiser Participation in Hearings:
  - a. The article states that the appraisal agency's appraiser can attend the hearing upon request from a party or at the demand of the Arbitration Tribunal.
  - b. This provision allows the appraiser to provide their insights during the hearing, contributing to a more informed and well-rounded understanding of the issues.
4. Questioning of Appraiser by Parties:
  - a. With permission from the Arbitration Tribunal, the parties are allowed to put questions to the appraiser during the hearing.
  - b. This interaction enables the parties to clarify the appraisal process and any issues related to the appraiser's findings.

Article 44's provisions support the pursuit of specialised knowledge and expertise to enhance the accuracy and understanding of the issues at hand. By allowing the involvement of appraisal agencies and appraisers, the article promotes thorough consideration of technical matters within the arbitration process. The ability of parties to question appraisers and the Tribunal's oversight ensure transparency and fairness in this aspect of the proceedings.

## Article 45

**Evidence shall be presented during the hearings, and the parties may make challenges thereon.**

Article 45 of the Chinese Arbitration Law focuses on the presentation and examination of evidence during arbitration hearings. The article emphasises the role of evidence and the ability of parties to challenge it. Here is an analysis of the key elements of this article:

1. Presentation of Evidence:
  - a. The article highlights that evidence should be presented during the arbitration hearings.
  - b. This underscores the importance of introducing relevant evidence to support the parties' claims and defenses.
2. Challenging Evidence:
  - a. The article allows parties to challenge the presented evidence during the hearings.
  - b. Parties have the right to question the authenticity, relevance, or validity of the evidence submitted by the opposing party.

Article 45's provisions contribute to the transparency and fairness of the arbitration process. By requiring evidence to be presented during the hearings and allowing challenges to be made, the article ensures that the parties have the opportunity to scrutinise the evidence being used to support arguments. This promotes the thorough examination of facts and contributes to the accurate resolution of disputes through the arbitration proceedings.

## Article 46

**Under circumstances where there is a likelihood that evidence may be destroyed or lost or difficult to obtain later on, the parties may apply for the evidence to be preserved. Where a party applies for any evidence to be preserved, the Arbitration Commission shall pass the application on to the basic people's court at the place of the evidence.**

Article 46 of the Chinese Arbitration Law addresses the preservation of evidence in arbitration proceedings, particularly in situations where evidence may be at risk of destruction, loss, or becoming difficult to obtain in the future. The article outlines the procedures for parties to apply for evidence preservation and the role of the basic people's court in this process. Here is an analysis of the key elements of this article:

1. Preservation of Evidence:
  - a. The article acknowledges the importance of preserving evidence that may be at risk of destruction, loss, or becoming difficult to obtain in the future.
  - b. This provision reflects the need to ensure that crucial evidence remains available for examination and consideration during the arbitration process.

2. Application for Evidence Preservation:
  - a. The article allows parties to apply for the preservation of evidence that is deemed to be at risk.
  - b. Parties can request evidence preservation when they believe that vital evidence might be compromised before the arbitration is concluded.
3. Role of the Basic People’s Court:
  - a. The article stipulates that when a party applies for evidence preservation, the Arbitration Commission will forward the application to the basic people’s court located where the evidence is situated.
  - b. The basic people’s court plays a role in overseeing and facilitating the preservation of evidence requested by the parties.

Article 46’s provisions help ensure the integrity of the arbitration process by safeguarding evidence that might be essential to the resolution of disputes. By involving the basic people’s court in evidence preservation, the article aims to provide an effective mechanism for parties to secure evidence that might otherwise be vulnerable to deterioration or loss. This process contributes to maintaining fairness and transparency in arbitration proceedings by ensuring that all relevant evidence can be considered.

#### Article 47

**The parties shall have the right to carry on debate in the course of arbitration. The presiding arbitrator or the sole arbitrator shall, at the end of the debate, seek the final statements of the parties.**

Article 47 of the Chinese Arbitration Law focuses on the rights of parties to engage in debate and make final statements during arbitration proceedings. The article outlines the procedure for parties to present their arguments and the role of the presiding arbitrator or sole arbitrator in concluding the debate. Here is an analysis of the key elements of this article:

1. Right to Carry on Debate:
  - a. The article asserts the right of the parties to engage in debate during the arbitration proceedings.
  - b. Debate involves presenting arguments, evidence, and responses related to the issues in dispute, allowing parties to articulate their positions and counterarguments.
2. Final Statements:
  - a. The article stipulates that the presiding arbitrator or sole arbitrator shall facilitate the final statements of the parties.

- b. The purpose of seeking final statements is to provide parties with an opportunity to summarise their positions, address any remaining points, and make any final arguments before the conclusion of the proceedings.

Article 47's provisions support the principles of due process, fairness, and transparency in arbitration proceedings. By ensuring that parties have the opportunity to engage in debate and make final statements, the article enables them to present their case comprehensively and respond to any opposing arguments. The role of the presiding arbitrator or sole arbitrator in concluding the debate helps manage the proceedings and provides structure to the presentation of arguments.

#### Article 48

**The Arbitration Tribunal shall make a written record of the hearing. If any party or any other participant in the hearing holds that there is any omission or error in the records of his statements, he shall have the right to apply for supplement or correction. The application shall be recorded if it is rejected. The written record shall be signed or sealed by the arbitrator(s), recorder, parties and any other participants in the hearing.**

Article 48 of the Chinese Arbitration Law addresses the documentation and record-keeping of arbitration hearings. The article emphasises the importance of maintaining an accurate written record of the proceedings and provides a process for parties and participants to address any potential inaccuracies or omissions. Here is an analysis of the key elements of this article:

1. Written Record of the Hearing:
  - a. The article mandates that the Arbitration Tribunal creates a written record of the hearing.
  - b. This written record serves as an official account of the proceedings, documenting the arguments, evidence, statements, and other relevant aspects of the hearing.
2. Right to Apply for Supplement or Correction:
  - a. The article grants parties and participants the right to apply for the supplement or correction of the written record if they believe there are omissions or errors in their statements.
  - b. This provision ensures that the recorded information accurately reflects the statements made during the hearing.
3. Recording Application Rejections:
  - a. The article states that if an application for supplement or correction is rejected, the rejection shall also be recorded.
  - b. This provision ensures transparency by acknowledging when an application for correction or supplementation is not accepted.
4. Signing or Sealing the Record:

- a. The article requires that the written record be signed or sealed by various participants, including arbitrators, the recorder, parties, and any other individuals involved in the hearing.
- b. This signature or seal verifies the accuracy and authenticity of the recorded information.

Article 48's provisions support transparency, fairness, and the integrity of arbitration proceedings. The requirement for a written record helps ensure an accurate historical account of the hearing, and the process for applying for correction or supplementation adds a layer of accountability and accuracy. The involvement of multiple participants in signing or sealing the record further contributes to the credibility of the documentation.

#### Article 49

**The parties may make reconciliation of themselves after they have submitted their dispute to arbitration. Where a settlement is reached through reconciliation, the parties may either ask the Arbitration Tribunal to make an award according to the agreement on reconciliation or withdraw the application for arbitration.**

Article 49 of the Chinese Arbitration Law addresses the possibility of parties reaching a settlement through reconciliation after their dispute has been submitted to arbitration. The article outlines the options available to parties in the event of such a settlement. Here is an analysis of the key elements of this article:

1. Settlement Through Reconciliation:
  - a. The article acknowledges that parties may have the opportunity to resolve their dispute through reconciliation, even after arbitration proceedings have begun.
  - b. Reconciliation involves the parties voluntarily reaching an agreement to settle their differences outside of the arbitration process.
2. Options for Parties after Settlement:
  - a. If a settlement is reached through reconciliation, the parties have two options:
  - b. They may ask the Arbitration Tribunal to make an award according to the terms of the settlement agreement.
  - c. Alternatively, they can choose to withdraw their application for arbitration altogether.

