



AI COMMENTARY: FRENCH INTERNATIONAL ARBITRATION LAW 2011

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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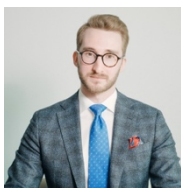


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Editors' Preface

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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FRENCH INTERNATIONAL ARBITRATION LAW¹

CODE OF CIVIL PROCEDURE

BOOK IV – ARBITRATION

TITLE II – INTERNATIONAL ARBITRATION

ARTICLE 1504

An arbitration is international when international trade interests are at stake.

Article 1504 of the Code of Civil Procedure seems to address the concept of international arbitration. It states that an arbitration is considered international when international trade interests are at stake. Let us break down the key points of this provision:

1. **Arbitration Context:** Article 1504 is likely part of a legal framework that governs arbitration procedures in the jurisdiction where it applies. Arbitration is an alternative dispute resolution mechanism where parties agree to have their disputes resolved by a private arbitrator or a panel of arbitrators, instead of going to court.
2. **International Nature of Arbitration:** The provision highlights the international nature of the arbitration. This implies that the subject matter of the dispute involves international trade interests. International trade interests typically refer to commercial transactions and relationships that cross national borders, involving parties from different countries.
3. **Threshold Criterion:** The provision sets a threshold criterion for determining whether an arbitration is considered international. This criterion is the involvement of international trade interests. If these interests are at stake, the arbitration is classified as international, subject to the jurisdiction's legal definitions and interpretations of international trade.
4. **Importance of Context:** The interpretation of "international trade interests" might vary depending on the legal context and the jurisdiction in which the Code of Civil Procedure is applied. The provision may not provide an exhaustive definition of what constitutes international trade interests, leaving room for legal practitioners and courts to consider various factors such as the nationality of the parties, the subject matter of the dispute, the cross-border nature of the transaction, and other relevant elements.
5. **Legal Consequences:** The classification of arbitration as international can have implications for the procedural rules, enforcement of awards, and other aspects of the arbitration process. International arbitrations might involve adherence to international treaties, conventions, or rules that apply specifically to cross-border disputes.
6. **Purpose:** The purpose of including this provision could be to establish a clear criterion for determining the jurisdiction and rules that apply to international arbitration cases. This helps provide predictability and consistency in the treatment of international disputes.

In summary, Article 1504 of the Code of Civil Procedure appears to define the criteria for categorizing an arbitration as international, based on the presence of international trade interests. However, the

¹ Source: https://www.iaiparis.com/pdf/FRENCH_LAW_ON_INTERNATIONAL_ARBITRATION.pdf.

specific implications and interpretations would depend on the legal context in which this provision is applied, and legal practitioners and courts would play a significant role in applying and interpreting it within their jurisdiction.

ARTICLE 1505

In international arbitration, and unless otherwise stipulated, the judge acting in support of the arbitration shall be the President of the Tribunal de grande instance of Paris when:

- (1) the arbitration takes place in France; or**
- (2) the parties have agreed that French procedural law shall apply to the arbitration; or**
- (3) the parties have expressly granted jurisdiction to French courts over disputes relating to the arbitral procedure; or**
- (4) one of the parties is exposed to a risk of a denial of justice.**

Article 1505 of the Code of Civil Procedure seems to pertain to the appointment of a judge to support international arbitrations in certain circumstances. Here is a breakdown of the key points of this article:

1. **Scope of Application:** Article 1505 is applicable to international arbitrations that meet specific conditions. These conditions relate to the location of the arbitration, the choice of French procedural law, the jurisdiction of French courts over arbitral procedure disputes, and the risk of a denial of justice.
2. **Judge Acting in Support of Arbitration:** The provision introduces the concept of a “judge acting in support of the arbitration”. This judge is likely responsible for providing assistance to the arbitration process, ensuring its fairness, and addressing any procedural issues that might arise during the course of the arbitration.
3. **Designation of the Judge:** The article specifies that, unless otherwise stipulated, the judge acting in support of the arbitration shall be the President of the Tribunal de grande instance of Paris under certain conditions.
4. **Conditions for the Designation:** The provision outlines four conditions under which the President of the Tribunal de grande instance of Paris will serve as the judge supporting the arbitration:
 - a. **Arbitration in France:** When the arbitration is taking place within the territory of France.
 - b. **Choice of French Procedural Law:** When the parties have agreed that French procedural law will apply to the arbitration.
 - c. **Jurisdiction of French Courts:** When the parties have expressly granted jurisdiction to French courts over disputes related to the arbitral procedure.

- d. Risk of Denial of Justice: When one of the parties is exposed to a risk of denial of justice.
5. Preservation of Fairness: The provision's intent seems to be to ensure the fairness and proper conduct of international arbitrations within the French jurisdiction. By involving the President of the Tribunal de grande instance of Paris, the legal system aims to provide an additional layer of oversight and support to the arbitration process.
6. Legal Context: The inclusion of this provision in the Code of Civil Procedure underscores the significance of international arbitration and the role of French courts in supporting such proceedings. It reflects the jurisdiction's commitment to upholding the integrity of the arbitration process, particularly in cases involving a connection to France.

In summary, Article 1505 of the Code of Civil Procedure outlines the circumstances under which the President of the Tribunal de grande instance of Paris will act as the judge supporting international arbitration. These circumstances involve the location of the arbitration, the choice of French procedural law, jurisdiction of French courts, and the risk of a denial of justice. This provision appears to underscore the French legal system's commitment to ensuring the fairness and proper conduct of international arbitration cases taking place within its jurisdiction.

ARTICLE 1506

Unless the parties have agreed otherwise, and subject to the provisions of the present Title, the following Articles shall apply to international arbitration:

- (1) 1446, 1447, 1448 (paragraphs 1 and 2) and 1449, regarding the arbitration agreement;**
- (2) 1452 through 1458 and 1460 regarding the constitution of the arbitral tribunal and the procedure governing application to the judge acting in support of the arbitration;**
- (3) 1462, 1463 (paragraph 2), 1464 (paragraph 3), 1465 through 1470 and 1472 regarding arbitral proceedings;**
- (4) 1479, 1481, 1482, 1484 (paragraphs 1 and 2), 1485 (paragraphs 1 and 2) and 1486 regarding arbitral awards;**
- (5) 1502 (paragraphs 1 and 2) and 1503 regarding means of recourse other than appeals or actions to set aside.**

Article 1506 of the Code of Civil Procedure appears to provide guidance on the application of specific articles within the Code to international arbitration proceedings. Here is a breakdown of the key points of this article:

1. Applicability to International Arbitration: Article 1506 addresses the application of certain articles within the Code of Civil Procedure to international arbitration proceedings. It specifies that these articles will apply unless the parties have agreed otherwise and subject to the provisions of the current Title (Title IV, Book IV of the Code of Civil Procedure), which likely deals with international arbitration.

2. List of Applicable Articles: The provision lists various articles within the Code of Civil Procedure that will be applicable to international arbitration unless the parties agree otherwise. These articles are categorized into several groups, each pertaining to different aspects of the arbitration process.
3. Arbitration Agreement: The first group of articles (1) relates to the arbitration agreement. This includes articles 1446, 1447, 1448 (paragraphs 1 and 2), and 1449. These articles likely cover the formation, validity, and enforceability of the arbitration agreement.
4. Constitution of Arbitral Tribunal: The second group of articles (2) pertains to the constitution of the arbitral tribunal and the procedure governing applications to the judge acting in support of the arbitration. This includes articles 1452 through 1458 and 1460. These articles likely address the selection and appointment of arbitrators and related procedural matters.
5. Arbitral Proceedings: The third group of articles (3) involves articles 1462, 1463 (paragraph 2), 1464 (paragraph 3), 1465 through 1470, and 1472. These articles likely cover various aspects of the arbitral proceedings, including the conduct of hearings, evidence presentation, and other procedural matters.
6. Arbitral Awards: The fourth group of articles (4) concerns arbitral awards. This includes articles 1479, 1481, 1482, 1484 (paragraphs 1 and 2), 1485 (paragraphs 1 and 2), and 1486. These articles might address the issuance, content, and enforcement of arbitral awards.
7. Means of Recourse: The fifth group of articles (5) relates to means of recourse other than appeals or actions to set aside. This includes articles 1502 (paragraphs 1 and 2) and 1503. These articles could pertain to methods of challenging or seeking remedies related to arbitral awards without necessarily appealing or setting aside the award.

In summary, Article 1506 of the Code of Civil Procedure outlines the applicability of specific articles within the Code to international arbitration proceedings. It categorizes these articles into groups based on their relevance to different aspects of the arbitration process, such as the arbitration agreement, constitution of the arbitral tribunal, arbitral proceedings, arbitral awards, and means of recourse. This provision aims to provide a framework for the application of relevant procedural rules from the Code to international arbitration cases unless the parties have agreed otherwise.

CHAPTER I — INTERNATIONAL ARBITRATION AGREEMENTS

ARTICLE 1507

An arbitration agreement shall not be subject to any requirements as to its form.

Article 1507 of the Code of Civil Procedure pertains to the form requirements of an arbitration agreement. Here is an analysis of its key points:

1. **Formal Requirement:** Article 1507 states that an arbitration agreement is not subject to any requirements as to its form. In other words, the agreement between parties to resolve their disputes through arbitration does not need to adhere to specific formalities or structures.
2. **Flexibility:** The provision emphasizes flexibility when it comes to the form of an arbitration agreement. This means that parties have the freedom to determine the terms and conditions of their arbitration arrangement without being constrained by strict formality requirements.
3. **Freedom of Agreement:** By not imposing form requirements, the legal system aims to uphold the principle of freedom of contract. Parties can decide on the terms of their arbitration agreement based on their mutual understanding and preferences, as long as they meet the essential requirements for a valid contract.
4. **Implications:** The absence of form requirements can have both advantages and potential drawbacks. On one hand, it allows parties to tailor their arbitration agreements to suit their specific needs, making the process more adaptable to the circumstances. On the other hand, the lack of formalities might lead to disputes over the existence or validity of an arbitration agreement if the parties' intentions are not clearly documented.
5. **Clarity and Communication:** While form requirements might not be necessary, it is still advisable for parties to clearly document their arbitration agreement in writing to avoid misunderstandings or disputes in the future. A well-drafted agreement can help establish the parties' consent to arbitration, the scope of disputes covered, the chosen arbitration rules, and other pertinent details.
6. **International Implications:** In the context of international arbitration, the absence of form requirements might be particularly relevant, given that parties from different legal and cultural backgrounds might enter into agreements. The freedom to structure agreements without strict form requirements can accommodate these diverse scenarios.
7. **Jurisdictional Variation:** It is important to note that the interpretation and application of Article 1507 might vary by jurisdiction. Some jurisdictions could still impose certain minimal formalities or evidentiary requirements to establish the existence of an arbitration agreement, even if not explicitly mandated by law.

In summary, Article 1507 of the Code of Civil Procedure emphasizes that arbitration agreements are not subject to any specific form requirements. This principle upholds the freedom of parties to determine the terms of their arbitration arrangement without being bound by rigid formalities. While this flexibility can be advantageous, parties should consider the benefits of clearly documenting their agreement in writing to avoid potential disputes or challenges in the future.

ARTICLE 1446²**Parties may submit their dispute to arbitration even where proceedings are already pending before a court.**

Article 1446 of the Code of Civil Procedure addresses the possibility for parties to submit their dispute to arbitration even if legal proceedings are already underway before a court. Here is a breakdown of the key points of this article:

1. **Continuation of Legal Proceedings:** Article 1446 recognizes that parties have the option to resort to arbitration even if they have already initiated legal proceedings before a court. This means that the existence of ongoing court proceedings does not necessarily preclude the parties from pursuing arbitration to resolve their dispute.
2. **Arbitration as an Alternative:** The provision underscores the concept of arbitration as an alternative dispute resolution mechanism to litigation in courts. It gives parties the flexibility to choose between the two methods, even if legal action has already been initiated.
3. **Party Autonomy:** Article 1446 reflects the principle of party autonomy, which allows the parties to decide how they want to resolve their dispute. This autonomy is a central tenet of arbitration, as it empowers the parties to agree on the rules, procedures, and forum for resolving their disagreements.
4. **Implications for Ongoing Proceedings:** When parties opt for arbitration after legal proceedings have commenced, it is important to consider the potential implications. Depending on the jurisdiction and the specific circumstances, the court proceedings might be stayed (put on hold) or discontinued if both parties agree to proceed with arbitration. This avoids duplicating efforts and resources in both forums.
5. **Coordination and Cooperation:** When parties choose to initiate arbitration while court proceedings are ongoing, coordination and communication between the arbitration tribunal and the court may be necessary. This ensures that the proceedings are harmonized and that any decisions made in one forum do not conflict with those in the other.
6. **Timing Considerations:** The article does not specify any restrictions on when parties can choose arbitration in relation to ongoing court proceedings. However, practical considerations, such as the stage of the court proceedings and the complexity of the case, could influence the decision to initiate arbitration.
7. **Global Applicability:** While this analysis is based on the provision's general principles, it is important to note that the specifics and consequences might differ based on the jurisdiction in which the Code of Civil Procedure applies.

In summary, Article 1446 of the Code of Civil Procedure acknowledges that parties can choose arbitration to resolve their dispute even when legal proceedings are already in progress before a court.

² This provision relating to domestic arbitration also applies to international arbitration.

This reflects the idea of party autonomy and the availability of arbitration as an alternative to court litigation. Parties must consider the potential impact on ongoing court proceedings and ensure coordination between the arbitration process and the court, depending on the jurisdiction's rules and practices.

ARTICLE 1447³

An arbitration agreement is independent of the contract to which it relates. It shall not be affected if such contract is void.

If an arbitration clause is void, it shall be deemed not written.

Article 1447 of the Code of Civil Procedure addresses the relationship between an arbitration agreement and the contract to which it is related, as well as the consequences of the invalidity of an arbitration clause. Here is a breakdown of the key points of this article:

1. **Independence of Arbitration Agreement:** Article 1447 establishes the principle that an arbitration agreement is independent of the contract to which it is attached. This means that the validity and enforceability of the arbitration agreement are separate from those of the main contract. Even if there are issues with the underlying contract, the arbitration agreement remains valid and enforceable.
2. **Effect on Void Contracts:** The provision explicitly states that the validity of an arbitration agreement is not affected by the voidness of the main contract to which it relates. In other words, even if the contract itself is declared void for reasons such as illegality or other invalidating factors, the arbitration agreement remains in effect and enforceable.
3. **Deemed Not Written:** If the arbitration clause itself is void, Article 1447 provides that it shall be considered as if it were not written. This means that the clause is treated as if it never existed, and parties cannot rely on it to compel arbitration. This clause aims to ensure that invalid arbitration clauses do not create confusion or uncertainty in disputes.
4. **Clear Intent and Interpretation:** This article emphasizes the intent of parties to keep the arbitration agreement separate from the underlying contract. It aims to preserve parties' choices to resolve disputes through arbitration even if there are issues with the main contract.
5. **Preserving Arbitration Mechanism:** The independence of the arbitration agreement from the main contract helps maintain the effectiveness of arbitration as a dispute resolution mechanism. Even if the contract is challenged or found to be void, the parties can still resort to arbitration to resolve their disputes.
6. **International Implications:** This principle of independence is significant in international commercial contracts, where parties from different legal systems may choose arbitration to avoid uncertainties related to foreign courts' interpretations of contract validity.

³ This provision relating to domestic arbitration also applies to international arbitration.

7. **Enforcement Considerations:** When disputes arise over the validity of an arbitration clause, courts will often be tasked with determining whether the clause is indeed void and whether the arbitration process should proceed.

In summary, Article 1447 of the Code of Civil Procedure establishes the principle that an arbitration agreement is independent of the contract to which it is related. This means that the validity and enforceability of the arbitration agreement are distinct from those of the main contract. Even if the contract is void, the arbitration agreement remains intact. However, if the arbitration clause itself is void, it is treated as if it were not written. This provision aims to maintain the viability of arbitration as a dispute resolution method and to provide clarity in cases of contract invalidity.

ARTICLE 1448 (PARAGRAPHS 1 AND 2)⁴

When a dispute subject to an arbitration agreement is brought before a court, such court shall decline jurisdiction, except if an arbitral tribunal has not yet been seized of the dispute and if the arbitration agreement is manifestly void or manifestly not applicable.

A court may not decline jurisdiction on its own motion.