Article 49's provisions support the principles of party autonomy and the flexibility of arbitration proceedings. By allowing parties to reconcile and settle their dispute, the article recognises the potential for amicable resolutions that can save time and resources. The options provided reflect the parties' ability to choose the most suitable course of action based on the outcome of their reconciliation efforts.

## Article 50

**Where he retracts after an agreement on reconciliation has been reached, the party may apply for arbitration again by virtue of the arbitration agreement after the original application for arbitration has been withdrawn.**

Article 50 of the Chinese Arbitration Law addresses the situation where a party retracts from a settlement agreement that was reached through reconciliation. The article outlines the party's right to initiate arbitration proceedings again if they retract their agreement to reconcile. Here is an analysis of the key elements of this article:

1. **Retraction from Reconciliation Agreement:** The article specifies that if a party retracts from a settlement agreement that was reached through reconciliation, they choose not to honor or abide by the terms of the agreement.
2. **Right to Initiate Arbitration Again:**
  - a. In the event of such a retraction, the party still has the right to initiate arbitration proceedings again based on the original arbitration agreement that was used before the settlement agreement was reached.
  - b. This provision ensures that a party who initially agreed to reconcile but later changes their mind can still resort to arbitration to resolve the dispute.

Article 50's provisions aim to provide parties with a level of flexibility and recourse if they later regret their decision to reconcile and opt for arbitration instead. This reflects the legal principle of allowing parties to make informed decisions and preserves their rights to seek resolution through arbitration if a reconciliation attempt does not succeed.

## Article 51

**The Arbitration Tribunal may conduct conciliation first before making an award. Where the parties themselves wish to make a settlement through conciliation, the Arbitration Tribunal shall conduct conciliation. Failing settlement through conciliation, an award shall be made without delay. Where a conciliation agreement has been reached, the Arbitration Tribunal shall either draw up a conciliation statement or give an award according to the conciliation agreement. The conciliation statement and the award shall be of equal legal effect.**

Article 51 of the Chinese Arbitration Law addresses the concept of conciliation within arbitration proceedings. The article outlines the circumstances under which conciliation can be conducted, the role of the Arbitration Tribunal in facilitating conciliation, and the implications of reaching a settlement through conciliation. Here is an analysis of the key elements of this article:

1. **Conciliation Process:**
  - a. The article states that the Arbitration Tribunal has the authority to conduct conciliation before making an award.



- b. This provision reflects the option for the Tribunal to explore settlement opportunities and encourages amicable resolutions between the parties.
- 2. Parties' Right to Conclude Conciliation:
  - a. The article emphasises that if the parties themselves wish to reach a settlement through conciliation, the Arbitration Tribunal should facilitate this process.
  - b. This provision respects the parties' autonomy to seek reconciliation and encourages their active involvement in the resolution of their dispute.
- 3. Outcome of Conciliation Attempt:
  - a. If the conciliation attempt is successful and a settlement agreement is reached, the article specifies that the Arbitration Tribunal can either draw up a conciliation statement or provide an award based on the conciliation agreement.
  - b. Both the conciliation statement and the award are given equal legal effect.

Article 51's provisions align with the principles of flexibility, party autonomy, and efficiency in arbitration proceedings. By allowing the Arbitration Tribunal to conduct conciliation, the article promotes the exploration of mutually acceptable solutions. Additionally, the equal legal effect of the conciliation statement and the award ensures that parties have a formal resolution regardless of whether the case concludes through conciliation or by the issuance of an award.

## Article 52

**The arbitral claim and the settlement agreed on by the parties shall be stated in a conciliation agreement. The conciliation statement shall be signed by the arbitrator(s) with the seal of the Arbitration Commission and then be served to both sides of the parties. The conciliation statement shall become effective as soon as both sides of the parties have signed for receipt thereof. Where any party retracts before he signs for receipt of the conciliation statement, the Arbitration Tribunal shall make an award without delay.**

Article 52 of the Chinese Arbitration Law outlines the requirements and procedures for formalising conciliation agreements within arbitration proceedings. The article focuses on the creation, signing, and effectiveness of conciliation agreements. Here is an analysis of the key elements of this article:

- 1. Contents of Conciliation Agreement:
  - a. The article mandates that the arbitral claim (the subject of the dispute) and any settlement agreed upon by the parties must be clearly stated in the conciliation agreement.
  - b. This ensures that the terms of the resolution, whether reached through conciliation or settlement, are accurately documented and agreed upon by the parties.
- 2. Signing and Sealing of Conciliation Statement:

- a. The conciliation statement, once agreed upon by the parties, is required to be signed by the arbitrator(s) with the official seal of the Arbitration Commission.
  - b. This adds an element of formality and authentication to the conciliation statement, indicating its official status.
3. Effective Date of Conciliation Statement:
- a. The article states that the conciliation statement becomes effective once both parties have signed to acknowledge receipt of the statement.
  - b. The conciliation agreement is binding and becomes legally effective once both parties have formally acknowledged its receipt.
4. Retraction Before Signing:
- a. If a party retracts from the conciliation before signing to acknowledge receipt, the article stipulates that the Arbitration Tribunal should proceed to make an award without delay.
  - b. This ensures that the arbitration process can continue if a party changes their mind about the conciliation after the agreement has been reached but before formal receipt.

Article 52's provisions aim to ensure the accuracy, authenticity, and effectiveness of conciliation agreements. By requiring formal signatures, seals, and acknowledgment of receipt, the article establishes a clear process for parties to finalise their resolution through conciliation. The provision for an award if a party retracts before signing acknowledges the importance of maintaining a consistent and efficient arbitration process.

### Article 53

**The award shall be decided by the majority of the arbitrators, while the minority opinion may be put in a written record. Where no majority is obtainable, the award shall be decided by the presiding arbitrator.**

Article 53 of the Chinese Arbitration Law addresses the decision-making process for rendering arbitral awards within arbitration proceedings. The article outlines how the award is reached in cases where there is a majority opinion among the arbitrators and what happens if a majority cannot be obtained. Here is an analysis of the key elements of this article:

1. Majority Decision for the Award:
  - a. The article states that the award shall be decided by a majority of the arbitrators.
  - b. This reflects the principle of consensus among the arbitral tribunal and ensures that a prevailing opinion is used to determine the outcome of the case.
2. Recording Minority Opinion:

- a. The article acknowledges that if there is a minority opinion among the arbitrators, it can be put in a written record.
  - b. Recording the minority opinion adds transparency to the decision-making process and provides an opportunity for dissenting views to be documented.
3. Decision by the Presiding Arbitrator:
- a. If a majority opinion cannot be reached, the article stipulates that the award shall be decided by the presiding arbitrator.
  - b. This provision ensures that the arbitration process can move forward and an award can be issued even if full consensus cannot be achieved among all arbitrators.

Article 53's provisions aim to ensure that the decision-making process for arbitral awards is fair, transparent, and efficient. The requirement for a majority decision reflects the importance of reaching a collective decision, and the allowance for recording minority opinions adds an element of accountability and transparency to the process. The provision for the presiding arbitrator to decide in cases of no majority opinion ensures that cases can be concluded even when complete consensus cannot be reached.

#### Article 54

**The award shall be written into the arbitral claim, the facts of the dispute, the reasons for the decisions, the result of the award, the arbitration costs to be borne and the date on which the award was made. The facts of the dispute and reasons for the award may be omitted if they are agreed to be by the parties. The award shall be signed by the arbitrator(s) with the seal of the Arbitration Commission. The arbitrator of the minority opinion may either sign or not.**

Article 54 of the Chinese Arbitration Law outlines the requirements for the content and formalities of arbitral awards. The article specifies the elements that must be included in the award, provides flexibility regarding the presentation of certain information, and addresses the signing of the award. Here is an analysis of the key elements of this article:

1. Mandatory Content of the Award:
  - a. The article lists the essential elements that must be included in the award: the arbitral claim, the facts of the dispute, the reasons for the decisions, the result of the award, the arbitration costs to be borne, and the date on which the award was made.
  - b. These elements collectively ensure that the award provides a comprehensive and clear account of the tribunal's decision and the basis for it.
2. Flexibility in Content:
  - a. The article allows for flexibility by stating that the facts of the dispute and reasons for the award can be omitted if the parties agree.

- b. This provision acknowledges that parties may choose to exclude certain details from the award if they both concur, potentially simplifying the award document in cases where full details are not necessary.
3. Formalities of the Award:
- a. The award must be signed by the arbitrator(s) with the seal of the Arbitration Commission.
  - b. The arbitrator(s) who provided a minority opinion have the option to sign the award or not, reflecting their individual stance on the decision.

Article 54's provisions aim to ensure that arbitral awards are comprehensive, accurate, and formalised in accordance with the law. By requiring specific elements in the award, such as the basis for the decision, it promotes transparency and accountability in the tribunal's decision-making process. The flexibility to omit certain information when parties agree allows for tailored awards that suit the needs of the case. The formalities surrounding the signing and sealing of the award contribute to its official status and legitimacy.

## Article 55

**The Arbitration Tribunal may, in the process of the arbitration, make an interlocutory award first on any facts of the case if those facts are already evident.**

Article 55 of the Chinese Arbitration Law pertains to the authority of an Arbitration Tribunal to issue interlocutory awards during the arbitration process based on evident facts of the case. Here is an analysis of the key elements of this article:

1. Interlocutory Award:
  - a. An interlocutory award is a partial award issued by the Arbitration Tribunal during the course of the arbitration proceedings before a final award is made.
  - b. The purpose of an interlocutory award is to address specific aspects of the case that are already evident or clear.
2. Authority to Issue:
  - a. The article grants the Arbitration Tribunal the authority to issue an interlocutory award.
  - b. This provision enables the Tribunal to address certain factual issues that have already been established, even if the entire case has not been fully concluded.
3. Based on Evident Facts:
  - a. The article specifies that an interlocutory award can be made on "evident" facts of the case.

- b. This suggests that the Tribunal can issue an award when the facts are clear and uncontested, allowing for timely resolution of certain aspects of the dispute.

Article 55's provisions aim to enhance the efficiency of the arbitration process by allowing the Arbitration Tribunal to address specific issues that are already evident and do not require further deliberation. This can expedite proceedings and enable parties to obtain resolution on certain matters before a final award is rendered.

## Article 56

**The Arbitration Tribunal shall correct any literal error and any error in computation, and add matters that have been adjudicated but omitted to write in the award; any of the parties may, within 30 days after receiving the award, request the Arbitration Tribunal to make a correction or addition.**

Article 56 of the Chinese Arbitration Law outlines the procedures for correcting errors or omissions in arbitral awards. Here is an analysis of the key elements of this article:

1. Correction of Errors and Omissions:
  - a. The article stipulates that the Arbitration Tribunal has the responsibility to correct any literal error or error in computation in the award.
  - b. Additionally, the Tribunal can add matters that have been adjudicated but were omitted from the award.
2. Request for Correction or Addition:
  - a. Any party involved in the arbitration has the right to request the Arbitration Tribunal to correct errors or omissions in the award.
  - b. The requesting party has a time frame of 30 days from the receipt of the award to make such a request.

Article 56 aims to ensure the accuracy and completeness of arbitral awards by allowing for corrections of errors and omissions. This provision reflects a commitment to maintaining the integrity of the award and addressing any issues that may affect its accuracy or clarity. The specified time frame for making correction requests adds a level of procedural efficiency to the process, enabling parties to seek necessary changes within a reasonable timeframe after receiving the award.

## Article 57

**The award shall become effective as of the date of making.**

Article 57 of the Chinese Arbitration Law specifies that an arbitral award becomes effective on the date it is issued. Here is a concise analysis of this article:

**Effective Date:** The article straightforwardly states that the award becomes effective from the moment it is issued by the Arbitration Tribunal.

Article 57 emphasises the immediacy of the effectiveness of an arbitral award upon its issuance. This principle ensures that parties can rely on and enforce the award as soon as it is made, contributing to the efficiency and finality of the arbitration process.

## Chapter V Application for Rescission of Award

### Article 58

Any party who can give evidence to prove that the award comes under one of the following circumstances may apply to the intermediate people's court of the same region where the Arbitration Commission is located for rescission of the award:

- (1) there was no arbitration agreement between the parties;
- (2) the matters as to which the award was made were beyond the scope as specified in the arbitration agreement or beyond the jurisdiction of the Arbitration Commission;
- (3) the formation of the Arbitration Tribunal or the arbitral proceedings were contrary to the statutory procedure;
- (4) the evidence on which the award was made was fabricated;
- (5) the other party withheld some evidence and the withholding was enough to impair the impartiality of the award; or
- (6) the arbitrator, while conducting arbitration of the case, asked for or accepted bribes, played favouritism and committed irregularities, or conducted arbitration by twisting the law. Where the people's court, by forming a collegial panel, verifies upon investigation that the award was made under any of the circumstances as mentioned in the preceding paragraph, it shall make an order to rescind the award. Where the people's court verifies that an award is prejudicial to the public interests, it shall make an order to rescind the award.

Article 58 of the Chinese Arbitration Law outlines the circumstances under which a party can apply to a court for the rescission of an arbitral award and the conditions under which such rescission may be granted. Here is an analysis of the key elements of this article:

1. Grounds for Rescission:
  - a. The article lists several grounds on which a party can apply to the intermediate people's court for the rescission of an arbitral award.
  - b. These grounds include situations where there was no arbitration agreement, the matters covered by the award were beyond the scope of the arbitration agreement or the Arbitration Commission's jurisdiction, the formation of the Arbitration Tribunal or the arbitral proceedings were procedurally incorrect, the evidence used in the award was fabricated, the other party withheld evidence affecting the impartiality of the award, or an arbitrator engaged in misconduct or violated proper arbitration procedures.
2. Court Verification and Rescission:
  - a. The article explains that if a party applies for rescission and the court's investigation verifies that the award was made under any of the specified circumstances, the court shall issue an order to rescind the award.

- b. Additionally, if the court determines that an award is detrimental to public interests, it can also order its rescission.

Article 58 establishes a mechanism for challenging and potentially rescinding arbitral awards in cases where they were made under certain prejudicial or irregular conditions. It provides a process for parties to seek recourse if they believe an award was unjustly issued due to various factors outlined in the article. The involvement of the court in verifying the grounds for rescission adds a layer of oversight to the arbitration process, ensuring that awards align with proper legal and ethical standards.

#### Article 59

**The application of the parties for rescission of an award shall be put forward within a period of six months after receiving the award.**

Article 59 of the Chinese Arbitration Law sets a time limit within which parties can apply for the rescission of an arbitral award. Here is an analysis of the key element of this article:

**Time Limit for Application:** The article specifies that parties seeking to apply for the rescission of an arbitral award must do so within six months after receiving the award.

Article 59's provision of a six-month time limit serves as a practical constraint on the window of opportunity for parties to challenge an arbitral award. This time limit promotes the finality and certainty of arbitration outcomes by ensuring that challenges to awards are made within a reasonable timeframe after the award is issued. The defined timeframe helps prevent prolonged uncertainty and disputes related to awards, while still allowing parties a sufficient period to review and consider their options before deciding whether to apply for rescission.

#### Article 60

**The people's court shall make an order to rescind the award or to reject the application within a period of two months after accepting an application for rescission of an award.**

Article 60 of the Chinese Arbitration Law stipulates the timeframe within which a people's court must make a decision regarding the rescission of an arbitral award. Here is an analysis of the key element of this article:

**Time Limit for Court Decision:** The article requires that a people's court, upon receiving an application for the rescission of an arbitral award, must make a decision within a period of two months.