Article 1448 of the Code of Civil Procedure deals with the jurisdiction of courts when a dispute subject to an arbitration agreement is presented before them. Here is a breakdown of the key points of this article:

1. **Jurisdiction of Courts and Arbitration Agreements:** Article 1448 establishes the interaction between courts and arbitration agreements in cases where there is a dispute covered by such an agreement. It outlines the circumstances under which a court should decline jurisdiction in favour of arbitration.
2. **Principle of Declining Jurisdiction:** The article stipulates that when a dispute that is covered by an arbitration agreement is brought before a court, that court should decline to exercise jurisdiction over the dispute. This means that the court acknowledges the existence of the arbitration agreement and allows the parties to proceed with arbitration instead of litigation.
3. **Exceptions to Declining Jurisdiction:** There are two main exceptions to the principle of declining jurisdiction:
 - a. **If an arbitral tribunal has not yet been seized of the dispute:** This means that if the arbitration process has not yet officially begun before an arbitral tribunal, the court may retain jurisdiction temporarily until the arbitration process is initiated.
 - b. **If the arbitration agreement is manifestly void or not applicable:** If the court determines that the arbitration agreement is clearly invalid or does not apply to the dispute in question, it may retain jurisdiction.
4. **No Autonomous Decline of Jurisdiction:** Importantly, the article specifies that a court may not decline jurisdiction on its own motion. In other words, the court must decline

⁴ This provision relating to domestic arbitration also applies to international arbitration.

jurisdiction only when one of the parties invokes the existence of the arbitration agreement and requests that the dispute be referred to arbitration.

5. **Manifestly Void or Not Applicable:** The provision employs the term “manifestly” to indicate that the invalidity or inapplicability of the arbitration agreement should be clear and evident. This suggests that the court’s assessment of the agreement’s validity should be relatively straightforward.
6. **Precedence of Arbitration Agreement:** Article 1448 reflects the principle that parties’ agreements to resolve disputes through arbitration should be respected. Courts should uphold the parties’ intention to use arbitration as the chosen method for dispute resolution.
7. **Coordination with Arbitration Proceedings:** The article’s structure suggests that the primary authority to determine the validity of the arbitration agreement lies with the arbitral tribunal once it has been seized of the dispute. Courts generally avoid intervening in arbitration proceedings unless specific circumstances warrant it.

In summary, Article 1448 of the Code of Civil Procedure outlines the jurisdiction of courts when disputes covered by arbitration agreements are presented before them. It establishes the general rule that courts should decline jurisdiction in favour of arbitration, unless certain exceptions apply. Courts are not permitted to decline jurisdiction on their own initiative, and the arbitration agreement’s validity should be manifestly void or not applicable for a court to retain jurisdiction. This provision emphasizes the importance of honouring parties’ agreements to use arbitration as a means of dispute resolution.

ARTICLE 1449⁵

The existence of an arbitration agreement, insofar as the arbitral tribunal has not yet been constituted, shall not preclude a party from applying to a court for measures relating to the taking of evidence or provisional or conservatory measures.

Subject to the provisions governing conservatory attachments and judicial security, application shall be made to the President of the Tribunal de grande instance or of the Tribunal de commerce who shall rule on the measures relating to the taking of evidence in accordance with the provisions of Article 1452 and, where the matter is urgent, on the provisional or conservatory measures requested by the parties to the arbitration agreement.

Article 1449 of the Code of Civil Procedure addresses the ability of a party to apply to a court for certain measures before an arbitral tribunal has been constituted. Here is a breakdown of the key points of this article:

1. **Pre-Arbitral Tribunal Measures:** Article 1449 deals with the scenario where a dispute is subject to an arbitration agreement, but the arbitral tribunal has not yet been formed. It outlines the circumstances under which a party can seek measures from a court before the arbitral tribunal is established.

⁵ This provision relating to domestic arbitration also applies to international arbitration.

2. **Taking of Evidence or Provisional/Conservatory Measures:** The article specifies that a party is not precluded from applying to a court for certain measures before the arbitral tribunal has been constituted. These measures include those related to the taking of evidence, provisional measures, and conservatory measures.
3. **Scope of Measures:** Taking of evidence refers to the collection and preservation of evidence that might be relevant to the future arbitration. Provisional measures are interim measures that a party might seek to preserve the status quo or protect their rights until the arbitration process formally begins. Conservatory measures are actions taken to prevent harm or loss pending the resolution of the dispute.
4. **Application to Court:** When seeking such measures, the article specifies that the application should be made to the President of the Tribunal de grande instance (civil court) or of the Tribunal de commerce (commercial court). The President will be responsible for ruling on the requested measures.
5. **Procedure for Taking Evidence:** The President's role in measures relating to the taking of evidence is to apply the provisions of Article 1452. This likely refers to the procedural rules and mechanisms governing the taking of evidence, even before the arbitral tribunal is constituted.
6. **Provisional or Conservatory Measures:** The President can also rule on provisional or conservatory measures if the matter is urgent. This underscores the court's ability to address pressing issues that require immediate attention to prevent irreparable harm.
7. **Balancing Party Interests:** Article 1449 seeks to balance the parties' interests by allowing them to seek necessary measures from the court before the arbitration process officially begins. This can be particularly relevant when a dispute is pending and the arbitral tribunal has not yet been formed.
8. **Support for Arbitration Process:** This provision supports the arbitration process by allowing parties to secure evidence or protect their interests even before the formal arbitration proceedings start.

In summary, Article 1449 of the Code of Civil Procedure addresses the ability of a party to apply to a court for certain measures, such as taking evidence, provisional measures, or conservatory measures, before an arbitral tribunal has been constituted. The article highlights the roles of the President of the Tribunal de grande instance or of the Tribunal de commerce in ruling on these measures, and it underscores the importance of addressing urgent issues and protecting parties' interests in the pre-arbitral tribunal phase.

ARTICLE 1508

An arbitration agreement may designate the arbitrator(s) or provide for the procedure for their appointment, directly or by reference to arbitration rules or to procedural rules.

Article 1508 of the Code of Civil Procedure deals with the appointment of arbitrators and the procedures for their selection within an arbitration agreement. Here is a breakdown of the key points of this article:

1. **Arbitrator Designation and Appointment:** Article 1508 addresses the important aspect of how arbitrators are designated and appointed within an arbitration agreement. It provides flexibility for parties to specify the arbitrator(s) or the procedure for their appointment.
2. **Designating Arbitrator(s):** The article indicates that an arbitration agreement can explicitly name or designate the arbitrator(s) who will preside over the dispute. This means that the parties have the authority to select specific individuals to act as arbitrators in their case.
3. **Procedure for Appointment:** Alternatively, the arbitration agreement can outline the procedure for appointing arbitrators. This procedural detail could involve a step-by-step process that parties need to follow to appoint arbitrators, ensuring a fair and efficient selection process.
4. **Reference to Arbitration or Procedural Rules:** The article allows parties to refer to arbitration rules or procedural rules to guide the appointment of arbitrators. This means that parties can adopt established arbitration rules (such as those provided by arbitration institutions) or specific procedural rules (such as the rules of the International Chamber of Commerce) to govern the appointment process.
5. **Flexibility and Autonomy:** Article 1508 emphasizes the autonomy of parties in shaping their arbitration process. By enabling parties to designate arbitrators or choose a particular procedure for their appointment, the provision promotes flexibility and allows parties to tailor the arbitration to their preferences.
6. **Balancing Party Interests:** This provision recognizes that the appointment of arbitrators is a crucial aspect of the arbitration process and must be handled with care. By giving parties control over this process, the article aims to ensure that the arbitral tribunal is composed of individuals whom the parties believe are suitable for resolving their specific dispute.
7. **Preventing Deadlocks:** In cases where there are multiple parties or a panel of arbitrators needs to be formed, providing a clear procedure for appointment can prevent deadlock situations and facilitate a smooth arbitration process.
8. **Consistency and Predictability:** The provision encourages parties to adopt established arbitration rules or procedures, which can contribute to consistency and predictability in the appointment process across different cases.

In summary, Article 1508 of the Code of Civil Procedure acknowledges the parties' authority to determine the appointment of arbitrators and the procedures for their selection within the arbitration agreement. This provision underscores the flexibility and autonomy parties have in shaping their arbitration process, whether by explicitly designating arbitrators, outlining appointment procedures, or referring to established arbitration or procedural rules.

ARTICLE 1452⁶

If the parties have not agreed on the procedure for appointing the arbitrator(s):

- (1) Where there is to be a sole arbitrator and if the parties fail to agree on the arbitrator, he or she shall be appointed by the person responsible for administering the arbitration or, where there is no such person, by the judge acting in support of the arbitration;
- (2) Where there are to be three arbitrators, each party shall appoint an arbitrator and the two arbitrators so appointed shall appoint a third arbitrator. If a party fails to appoint an arbitrator within one month following receipt of a request to that effect by the other party, or if the two arbitrators fail to agree on the third arbitrator within one month of having accepted their mandate, the person responsible for administering the arbitration or, where there is no such person, the judge acting in support of the arbitration, shall appoint the third arbitrator.

Article 1452 of the Code of Civil Procedure deals with the procedure for appointing arbitrators when the parties have not agreed on a specific process within the arbitration agreement. Here is a breakdown of the key points of this article:

1. Absence of Agreed Procedure: Article 1452 addresses situations where the parties to an arbitration have not stipulated a specific procedure for appointing arbitrators in their arbitration agreement.
2. Sole Arbitrator: When the arbitration is to be conducted by a sole arbitrator and the parties have not agreed on an arbitrator, the article outlines the procedure for appointment. The arbitrator will be appointed by the person responsible for administering the arbitration, or if no such person exists, by the judge acting in support of the arbitration.
3. Three Arbitrators: When the arbitration involves three arbitrators and the parties have not agreed on a process for appointment, the article outlines a specific procedure. Each party will appoint one arbitrator. These two arbitrators will then jointly select a third arbitrator. If a party fails to appoint an arbitrator within one month of being requested to do so, or if the two arbitrators fail to agree on the third arbitrator within one month of accepting their mandate, the person responsible for administering the arbitration (or the judge acting in support of the arbitration) will appoint the third arbitrator.
4. Administration of the Process: The article recognizes that in the absence of agreed-upon procedures, the responsibility for selecting arbitrators falls to either an administrative body that oversees the arbitration process or a judge who supports the arbitration.
5. Balancing Interests: Article 1452 seeks to ensure that the arbitration process can move forward even when the parties have not predetermined the procedure for appointing arbitrators. It provides a clear mechanism to prevent delays and ensure that the tribunal is properly constituted.

⁶ This provision relating to domestic arbitration also applies to international arbitration.

6. **Time Limits:** The article introduces time limits to prevent undue delays in the appointment process. These limits ensure that parties promptly appoint their arbitrators and that the process for selecting the third arbitrator proceeds efficiently.
7. **Ensuring Fairness:** The procedure outlined in the article aims to ensure fairness and balance in the appointment of arbitrators. It allows each party to have a say in the selection process, and if parties or appointed arbitrators are unable to reach an agreement, a neutral entity (such as an administrative body or a judge) steps in to make the appointment.

In summary, Article 1452 of the Code of Civil Procedure establishes the procedure for appointing arbitrators when the parties have not agreed on a specific process. The article provides a clear mechanism for selecting arbitrators in cases involving both sole arbitrators and panels of three arbitrators. It emphasizes timely appointments, fairness, and administrative support or judicial intervention to ensure the proper constitution of the arbitral tribunal in the absence of agreed-upon appointment procedures.

ARTICLE 1453⁷

If there are more than two parties to the dispute and they fail to agree on the procedure for constituting the arbitral tribunal, the person responsible for administering the arbitration or, where there is no such person, the judge acting in support of the arbitration, shall appoint the arbitrator(s).

Article 1453 of the Code of Civil Procedure addresses the procedure for constituting an arbitral tribunal when there are multiple parties to the dispute and they cannot agree on the process. Here is a breakdown of the key points of this article:

1. **Multiple Parties and Arbitral Tribunal:** Article 1453 deals with situations where there are more than two parties involved in an arbitration, and these parties are unable to reach an agreement on how the arbitral tribunal should be constituted.
2. **Failure to Agree:** When the multiple parties cannot agree on the procedure for forming the arbitral tribunal, the article outlines the course of action. The person responsible for administering the arbitration process or, if such a person does not exist, the judge acting in support of the arbitration, will step in to appoint the arbitrator(s).
3. **Administration of the Process:** The article designates either an administrative body overseeing the arbitration or a judge responsible for assisting the arbitration to manage the process of appointing arbitrators in case of disagreement among the parties.
4. **Ensuring Progress:** Article 1453 is aimed at ensuring that the arbitration process can proceed even when multiple parties involved in the dispute cannot agree on the composition of the arbitral tribunal.

⁷ This provision relating to domestic arbitration also applies to international arbitration.

5. **Neutral Decision-Maker:** The provision designates a neutral third party (the administrative body or the judge) to make the appointment. This is intended to prevent any party from having undue influence in the selection of arbitrators.
6. **Efficiency:** The involvement of a designated person or entity in appointing arbitrators can help prevent delays that might arise from disputes among the parties. This promotes the efficient progress of the arbitration.
7. **Equitable Representation:** The procedure outlined in the article ensures that all parties involved have a role in the constitution of the arbitral tribunal. By designating a neutral entity to make the appointments, fairness and equitable representation can be maintained.
8. **Promotion of Neutrality:** By involving a neutral administrative body or judge, the article aims to maintain the neutrality and impartiality of the arbitral tribunal's composition.

In summary, Article 1453 of the Code of Civil Procedure addresses the scenario where multiple parties to an arbitration dispute are unable to agree on the procedure for forming the arbitral tribunal. The article designates an administrative body overseeing the arbitration process or a judge supporting the arbitration to appoint the arbitrator(s). This mechanism ensures that the arbitration can proceed even when parties cannot agree on the composition of the tribunal, while also promoting fairness and the efficient resolution of disputes.

ARTICLE 1454⁸

Any other dispute relating to the constitution of an arbitral tribunal shall be resolved, if the parties cannot agree, by the person responsible for administering the arbitration or, where there is no such person, by the judge acting in support of the arbitration.

Article 1454 of the Code of Civil Procedure addresses the resolution of disputes related to the constitution of an arbitral tribunal when the parties cannot come to an agreement. Here is a breakdown of the key points of this article:

1. **Disputes on Tribunal Constitution:** Article 1454 deals with situations where there is a dispute among the parties specifically related to the constitution or formation of the arbitral tribunal. This could include disagreements about the selection or appointment process of arbitrators.
2. **Non-Agreement of Parties:** The article specifies that if the parties involved in the arbitration cannot agree on the resolution of such a dispute, a specific mechanism is in place to resolve it.
3. **Administrative Body or Judge:** In cases where the parties cannot agree on the constitution of the arbitral tribunal, the resolution mechanism involves either the person responsible for administering the arbitration process (an administrative body overseeing the

⁸ This provision relating to domestic arbitration also applies to international arbitration.

arbitration) or the judge acting in support of the arbitration (a judicial figure appointed to assist in arbitration-related matters).

4. **Third-Party Resolution:** Article 1454 designates a neutral third party, either the administrative body or the supporting judge, to resolve disputes related to the constitution of the arbitral tribunal. This prevents the disputes from causing delays in the arbitration process and maintains impartiality.
5. **Efficiency and Progress:** The provision serves to ensure the efficient progress of arbitration proceedings. By designating a third party to resolve disputes, the article helps to avoid deadlock situations and ensures that the tribunal can be constituted promptly.
6. **Legal Framework:** The provision introduces a legal framework for addressing disputes related to the tribunal's composition. This is particularly important when parties involved in arbitration cannot reach an agreement on their own.
7. **Balance and Impartiality:** By involving an external entity (administrative body or judge) in resolving disputes, the article aims to ensure balance and impartiality in the resolution process.
8. **Promoting Party Autonomy:** While Article 1454 outlines a mechanism for resolving disputes, it also encourages parties to resolve their differences amicably whenever possible.

In summary, Article 1454 of the Code of Civil Procedure addresses disputes that arise concerning the constitution or formation of an arbitral tribunal. When parties cannot agree on such disputes, the article designates either an administrative body overseeing the arbitration or a judge supporting the arbitration to resolve the matter. This mechanism is intended to ensure efficient progress, impartiality, and a fair resolution process when disagreements arise regarding the composition of the arbitral tribunal.

ARTICLE 1455⁹

If an arbitration agreement is manifestly void or manifestly not applicable, the judge acting in support of the arbitration shall declare that no appointment need be made.

Article 1455 of the Code of Civil Procedure addresses the situation when an arbitration agreement is deemed manifestly void or not applicable. Here is a breakdown of the key points of this article:

1. **Manifestly Void or Not Applicable:** Article 1455 deals with cases where the arbitration agreement is clearly and unmistakably void or not applicable. The term “manifestly” suggests that the invalidity or inapplicability of the arbitration agreement should be readily apparent and not subject to significant legal interpretation or dispute.

⁹ This provision relating to domestic arbitration also applies to international arbitration.

2. **Role of Judge Acting in Support:** The article designates the judge acting in support of the arbitration to play a key role in this context. This judge is responsible for assisting in arbitration-related matters and ensuring the proper conduct of the arbitration process.
3. **Declaration of No Appointment:** If the arbitration agreement is determined to be manifestly void or not applicable, the judge acting in support of the arbitration has the authority to declare that no appointment of arbitrators need be made. This means that the arbitration process will not proceed based on the void or inapplicable agreement.
4. **Legal Certainty:** Article 1455 contributes to legal certainty by allowing a clear and direct resolution when the invalidity or inapplicability of the arbitration agreement is evident. This prevents unnecessary proceedings in cases where arbitration is not feasible due to the nature of the agreement.
5. **Avoiding Unproductive Proceedings:** This provision prevents parties from initiating an arbitration process based on an agreement that is clearly flawed or inapplicable, saving time, resources, and efforts that would otherwise be expended on a futile process.
6. **Judicial Oversight:** The involvement of the judge acting in support of the arbitration ensures that the arbitration process adheres to the principles of fairness and legality, and that any manifest issues with the agreement are promptly addressed.
7. **Balancing Party Interests:** While Article 1455 provides for the declaration that no appointment is needed, it also implies the importance of parties' rights to challenge or dispute the manifest voidness or inapplicability of the agreement through proper legal channels.
8. **Promotion of Effective Arbitration:** The provision contributes to the effectiveness of arbitration as a dispute resolution mechanism by eliminating cases where the arbitration agreement is clearly non-functional or not legally viable.

In summary, Article 1455 of the Code of Civil Procedure addresses situations where an arbitration agreement is manifestly void or not applicable. In such cases, the judge acting in support of the arbitration has the authority to declare that no appointment of arbitrators need be made, effectively preventing the initiation of arbitration proceedings based on an agreement that is clearly flawed or non-functional. This provision promotes legal clarity, efficient resolution of disputes, and the integrity of the arbitration process.

ARTICLE 1456¹⁰

The constitution of an arbitral tribunal shall be complete upon the arbitrators' acceptance of their mandate. As of that date, the tribunal is seized of the dispute.

Before accepting a mandate, an arbitrator shall disclose any circumstance that may affect his or her independence or impartiality. He or she also shall disclose promptly any such circumstance that may arise after accepting the mandate.

If the parties cannot agree on the removal of an arbitrator, the issue shall be resolved by the person responsible for administering the arbitration or, where there is no such person, by the judge acting in support of the arbitration to whom application must be made within one month following the disclosure or the discovery of the fact at issue.

Article 1456 of the Code of Civil Procedure addresses various aspects related to the constitution of an arbitral tribunal, including the acceptance of a mandate by arbitrators, their independence and impartiality, and the removal of arbitrators. Here is a breakdown of the key points of this article:

1. **Completion of Arbitral Tribunal:** Article 1456 establishes that the constitution of an arbitral tribunal is considered complete once the appointed arbitrators have accepted their mandate. Acceptance of the mandate signifies the arbitrators' willingness to serve on the tribunal and participate in the resolution of the dispute.
2. **Tribunal Seized of the Dispute:** Upon the arbitrators' acceptance of their mandate, the tribunal is officially considered "seized" of the dispute. This means that the arbitration process is formally initiated, and the tribunal gains the authority to adjudicate the dispute in accordance with the arbitration agreement and applicable laws.
3. **Disclosure of Circumstances Affecting Independence:** The article mandates that before accepting a mandate, an arbitrator is required to disclose any circumstance that could potentially affect their independence or impartiality. This requirement underscores the importance of maintaining the integrity and fairness of the arbitration process.
4. **Prompt Disclosure of Post-Mandate Circumstances:** Additionally, even after accepting the mandate, arbitrators are obligated to promptly disclose any circumstances that arise which might impact their independence or impartiality. This continuous duty to disclose ensures transparency throughout the arbitration proceedings.
5. **Protection of Neutrality:** The requirement to disclose circumstances that might affect an arbitrator's impartiality or independence is crucial to maintaining the neutrality of the arbitral tribunal. This transparency helps prevent potential biases that could undermine the legitimacy of the arbitration process.
6. **Removal of Arbitrator:** If the parties cannot agree on the removal of an arbitrator due to disclosed circumstances affecting independence or impartiality, the article outlines a mechanism for resolution. The issue of removal is to be resolved by the person responsible for administering the arbitration or the judge acting in support of the arbitration.

¹⁰ This provision relating to domestic arbitration also applies to international arbitration.

7. **Administrative or Judicial Decision:** In cases where the parties cannot agree on removing an arbitrator, the responsibility for resolving the issue is delegated to either an administrative body overseeing the arbitration process or a judge appointed to assist in arbitration-related matters.
8. **Time Limit for Removal Issue:** The article imposes a time limit within which parties must apply for the removal of an arbitrator following the disclosure or discovery of the relevant circumstances. This time limit helps ensure timely resolution of such matters.

In summary, Article 1456 of the Code of Civil Procedure addresses several critical aspects of arbitral tribunal constitution and operation. It establishes the completion of the tribunal upon arbitrators' acceptance of their mandate, emphasizes the duty of arbitrators to disclose any circumstances affecting their independence or impartiality, and provides a mechanism for the removal of arbitrators when parties cannot agree. This article emphasizes transparency, fairness, and efficiency in the arbitration process while ensuring the integrity of the tribunal and its proceedings.

ARTICLE 1457¹¹

Arbitrators shall carry out their mandate until it is completed, unless they are legally incapacitated or there is a legitimate reason for them to refuse to act or to resign.

If there is disagreement as to the materiality of the reason invoked, the matter shall be resolved by the person responsible for administering the arbitration or, where there is no such person, by the judge acting in support of the arbitration to whom application must be made within one month following such incapacity, refusal to act or resignation.

Article 1457 of the Code of Civil Procedure addresses the continuation of arbitrators' mandates, the conditions under which they can refuse to act or resign, and the resolution of disputes related to these matters. Here is a breakdown of the key points of this article:

1. **Continuation of Arbitrators' Mandates:** Article 1457 establishes the principle that arbitrators are expected to carry out their mandate until it is completed. This means that arbitrators are obligated to fulfil their role in the arbitration process until the resolution of the dispute, as determined by the arbitration agreement and relevant laws.
2. **Legitimate Reasons for Refusal or Resignation:** However, the article acknowledges that there might be circumstances where arbitrators have legitimate reasons to refuse to act or to resign from their role. These reasons could include situations where arbitrators are legally incapacitated or where there are justifiable grounds for them to decline their mandate or resign from their position.
3. **Resolution of Disagreements:** If a dispute arises regarding the materiality or legitimacy of the reason cited by an arbitrator for refusing to act or resigning, the article outlines a mechanism for resolution. The matter is to be settled by either the person responsible for administering the arbitration process (an administrative body) or the judge acting in support of the arbitration.

¹¹ This provision relating to domestic arbitration also applies to international arbitration.

4. **Application Deadline:** Parties seeking a resolution to a disagreement about an arbitrator's refusal to act, resignation, or related matter must make the application within one month following the occurrence of the event (such as the arbitrator's refusal or resignation).
5. **Administrative or Judicial Decision:** The provision designates the administrative body overseeing the arbitration process or the judge supporting the arbitration to make decisions on the legitimacy or materiality of the reasons for an arbitrator's refusal or resignation.
6. **Balancing Interests:** The article aims to strike a balance between the commitment to maintaining the continuity of the arbitration process and the recognition that there might be valid reasons for an arbitrator to step down.
7. **Efficiency and Resolution:** The involvement of an administrative body or a judge in resolving disputes related to arbitrator refusal or resignation helps ensure timely resolution of these matters, preventing unnecessary delays in the arbitration proceedings.
8. **Preservation of Neutrality:** By involving an external entity in the decision-making process, the article promotes impartiality and neutrality in resolving disputes related to the continuation of an arbitrator's mandate.

In summary, Article 1457 of the Code of Civil Procedure addresses the mandates of arbitrators, their refusal to act, or their resignation from their role. It emphasizes that arbitrators are generally expected to fulfil their mandate until completion but recognizes legitimate reasons for them to refuse or resign. The article outlines a procedure for resolving disputes related to these matters, involving either an administrative body or a judge. This mechanism aims to maintain the integrity of the arbitration process while addressing circumstances that might lead to arbitrator refusal or resignation.

ARTICLE 1458¹²

An arbitrator may only be removed with the unanimous consent of the parties. Where there is no unanimous consent, the provisions of the final paragraph of Article 1456 shall apply.

Article 1458 of the Code of Civil Procedure addresses the removal of an arbitrator and outlines the conditions under which an arbitrator can be removed from the arbitral tribunal. Here is a breakdown of the key points of this article:

1. **Unanimous Consent for Removal:** Article 1458 establishes that an arbitrator can only be removed from the arbitral tribunal with the unanimous consent of all parties involved in the arbitration. This means that all parties must agree on the removal before it can be carried out.
2. **Preservation of Party Autonomy:** The requirement for unanimous consent emphasizes the importance of party autonomy in the arbitration process. It ensures that any decision to remove an arbitrator is taken collectively by all parties, reinforcing the notion that arbitration is a consensual process.

¹² This provision relating to domestic arbitration also applies to international arbitration.

3. **Avoiding Unilateral Decisions:** By mandating unanimous consent, the article prevents any single party from unilaterally removing an arbitrator, which could potentially create imbalances or conflicts of interest.
4. **Application of Article 1456:** The article refers to the final paragraph of Article 1456, suggesting that if the parties cannot unanimously consent to an arbitrator's removal, the provisions of Article 1456 (which deal with the prompt disclosure of circumstances affecting independence or impartiality) will apply. This implies that in cases of disagreement, a neutral entity such as an administrative body or a judge acting in support of the arbitration would intervene to resolve the issue.
5. **Resolution Mechanism:** In cases where unanimous consent for removal is not achieved, the provisions of Article 1456 could come into play, allowing a neutral third party to determine whether there are material circumstances warranting the removal of the arbitrator.
6. **Protecting Fairness and Neutrality:** The requirement for unanimous consent and the potential application of Article 1456 ensure that decisions regarding arbitrator removal are made impartially and in the best interest of maintaining fairness and transparency in the arbitration process.
7. **Balancing Party Interests:** Article 1458 seeks to strike a balance between party autonomy and the need for a fair and unbiased arbitration process. It respects parties' control over the appointment of arbitrators while also providing a mechanism to address disagreements.

In summary, Article 1458 of the Code of Civil Procedure addresses the removal of an arbitrator from the arbitral tribunal. It establishes that an arbitrator can only be removed with the unanimous consent of all parties involved. If unanimous consent cannot be achieved, the provisions of the final paragraph of Article 1456 come into play, indicating that a neutral entity would likely intervene to resolve the matter. This article maintains the importance of party autonomy while also ensuring fairness and transparency in the removal process.

ARTICLE 1460¹³

Application to the judge acting in support of the arbitration shall be made either by a party or by the arbitral tribunal or one of its members.

Such application shall be made, heard and decided as for expedited proceedings (référé).

The judge acting in support of the arbitration shall rule by way of an order against which no recourse can be had. However, such order may be appealed where the judge holds that no appointment need be made for one of the reasons stated in Article 1455.

Article 1460 of the Code of Civil Procedure outlines the procedures for making applications to the judge acting in support of the arbitration, particularly in cases where urgent matters need to be addressed. Here is a breakdown of the key points of this article:

1. **Application to the Judge:** Article 1460 specifies that parties or the arbitral tribunal (or one of its members) can make applications to the judge acting in support of the arbitration. This judge is responsible for assisting in arbitration-related matters to ensure the proper conduct of the arbitration process.
2. **Expedited Proceedings (Référé):** The article establishes that such applications are to be treated as expedited proceedings, known as “référé” proceedings. Référé is a French legal concept that deals with urgent matters requiring swift resolution.
3. **Hearing and Decision:** Applications made to the judge acting in support of the arbitration are to be heard and decided with expediency. This reflects the urgency often associated with arbitration matters, where prompt decisions are required to ensure the smooth progress of the process.
4. **Order without Recourse:** The judge acting in support of the arbitration will issue an order in response to the application. This order is final and cannot be appealed except in specific circumstances.
5. **Appeal for Certain Reasons:** However, the article introduces an exception: the order may be appealed if the judge holds that no appointment needs to be made due to reasons stated in Article 1455. This refers to situations where the arbitration agreement is manifestly void or not applicable.
6. **Balancing Efficiency and Protection:** Article 1460 strikes a balance between the need for expedited resolution of urgent matters and the importance of providing parties with a mechanism for appeal, particularly when issues relate to the validity or applicability of the arbitration agreement.
7. **Ensuring Effective Arbitration:** By designating specific procedures for addressing applications to the judge acting in support of the arbitration, the article helps maintain the effectiveness and integrity of the arbitration process, especially in cases where time-sensitive issues arise.

¹³ This provision relating to domestic arbitration also applies to international arbitration.

8. Protection of Parties' Rights: The provision recognizes that while expedited proceedings are important for urgent matters, parties' rights to appeal must be preserved, especially when fundamental issues related to the validity of the arbitration process are at stake.

In summary, Article 1460 of the Code of Civil Procedure outlines the procedures for making applications to the judge acting in support of the arbitration, particularly for urgent matters. It establishes that such applications are to be treated as expedited proceedings, and the judge will issue an order that is generally non-appealable. However, an exception allows for appeal in cases where the judge's decision relates to the issue of whether an appointment should be made based on reasons specified in Article 1455. This article ensures both efficiency and the protection of parties' rights within the arbitration process.

CHAPTER II — ARBITRAL PROCEEDINGS AND AWARDS

ARTICLE 1509

An arbitration agreement may define the procedure to be followed in the arbitral proceedings, directly or by reference to arbitration rules or to procedural rules.

Unless the arbitration agreement provides otherwise, the arbitral tribunal shall define the procedure as required, either directly or by reference to arbitration rules or to procedural rules.

Article 1509 of the Code of Civil Procedure addresses the flexibility and autonomy parties have in defining the procedure to be followed in arbitral proceedings. Here is a breakdown of the key points of this article:

1. **Procedure Definition by Agreement:** Article 1509 establishes that parties entering into an arbitration agreement have the authority to define the procedure to be followed in the arbitral proceedings. This includes specifying how the arbitration process will be conducted, the rules to be applied, and other procedural matters.
2. **Direct or Reference to Rules:** The article allows parties to define the procedure either directly within the arbitration agreement or by referencing existing arbitration rules or procedural rules.
3. **Autonomy of the Parties:** This provision emphasizes the principle of party autonomy in arbitration. It grants parties the freedom to tailor the arbitration process to their specific needs and preferences.
4. **Arbitral Tribunal's Role:** If the arbitration agreement does not specify the procedure, Article 1509 dictates that the arbitral tribunal is responsible for defining the procedure required for the proceedings.
5. **Direct Definition or Reference:** When the arbitral tribunal defines the procedure, it can either do so directly or by referencing established arbitration rules or procedural rules. This flexibility allows the tribunal to adopt well-established procedures without reinventing them.
6. **Ensuring Fairness and Efficiency:** The article ensures that the arbitral proceedings are conducted in a manner that maintains fairness, efficiency, and integrity, whether the procedure is defined by the parties themselves or by the arbitral tribunal.
7. **Consistency and Predictability:** When parties reference existing arbitration rules or procedural rules, it contributes to consistency and predictability in the arbitration process, as those established rules are likely to be well-known and widely accepted.
8. **Effective Resolution:** By allowing parties to define the procedure, the article facilitates the effective and efficient resolution of disputes while also respecting the parties' intentions and preferences.

In summary, Article 1509 of the Code of Civil Procedure affirms the parties' autonomy in defining the procedure to be followed in arbitral proceedings. It permits parties to either directly define the procedure within the arbitration agreement or refer to existing arbitration rules or procedural rules.

When the agreement does not specify the procedure, the arbitral tribunal is responsible for defining it. This article underscores the importance of party autonomy, while also ensuring that the arbitration process adheres to standards of fairness, efficiency, and effectiveness.

ARTICLE 1510

Irrespective of the procedure adopted, the arbitral tribunal shall ensure that the parties are treated equally and shall uphold the principle of due process.