Article 60's provision of a two-month time limit emphasises the importance of timely resolution of applications for rescission of arbitral awards. This requirement ensures that parties seeking to challenge an award are not left in uncertainty for an extended period of time. The specified timeframe aligns with principles of procedural efficiency and fairness, providing parties with a reasonable expectation of when they can expect a decision from the court regarding their application for rescission.



## Article 61

**After accepting an application for rescission of an award, if the people’s court holds that it may be rearbitrated by the Arbitration Tribunal, it shall notify the Arbitration Tribunal to make a rearbitration within a certain period of time limit, and in the meantime, make an order to suspend the rescission procedure. Where the Arbitration Tribunal refuses to make a rearbitration, the people’s court shall make an order to resume the rescission procedure.**

Article 61 of the Chinese Arbitration Law outlines the procedures and circumstances surrounding the potential rearbitration of a case following the acceptance of an application for the rescission of an arbitral award. Here is an analysis of the key elements of this article:

1. **Rearbitration Possibility:** The article addresses a scenario where the people’s court, after accepting an application for rescission of an arbitral award, determines that the case may be rearbitrated by the original Arbitration Tribunal.
2. **Court Notification and Suspension:**
  - a. If the court concludes that rearbitration is a viable option, it is required to notify the Arbitration Tribunal to conduct a rearbitration within a specified time frame.
  - b. During the period of possible rearbitration, the court is to issue an order to suspend the ongoing rescission procedure.
3. **Rearbitration Refusal and Resumption of Rescission Procedure:** In the event that the Arbitration Tribunal declines to conduct a rearbitration, the court is instructed to issue an order to resume the rescission procedure.

Article 61 introduces a mechanism that allows for the reconsideration of the case through rearbitration if deemed appropriate by the court. This provision seeks to balance the parties’ right to challenge an award with the possibility of rectifying errors through the original arbitration process. The article’s instructions ensure a clear process for the court’s determination, the communication with the Arbitration Tribunal, and the continuation or resumption of the rescission procedure based on the outcome of the potential rearbitration possibility.

## Chapter VI Execution

### Article 62

**The parties shall perform the award. Where any party fails to perform the award, the other party may, in accordance with the relevant provisions of the Civil Procedure Law, apply to the people's court for execution. The people's court which is applied to shall make an execution.**

Article 62 of the Chinese Arbitration Law outlines the obligation to comply with arbitral awards and the process for enforcing these awards through the legal system. Here is an analysis of the key elements of this article:

1. **Enforcement of Awards:** The article states that the parties are obligated to perform the arbitral award, meaning they must carry out the directives, decisions, or obligations set forth in the award.
2. **Enforcement through the Courts:**
  - a. If one party fails to fulfill their obligations as stated in the award, the other party has the right to seek enforcement through the legal system.
  - b. To enforce an arbitral award, the aggrieved party can apply to the relevant people's court for execution.
3. **Court's Role in Execution:** The article emphasises that the people's court to which the application for execution is made is responsible for carrying out the execution of the arbitral award.

Article 62 underscores the importance of complying with arbitral awards and provides a clear mechanism for enforcing such awards through the legal system. By allowing parties to seek court assistance in enforcing awards, this article contributes to the effectiveness and enforceability of the arbitration process, ensuring that parties abide by the decisions rendered by the Arbitration Tribunal.

### Article 63

**In case that the person against whom an application for execution is made gives evidence to prove that the award comes under any of the circumstances as mentioned in the Second Paragraph, Article 217, of the Civil Procedure Law, the people's court shall, after examination and verification by a collegial panel, make an order to disallow the award.**

Article 63 of the Chinese Arbitration Law addresses the situation in which the person against whom an application for execution of an arbitral award is made provides evidence indicating that the award falls under specific circumstances outlined in the Civil Procedure Law. Here is an analysis of the key elements of this article:

1. **Grounds for Disallowance of Execution:** The article specifies that if the person against whom an application for execution is made presents evidence that the arbitral award falls under any of the circumstances outlined in the second paragraph of Article 217 of the

Civil Procedure Law, the court must consider the application for disallowance of the award's execution.

2. Examination and Verification:
  - a. The people's court is required to conduct an examination and verification process.
  - b. This process likely involves assessing the evidence presented by the party seeking the disallowance of execution to determine whether the circumstances specified in the Civil Procedure Law apply to the given arbitral award.
3. Collegial Panel Decision:
  - a. The article mentions a "collegial panel", which is a group of judges who collectively review and decide on certain legal matters.
  - b. The decision to disallow the execution of the arbitral award is made by this collegial panel after conducting the examination and verification.

Article 63 establishes a procedure for the court to assess whether an arbitral award should be disallowed for execution based on specific conditions laid out in the Civil Procedure Law. This mechanism ensures that the court considers any valid arguments against executing the award and promotes a balanced approach between enforcement of awards and protecting the parties' rights.

#### Article 64

**In case that one party applies for execution of an award while the other one applies for rescission of the award, the people's court shall make an order to suspend the execution. Where it makes an order to rescind an award, the people's court shall make an order to terminate the execution. Where the application for rescission of an award is ordered to be rejected, the people's court shall make an order to resume the execution.**

Article 64 of the Chinese Arbitration Law addresses the interplay between the execution of an arbitral award and an application for the rescission of the same award. Here is an analysis of the key elements of this article:

1. Suspension of Execution and Rescission Application:
  - a. The article deals with a scenario where one party seeks to execute an arbitral award while the other party simultaneously applies for the rescission of the same award.
  - b. In such cases, the people's court is required to issue an order to suspend the execution process until a decision is made regarding the rescission application.
2. Effect of Rescission Order on Execution:
  - a. If the court orders the rescission of the award, it must also issue an order to terminate the execution process.

- b. This ensures that if an award is ultimately rescinded, the execution process is halted to prevent the party seeking execution from enforcing a potentially invalidated award.
- 3. Rejection of Rescission Application and Resumption of Execution:
  - a. Conversely, if the court rejects the application for rescission of the award, it is instructed to issue an order to resume the execution process.
  - b. This ensures that if the rescission application is deemed unmerited, the execution process can continue without further delay.

Article 64 provides a structured approach to handling situations where execution and rescission applications overlap. It aims to maintain a fair balance between the parties' interests by suspending execution during the consideration of a rescission application and ensuring that the outcome of the rescission application influences the execution process accordingly.

## Chapter VII Special Provisions for Foreign-related Arbitration

### Article 65

**Arbitration of disputes arising from foreign-related economic relations and trading, transport and maritime activities shall apply the provisions of this Chapter. Failing provisions in this Chapter, the other relevant provisions of this Law shall apply.**

Article 65 of the Chinese Arbitration Law outlines the scope and application of the law in relation to disputes arising from foreign-related economic relations, trading, transport, and maritime activities. Here is an analysis of the key elements of this article:

1. **Scope of Application:** The article specifies that the provisions of the chapter in which Article 65 is situated apply to the arbitration of disputes arising from specific areas, namely foreign-related economic relations and trading, as well as transport and maritime activities.
2. **Application of Relevant Provisions:**
  - a. In cases where the specific chapter does not provide detailed provisions for certain aspects of arbitration in these contexts, the article stipulates that the other relevant provisions of the Chinese Arbitration Law will apply.
  - b. This suggests that the law aims to provide comprehensive guidelines for the arbitration of foreign-related economic and trade disputes, but it acknowledges that some aspects might be addressed elsewhere in the law.

Article 65 ensures that disputes arising from foreign-related economic relations, trading, transport, and maritime activities are subject to the provisions of the relevant chapter of the Chinese Arbitration Law. It also acknowledges the possibility of relying on other relevant provisions in the law to address any gaps in the specific chapter's coverage of these types of disputes. This approach aims to provide a comprehensive framework for arbitration in these specialised areas while ensuring consistent application of the law.