Article 1510 of the Code of Civil Procedure emphasizes the fundamental principles of equality and due process that the arbitral tribunal must uphold, regardless of the chosen procedure in arbitral proceedings. Here is a breakdown of the key points of this article:

1. **Equality of Treatment:** Article 1510 underscores the importance of treating all parties involved in the arbitration equally. This principle ensures that each party has a fair and level playing field throughout the proceedings.
2. **Due Process Principle:** The article also emphasizes the principle of due process. This principle guarantees that all parties have the opportunity to present their case, provide evidence, and be heard by the arbitral tribunal.
3. **Procedure Independence:** Article 1510 highlights that these principles must be maintained irrespective of the specific procedure adopted in the arbitral proceedings. Whether parties have defined the procedure within the arbitration agreement or are following established arbitration rules, the principles of equality and due process remain paramount.
4. **Preserving Fairness and Integrity:** Upholding equality and due process is crucial to maintaining the fairness, integrity, and legitimacy of the arbitral proceedings. These principles contribute to the overall credibility and acceptance of arbitration as a reliable method of dispute resolution.
5. **Preventing Bias:** Ensuring equality and due process helps prevent any potential bias or favoritism towards one party over another. This contributes to a neutral and impartial arbitration environment.
6. **Addressing Imbalances:** The principles outlined in the article help address any imbalances of power or resources that might exist between parties. By treating all parties equally and providing each with a fair opportunity to present their case, these principles foster a balanced process.
7. **International Standards:** The principles of equality and due process are internationally recognized as fundamental rights in arbitration and legal proceedings. Article 1510 aligns with these standards.
8. **Judicial Review Considerations:** Upholding equality and due process also ensures that any eventual judicial review of the arbitration process is less likely to find procedural irregularities that could undermine the legitimacy of the award.

In summary, Article 1510 of the Code of Civil Procedure highlights the principles of equality and due process that the arbitral tribunal must uphold, regardless of the specific procedure adopted in arbitral proceedings. These principles are essential for ensuring fairness, impartiality, and the integrity of the arbitration process, and they contribute to the overall effectiveness and credibility of arbitration as a method of resolving disputes.

ARTICLE 1462¹⁴

A dispute shall be submitted to the arbitral tribunal either jointly by the parties or by the most diligent party.

Article 1462 of the Code of Civil Procedure addresses the initiation of arbitral proceedings and specifies how a dispute should be submitted to the arbitral tribunal. Here is a breakdown of the key points of this article:

1. **Initiation of Arbitral Proceedings:** Article 1462 outlines the process by which a dispute is formally brought before the arbitral tribunal for resolution. This marks the start of the arbitral proceedings.
2. **Joint or Most Diligent Party Submission:** According to the article, a dispute can be submitted to the arbitral tribunal in one of two ways: either jointly by all parties involved in the dispute or by the party that demonstrates the most diligence in initiating the proceedings.
3. **Joint Submission:** Parties can collectively agree to submit the dispute to the arbitral tribunal. This implies that all parties involved have reached an understanding and have decided to use arbitration as the method of resolving their dispute.
4. **Submission by the Most Diligent Party:** Alternatively, if parties cannot jointly agree or if only one party is taking the initiative, the most diligent party may submit the dispute to the arbitral tribunal. This recognizes the importance of not delaying proceedings unnecessarily.
5. **Encouraging Prompt Action:** The concept of “most diligent party” underscores the importance of prompt action in initiating the arbitration process. This ensures that disputes are addressed efficiently and effectively.
6. **Avoiding Stalemates:** By allowing the most diligent party to initiate proceedings, the article prevents disputes from being stalled by a lack of mutual agreement among the parties. This contributes to the timely resolution of conflicts.
7. **Balancing Party Interests:** The provision accounts for scenarios where parties might not be able to agree on the initiation of proceedings, enabling a single party to take proactive steps towards resolution.

¹⁴ This provision relating to domestic arbitration also applies to international arbitration.

8. Preservation of Rights: Article 1462 safeguards parties' rights to initiate arbitration proceedings, whether individually or collectively, while also acknowledging the value of efficiency and prompt action in resolving disputes.
9. In summary, Article 1462 of the Code of Civil Procedure outlines the methods by which a dispute can be submitted to the arbitral tribunal for resolution. It highlights the option of joint submission by all parties and the possibility for the most diligent party to initiate proceedings in cases where mutual agreement is not achieved. This article aims to promote the efficient commencement of arbitration proceedings while maintaining a balanced approach that respects the rights and interests of all parties involved.

ARTICLE 1463 (PARAGRAPH 2)¹⁵

The statutory or contractual time limit may be extended by agreement between the parties or, where there is no such agreement, by the judge acting in support of the arbitration.

Article 1463(2) of the Code of Civil Procedure deals with the extension of statutory or contractual time limits in the context of arbitral proceedings. Here is a breakdown of the key points of this paragraph:

1. Extension of Time Limits: Article 1463(2) addresses the situation where there are statutory or contractual time limits applicable to arbitral proceedings. These time limits could pertain to various stages of the arbitration process, such as submitting evidence, presenting arguments, or rendering an award.
2. Parties' Agreement: The provision highlights that the parties involved in the arbitration have the option to extend these time limits through mutual agreement. This demonstrates the importance of party autonomy in shaping the course of the arbitration proceedings.
3. Judge's Role in Absence of Agreement: If the parties do not agree on extending the time limits or if such an agreement is not feasible, the article introduces the judge acting in support of the arbitration as an external authority who can grant extensions.
4. Judge's Role in Ensuring Fairness: The judge's involvement ensures that time limits can be extended when necessary to ensure fairness and proper presentation of the parties' cases, especially if there are circumstances that may have impeded timely compliance with the original time limits.
5. Balancing Efficiency and Due Process: While arbitration proceedings aim to be efficient, it is also crucial to ensure that parties have a reasonable opportunity to present their cases. The ability to extend time limits when appropriate maintains this balance.
6. Flexibility and Adaptability: The article recognizes that circumstances might arise during the arbitration process that warrant an extension of time limits. This flexibility is essential to adapt to the complexities of disputes and the practical realities of the arbitration process.

¹⁵ This provision relating to domestic arbitration also applies to international arbitration.

7. **Protection of Parties' Rights:** By allowing time limit extensions, the article safeguards parties' rights to adequately prepare and present their cases, even if unforeseen events or complexities arise.
8. **Judicial Oversight:** The involvement of the judge acting in support of the arbitration provides an extra layer of oversight, helping to prevent any party from unfairly manipulating time limits to gain an advantage.

In summary, paragraph 2 of Article 1463 of the Code of Civil Procedure deals with the extension of statutory or contractual time limits in arbitral proceedings. It emphasizes the parties' autonomy to agree on extensions and introduces the judge acting in support of the arbitration as a means to grant extensions when parties cannot agree or circumstances warrant an extension. This provision maintains the balance between efficient proceedings and the preservation of parties' rights to a fair and thorough presentation of their cases.

ARTICLE 1464 (PARAGRAPH 3)¹⁶

Both parties and arbitrators shall act diligently and in good faith in the conduct of the proceedings.

Article 1464(3) of the Code of Civil Procedure emphasizes the standards of conduct that both parties and arbitrators must adhere to during the conduct of arbitral proceedings. Here is a breakdown of the key points of this paragraph:

1. **Diligence and Good Faith:** Article 1464(3) underscores the principles of diligence and good faith that must guide both parties and arbitrators throughout the arbitration process. These principles are essential for the fair and effective resolution of disputes.
2. **Parties' Conduct:** The provision expects parties involved in the arbitration to act diligently and in good faith. This means that parties should approach the proceedings with seriousness, attentiveness, and an honest intention to present their case accurately and fairly.
3. **Arbitrators' Conduct:** Arbitrators are also held to the same standards of diligence and good faith. They are expected to conduct the proceedings diligently, which includes being attentive to the evidence and arguments presented and making well-reasoned decisions based on the merits of the case.
4. **Fostering Fairness:** Diligence and good faith are foundational to the fairness and integrity of the arbitration process. They prevent parties from using tactics that might undermine the process or harm the other party.
5. **Preventing Abuse:** By mandating good faith conduct, the provision helps prevent parties from engaging in frivolous claims, tactics intended to delay proceedings, or any other behaviour that might distort the fairness of the process.

¹⁶ This provision relating to domestic arbitration also applies to international arbitration.

6. **Promoting Efficiency:** Diligence in the proceedings helps ensure that the arbitration process moves forward efficiently, reducing unnecessary delays that could disrupt the timely resolution of disputes.
7. **Protecting the Process:** The principles outlined in the paragraph contribute to the overall legitimacy and credibility of the arbitration process, reassuring parties that their case will be fairly heard and decided.
8. **Ensuring Equitable Outcomes:** By requiring both parties and arbitrators to act in good faith, the provision aims to contribute to equitable and just outcomes, regardless of the particular outcome of the dispute.

In summary, paragraph 3 of Article 1464 of the Code of Civil Procedure emphasizes the importance of diligence and good faith in the conduct of arbitral proceedings. This applies to both parties involved in the dispute and the arbitrators responsible for overseeing the process. These principles foster fairness, prevent abuse, promote efficiency, and contribute to the integrity of the arbitration process.

ARTICLE 1465¹⁷

The arbitral tribunal has exclusive jurisdiction to rule on objections to its jurisdiction.

Article 1465 of the Code of Civil Procedure addresses the authority of the arbitral tribunal to rule on objections to its own jurisdiction. Here is a breakdown of the key points of this article:

1. **Exclusive Jurisdiction of the Arbitral Tribunal:** Article 1465 establishes that the arbitral tribunal has exclusive jurisdiction to make determinations regarding objections raised against its own jurisdiction. In other words, the tribunal is empowered to decide whether it has the authority to hear and decide on the dispute at hand.
2. **Jurisdictional Challenges:** Jurisdictional challenges often arise in arbitration when one party questions whether the tribunal has the rightful authority to resolve the dispute. These challenges can stem from issues such as the validity of the arbitration agreement or the scope of the disputes covered.
3. **Preserving Arbitral Autonomy:** This provision ensures that the arbitral tribunal is not subject to challenges to its jurisdiction by external entities, such as national courts. It preserves the autonomy of the arbitral process.
4. **Efficiency and Expertise:** Allowing the arbitral tribunal to determine its own jurisdiction promotes efficiency in the arbitration process. The tribunal, being intimately familiar with the case and the arbitration agreement, is best positioned to assess whether it has the authority to proceed.
5. **Minimizing Delays:** By entrusting the tribunal with jurisdictional determinations, the provision minimizes the potential for procedural delays that could arise if parties were allowed to take jurisdictional disputes to external courts.

¹⁷ This provision relating to domestic arbitration also applies to international arbitration.

6. **Promoting Finality:** Decisions made by the arbitral tribunal on jurisdictional objections are generally final and binding, contributing to the finality of the arbitration process and the resulting award.
7. **Non-Interference by National Courts:** This provision limits the intervention of national courts in jurisdictional challenges. It reflects the principle of competence-competence, where the arbitral tribunal is initially competent to decide its own jurisdiction.
8. **Limits on Review:** While arbitral tribunals have the primary authority to decide jurisdictional issues, some legal systems allow for limited review of jurisdictional decisions by national courts, particularly when the challenge is based on manifestly incorrect interpretation or fraud.

In summary, Article 1465 of the Code of Civil Procedure grants the arbitral tribunal exclusive jurisdiction to rule on objections to its own jurisdiction. This provision maintains the autonomy and efficiency of the arbitration process by allowing the tribunal to address jurisdictional challenges internally, without the need for external interference.

ARTICLE 1466¹⁸

A party which, knowingly and without a legitimate reason, fails to object to an irregularity before the arbitral tribunal in a timely manner shall be deemed to have waived its right to avail itself of such irregularity.

Article 1466 of the Code of Civil Procedure deals with the consequences of a party's failure to object to an irregularity before the arbitral tribunal in a timely manner. Here is a breakdown of the key points of this article:

1. **Failure to Object to Irregularity:** Article 1466 addresses situations where an irregularity occurs during the course of arbitral proceedings. An irregularity could refer to a deviation from established procedures, rules, or requirements that govern the arbitration process.
2. **Timely Objection Requirement:** The provision stipulates that if a party becomes aware of an irregularity but knowingly and without a legitimate reason fails to raise an objection to it in a timely manner before the arbitral tribunal, that party is deemed to have waived its right to later raise the issue of the irregularity.
3. **Knowingly and Without Legitimate Reason:** For this waiver to occur, the failure to object must be intentional ("knowingly") and must lack a valid justification ("without a legitimate reason"). In other words, a party's failure to object must be deliberate and not due to a genuine oversight or valid excuse.
4. **Consequence of Waiver:** The consequence of such a failure to object is that the party will lose its right to later challenge the irregularity. The idea is to encourage parties to promptly raise concerns about procedural irregularities to ensure that the arbitration process remains fair and efficient.

¹⁸ This provision relating to domestic arbitration also applies to international arbitration.

5. **Promoting Procedural Integrity:** By requiring parties to promptly raise objections to irregularities, the provision promotes the integrity and fairness of the arbitration process. It prevents parties from strategically waiting to raise objections until a later stage, potentially to their tactical advantage.
6. **Preventing Tactical Behaviour:** The provision aims to discourage parties from taking advantage of procedural irregularities by raising them only when they believe it is strategically beneficial to their case.
7. **Balancing Parties' Rights:** While the provision encourages timely objections to irregularities, it also recognizes that legitimate reasons might exist for delaying an objection, such as awaiting more information or clarifications.
8. **Maintaining Efficiency:** Promptly addressing irregularities helps maintain the efficiency of the arbitration process by preventing unnecessary delays that could disrupt the proceedings.

In summary, Article 1466 of the Code of Civil Procedure establishes that a party's failure to object to an irregularity before the arbitral tribunal in a timely manner, knowingly and without a legitimate reason, results in the waiver of that party's right to later raise the issue of the irregularity. This provision encourages parties to promptly address procedural irregularities to ensure the fairness and efficiency of the arbitration process.

ARTICLE 1467¹⁹

The arbitral tribunal shall take all necessary steps concerning evidentiary and procedural matters, unless the parties authorise it to delegate such tasks to one of its members.

The arbitral tribunal may call upon any person to provide testimony. Witnesses shall not be sworn in.

If a party is in possession of an item of evidence, the arbitral tribunal may enjoin that party to produce it, determine the manner in which it is to be produced and, if necessary, attach penalties to such injunction.

Article 1467 of the Code of Civil Procedure deals with various aspects of evidentiary and procedural matters within arbitral proceedings. Here is a breakdown of the key points of this article:

1. **Evidentiary and Procedural Authority of the Arbitral Tribunal:** Article 1467 highlights the arbitral tribunal's authority and responsibilities regarding evidentiary and procedural matters. The tribunal is expected to take all necessary steps to ensure the proper conduct of the proceedings in these areas.
2. **Delegation of Tasks:** The article introduces the possibility that the parties can authorize the arbitral tribunal to delegate certain tasks concerning evidentiary and procedural

¹⁹ This provision relating to domestic arbitration also applies to international arbitration.

matters to one of its members. This delegation allows for a streamlined process when it is agreeable to the parties.

3. **Testimony from Any Person:** The arbitral tribunal is granted the authority to call upon any person to provide testimony as a witness. This includes individuals who can provide relevant information or expertise regarding the dispute.
4. **No Sworn Witnesses:** Witnesses are not required to be sworn in, implying that traditional oaths or affirmations are not necessary for their testimony to be accepted as evidence.
5. **Production of Evidence:** If a party possesses an item of evidence relevant to the dispute, the arbitral tribunal has the power to enjoin that party to produce the evidence. The tribunal can also determine the manner in which the evidence is to be produced and attach penalties to the injunction, if necessary.
6. **Ensuring Access to Evidence:** The provision empowers the arbitral tribunal to ensure that all relevant evidence is made available for the proceedings, helping to maintain the fairness and thoroughness of the arbitration process.
7. **Maintaining Fairness and Integrity:** The article's provisions contribute to the overall fairness and integrity of the arbitration process by giving the arbitral tribunal the tools to gather and consider all pertinent evidence.
8. **Flexibility and Efficiency:** The article allows for flexibility in the arbitration process, allowing the tribunal to adapt procedures to suit the particular circumstances of the dispute, and it supports efficiency by enabling the tribunal to take direct action.

In summary, Article 1467 of the Code of Civil Procedure addresses several aspects of evidentiary and procedural matters within arbitral proceedings. It outlines the arbitral tribunal's authority to manage these matters, including the possibility of delegating tasks if authorized by the parties. The article ensures the tribunal's ability to call witnesses, dictates that witnesses need not be sworn, and provides mechanisms for ensuring access to evidence and enforcing the production of relevant materials. Overall, these provisions contribute to a fair, efficient, and effective arbitration process.

ARTICLE 1468²⁰

The arbitral tribunal may order upon the parties any conservatory or provisional measures that it deems appropriate, set conditions for such measures and, if necessary, attach penalties to such order. However, only courts may order conservatory attachments and judicial security.

The arbitral tribunal has the power to amend or add to any provisional or conservatory measure that it has granted.

Article 1468 of the Code of Civil Procedure addresses the authority of the arbitral tribunal to issue conservatory and provisional measures during arbitral proceedings. Here is a breakdown of the key points of this article:

²⁰ This provision relating to domestic arbitration also applies to international arbitration.

1. **Conservatory and Provisional Measures:** Article 1468 grants the arbitral tribunal the authority to issue conservatory or provisional measures. These measures are designed to preserve the status quo or prevent harm during the course of the arbitration process until a final award is rendered.
2. **Scope of Authority:** The article empowers the arbitral tribunal to determine the appropriateness of such measures and to set conditions for their implementation. This authority allows the tribunal to act swiftly to prevent potential harm to the parties or the arbitration process.
3. **Penalties for Non-Compliance:** If necessary, the arbitral tribunal is also allowed to attach penalties to its orders for conservatory or provisional measures. This gives the tribunal a means to enforce its decisions and ensure compliance by the parties.
4. **Limitation on Certain Measures:** The article distinguishes between conservatory attachments and judicial security, stipulating that only courts have the authority to order these particular measures. This recognizes the need for certain measures to be under the jurisdiction of judicial authorities.
5. **Amendment and Addition of Measures:** The arbitral tribunal is given the power to modify, amend, or add to any provisional or conservatory measure that it has previously granted. This flexibility allows the tribunal to adapt measures based on changing circumstances or new information.
6. **Balance Between Arbitral and Judicial Authority:** Article 1468 maintains a balance between the powers of the arbitral tribunal and those of judicial authorities, allowing both to contribute to the effectiveness of conservatory and provisional measures while respecting their respective roles.
7. **Effective Dispute Resolution:** By granting the arbitral tribunal the authority to issue such measures, the article contributes to the efficient and effective resolution of disputes, ensuring that parties are protected from potential harm during the arbitration process.
8. **Practical Adaptation:** The ability to amend or add to measures reflects the practical nature of arbitration. It recognizes that situations can change, and measures may need to be adjusted accordingly.

In summary, Article 1468 of the Code of Civil Procedure grants the arbitral tribunal the power to issue conservatory and provisional measures, as well as to modify or add to such measures if needed. This authority aims to protect parties and maintain the integrity of the arbitration process by allowing timely action to prevent potential harm. The article also acknowledges the distinction between certain measures that fall under judicial authority and those that can be issued by the arbitral tribunal.

ARTICLE 1469²¹

If one of the parties to arbitral proceedings intends to rely on an official (acte authentique) or private (acte sous seing privé) deed to which it was not a party, or on evidence held by a third party, it may,

²¹ This provision relating to domestic arbitration also applies to international arbitration.

upon leave of the arbitral tribunal, have that third party summoned before the President of the Tribunal de grande instance for the purpose of obtaining a copy thereof (expédition) or the production of the deed or item of evidence.

Articles 42 through 48 shall determine which Tribunal de grande instance has territorial jurisdiction in this regard.

Application shall be made, heard and decided as for expedited proceedings (référé).

If the president considers the application well-founded, he or she shall order that the relevant original, copy or extract of the deed or item of evidence be issued or produced, under such conditions and guarantees as he or she determines, and, if necessary, attach penalties to such order.

Such order is not readily enforceable.

It may be appealed within fifteen days following service (signification) of the order.

Article 1469 of the Code of Civil Procedure addresses the procedure for a party in arbitral proceedings to obtain evidence from a third party, including official or private documents, and outlines the steps involved. Here is a breakdown of the key points of this article:

1. **Obtaining Third-Party Evidence:** Article 1469 focuses on situations where one of the parties involved in arbitral proceedings seeks to rely on official or private documents to which they were not a party or on evidence held by a third party.
2. **Leave of the Arbitral Tribunal:** Before proceeding, the party seeking the evidence must obtain leave (permission) from the arbitral tribunal to summon the third party and request the documents or evidence in question.
3. **Summoning Third Party:** Upon obtaining the tribunal's permission, the party can have the third party summoned before the President of the Tribunal de grande instance. This is the first step in the process of obtaining the necessary documents or evidence.
4. **Territorial Jurisdiction:** The territorial jurisdiction of the Tribunal de grande instance for this purpose is determined by Articles 42 through 48. These articles specify which court has the authority to address this type of application based on geographical considerations.
5. **Expedited Proceedings:** The procedure for obtaining the evidence is conducted as an expedited proceeding (référé), emphasizing efficiency and swift resolution. This aligns with the general goal of arbitration to resolve disputes promptly.
6. **President's Determination:** The President of the Tribunal de grande instance reviews the application and assesses whether it is well-founded. If the application is deemed valid, the president can issue an order requiring the relevant original, copy, or extract of the documents or evidence to be produced.
7. **Conditions and Penalties:** The president can set conditions and guarantees for the production of evidence, and if necessary, attach penalties to the order. This ensures compliance with the order and provides remedies in case of non-compliance.

8. Enforceability and Appeal: The order issued by the president is not immediately enforceable. It can be appealed within fifteen days following the service of the order. This introduces a mechanism for review and potential challenge.

In summary, Article 1469 of the Code of Civil Procedure outlines the process for a party in arbitral proceedings to obtain evidence from a third party, including official or private documents. The article highlights the importance of obtaining permission from the arbitral tribunal, the role of the President of the Tribunal de grande instance in issuing orders, and the mechanisms for enforcing or appealing the orders. This provision contributes to the fair and efficient conduct of arbitral proceedings by enabling parties to access relevant evidence from third parties when needed.

ARTICLE 1470²²

Unless otherwise stipulated, the arbitral tribunal shall have the power to rule on a request for verification of handwriting or claim of forgery in accordance with Articles 287 through 294 and Article 299.

Where an incidental claim of forgery of official documents is raised, Article 313 shall apply.

Article 1470 of the Code of Civil Procedure addresses the authority of the arbitral tribunal to handle requests related to verification of handwriting or claims of forgery, as well as the application of specific articles related to these matters. Here is a breakdown of the key points of this article:

1. **Verification of Handwriting and Forgery:** Article 1470 focuses on situations where a party in arbitral proceedings makes a request for verification of handwriting or raises a claim of forgery. Verification of handwriting involves assessing the authenticity of a signature or handwriting sample, while a claim of forgery asserts that a document has been manipulated or falsely created.
2. **Authority of the Arbitral Tribunal:** The article establishes that, unless otherwise stipulated in the arbitration agreement, the arbitral tribunal has the power to rule on such requests. This recognizes the tribunal's authority to address evidentiary matters related to handwriting verification and forgery claims.
3. **Applicable Articles:** Article 1470 specifies that the tribunal's authority in this regard is governed by Articles 287 through 294 and Article 299. These articles likely detail the procedures and criteria for handling requests for handwriting verification and claims of forgery in the context of arbitral proceedings.
4. **Incidental Claim of Forgery of Official Documents:** The provision also notes that when an incidental claim of forgery of official documents arises, the rules and procedures outlined in Article 313 shall apply. This indicates that specific provisions exist for handling such claims and ensuring their proper consideration.
5. **Preservation of Integrity:** By providing the arbitral tribunal with the authority to address claims of forgery and requests for handwriting verification, the article contributes to

²² This provision relating to domestic arbitration also applies to international arbitration.

maintaining the integrity of the arbitration process and ensures that relevant evidence is properly considered.

6. **Consistency with Procedures:** The reference to specific articles ensures that the procedures and standards for verification of handwriting and claims of forgery are clear and consistent within the context of arbitral proceedings.
7. **Balancing Party Rights:** The article strikes a balance between allowing the tribunal to address evidentiary matters and preserving parties' rights to present and challenge evidence related to handwriting and document authenticity.
8. **Handling Incidental Claims:** The distinction made for incidental claims of forgery of official documents underlines the recognition that different rules or procedures may apply in such cases, potentially due to the special nature of official documents.

In summary, Article 1470 of the Code of Civil Procedure grants the arbitral tribunal the power to rule on requests for verification of handwriting and claims of forgery within arbitral proceedings. It specifies the applicable articles that govern these matters and addresses the treatment of incidental claims of forgery of official documents. This provision ensures that the tribunal can properly consider and address issues related to authenticity and forgery while maintaining a clear and consistent approach within the arbitration process.

ARTICLE 1472²³

Where necessary, the arbitral tribunal may stay the proceedings. The proceedings shall be stayed for the period of time set forth in the stay order or until such time as the event prescribed in the order has occurred.

The arbitral tribunal may, as the circumstances require, lift or shorten the stay.

Article 1472 of the Code of Civil Procedure addresses the arbitral tribunal's authority to stay proceedings in certain circumstances and outlines the duration and potential modification of such stays. Here is a breakdown of the key points of this article:

1. **Staying Proceedings:** Article 1472 focuses on situations where it is deemed necessary for the arbitral tribunal to suspend or pause the proceedings. A stay of proceedings can occur for various reasons, such as pending the outcome of a related legal action or waiting for specific events to unfold.
2. **Duration of Stay:** The provision stipulates that the arbitral tribunal can issue an order to stay the proceedings for a specified period of time, as indicated in the order itself. Alternatively, the proceedings can be stayed until a particular event, as specified in the order, has occurred.

²³ This provision relating to domestic arbitration also applies to international arbitration.

3. **Temporary Suspension:** The purpose of a stay is to temporarily suspend the progression of the arbitration process. This might be required to allow for the resolution of related matters or to await certain developments.
4. **Authority to Lift or Shorten the Stay:** Article 1472 grants the arbitral tribunal the authority to modify the stay order based on the circumstances. This means that if the reasons for the stay change or if events unfold sooner than anticipated, the tribunal can lift or shorten the stay.
5. **Flexibility in Proceedings:** The provision's allowance for the arbitral tribunal to adapt the duration of the stay emphasizes the flexible nature of arbitration and its capacity to respond to changing circumstances.
6. **Balancing Interests:** The provision strikes a balance between the need for flexibility and efficiency in the arbitration process and the requirement to address any issues or developments that could impact the proceedings.
7. **Ensuring Fairness and Effectiveness:** The authority to stay proceedings ensures that the arbitration process remains fair and effective, taking into account external factors that might affect the proceedings or the parties' ability to participate.
8. **Managing Complexity:** In complex disputes, stays can allow for related legal actions or events to unfold, potentially simplifying the issues that need to be addressed within the arbitration.

In summary, Article 1472 of the Code of Civil Procedure provides the arbitral tribunal with the power to stay proceedings when necessary. The article specifies the duration of the stay and highlights the tribunal's authority to modify the duration based on changing circumstances. This provision ensures that the arbitration process remains adaptable to external factors and can effectively address any issues that might arise during the course of the proceedings.

ARTICLE 1511

The arbitral tribunal shall decide the dispute in accordance with the rules of law chosen by the parties or, where no such choice has been made, in accordance with the rules of law it considers appropriate.

In either case, the arbitral tribunal shall take trade usages into account.

Article 1511 of the Code of Civil Procedure addresses the principles that guide the arbitral tribunal's decision-making process with regard to the choice of applicable law and the consideration of trade usages. Here is a breakdown of the key points of this article:

1. **Applicable Law:** Article 1511 centres on the determination of the applicable law that the arbitral tribunal should apply when resolving the dispute. The applicable law governs the legal principles and rules that will be used to assess the parties' rights, obligations, and claims.

2. **Choice of Law by the Parties:** The article acknowledges the significance of the parties' autonomy in choosing the rules of law that will apply to their dispute. If the parties have explicitly chosen a set of rules, the arbitral tribunal is obligated to decide the dispute in accordance with those rules.
3. **Appropriate Law in Absence of Choice:** In cases where the parties have not made a choice of law, the arbitral tribunal is given discretion to determine the rules of law it considers appropriate. This provides the tribunal with the flexibility to select the most suitable legal principles for resolving the dispute.
4. **Taking Trade Usages into Account:** Regardless of whether the applicable law is chosen by the parties or determined by the tribunal, Article 1511 stipulates that the arbitral tribunal must take into account trade usages. Trade usages are common practices or customs within a particular industry or field, and they hold significant weight in commercial disputes as they help interpret contractual terms and obligations in context.
5. **Balancing Parties' Intentions and Fairness:** The provision's dual emphasis on parties' choice of law and the consideration of trade usages reflects the balance between respecting the parties' intentions and ensuring a fair and contextually appropriate decision.
6. **Trade Custom as Supplementary Guidance:** The consideration of trade usages provides the arbitral tribunal with additional guidance in interpreting contractual terms and resolving disputes. It recognizes that parties' agreements are often influenced by industry practices.
7. **Commercial Pragmatism:** The article acknowledges the practical realities of commercial transactions and aims to ensure that the arbitral tribunal's decisions align with common industry practices and expectations.
8. **Global Application:** The principle of considering trade usages is in line with the international nature of many commercial transactions, where parties from different jurisdictions engage in business based on shared industry practices.

In summary, Article 1511 of the Code of Civil Procedure outlines the principles governing the arbitral tribunal's decision-making process regarding the choice of applicable law and the consideration of trade usages. It respects the parties' autonomy in selecting the applicable law while recognizing the importance of trade usages in interpreting contracts and resolving disputes. This provision ensures that the arbitral tribunal's decisions are fair, contextually appropriate, and in line with industry practices.

ARTICLE 1512

The arbitral tribunal shall rule as amiable compositeur if the parties have empowered it to do so.

Article 1512 of the Code of Civil Procedure addresses the concept of the arbitral tribunal ruling as an "amiable compositeur" and the conditions under which such a ruling can be made. Here is a breakdown of the key points of this article:

1. **Amiable Compositeur:** The term “amiable compositeur” is derived from Latin and translates to “friendly mediator” or “fair mediator”. It refers to a situation where the arbitral tribunal is empowered by the parties to act as a neutral and equitable decision-maker, considering principles of fairness and justice beyond strict legal rules.
2. **Empowerment by the Parties:** Article 1512 highlights that the arbitral tribunal can rule as an amiable compositeur only if the parties explicitly empower it to do so. In other words, the parties must grant the tribunal the authority to decide the dispute based on considerations of fairness, equity, and justice rather than strict legal principles.
3. **Discretionary Decision-Making:** When acting as an amiable compositeur, the arbitral tribunal is not bound by the strict application of the law. Instead, it has the discretion to render a decision that it deems fair and just, considering the broader context of the dispute and the parties’ intentions.
4. **Alternative to Legal Adjudication:** The provision recognizes that parties may prefer a decision based on principles of equity rather than relying solely on legal rules. This can be especially relevant in complex cases where strict legal rules may not adequately address the parties’ needs.
5. **Flexibility in Decision-Making:** The amiable compositeur approach provides flexibility in reaching a resolution that takes into account the unique circumstances of the dispute and the parties’ relationship.
6. **Party Autonomy:** Article 1512 respects the principle of party autonomy, meaning that parties have the freedom to shape the arbitration process and the criteria by which their dispute will be resolved.
7. **Balancing Interests:** While the amiable compositeur approach offers flexibility, it must still strike a balance between the parties’ interests and the principles of fairness, equity, and justice.
8. **Limited to Empowerment:** The provision’s language indicates that the arbitral tribunal can only act as an amiable compositeur if the parties have explicitly granted this authority. It is not a default mode of decision-making but rather an option that parties must intentionally choose.

In summary, Article 1512 of the Code of Civil Procedure establishes that the arbitral tribunal can rule as an amiable compositeur if the parties have given it the authority to do so. This approach allows the tribunal to decide the dispute based on principles of fairness, equity, and justice, rather than strict legal rules. It reflects the importance of party autonomy and provides an alternative approach to dispute resolution within arbitration.

ARTICLE 1513

Unless the arbitration agreement provides otherwise, the award shall be made by majority decision. It shall be signed by all the arbitrators.

However, if a minority among them refuses to sign, the others shall so state in the award.

If there is no majority, the chairman of the arbitral tribunal shall rule alone. Should the other arbitrators refuse to sign, the chairman shall so state in the award, which only he or she shall sign.

An award made under the circumstances described in either of the two preceding paragraphs shall have the same effect as if it had been signed by all the arbitrators or made by majority decision.

Article 1513 of the Code of Civil Procedure outlines the procedures for making an arbitral award, particularly in cases where there is a lack of unanimity among the arbitrators. Here is a breakdown of the key points of this article:

1. **Majority Decision and Signatures:** The article begins by stating that, unless the arbitration agreement specifies otherwise, the arbitral award shall be rendered by a majority decision of the arbitrators. Additionally, the award must be signed by all the arbitrators.
2. **Refusal to Sign by Minority:** In cases where a minority of arbitrators among the panel refuses to sign the award, the other arbitrators are required to indicate this refusal in the award itself. This ensures transparency regarding the dissenting opinions and the refusal to sign.
3. **Chairman's Role:** If there is no majority decision due to an equal split among the arbitrators, the chairman of the arbitral tribunal assumes a pivotal role. The chairman has the authority to make the final ruling alone. In such cases, the other arbitrators' refusal to sign is again recorded in the award.
4. **Effect of Unsigned Award:** The article clarifies that an award made under any of the aforementioned circumstances (minority refusal to sign or lack of majority) carries the same effect as if it had been signed by all the arbitrators or made by majority decision. This underscores the importance of the award's validity and enforceability despite dissent.
5. **Balancing Fairness and Efficiency:** The provisions in Article 1513 balance the need for a conclusive resolution (even in the absence of unanimity) with the importance of transparency and accountability in documenting disagreements among the arbitrators.
6. **Preservation of Decision-Making Process:** The article ensures that even when there is disagreement or a lack of consensus among the arbitrators, the integrity of the arbitration process is preserved by recording dissenting opinions and clarifying the procedure that led to the award.
7. **Legal Certainty:** By affirming the effect of an award made under the specified circumstances, the article contributes to legal certainty and reinforces the enforceability of the award despite disagreements.