### Article 66

**Foreign-Related Arbitration Commissions may be organized and established by China Chamber of International Commerce. A Foreign-Related Arbitration Commission shall be composed of one Chairman, several Vice-Chairmen and members. The Chairman, Vice-Chairmen and members of a Foreign-related Arbitration Commission may be appointed by China Chamber of International Commerce.**

Article 66 of the Chinese Arbitration Law pertains to the establishment and organisation of Foreign-Related Arbitration Commissions by the China Chamber of International Commerce. Here is an analysis of the key elements of this article:

1. **Establishment of Foreign-Related Arbitration Commissions:**

- a. The article allows for the establishment of Foreign-Related Arbitration Commissions by the China Chamber of International Commerce.
  - b. These commissions are designed to handle arbitration cases related to foreign trade, commerce, and other international economic activities.
2. Composition:
- a. A Foreign-Related Arbitration Commission is composed of several key positions, including the Chairman, several Vice-Chairmen, and members.
  - b. These positions collectively form the organisational structure of the commission.
3. Appointment:
- a. The Chairman, Vice-Chairmen, and members of a Foreign-Related Arbitration Commission may be appointed by the China Chamber of International Commerce.
  - b. This signifies that the appointments are made by a relevant authority, likely the China Chamber of International Commerce.

Article 66 emphasises the role of the China Chamber of International Commerce in organising and establishing Foreign-Related Arbitration Commissions. These specialised commissions play a crucial role in handling arbitration cases involving foreign-related economic activities, trade, and commerce. The article outlines the composition of these commissions and the authority to appoint key positions within them, highlighting the structured approach to managing foreign-related arbitration proceedings.

## Article 67

### **A Foreign-Related Arbitration Commission may engage arbitrators from among foreign persons with specialized knowledge of law, economics and trading, and science and technology, etc.**

Article 67 of the Chinese Arbitration Law addresses the selection of arbitrators by Foreign-Related Arbitration Commissions, particularly focusing on the engagement of foreign individuals with specialised knowledge. Here is an analysis of the key elements of this article:

1. Engagement of Foreign Arbitrators:
  - a. The article specifies that Foreign-Related Arbitration Commissions have the authority to engage arbitrators who are foreign individuals.
  - b. This provision reflects the international nature of the disputes handled by these commissions and acknowledges the potential benefit of involving individuals with diverse backgrounds and expertise.
2. Specialised Knowledge:
  - a. The foreign arbitrators are expected to possess specialised knowledge in various fields, including law, economics, trading, science, technology, and more.

- b. This requirement underscores the importance of having arbitrators who can effectively address complex and specialised issues that often arise in international trade and commerce disputes.

Article 67 acknowledges the importance of including foreign experts with specialised knowledge in the arbitration process of Foreign-Related Arbitration Commissions. This provision promotes the fairness and effectiveness of the arbitration proceedings by ensuring that the arbitrators possess the expertise necessary to understand and address the intricate aspects of international disputes.

## Article 68

**Where a party to a foreign-related arbitration applies for the evidence to be preserved, the Foreign-Related Arbitration Commission shall pass the application on to the intermediate people's court at the place of the evidence.**

Article 68 of the Chinese Arbitration Law pertains to the preservation of evidence in foreign-related arbitration cases. Here is an analysis of the key elements of this article:

1. Preservation of Evidence:
  - a. The article addresses situations where a party involved in a foreign-related arbitration wishes to preserve certain evidence relevant to the case.
  - b. Preserving evidence can be crucial in maintaining the integrity and fairness of arbitration proceedings, especially in international disputes.
2. Role of the Foreign-Related Arbitration Commission:
  - a. The article specifies that when a party applies for the preservation of evidence, the responsibility lies with the Foreign-Related Arbitration Commission.
  - b. The commission acts as an intermediary or facilitator in ensuring that the evidence is properly preserved for the arbitration process.
3. Involvement of the Intermediate People's Court:
  - a. The Foreign-Related Arbitration Commission is mandated to forward the application for evidence preservation to the intermediate people's court located in the vicinity where the evidence is located.
  - b. This indicates that the court, which is a local judicial authority, plays a role in executing the preservation order and ensuring that the evidence remains intact.

Article 68 underscores the importance of preserving evidence in foreign-related arbitration cases to ensure the effectiveness and integrity of the arbitration process. It outlines the role of the Foreign-Related Arbitration Commission in handling evidence preservation applications and highlights the collaborative effort between the commission and the intermediate people's court to safeguard crucial evidence for arbitration proceedings.

## Article 69

**The Arbitration Tribunal for foreign-related arbitration may make a written record of the hearing or of the main points thereof, and the main points may be signed or sealed by the parties and other participants in the arbitration.**

Article 69 of the Chinese Arbitration Law pertains to the recording of hearings and the documentation of main points in foreign-related arbitration cases. Here is an analysis of the key elements of this article:

1. Recording of Hearings:
  - a. The article acknowledges that the Arbitration Tribunal conducting a foreign-related arbitration has the option to create a written record of the hearing.
  - b. This recording can serve as an official account of the proceedings, capturing the discussions, arguments, and statements made during the hearing.
2. Documentation of Main Points:
  - a. Apart from creating a full transcript of the hearing, the article also allows for the documentation of the main points discussed during the hearing.
  - b. These main points can be summarised and captured in a more concise format, providing a clear overview of the key arguments and issues presented.
3. Participation in Documentation:
  - a. The article states that the main points or the written record may be signed or sealed by the parties and other participants in the arbitration.
  - b. This signifies that the parties and other individuals involved in the arbitration process can have the opportunity to review and authenticate the documented information.

Article 69 highlights the flexibility of foreign-related arbitration proceedings in terms of documenting hearings and main points. The provision offers options for both comprehensive written records and condensed summaries, giving parties and participants the opportunity to review and acknowledge the accuracy of the recorded information. This transparency contributes to the integrity and reliability of the arbitration process.

## Article 70

**Where any party gives evidence to prove that the award of the foreign-related arbitration comes under any of the circumstances as mentioned in the First Paragraph, Article 260, of the Civil**



**Procedure Law, the people’s court shall, after examination and verification by a collegial panel, make an order to rescind the award.**

Article 70 of the Chinese Arbitration Law addresses the rescission of awards in foreign-related arbitration cases based on specific circumstances. Here is an analysis of the key elements of this article:

1. Challenging the Award:
  - a. The article refers to situations where a party involved in a foreign-related arbitration wishes to challenge the validity of the award.
  - b. The challenge is based on providing evidence that the award meets certain criteria outlined in the First Paragraph, Article 260, of the Civil Procedure Law.
2. Grounds for Rescission:
  - a. The First Paragraph, Article 260, of the Civil Procedure Law likely outlines specific grounds under which an award can be rescinded.
  - b. These grounds could encompass issues such as a lack of arbitration agreement, improper jurisdiction, procedural violations, or other significant irregularities that affect the fairness and legality of the award.
3. Role of the People’s Court:
  - a. The article states that the responsibility for assessing and deciding on the rescission of the award lies with the people’s court.
  - b. The court is required to examine and verify the evidence presented by the challenging party, often through the establishment of a collegial panel, which is a group of judges.

Article 70 underscores the availability of legal recourse for parties involved in foreign-related arbitration cases who believe that an award has been issued under circumstances that warrant its rescission. The article establishes a mechanism through which the people’s court can review and determine whether the award should be rescinded based on the grounds outlined in the relevant legal provisions. This ensures a level of oversight to maintain the integrity of the arbitration process in foreign-related cases.