8. **Enforceability of the Decision:** The provision aims to maintain the enforceability of arbitral awards and avoid situations where a lack of unanimity or refusal to sign hinders the effectiveness of the decision.

In summary, Article 1513 of the Code of Civil Procedure outlines the procedure for rendering an arbitral award, particularly in cases of minority refusal to sign or lack of a majority decision. The article ensures that awards are valid and enforceable, even when there is disagreement among the arbitrators, while also promoting transparency and accountability within the arbitration process.

ARTICLE 1479²⁴

The arbitral tribunal's deliberations shall be confidential.

Article 1479 of the Code of Civil Procedure addresses the principle of confidentiality surrounding the deliberations of the arbitral tribunal during the arbitration process. Here is a breakdown of the key points of this article:

1. **Confidential Deliberations:** Article 1479 states that the deliberations of the arbitral tribunal are to be kept confidential. This means that the discussions, debates, and decisions made within the tribunal are not to be disclosed to parties or external parties not directly involved in the arbitration.
2. **Preserving Privacy:** The provision aims to preserve the privacy and confidentiality of the arbitration proceedings, creating an environment where arbitrators can openly discuss matters related to the dispute without the fear of information becoming public.
3. **Promoting Open Dialogue:** The confidentiality of deliberations encourages arbitrators to engage in open and candid discussions, which is essential for reaching well-informed decisions on the matters at hand.
4. **Protecting Sensitive Information:** Confidentiality ensures that sensitive information discussed during deliberations, such as legal strategies, evidence assessment, and preliminary decisions, remains within the confines of the arbitration process.
5. **Impartial Decision-Making:** By safeguarding the confidentiality of deliberations, the article contributes to the impartiality and integrity of the decision-making process. It prevents external influences that could compromise the quality of decisions.
6. **Incorporating Expertise:** Arbitrators can freely exchange their expertise and insights on the dispute without concerns about the public disclosure of their opinions, leading to more informed and well-considered awards.
7. **Supporting Parties' Trust:** The principle of confidentiality builds trust between the parties and the arbitration process. Parties can have confidence that their sensitive information and positions will remain confidential.

²⁴ This provision relating to domestic arbitration also applies to international arbitration.

8. **Aligning with International Norms:** Confidentiality is a fundamental principle in international arbitration practice and aligns with the general approach to maintain the privacy of proceedings.

In summary, Article 1479 of the Code of Civil Procedure emphasizes the confidentiality of the deliberations of the arbitral tribunal. This provision safeguards the integrity, impartiality, and effectiveness of the arbitration process by allowing arbitrators to engage in open discussions while keeping sensitive information confidential. It also builds trust between the parties and the arbitration process, contributing to the overall success of the dispute resolution mechanism.

ARTICLE 1481²⁵

The arbitral award shall state:

- (1) the full names of the parties, as well as their domicile or corporate headquarters;**
- (2) if applicable, the names of the counsel or other persons who represented or assisted the parties;**
- (3) the names of the arbitrators who made it;**
- (4) the date on which it was made;**
- (5) the place where the award was made.**

Article 1481 of the Code of Civil Procedure outlines the information that must be included in an arbitral award, providing key details that contribute to the award's clarity and enforceability. Here is a breakdown of the key points of this article:

1. **Essential Information:** Article 1481 establishes the specific elements that must be included in an arbitral award. These elements help identify the award, the parties involved, and the context within which the award was rendered.
2. **Party Identification:** The award must include the full names of the parties participating in the arbitration, along with their domicile or corporate headquarters. This information ensures that the parties are accurately identified and distinguishes them in the context of the dispute.
3. **Representation Details:** If applicable, the award should list the names of the counsel or other individuals who represented or assisted the parties during the arbitration. This inclusion acknowledges the involvement of legal representatives and provides transparency regarding the parties' legal teams.
4. **Arbitrator Information:** The names of the arbitrators who contributed to making the award must be included. This disclosure ensures transparency regarding the composition of the arbitral tribunal and the individuals responsible for the decision.

²⁵ This provision relating to domestic arbitration also applies to international arbitration.

5. **Date of Award:** The date on which the arbitral award was made is a crucial detail. It provides clarity regarding the timeline of the arbitration process and the moment when the decision was rendered.
6. **Place of Award:** The award should indicate the place where the decision was made. This information establishes the jurisdiction under which the award was issued and contributes to its legitimacy and enforceability.
7. **Enforceability and Compliance:** The provision's requirements for including these specific details in the award contribute to its enforceability and compliance. Courts and authorities reviewing the award can verify its authenticity and context based on the provided information.
8. **Transparency and Record Keeping:** By mandating the inclusion of various identifying and contextual elements, the article ensures that the award becomes a comprehensive and transparent document for record-keeping purposes.
9. **Consistency and International Practice:** The article aligns with international best practices and norms in arbitration by specifying the essential information that should be present in arbitral awards.

In summary, Article 1481 of the Code of Civil Procedure mandates that an arbitral award must include specific information, such as the parties' names, representation details, arbitrator names, date of award, and place of award. These requirements enhance the clarity, authenticity, and enforceability of the award, and they align with international standards for transparent and effective arbitration practices.

ARTICLE 1482²⁶

The arbitral award shall succinctly set forth the respective claims and arguments of the parties. The award shall state the reasons upon which it is based.

Article 1482 of the Code of Civil Procedure article outlines the content requirements for an arbitral award, focusing on the presentation of the parties' claims, arguments, and the reasons underlying the award. Here is a breakdown of the key points of this article:

1. **Clarity and Conciseness:** Article 1482 emphasizes that an arbitral award should be succinct and clear in its presentation. This requirement ensures that the award effectively communicates its content to the parties involved, legal professionals, and any authorities responsible for enforcement.
2. **Presentation of Claims and Arguments:** The article highlights that the award must address the respective claims and arguments put forward by the parties. This is important for demonstrating that the tribunal considered and evaluated the parties' positions before reaching its decision.

²⁶ This provision relating to domestic arbitration also applies to international arbitration.

3. **Contextual Understanding:** By addressing the parties' claims and arguments, the award provides context and background to the dispute, allowing the parties to understand how their positions were assessed and addressed by the arbitral tribunal.
4. **Reasons for the Award:** One of the most critical aspects of an arbitral award is the provision of reasons upon which the decision is based. This requirement ensures transparency and accountability, as parties and enforcement authorities need to comprehend the rationale behind the decision.
5. **Transparency and Accountability:** The requirement to state the reasons for the award serves the principles of transparency and accountability in arbitration. It allows parties and third parties to understand the legal and factual basis for the decision.
6. **Legal Grounding:** The reasons provided in the award establish the legal principles, evidence, and analysis that supported the tribunal's decision. This legal grounding is crucial for the parties to assess the merits of the award and consider any potential challenges.
7. **Enforceability and Review:** Including reasons for the award not only enhances its quality but also contributes to its enforceability. Additionally, the reasoning serves as a foundation for potential challenges or appeals.
8. **Legal Certainty:** The requirement to state reasons contributes to legal certainty by ensuring that the parties have insight into how the tribunal reached its decision. This clarity can prevent confusion and disputes over the tribunal's rationale.
9. **Promotion of Fairness:** Providing reasons supports the perception of fairness in the arbitration process. Parties are more likely to accept and respect a decision when they understand the basis on which it was made.

In summary, Article 1482 of the Code of Civil Procedure underscores the content requirements for an arbitral award. It mandates that the award succinctly presents the parties' claims and arguments and states the reasons upon which the decision is based. This provision ensures transparency, accountability, and clarity in the arbitration process, benefiting parties, legal professionals, and enforcement authorities.

ARTICLE 1484 (PARAGRAPHS 1 AND 2)²⁷

As soon as it is made, an arbitral award shall be res judicata with regard to the claims adjudicated in that award.

The award may be declared provisionally enforceable.

Article 1484 (paragraphs 1 and 2) of the Code of Civil Procedure addresses two important aspects of arbitral awards: their status as res judicata and their provisional enforceability. Here is a breakdown of the key points of this article:

²⁷ This provision relating to domestic arbitration also applies to international arbitration.

1. **Res Judicata:** The first paragraph of Article 1484 states that once an arbitral award is made, it becomes res judicata with regard to the claims that were adjudicated in that specific award. “Res judicata” is a legal principle that means a matter has been conclusively decided and cannot be re-litigated between the same parties.
2. **Finality:** This principle underscores the finality of the arbitral award. Parties are generally not allowed to revisit or challenge the issues that have already been resolved in the award, promoting the certainty and closure of the dispute.
3. **Legal Effect:** By becoming res judicata, the award carries significant legal weight and is enforceable as a final and binding decision on the issues it addresses.
4. **Provisional Enforceability:** The second paragraph of Article 1484 addresses the possibility of making an arbitral award provisionally enforceable. This means that the award can be enforced and executed before the dispute is fully concluded, providing a party with the ability to seek enforcement measures while any potential challenges or appeals are still pending.
5. **Immediate Effects:** Provisional enforceability allows a party that has obtained a favourable award to seek immediate remedies, such as attachment of assets or execution of the award’s monetary provisions, without waiting for the entire arbitration process to be finalized.
6. **Balancing Interests:** This provision balances the interests of the prevailing party in gaining timely relief and the potential interests of the other party in ensuring that enforcement does not occur before potential challenges are resolved.
7. **Protection of Challenged Awards:** Some jurisdictions might have mechanisms in place to temporarily suspend the provisional enforcement of an award if it is challenged or appealed, to prevent irreversible harm in cases where the award’s validity is being questioned.
8. **Promotion of Certainty and Efficiency:** The combination of res judicata and provisional enforceability supports legal certainty by affirming the finality of arbitral decisions and facilitating their implementation without unnecessary delay.
9. **Equitable Relief:** Provisional enforceability can provide a party with a quicker means of obtaining equitable relief, especially in cases where delay could result in harm or the loss of an opportunity.
10. **Enforcement Measures:** Parties can use the provisionally enforceable award to obtain remedies like freezing injunctions, asset attachments, or other measures that ensure compliance with the award’s provisions.

In summary, Article 1484 (paragraphs 1 and 2) of the Code of Civil Procedure establishes that an arbitral award becomes res judicata concerning the claims it addresses and can be declared provisionally enforceable. This dual approach promotes the finality of arbitral decisions and enables parties to seek timely enforcement measures, striking a balance between parties’ interests and the efficiency of the dispute resolution process.

ARTICLE 1485 (PARAGRAPHS 1 AND 2)²⁸

Once an award is made, the arbitral tribunal shall no longer be vested with the power to rule on the claims adjudicated in that award.

However, on application of a party, the arbitral tribunal may interpret the award, rectify clerical errors and omissions, or make an additional award where it failed to rule on a claim. The arbitral tribunal shall rule after having heard the parties or having given them the opportunity to be heard.

Article 1485 (paragraphs 1 and 2) of the Code of Civil Procedure outlines the powers and limitations of the arbitral tribunal after an award is made, as well as the specific circumstances under which the tribunal can take further actions. Here is a breakdown of the key points of this article:

1. **Limits of Post-Award Power:** The first paragraph of Article 1485 states that once an arbitral award is made, the arbitral tribunal loses the authority to rule on the claims that were adjudicated in that award. This reflects the finality of the tribunal’s role in relation to the claims that have already been resolved.
2. **Binding Decision:** Once the award is rendered, the tribunal’s jurisdiction over the settled claims comes to an end, and the award becomes binding on the parties.
3. **Post-Award Actions:** The second paragraph of Article 1485 introduces exceptions to the rule stated in the first paragraph. Despite the general limitation, the tribunal retains some powers to address specific issues related to the award.
4. **Interpretation:** Parties can apply to the arbitral tribunal for the interpretation of the award. This is particularly relevant when the language used in the award is unclear or subject to multiple interpretations.
5. **Rectification of Errors:** The tribunal can rectify clerical errors or omissions in the award. This ensures that the written award accurately reflects the intended decision and that inadvertent errors are corrected.
6. **Additional Award:** If the tribunal failed to address a specific claim in the original award, a party can request the tribunal to make an additional award on that claim. This ensures that all relevant claims are resolved.
7. **Due Process:** The article emphasizes that any post-award actions, including interpretation, rectification, or making an additional award, must be carried out with due process. The parties must be heard or given the opportunity to present their views before the tribunal makes a decision.
8. **Flexibility and Efficiency:** The provisions of Article 1485 acknowledge that despite the finality of the award, there are legitimate scenarios in which parties might require further actions from the tribunal. These provisions balance the need for finality with the principle of justice.

²⁸ This provision relating to domestic arbitration also applies to international arbitration.

9. **Correction of Errors:** The ability to rectify clerical errors and omissions is important for the accuracy and enforceability of the award, preventing confusion over unintended discrepancies.
10. **Completeness of Resolution:** The possibility of requesting an additional award on claims not covered initially ensures that all relevant issues are addressed and prevents the need for separate proceedings on the unresolved claims.

In summary, Article 1485 (paragraphs 1 and 2) of the Code of Civil Procedure establishes that after an award is made, the arbitral tribunal no longer has the power to rule on the claims already adjudicated. However, the tribunal retains the authority to interpret the award, rectify errors, and make additional awards in specific circumstances. These provisions balance the finality of arbitral awards with the need for addressing issues that may arise after the award is rendered, while ensuring that parties are given the opportunity to present their views on these matters.

ARTICLE 1486²⁹

Applications under Article 1485, paragraph 2, shall be filed within three months of notification of the award.

Unless otherwise agreed, the decision amending the award or the additional award shall be made within three months of application to the arbitral tribunal. This time limit may be extended in accordance with Article 1463, paragraph 2.

The decision amending the award or the additional award shall be notified in the same manner as the initial award.

Article 1486 of the Code of Civil Procedure outlines the procedural aspects related to applications made under Article 1485, paragraph 2, including the timing, extension of time limits, and notification procedures. Here is a breakdown of the key points of this article:

1. **Timing of Applications:** Article 1486 establishes that applications made under Article 1485, paragraph 2 (which pertain to interpretation, rectification of errors, or additional awards), must be submitted within three months from the notification of the initial award.
2. **Prompt Resolution:** By setting a specific time frame for submitting these applications, the article aims to ensure the timely resolution of any post-award matters.
3. **Decision Timing:** The article also specifies that unless otherwise agreed by the parties, any decisions amending the award or making an additional award must be rendered within three months from the date of the application to the arbitral tribunal.
4. **Efficiency:** This provision promotes the efficient resolution of post-award matters by requiring the tribunal to act promptly upon receiving an application.
5. **Extension of Time Limits:** The article acknowledges that the time limit for making decisions can be extended in accordance with Article 1463, paragraph 2. This refers to the

²⁹ This provision relating to domestic arbitration also applies to international arbitration.

possibility of extending time limits under certain circumstances, as specified in the earlier article.

6. Notification of Decisions: The article states that the decision amending the award or making an additional award must be notified to the parties in the same manner as the initial award.
7. Communication: This ensures that parties are informed of any changes to the original award or the issuance of additional awards in a consistent manner, facilitating their understanding of the proceedings.
8. Balancing Timeliness and Due Process: The article strikes a balance between the need for timely resolution of post-award matters and the parties' right to present their case. The requirement to notify decisions in the same manner as the initial award maintains a consistent process of communication.
9. Efficient Correction and Clarification: The provisions regarding timing and notification aim to ensure that any necessary corrections, clarifications, or additional awards are promptly addressed, preventing unnecessary delays in the resolution of disputes.
10. Preservation of Parties' Rights: By stipulating specific time frames for applications and decisions, the article ensures that parties' rights to seek post-award remedies are protected, while also maintaining a structured approach to the arbitration process.

In summary, Article 1486 of the Code of Civil Procedure establishes procedural rules for applications made under Article 1485, paragraph 2. It emphasizes the timing for submitting applications, the requirement for timely decisions, and the need for consistent notification procedures. These provisions contribute to efficient and orderly post-award proceedings while safeguarding parties' rights and ensuring a balanced approach to due process.

CHAPTER III — RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS MADE ABROAD OR IN INTERNATIONAL ARBITRATION**ARTICLE 1514**

An arbitral award shall be recognised or enforced in France if the party relying on it can prove its existence and if such recognition or enforcement is not manifestly contrary to international public policy.

Article 1514 of the Code of Civil Procedure outlines the criteria for recognizing and enforcing an arbitral award in France. Here is a breakdown of the key points of this article:

1. **Recognition and Enforcement:** Article 1514 addresses the process of recognizing and enforcing arbitral awards in France. It specifies the conditions under which an arbitral award obtained in another jurisdiction can be given legal effect in France.
2. **Existence of the Award:** The article requires the party seeking recognition and enforcement to prove the existence of the arbitral award. This verification ensures that the award in question is genuine and legally valid.
3. **Absence of Manifest Contradiction with International Public Policy:** To be recognized and enforced in France, the award must not be manifestly contrary to international public policy. This concept refers to fundamental principles of law and justice that are considered universally accepted and cannot be disregarded in the interest of enforcing an award.
4. **Balancing Interests:** This criterion aims to strike a balance between recognizing the finality of arbitral decisions and upholding fundamental legal norms.
5. **Safeguarding International Public Policy:** The provision reinforces the idea that while respecting parties' autonomy to choose arbitration, there are limits to enforcement when awards violate principles deeply embedded in international law and public policy.
6. **Guarantee of Legitimate Awards:** By requiring compliance with international public policy, the article ensures that France does not enforce awards that are inherently unfair, unjust, or violate basic principles of justice.
7. **Principle of Comity:** The principle of recognizing and enforcing foreign arbitral awards reflects international comity, which encourages cooperation between nations and upholds the effectiveness of cross-border arbitration.
8. **Respect for Arbitral Autonomy:** The article respects the autonomy of arbitral tribunals while ensuring that their decisions do not undermine core legal values.
9. **Ensuring Integrity of the Process:** The provision promotes the integrity of the arbitral process by allowing review to prevent enforcement of awards that substantially deviate from accepted legal norms.
10. **Limitations on Enforcement:** The concept of international public policy establishes a clear limitation on the enforcement of arbitral awards, preventing their recognition when they go against fundamental legal principles.

In summary, Article 1514 of the Code of Civil Procedure outlines the criteria for recognizing and enforcing arbitral awards in France. It emphasizes the need for proving the existence of the award and the requirement that recognition and enforcement not be manifestly contrary to international public policy. These provisions balance the finality of arbitral awards with the protection of fundamental legal norms and values in the enforcement process.

ARTICLE 1515

The existence of an arbitral award shall be proven by producing the original award, together with the arbitration agreement, or duly authenticated copies of such documents.

If such documents are in a language other than French, the party applying for recognition or enforcement shall produce a translation. The applicant may be requested to provide a translation by a translator whose name appears on a list of court experts or a translator accredited by the administrative or judicial authorities of another Member State of the European Union, a Contracting Party to the European Economic Area Agreement or the Swiss Confederation.

Article 1515 of the Code of Civil Procedure addresses the procedural requirements for proving the existence and authenticity of an arbitral award in the context of seeking its recognition and enforcement in France. Here is a breakdown of the key points of this article:

1. **Proof of Existence of Award:** Article 1515 establishes the procedure for proving the existence of an arbitral award when seeking its recognition and enforcement in France.
2. **Required Documentation:** The article specifies that the party applying for recognition and enforcement must provide either the original award along with the arbitration agreement or duly authenticated copies of these documents.
3. **Authentication:** The requirement for duly authenticated copies ensures that the documents presented are genuine and accurately reflect the original award and arbitration agreement.
4. **Language Requirement:** If the original award and arbitration agreement are in a language other than French, the applicant must provide a translation. This requirement ensures that the French authorities can understand the contents of the award and the arbitration agreement.
5. **Translation Sources:** The article outlines the sources from which translations can be obtained. These include translators whose names are on a list of court experts or translators accredited by relevant administrative or judicial authorities in certain jurisdictions.
6. **Qualified Translators:** This provision emphasizes the importance of using qualified and recognized translators to ensure accurate and reliable translations.
7. **Cross-Border Enforcements:** The article's provisions regarding translations reflect the international nature of arbitration and cross-border enforcement, as they involve translations for documents originating in foreign jurisdictions.

8. **Promotion of Transparency:** Requiring translations helps ensure transparency and clarity in the enforcement process, allowing the relevant authorities to assess the award's content accurately.
9. **Avoiding Misunderstandings:** Translations help prevent misunderstandings that might arise due to language barriers, which is particularly important in ensuring fair enforcement proceedings.
10. **Compliance with Due Process:** The requirement for authentic documentation and proper translations respects the principles of due process and fairness, as it ensures that all parties and authorities involved can understand the award and the arbitration agreement.

In summary, Article 1515 of the Code of Civil Procedure outlines the procedural steps required to prove the existence and authenticity of an arbitral award when seeking its recognition and enforcement in France. The article emphasizes the importance of authentic documentation and translations to ensure transparency, fairness, and the accurate understanding of the award's contents by all parties and authorities involved.

ARTICLE 1516

An arbitral award may only be enforced by virtue of an enforcement order (exequatur) issued by the Tribunal de grande instance of the place where the award was made or by the Tribunal de grande instance of Paris if the award was made abroad.

Exequatur proceedings shall not be adversarial.

Application for exequatur shall be filed by the most diligent party with the Court Registrar, together with the original award and arbitration agreement, or duly authenticated copies of such documents.

Article 1516 of the Code of Civil Procedure outlines the procedure for enforcing an arbitral award through an enforcement order (exequatur) in France. Here is a breakdown of the key points of this article:

1. **Enforcement Order Requirement:** Article 1516 establishes that an arbitral award can only be enforced in France through the issuance of an enforcement order (exequatur). This requirement ensures that the award's enforceability is formally recognized by a competent court.
2. **Jurisdiction of Courts:** The article specifies that the enforcement order (exequatur) is issued by the Tribunal de grande instance (District Court) of the place where the award was made. If the award was made abroad, the enforcement order can alternatively be issued by the Tribunal de grande instance of Paris.
3. **Jurisdictional Venue:** This provision designates the relevant courts with the authority to issue the enforcement order based on the location of the award.
4. **Non-Adversarial Proceedings:** The article states that the exequatur proceedings are not adversarial. This means that the proceedings are not conducted as typical legal disputes.

where parties argue their positions. Instead, they are administrative in nature, focusing on the formalities of recognition and enforcement.

5. **Efficiency:** Non-adversarial proceedings streamline the process of obtaining an enforcement order, avoiding the need for extensive litigation.
6. **Application for Exequatur:** The article requires the party seeking enforcement to file an application for exequatur. The application is submitted to the Court Registrar of the relevant Tribunal de grande instance.
7. **Required Documentation:** The applicant must provide the original arbitral award and arbitration agreement or duly authenticated copies of these documents.
8. **Formality and Authentication:** The requirement for authentic documentation ensures the integrity and authenticity of the award and related documents being presented for enforcement.
9. **Facilitating Enforcement:** The exequatur process establishes a formal recognition of the enforceability of the award, providing a clear and legally binding path for its execution in France.
10. **Ensuring Legal Certainty:** By requiring the issuance of an enforcement order, the article ensures that the enforcement process is conducted within the framework of established legal procedures, providing a clear path for parties to follow.
11. **Court's Role:** The article underscores the court's role in ensuring that the necessary formalities are met for an award's recognition and enforcement, safeguarding the enforcement process.

In summary, Article 1516 of the Code of Civil Procedure outlines the procedure for enforcing an arbitral award in France through an enforcement order (exequatur). The article specifies the jurisdiction of the courts, the non-adversarial nature of the proceedings, the requirements for the application, and the necessary documentation. These provisions ensure a formal and legally recognized process for the recognition and enforcement of arbitral awards in France, promoting legal certainty and efficiency.

ARTICLE 1517

The enforcement order shall be affixed to the original or, if the original is not produced, to a duly authenticated copy of the arbitral award, as per the final paragraph of Article 1516.

Where an arbitral award is in a language other than French, the enforcement order shall also be affixed to the translation produced as per Article 1515.

An order denying enforcement of an arbitral award shall state the reasons upon which it is based.

Article 1517 of the Code of Civil Procedure focuses on the enforcement order (exequatur) process for arbitral awards in France and addresses the affixation of the order to the award and translation, as well as the requirements for an order denying enforcement. Here is a breakdown of the key points of this article:

1. **Affixing Enforcement Order:** Article 1517 outlines the practical steps for attaching the enforcement order to the arbitral award. It specifies that the enforcement order should be affixed to the original award or a duly authenticated copy of the award.
2. **Formal Recognition:** Affixing the enforcement order to the award signifies the court's formal recognition of the award's enforceability.
3. **Translations and Affixation:** If the arbitral award is in a language other than French, the article mandates that the enforcement order must also be affixed to the translation produced in accordance with Article 1515.
4. **Clarity in Enforcement:** Affixing the enforcement order to the translation ensures that both the original award and its translation are recognized as enforceable.
5. **Legal Certainty:** This provision helps ensure legal clarity by requiring that the enforcement order be attached to the relevant documents. This prevents confusion and provides a clear connection between the enforcement order and the award.
6. **Denial of Enforcement Order:** The article establishes a requirement for an order denying enforcement of an arbitral award to state the reasons upon which the denial is based.
7. **Transparency and Due Process:** Requiring reasons for denial ensures transparency and due process, allowing parties to understand the rationale behind the court's decision.
8. **Judicial Review:** This provision allows parties to assess whether the denial is based on legitimate grounds and to consider potential remedies, if applicable.
9. **Protection of Parties' Rights:** By specifying that reasons must be provided for denial, the article promotes fairness and accountability in the enforcement process.
10. **Balancing Enforcement and Review:** Requiring reasons for denial strikes a balance between the principle of enforcing arbitral awards and the right to judicial review in cases where enforcement is denied.
11. **Legal Harmonization:** The article sets a standard for the enforcement process, ensuring that it aligns with principles of transparency and fairness across cases.

In summary, Article 1517 of the Code of Civil Procedure outlines the practical requirements for attaching the enforcement order to the arbitral award and its translation, if applicable. Additionally, it mandates that an order denying enforcement must provide reasons for the denial. These provisions contribute to legal clarity, transparency, and fairness in the process of enforcing arbitral awards in France.

CHAPTER IV — RECOURSE

SECTION I – AWARDS MADE IN FRANCE

ARTICLE 1518

The only means of recourse against an award made in France in an international arbitration is an action to set aside.

Article 1518 of the Code of Civil Procedure establishes the specific means of recourse available against an arbitral award made in France in the context of international arbitration. Here is a breakdown of the key points of this article:

1. **Sole Means of Recourse:** Article 1518 stipulates that the only available means of recourse against an arbitral award made in France in an international arbitration is an “action to set aside”.
2. **Clarity and Limitation:** This provision establishes a clear and exclusive avenue for challenging the validity of an arbitral award in France, limiting the available means of recourse to a specific process.
3. **Focused Recourse:** By specifying that only an “action to set aside” is allowed, the article directs parties to the designated legal procedure for challenging the award’s validity rather than creating multiple avenues for appeal.
4. **Balancing Finality and Review:** This provision reflects the balance between upholding the finality of arbitral awards, which is a fundamental principle of arbitration, and ensuring that a limited form of judicial review is available in cases where there are serious concerns about the award’s validity.
5. **Judicial Review for Specific Grounds:** An “action to set aside” allows parties to challenge the award based on specific grounds established in the law, such as violations of public policy, procedural irregularities, or jurisdictional issues.
6. **Efficiency:** Designating a specific means of recourse streamlines the process by guiding parties to the appropriate legal procedure, avoiding confusion or disputes over the appropriate recourse.
7. **Promotion of Arbitration:** By limiting the means of recourse to “action to set aside”, the article encourages parties to respect the finality of arbitral awards and contributes to the broader objective of promoting arbitration as an effective and efficient method of dispute resolution.
8. **Legal Certainty:** The provision ensures that parties have a clear understanding of their rights and options when challenging an arbitral award made in France.

In summary, Article 1518 of the Code of Civil Procedure establishes that the only means of recourse available against an arbitral award made in France in an international arbitration is an “action to set aside”. This provision underscores the principle of finality in arbitration while still providing a specific mechanism for judicial review in cases where valid grounds for challenging an award’s validity exist.

ARTICLE 1519

An action to set aside shall be brought before the Court of Appeal of the place where the award was made.

Such recourse can be had as soon as the award is rendered. If no application is made within one month following notification of the award, recourse shall no longer be admissible.

The award shall be notified by service (signification), unless otherwise agreed by the parties.

Article 1519 of the Code of Civil Procedure outlines the procedural aspects related to bringing an action to set aside an arbitral award made in France in the context of international arbitration. Here is a breakdown of the key points of this article:

1. **Jurisdiction of the Court of Appeal:** Article 1519 designates the Court of Appeal of the place where the award was made as the appropriate jurisdiction for bringing an action to set aside.
2. **Local Jurisdiction:** This provision establishes a clear venue for parties seeking to challenge an arbitral award, ensuring that the challenge is filed in the correct judicial authority.
3. **Timing for Recourse:** The article states that an action to set aside can be initiated as soon as the award is rendered. This provides parties with an immediate opportunity to challenge the award if they believe it is necessary.
4. **Time Limit for Filing:** If no application to set aside is made within one month following the notification of the award, the recourse becomes inadmissible.
5. **Timely Challenge:** The provision encourages parties to promptly exercise their right to challenge the award, contributing to the efficiency and finality of the arbitration process.
6. **Notification of the Award:** The article indicates that the award should be notified by service (signification), unless the parties have agreed on an alternative method of notification.
7. **Formal Notification:** Formal notification ensures that parties are made aware of the award and its contents, allowing them to assess whether grounds for challenging it exist.
8. **Protecting Parties' Rights:** By requiring timely recourse and formal notification, the article aims to protect parties' rights to challenge an award and to be informed of its contents.
9. **Balancing Efficiency and Due Process:** The provision strikes a balance between allowing parties to challenge awards and avoiding prolonged uncertainty by imposing a time limit for initiating challenges.
10. **Promotion of Legal Certainty:** The article ensures that parties are aware of the available means of recourse and the timeline within which they can exercise their right to challenge an award.

In summary, Article 1519 of the Code of Civil Procedure establishes the procedural framework for bringing an action to set aside an arbitral award made in France in international arbitration. It designates the appropriate jurisdiction, specifies the timing for recourse, sets a time limit for filing, and outlines the formal notification requirements. These provisions contribute to the efficiency and fairness of the process of challenging arbitral awards while promoting legal certainty and finality in international arbitration proceedings.

ARTICLE 1520

An award may only be set aside where:

- (1) the arbitral tribunal wrongly upheld or declined jurisdiction; or**
- (2) the arbitral tribunal was not properly constituted; or**
- (3) the arbitral tribunal ruled without complying with the mandate conferred upon it; or**
- (4) due process was violated; or**
- (5) recognition or enforcement of the award is contrary to international public policy.**

Article 1520 of the Code of Civil Procedure outlines the specific grounds upon which an arbitral award made in France in international arbitration may be set aside. Here is a breakdown of the key points of this article:

1. **Enumerated Grounds for Setting Aside:** Article 1520 provides a list of specific grounds on which an arbitral award may be set aside. These grounds outline circumstances under which a party can challenge the validity of the award.
2. **Wrongful Jurisdiction:** The first ground states that an award may be set aside if the arbitral tribunal wrongly upheld or declined jurisdiction. This emphasizes the importance of correctly determining the tribunal's authority to hear the dispute.
3. **Improper Constitution:** The second ground addresses situations where the arbitral tribunal was not properly constituted. This underscores the significance of having a validly constituted tribunal for a fair arbitration process.
4. **Non-Compliance with Mandate:** The third ground specifies that an award may be set aside if the arbitral tribunal ruled without complying with the mandate conferred upon it. This reinforces the idea that arbitral tribunals must stay within the scope of their authority.
5. **Violation of Due Process:** The fourth ground relates to violations of due process. This includes situations where a party's right to a fair and impartial proceeding was compromised during the arbitration process.
6. **Contrary to International Public Policy:** The fifth ground states that an award may be set aside if its recognition or enforcement is contrary to international public policy. This reflects the principle that awards that violate fundamental principles of public policy should not be upheld.

7. **Balancing Finality and Review:** Article 1520 strikes a balance between respecting the finality of arbitral awards and allowing parties a limited avenue to challenge awards based on specific grounds.
8. **Legal Certainty:** The enumerated grounds provide parties with a clear understanding of the criteria that can be invoked for challenging an award, promoting legal certainty in the arbitration process.
9. **Public Policy Safeguard:** The provision that allows setting aside if recognition or enforcement of the award is contrary to international public policy reflects the importance of preventing enforcement of awards that would violate fundamental legal principles.