#### **Article 71**

**Where the person against whom an application for execution is made gives evidence to prove that the award of the foreign-related arbitration comes under any of the circumstances as mentioned in the First Paragraph, Article 260, of the Civil Procedure Law, the people’s court shall, after examination and verification by a collegial panel, make an order to disallow the award.**

Article 71 of the Chinese Arbitration Law addresses the execution of awards in foreign-related arbitration cases and outlines the circumstances under which the execution of an award may be disallowed. Here is an analysis of the key elements of this article:

1. Challenging the Execution:
  - a. The article pertains to situations where the person against whom an application for execution of a foreign-related arbitration award is made seeks to challenge the execution.
  - b. This challenge is based on providing evidence that the award meets specific criteria mentioned in the First Paragraph, Article 260, of the Civil Procedure Law.
2. Grounds for Disallowance:
  - a. The criteria outlined in the First Paragraph, Article 260, of the Civil Procedure Law likely specify certain conditions under which execution of an award can be disallowed.
  - b. These conditions may encompass issues such as a lack of arbitration agreement, improper jurisdiction, procedural violations, or other substantial irregularities that affect the legality and fairness of the award.
3. Role of the People’s Court:
  - a. Similar to Article 70, this article also emphasises the role of the people’s court in examining and verifying the evidence presented by the party challenging the execution.
  - b. The court’s examination is typically conducted by a collegial panel of judges to ensure a comprehensive and objective review.

Article 71 highlights the importance of maintaining the integrity of the execution process in foreign-related arbitration cases. It establishes a mechanism through which the person against whom execution is sought can challenge the execution based on specific grounds outlined in the relevant legal provisions. The role of the collegial panel in examining and verifying the evidence adds a layer of oversight to ensure the accuracy and fairness of the execution process.

## Article 72

**For applying for execution of a legally effective award made by an Foreign-Related Arbitration Commission, a party shall, where the person against whom the application is to be made or that person’s property is not within the territory of the People’s Republic of China, directly apply for recognition and execution to a jurisdictional foreign court.**

Article 72 of the Chinese Arbitration Law addresses the process of applying for the execution of a foreign-related arbitration award, specifically when the person against whom the application is made or their property is not within the territory of the People’s Republic of China. Here is an analysis of the key elements of this article:

1. Execution of Foreign-Related Arbitration Awards: The article is concerned with the execution of legally effective awards issued by Foreign-Related Arbitration Commissions. Such commissions handle arbitration cases involving foreign parties or foreign elements.

2. Jurisdictional Challenge:
  - a. The article pertains to scenarios where the person against whom the application for execution is to be made, or their property subject to execution, is located outside the territory of China.
  - b. In such cases, the party seeking execution is directed to apply directly to the foreign court with jurisdiction over the person or property in question.
3. Recognition and Execution Abroad:
  - a. This provision recognises the principle of comity, where foreign judgments and arbitration awards are generally recognised and enforced in accordance with international conventions and agreements.
  - b. Instead of applying for execution within China, the affected party is advised to initiate recognition and execution proceedings in the jurisdiction where the person or property is located.

Article 72 acknowledges the complexities that can arise when attempting to enforce foreign-related arbitration awards against parties or assets located outside the jurisdiction of China. It advises parties to seek recognition and execution directly from the foreign courts with jurisdiction, reflecting the principles of international cooperation in enforcing arbitration awards across borders.

### Article 73

**Foreign-related arbitration rules may be formulated by China Chamber of International Commerce in accordance with the relevant provisions of this Law and of the Civil Procedure Law.**

Article 73 of the Chinese Arbitration Law pertains to the formulation of rules for foreign-related arbitration by the China Chamber of International Commerce (CCIC). Here is an analysis of the key points in this article:

1. Foreign-Related Arbitration Rules: The article focuses on the establishment and implementation of arbitration rules specifically for cases involving foreign elements or parties. These rules are intended to provide guidance and structure for conducting arbitration proceedings related to international and cross-border disputes.
2. Authority of China Chamber of International Commerce (CCIC):
  - a. The CCIC, as a recognised organisation with expertise in international commerce, is entrusted with the responsibility to formulate these foreign-related arbitration rules.
  - b. The rules must be developed in accordance with the relevant provisions of both the Chinese Arbitration Law and the Civil Procedure Law. This emphasises the importance of adhering to the legal framework while creating arbitration procedures tailored to international contexts.

3. Alignment with Domestic Laws: While foreign-related arbitration rules are being formulated, they are required to align with the provisions of the Chinese Arbitration Law and the Civil Procedure Law. This ensures consistency and coherence within the broader legal framework governing arbitration processes in China.
4. Flexibility and Adaptability: Given the diverse nature of international disputes, foreign-related arbitration rules should be designed to accommodate various legal systems, commercial practices, and cultural considerations, allowing parties from different jurisdictions to have confidence in the arbitration process.

Overall, Article 73 underscores the importance of having specialised rules for foreign-related arbitration cases and designates the China Chamber of International Commerce as the entity responsible for their formulation. These rules play a vital role in creating a fair, efficient, and internationally recognised mechanism for resolving disputes involving foreign parties or elements.

## Chapter VIII Supplementary Provisions

## Article 74

**Where any provisions of law have been made to the limitation of arbitration, those provisions shall apply. Failing such provisions, the limitation of action shall apply to arbitration.**

Article 74 of the Chinese Arbitration Law addresses the application of time limitations in arbitration cases. Here is an analysis of the key points in this article:

1. **Integration with Legal Provisions:** This article emphasises the integration of arbitration proceedings with existing legal provisions related to time limitations. It specifies that if there are any legal provisions governing the time limit within which an arbitration case can be initiated, those provisions will be applicable to arbitration proceedings.
2. **Consistency with Limitation of Action:** If there are no specific provisions regarding time limitations for arbitration cases, the article directs that the general principle of “limitation of action” will apply. Limitation of action refers to the legal principle that sets a maximum time within which legal claims or actions can be initiated. It is a safeguard against stale claims and helps maintain the efficiency and integrity of the legal system.
3. **Clarity and Predictability:** The article aims to provide clarity and predictability to the parties involved in arbitration. By clarifying which time limitation provisions apply, it ensures that parties are aware of the timeframes within which they must initiate arbitration proceedings.
4. **Protection of Rights and Fairness:** Time limitations in legal proceedings serve multiple purposes, including preserving evidence, preventing undue delay, and ensuring fairness to all parties involved. By integrating the limitation of action principles into arbitration, the article ensures that these considerations are upheld within the arbitration process as well.

Overall, Article 74 contributes to maintaining consistency between arbitration and the broader legal framework, ensuring that time limitations are appropriately applied to arbitration cases and promoting efficiency and fairness in the resolution of disputes.

## Article 75

**Before the arbitration rules have been made by China Arbitration Association, the Arbitration Commission may, in accordance with the relevant provisions of this Law and of the Civil Procedure Law, make interim arbitration rules.**

Article 75 of the Chinese Arbitration Law addresses the temporary establishment of arbitration rules in situations where the official rules have not yet been formulated. Here is an analysis of the key points in this article:

1. **Transitional Provision:** This article establishes a transitional provision to address the period before the official arbitration rules are formulated by the China Arbitration

Association. It recognises that there might be situations where the formal rules are not yet in place, and it provides a mechanism to address this gap.

2. **Interim Arbitration Rules:** The article allows Arbitration Commissions to create interim arbitration rules during the period when official rules are not available. These interim rules serve as temporary guidelines to govern arbitration proceedings until the official rules are established.
3. **Compliance with Relevant Laws:** The article specifies that the interim arbitration rules must be formulated in accordance with the relevant provisions of the Chinese Arbitration Law and the Civil Procedure Law. This ensures that even in the absence of official rules, the principles and legal standards established by these laws are upheld.
4. **Continuity and Access to Arbitration:** By allowing Arbitration Commissions to create interim arbitration rules, the article ensures that parties have access to arbitration even when the official rules are not yet in place. This helps maintain the continuity of arbitration services and enables parties to resolve disputes in a timely manner.
5. **Flexibility and Adaptability:** This provision demonstrates a degree of flexibility in the arbitration process, recognising that the establishment of official rules might take time. It allows Arbitration Commissions to adapt and address immediate needs while awaiting the formulation of comprehensive rules.

In summary, Article 75 of the Chinese Arbitration Law provides a practical solution for addressing the interim period before official arbitration rules are established. It ensures that parties can still engage in arbitration proceedings under temporary guidelines that align with relevant legal provisions.

## Article 76

**Parties shall pay arbitration fees according to stipulations. Measures for charging arbitration fees shall be submitted to the pricing administration for verification and approval.**

Article 76 of the Chinese Arbitration Law focuses on the payment of arbitration fees and the regulatory process for determining and approving these fees. Here is an analysis of the key points in this article:

1. **Arbitration Fee Payment:** The article highlights that parties involved in arbitration proceedings are obligated to pay arbitration fees. Arbitration fees are the costs associated with conducting the arbitration process, including administrative expenses, arbitrator compensation, and other related costs.
2. **Stipulations for Arbitration Fees:** The article emphasises that the payment of arbitration fees should be in accordance with stipulations. These stipulations likely refer to the specific fee structure, amounts, and payment schedule set by the relevant Arbitration Commission. These guidelines ensure transparency and clarity for the parties involved.
3. **Regulation and Oversight:** The article introduces a regulatory aspect by stating that measures for charging arbitration fees must be submitted to the pricing administration for verification and approval. This indicates that there is a formal process to oversee and

regulate the fees charged by Arbitration Commissions, helping to prevent arbitrary or unfair fee structures.

4. **Transparency and Fairness:** The requirement for verification and approval from the pricing administration helps maintain transparency and fairness in the arbitration fee charging process. This oversight ensures that the fees are reasonable, justifiable, and not set at excessive levels.
5. **Balancing Costs and Access to Justice:** While arbitration fees are necessary to cover the costs of running arbitration proceedings, the article's provision for verification and approval by the pricing administration suggests a recognition of the need to strike a balance between covering costs and ensuring that access to arbitration remains accessible to all parties, including smaller entities or individuals.

In summary, Article 76 of the Chinese Arbitration Law addresses the financial aspect of arbitration by outlining the requirement for parties to pay arbitration fees according to stipulations set by the relevant Arbitration Commission. The article also underscores the need for oversight and regulation of arbitration fees through the verification and approval process conducted by the pricing administration. This helps ensure that the arbitration process remains fair, transparent, and accessible to all parties.

## Article 77

### **Regulations concerning arbitration of labour disputes and agricultural contractual disputes arising between contractors and rural economic collectives shall be formulated separately.**

Article 77 of the Chinese Arbitration Law pertains to the handling of specific types of disputes – labour disputes and agricultural contractual disputes between contractors and rural economic collectives. Here is an analysis of this article:

1. **Specific Dispute Categories:** The article specifies two distinct categories of disputes: labour disputes and agricultural contractual disputes between contractors and rural economic collectives. These disputes have their unique characteristics and complexities, often requiring specialised handling.
2. **Separate Regulations:** The article emphasises that regulations for arbitrating labour disputes and agricultural contractual disputes shall be formulated separately. This recognises the distinct nature of these disputes and acknowledges that they may require tailored procedures, rules, and considerations beyond the general arbitration framework.
3. **Tailored Approach:** By stating that separate regulations will be formulated, the article highlights the need for a tailored approach to address the intricacies and nuances of labour and agricultural disputes. Such an approach can ensure that the arbitration process effectively addresses the specific concerns and legal aspects of these types of disputes.
4. **Effective Resolution:** Different categories of disputes often require specialised expertise to ensure fair and efficient resolution. Separate regulations can help create a more streamlined and effective arbitration process, enhancing the likelihood of a satisfactory resolution for all parties involved.

5. Flexibility and Adaptation: The provision for separate regulations also reflects the legal system's adaptability to evolving societal and economic dynamics. Labour and agricultural disputes can have unique legal and practical considerations that may require continuous adjustments in the arbitration process.

In summary, Article 77 of the Chinese Arbitration Law acknowledges the distinctive nature of labour disputes and agricultural contractual disputes between contractors and rural economic collectives. It calls for the formulation of separate regulations to address these specific categories of disputes, recognising that tailored approaches may be necessary for effective and fair resolution. This provision reflects the legal system's commitment to providing an appropriate framework for resolving a wide range of disputes in a way that is sensitive to the specific issues involved.

## Article 78

**Where any provisions concerning arbitration made before the enforcement of this Law conflict with provisions of this Law, this Law shall prevail.**

Article 78 of the Chinese Arbitration Law addresses the supremacy and retroactive applicability of this particular law over any previous arbitration-related provisions made prior to its enforcement. Here is a breakdown of this provision:

1. **Prevailing Law:** The provision establishes the Chinese Arbitration Law as the overriding or prevailing law when it comes to matters concerning arbitration within its jurisdiction. This is indicative of the law's intent to standardize and centralize the arbitration procedures and rules within the purview of this specific legislation.
2. **Conflict with Previous Provisions:** If there are any previous provisions or regulations related to arbitration that were made before the enforcement of the Chinese Arbitration Law, and they contradict or conflict with this law, the provisions of the Chinese Arbitration Law will take precedence. This ensures a consistent application of arbitration rules and procedures as laid out in this law.
3. **Retroactive Applicability:** By highlighting provisions made "before the enforcement of this Law", the article suggests that the Chinese Arbitration Law can be applied retroactively. This means that even if there were prior agreements or provisions that were in conflict with this law, they would be overridden by it.

In summary, Article 78 is essentially a "grandfather clause" that underscores the primacy of the Chinese Arbitration Law over any conflicting arbitration-related provisions that predate its enforcement. This provision ensures uniformity in the application of arbitration rules and offers clarity to parties involved in arbitration, knowing that the latest law on the matter will prevail.

## Article 79

**Any arbitration institution that is established in the capital city of province, autonomous region or municipality directly under the Central Government or in any other city divided into districts before the enforcement of this Law shall be re-organized in accordance with the relevant provisions of this**



**Law; those which are not re-organized shall close down upon the expiration of a period of one year from the effective date of this Law. Any other arbitration institutions established before the enforcement of this Law which fails to accord with the provisions of this Law shall close down on the effective date of this Law.**

Article 78 of the Chinese Arbitration Law addresses the issue of conflicting provisions between arbitration-related regulations that were established prior to the enactment of this law and the provisions outlined in the current law. Here is an analysis of this article:

1. **Hierarchy of Legal Frameworks:** This article establishes a hierarchy of legal frameworks, asserting that the provisions of the Chinese Arbitration Law take precedence over any conflicting provisions found in regulations or rules established before the law's enforcement. This is designed to ensure consistency and clarity in the application of arbitration rules and procedures.
2. **Resolving Conflicts:** In the legal system, changes or amendments to existing laws and regulations are common to adapt to evolving societal and legal needs. This article addresses situations where there might be inconsistencies or contradictions between provisions established under previous regulations and those set forth in the Chinese Arbitration Law.
3. **Enhancing Legal Cohesion:** By giving precedence to the provisions of the Chinese Arbitration Law, this article contributes to legal cohesion and uniformity within the field of arbitration. It ensures that the current law serves as the guiding principle for arbitration-related matters.
4. **Clarity and Predictability:** The provision eliminates potential confusion that may arise from the existence of conflicting regulations or rules. Parties engaging in arbitration can have greater confidence that the rules and procedures outlined in the Chinese Arbitration Law will be consistently applied across cases.
5. **Transitional Provisions:** Legal transitions often require careful management to ensure a smooth shift from previous legal frameworks to new ones. This article offers clarity on how conflicts should be resolved in favor of the Chinese Arbitration Law.

In summary, Article 78 of the Chinese Arbitration Law establishes a clear hierarchy in the legal framework by stipulating that, in cases of conflict, the provisions of the current law take precedence over any conflicting provisions established prior to its enforcement. This provision promotes legal consistency, clarity, and predictability in the arbitration process by ensuring that the most recent law guides arbitration-related matters.

## **Article 80**

**This Law shall become effective on September 1, 1995.**

Article 80 of the Chinese Arbitration Law specifies the effective date of the law's enactment. Here is an analysis of this article:

1. **Effective Date:** This article unequivocally states that the Chinese Arbitration Law will come into effect on September 1, 1995. It serves as a clear declaration of the date when the law's provisions will begin to be legally binding and enforceable.
2. **Legal Transition:** Effective dates are important in legal systems to facilitate a smooth transition from existing laws to new ones. By designating a specific effective date, Article 80 ensures that parties engaging in arbitration activities after September 1, 1995, must adhere to the regulations outlined in the Chinese Arbitration Law.
3. **Implementation Planning:** Announcing the effective date of a new law allows relevant authorities, arbitration commissions, legal professionals, and parties involved in arbitration to prepare for the changes in procedures, regulations, and compliance that the new law brings.
4. **Clarity and Predictability:** Setting a fixed effective date provides clarity and predictability for legal practitioners, businesses, and individuals who will be subject to the law's provisions. This clarity is essential to ensure that everyone understands when the new legal framework will come into force.
5. **Transition Period:** Designating a future date for the law's effectivity gives stakeholders a transition period to understand the new law, adjust their practices if necessary, and become familiar with its provisions.

In summary, Article 80 of the Chinese Arbitration Law establishes the specific date on which the law's provisions will take effect. This allows for proper implementation planning, clarity for all stakeholders, and a smooth transition to the new legal framework for arbitration activities in China.

**Annex: The Relevant Articles of the Civil Procedure Law**

**Article 217**

**If a party against whom the application is made furnishes proof that the arbitration award involves any of the following circumstances, the people’s court shall, after examination and verification by a collegial panel, make a written order not to allow the enforcement:**

- (1) the parties have had no arbitration clause in their contract, nor have subsequently reached a written agreement on arbitration;**
- (2) the matters dealt with by the award fall outside the scope of the arbitration agreement or are matters which the arbitral organ has no power to arbitrate;**
- (3) the composition of the arbitration tribunal or the procedure for arbitration contradicts the procedure prescribed by the law;**
- (4) the main evidence for ascertaining the facts is insufficient;**
- (5) there is definite error in the application of the law; or**
- (6) the arbitrators have committed embezzlement, accepted bribes or done malpractice for personal benefits or perverted the law in the arbitration of the case.**

Article 217 of the Civil Procedure Law outlines the circumstances under which a party can apply to a people’s court to challenge the enforcement of an arbitration award. Here is an analysis of this article:

1. **Grounds for Challenging Enforcement:** This article provides a comprehensive list of circumstances in which a party against whom an application for enforcement is made can challenge the enforcement of an arbitration award. These circumstances are enumerated in subpoints (1) to (6) and cover various aspects of the arbitration process, including the validity of the arbitration agreement, the scope of the arbitration, the composition of the tribunal, the evidence presented, the application of the law, and the conduct of arbitrators.
2. **Arbitration Agreement Validity:** Subpoint (1) emphasises the importance of having a valid arbitration agreement. If the parties did not have an arbitration clause in their contract or did not subsequently reach a written agreement on arbitration, the enforcement of the arbitration award can be challenged. This underscores the principle that arbitration is a consensual process, and parties must have agreed to arbitrate their disputes.
3. **Scope and Authority of Arbitration:** Subpoint (2) addresses situations where the matters dealt with in the arbitration award are outside the scope of the arbitration agreement or are matters that the arbitral organ (arbitration tribunal) lacks the authority to arbitrate. This ensures that the arbitration award remains within the confines of the agreed-upon arbitration.
4. **Procedure and Composition of Tribunal:** Subpoint (3) focuses on the procedural aspect, ensuring that the composition of the arbitration tribunal and the arbitration procedure adhere to the legal requirements. If the process contradicts the prescribed procedure, it can serve as a valid ground for challenging enforcement.

5. **Insufficient Evidence and Errors in Law:** Subpoints (4) and (5) emphasise the importance of factual accuracy and correct application of the law. If there's a clear deficiency in the main evidence for determining facts or a definite error in applying the law in the arbitration award, these constitute valid grounds for challenging enforcement.
6. **Arbitrator Misconduct:** Subpoint (6) deals with situations where arbitrators engage in unethical or illegal behavior, such as embezzlement, bribery, malpractice, or twisting the law for personal benefit. These behaviors undermine the integrity of the arbitration process and can lead to challenges against enforcement.
7. **Judicial Oversight:** The requirement for examination and verification by a collegial panel underscores the importance of a careful review by a group of judges to ensure the fairness and validity of the challenge to enforcement.

In summary, Article 217 of the Civil Procedure Law establishes the grounds on which a party can challenge the enforcement of an arbitration award in a people's court. It aims to ensure the integrity of the arbitration process and provides a mechanism for parties to seek judicial review when they believe that an arbitration award involves certain irregularities or violations of legal principles.

#### Article 260

**A people's court shall, after examination and verification by a collegial panel of the court, make a written order not to allow the enforcement of the award rendered by an arbitral organ of the People's Republic of China handling cases involving foreign element, if the party against whom the application for enforcement is made furnishes proof that:**

- (1) the parties have not had an arbitration clause in the contract, nor have subsequently reached a written arbitration agreement;**
- (2) the party against whom the application for enforcement is made was not given notice for the appointment of an arbitrator or for the inception of the arbitration proceedings or was unable to present his case due to causes for which he is not responsible;**
- (3) the composition of the arbitration tribunal or the procedure for arbitration was not in conformity with the rules of arbitration; or**
- (4) the matters dealt with by the award fall outside the scope of the arbitration agreement or which the arbitral organ was not empowered to arbitrate.**

Article 260 A of the Civil Procedure Law outlines the circumstances under which a party can apply to a people's court to challenge the enforcement of an award rendered by an arbitral organ of the People's Republic of China handling cases involving foreign elements. Here is an analysis of this article:

1. **Judicial Review of Foreign-Related Arbitration Awards:** This article introduces a specific provision for challenging the enforcement of awards rendered by arbitral organs in cases involving foreign elements. It ensures that parties have a mechanism to seek judicial review if they believe that there were irregularities or violations of the arbitration process in these international or foreign-related cases.

2. **Grounds for Challenging Enforcement:** The article provides a list of grounds for challenging the enforcement of foreign-related arbitration awards. These grounds are similar to those mentioned in Article 217, but they are specifically tailored to cases with foreign elements.
3. **Arbitration Agreement and Notice:**
  - a. Subpoint (1) emphasises the importance of a valid arbitration agreement. If there was no arbitration clause in the contract or no subsequent written arbitration agreement, this can serve as a ground for challenging enforcement. This ensures that parties have voluntarily agreed to arbitration.
  - b. Subpoint (2) addresses situations where the party against whom enforcement is sought did not receive proper notice for the appointment of an arbitrator or the inception of the arbitration proceedings, or was unable to present their case due to reasons beyond their control. This safeguard ensures that both parties have an opportunity to present their case fairly.
4. **Procedural Conformity:** Subpoint (3) focuses on the composition of the arbitration tribunal and the procedure followed during arbitration. If the composition of the tribunal or the arbitration procedure was not in conformity with the rules of arbitration, it can provide grounds for challenging enforcement. This emphasises adherence to procedural fairness.
5. **Scope of Arbitration Agreement and Authority of Arbitral Organ:** Subpoint (4) ensures that the matters addressed in the arbitration award fall within the scope of the arbitration agreement and are within the authority of the arbitral organ to arbitrate. This prevents awards from exceeding the agreed-upon boundaries and ensures that the arbitral organ has the power to arbitrate on the specific matters.
6. **Collegial Panel Examination:** The requirement for examination and verification by a collegial panel of the court adds an extra layer of scrutiny to ensure the validity and fairness of the challenge to enforcement.

In summary, Article 260 A of the Civil Procedure Law provides a framework for challenging the enforcement of awards in foreign-related arbitration cases. It seeks to balance the autonomy of arbitration with the need for judicial oversight to ensure that the arbitration process is fair, and the resulting awards are valid and enforceable.



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