In summary, Article 1520 of the Code of Civil Procedure specifies the grounds upon which an arbitral award made in France in international arbitration may be set aside. These enumerated grounds ensure that the parties have a clear framework for challenging an award's validity while also preserving the principle of finality in international arbitration proceedings.

ARTICLE 1521

The first president or, once the matter is referred to him or her, the judge assigned to the case (conseiller de la mise en état) may grant enforcement (exequatur) of the award.

Article 1521 of the Code of Civil Procedure addresses the authority to grant enforcement (exequatur) of an arbitral award made in international arbitration in France. Here is a breakdown of the key points of this article:

1. **Judicial Authority for Enforcement:** Article 1521 specifies that the first president of the Court of Appeal or, once the matter is referred to them, the judge assigned to the case (conseiller de la mise en état), has the authority to grant enforcement (exequatur) of an arbitral award.
2. **Designated Judicial Authority:** This provision designates the specific judicial officials who have the authority to handle the enforcement of arbitral awards, ensuring clarity in the process.
3. **First President and Conseiller de la Mise en État:** The "first president" refers to the highest-ranking judicial authority in the Court of Appeal. The "conseiller de la mise en état" is a judge responsible for managing and progressing cases before the Court of Appeal.
4. **Enforcement Authority:** Granting enforcement (exequatur) allows the judicial authority to formalize the recognition and enforceability of the arbitral award within the jurisdiction.
5. **Judicial Review of the Award:** By involving judicial authorities in the enforcement process, the article introduces an additional layer of review to ensure that the award satisfies the necessary legal criteria for enforcement.

6. **Protection of Parties' Rights:** The involvement of judicial authorities in the enforcement process helps ensure that parties' rights and interests are respected, and that the award meets the required standards.
7. **Balancing Judicial Review and Finality:** While enforcement requires judicial approval, the principle of finality in arbitration is preserved by limiting the scope of review to the enforcement criteria set forth in the Code of Civil Procedure.
8. **Promotion of Legal Certainty:** Designating specific judicial authorities for enforcement contributes to legal certainty by providing a clear and standardized procedure for parties seeking enforcement of arbitral awards.
9. **Efficiency:** The involvement of experienced judicial authorities in the enforcement process streamlines the procedure, ensuring that it is handled by individuals with a strong understanding of legal requirements.

In summary, Article 1521 of the Code of Civil Procedure establishes the judicial authorities responsible for granting enforcement (*exequatur*) of arbitral awards made in international arbitration in France. The article ensures that the enforcement process is carried out by designated and experienced judicial officials, preserving a balance between judicial review and the finality of arbitral awards.

ARTICLE 1522

By way of a specific agreement the parties may, at any time, expressly waive their right to bring an action to set aside.

Where such right has been waived, the parties nonetheless retain their right to appeal an enforcement order on one of the grounds set forth in Article 1520.

Such appeal shall be brought within one month following notification of the award bearing the enforcement order. The award bearing the enforcement order shall be notified by service (signification), unless otherwise agreed by the parties.

Article 1522 of the Code of Civil Procedure addresses the concept of parties waiving their right to bring an action to set aside an arbitral award in international arbitration in France. Here is a breakdown of the key points of this article:

1. **Waiver of Right to Set Aside:** Article 1522 introduces the concept of parties being able to expressly waive their right to bring an action to set aside an arbitral award.
2. **Voluntary Waiver:** This provision allows parties to voluntarily relinquish their right to challenge the validity of an arbitral award through the "action to set aside".
3. **Specific Agreement:** The waiver of the right to set aside must be made by way of a specific agreement between the parties. This underscores the need for a clear and mutual understanding between the parties to waive this right.

4. Flexibility and Party Autonomy: Allowing parties to waive their right to set aside an award reflects the principle of party autonomy in arbitration, where parties have the freedom to agree on the rules governing their arbitration proceedings.
5. Retained Right to Appeal Enforcement Order: Despite waiving the right to bring an action to set aside, the article ensures that parties retain their right to appeal an enforcement order on the grounds set forth in Article 1520.
6. Balanced Approach: The article allows parties to maintain a level of recourse while still honouring their agreement to waive the broader challenge of the award's validity.
7. Timelines for Appeal: The article sets a specific timeline for the appeal of an enforcement order following notification of the award bearing the enforcement order.
8. Notification of the Award: Similar to other provisions, the article specifies that the award bearing the enforcement order must be notified by service (signification), unless the parties have agreed on an alternative method.
9. Ensuring Fairness: By allowing parties to waive the right to set aside while retaining the right to appeal an enforcement order, the article balances the interests of both parties and preserves a mechanism for addressing potential concerns about the enforcement process.
10. Efficiency: The article streamlines the procedure by providing clear guidelines for the process of appeal, including the notification of the award bearing the enforcement order.

In summary, Article 1522 of the Code of Civil Procedure allows parties in international arbitration to waive their right to bring an action to set aside an arbitral award through a specific agreement. This waiver reflects party autonomy and is balanced by the retention of the right to appeal an enforcement order on specified grounds. The article provides a flexible framework that respects party autonomy while ensuring fairness and efficiency in the arbitration process.

ARTICLE 1523

An order denying recognition or enforcement of an international arbitral award made in France may be appealed.

The appeal shall be brought within one month following service (signification) of the order.

If the order is appealed, and if one of the parties so requests, the Court of Appeal shall rule on an action to set aside unless the parties have waived the right to bring such action or the time limit to bring such action has expired.

Article 1523 of the Code of Civil Procedure deals with the appeal process related to the denial of recognition or enforcement of an international arbitral award made in France. Here is a breakdown of the key points of this article:

1. **Appeal Against Denial of Recognition or Enforcement:** Article 1523 allows parties to appeal an order that denies recognition or enforcement of an international arbitral award made in France.
2. **Judicial Review:** The article provides a mechanism for parties to challenge decisions by the courts regarding the recognition or enforcement of arbitral awards.
3. **Timely Appeal:** The article specifies that the appeal must be brought within one month following the service (signification) of the order denying recognition or enforcement.
4. **Optional Action to Set Aside:** If the order denying recognition or enforcement is appealed and if one of the parties requests it, the Court of Appeal may also rule on an action to set aside the award.
5. **Appellate Jurisdiction for Set Aside:** The Court of Appeal is given the authority to review the award and potentially set it aside based on grounds provided in the Code of Civil Procedure.
6. **Parties' Rights and Waivers:** The article acknowledges that the parties may have waived the right to bring an action to set aside or that the time limit for such action may have expired.
7. **Balanced Approach:** The article balances the parties' right to appeal against the practicalities of the arbitration process, including the potential for waiver or expiration of the time limit.
8. **Efficiency in the Appeal Process:** By allowing the Court of Appeal to rule on both the appeal against denial of recognition or enforcement and, if requested, the action to set aside, the article aims to streamline the appellate process.
9. **Access to Review Mechanism:** The article ensures that parties have an accessible avenue to challenge unfavourable decisions regarding the recognition or enforcement of arbitral awards.
10. **Promotion of Fairness:** By providing the option to challenge an award's denial of recognition or enforcement, the article ensures a level of fairness in the enforcement process.

In summary, Article 1523 of the Code of Civil Procedure establishes the framework for appealing orders that deny recognition or enforcement of international arbitral awards made in France. It outlines the timeline for the appeal, provides an option for reviewing an action to set aside, and considers the possibility of waivers or expired time limits. The article aims to balance the rights of the parties with the efficiency of the appellate process, promoting fairness and accountability in the recognition and enforcement of arbitral awards.

ARTICLE 1524

No recourse may be had against an order granting enforcement of an award, except as provided in Article 1522, paragraph 2.

However, an action to set aside an award shall be deemed to constitute recourse against the order of the judge having ruled on enforcement or shall bring an end to said judge's jurisdiction, as regards the parts of the award which are challenged.

Article 1524 of the Code of Civil Procedure addresses the recourse available against an order granting enforcement of an arbitral award in international arbitration in France. Here is a breakdown of the key points of this article:

1. **Limited Recourse Against Enforcement Order:** Article 1524 establishes that no direct recourse can be taken against an order granting enforcement of an arbitral award, except as provided in Article 1522, paragraph 2.
2. **Article 1522, Paragraph 2:** This reference points to the provision in Article 1522 that allows parties to appeal an enforcement order based on certain grounds, even if they have waived the right to set aside the award.
3. **Relation to Action to Set Aside:** The article clarifies the interaction between an action to set aside an award and the enforcement order.
4. **Deeming an Action to Set Aside:** An action to set aside an award is considered as recourse against the order of the judge who ruled on enforcement. This implies that challenging the award's validity also indirectly challenges the enforcement order.
5. **Impact on Judge's Jurisdiction:** The article also states that an action to set aside brings an end to the jurisdiction of the judge who ruled on enforcement, specifically for the parts of the award that are being challenged in the action.
6. **Balancing Enforcement and Challenge:** Article 1524 reflects a balance between recognizing the finality of an enforcement order and allowing a limited avenue for parties to challenge the order through the mechanism of an action to set aside.
7. **Impact on Enforcement Process:** The article ensures that the enforcement process remains closely tied to the potential challenge of the award, which is consistent with principles of legal efficiency and finality.
8. **Promotion of Fairness:** By allowing an action to set aside to indirectly challenge an enforcement order, the article promotes fairness and accountability within the arbitration process.
9. **Effect on Enforcement Jurisdiction:** The article clarifies that the jurisdiction of the judge who ruled on enforcement ends for the parts of the award that are the subject of the action to set aside. This ensures clarity in the court's jurisdictional boundaries.

In summary, Article 1524 of the Code of Civil Procedure outlines the recourse available against an order granting enforcement of an arbitral award in international arbitration in France. It limits direct recourse against the enforcement order but allows an action to set aside to challenge the enforcement indirectly

by challenging the award itself. This approach balances finality and challenge within the enforcement process, promoting fairness and legal efficiency.

ARTICLE 1502 (PARAGRAPHS 1 AND 2)

Application for revision of an arbitral award may be made in the circumstances provided in Article 595 for court judgments, and under the conditions set forth in Articles 594, 596, 597 and 601 through 603.

Application shall be made to the arbitral tribunal.

Article 1502, paragraphs 1 and 2 of the Code of Civil Procedure addresses the procedure for the application for revision of an arbitral award in international arbitration in France. Here is a breakdown of the key points of this article:

1. **Application for Revision of an Award:** Article 1502 establishes the procedure for seeking the revision of an arbitral award.
2. **Reference to Court Judgment Procedures:** Paragraph 1 refers to the circumstances and conditions provided in Article 595 for court judgments. This indicates that the application for revision of an arbitral award is subject to similar provisions as the revision of court judgments in certain cases.
3. **Procedural Conditions for Revision:** The article refers to several articles within the Code of Civil Procedure that lay out the procedural conditions for applying for revision:
4. **Articles 594, 596, 597, and 601 through 603:** These articles outline the specific procedural conditions that need to be met for a successful application for revision. They address matters such as newly discovered evidence, fraud, error, or violation of international public policy.
5. **Application to the Arbitral Tribunal:** The application for revision must be made to the arbitral tribunal that rendered the original award.
6. **Consistency with Arbitration Process:** By requiring the application for revision to be submitted to the arbitral tribunal, the article maintains consistency with the arbitration process and the authority of the tribunal.
7. **Legal Framework:** The reference to the provisions governing revision of court judgments indicates that similar principles of fairness and justice apply to both court judgments and arbitral awards.
8. **Balancing Finality and Correcting Injustices:** The provision for revision strikes a balance between the finality of arbitral awards and the need to correct potential injustices that may arise due to circumstances not known at the time of the original award.
9. **Consistency with International Practices:** The reference to court judgment procedures and specific articles within the Code of Civil Procedure aligns the arbitration process in France

with international practices, enhancing clarity for parties involved in international arbitration.

In summary, Article 1502, paragraphs 1 and 2 of the Code of Civil Procedure, establishes the procedure for seeking the revision of an arbitral award in international arbitration in France. The article outlines the reference to relevant court judgment procedures and specific articles within the Code of Civil Procedure, while emphasizing the application to the arbitral tribunal that issued the original award. This approach maintains consistency, legal fairness, and international alignment in the arbitration process.

ARTICLE 1503

No opposition³⁰ may be filed against an arbitral award, nor may the Cour de Cassation be petitioned to quash the award.

Article 1503, paragraphs 1 and 2 of the Code of Civil Procedure addresses the limitations on challenging arbitral awards in international arbitration in France. Here is a breakdown of the key points of this article:

1. **No Opposition to Arbitral Awards:** Article 1503, paragraph 1, explicitly states that no opposition may be filed against an arbitral award. This means that parties cannot initiate a separate judicial procedure challenging an arbitral award through an opposition.
2. **Finality of Awards:** This provision underscores the principle of finality that is inherent in the arbitration process. Once an award is rendered, parties are generally bound by its content without the option to challenge it through opposition.
3. **No Quashing Before Cour de Cassation:** The article, in its second paragraph, specifies that parties cannot petition the Cour de Cassation (French Supreme Court) to quash an arbitral award.
4. **Limited Judicial Review:** This provision reinforces the principle that arbitral awards are generally not subject to broad judicial review by higher courts. The Cour de Cassation cannot be used as a mechanism to challenge or set aside arbitral awards.
5. **Supporting Arbitration Finality:** These restrictions on opposition and petition to the Cour de Cassation support the principle of finality in arbitration. Parties involved in arbitration generally have fewer avenues to challenge or overturn awards compared to traditional court judgments.
6. **Arbitration Autonomy:** By prohibiting these forms of challenges, the Code of Civil Procedure upholds the principle of party autonomy, where parties agree to submit their disputes to arbitration with the understanding that awards are binding.

³⁰ *Opposition* is a form of recourse under French law, available when a judgment is rendered by default because a defendant was not properly notified of a hearing. The defendant can then “oppose” the judgment.

7. **Promotion of Efficiency:** Limiting the scope of challenges helps promote efficiency and expediency in the arbitration process. It ensures that parties can rely on the arbitral process for resolution without the threat of prolonged legal challenges.
8. **Alignment with International Standards:** These provisions align with international arbitration standards, where arbitral awards are considered final and binding, and challenges are limited to specific grounds and procedures.

In summary, Article 1503, paragraphs 1 and 2 of the Code of Civil Procedure, establishes the limitations on challenging arbitral awards in international arbitration in France. The article reinforces the finality of awards by prohibiting opposition and petitions to the Cour de Cassation. This approach supports arbitration autonomy, efficiency, and consistency with international arbitration practices.

SECTION II – AWARDS MADE ABROAD

ARTICLE 1525

An order granting or denying recognition or enforcement of an arbitral award made abroad may be appealed.

The appeal shall be brought within one month following service (signification) of the order.

However, the parties may agree on other means of notification when an appeal is brought against an award bearing an enforcement order.

The Court of Appeal may only deny recognition or enforcement of an arbitral award on the grounds listed in Article 1520.

Article 1525 of the Code of Civil Procedure addresses the appeal process for orders that grant or deny recognition or enforcement of arbitral awards made abroad in international arbitration in France. Here is a breakdown of the key points of this article:

1. **Appeal Against Recognition or Enforcement Orders:** Article 1525 establishes the possibility of appealing orders that either grant or deny recognition or enforcement of arbitral awards made abroad.
2. **Judicial Review:** This provision allows parties to seek a review by higher courts if they disagree with the decision of the lower court regarding the recognition or enforcement of an international arbitral award.
3. **Timely Appeal:** The article specifies that the appeal must be brought within one month following the service (signification) of the order that grants or denies recognition or enforcement.
4. **Alternative Notification Agreement:** The article allows the parties to agree on alternative means of notification when an appeal is brought against an award that already bears an enforcement order.

5. **Flexibility in Notification:** This provision acknowledges the parties' autonomy in determining how notifications will be communicated, particularly when an appeal is initiated.
6. **Grounds for Denying Recognition or Enforcement:** The article clarifies that the Court of Appeal can only deny recognition or enforcement of an arbitral award made abroad based on the specific grounds listed in Article 1520.
7. **Limiting Denial Grounds:** This provision ensures that the grounds for denying recognition or enforcement remain consistent and aligned with the principles outlined in Article 1520.
8. **Promotion of Consistency:** By specifying the grounds for appeal and denial, the article promotes consistency and predictability in the recognition and enforcement process of arbitral awards.
9. **Access to Review Mechanism:** The appeal mechanism ensures that parties have a formal and accessible avenue to challenge decisions on recognition or enforcement, thereby enhancing transparency and accountability in the process.

In summary, Article 1525 of the Code of Civil Procedure establishes the appeal process for orders that grant or deny recognition or enforcement of arbitral awards made abroad in international arbitration in France. The article outlines the timeline for the appeal, allows parties to agree on alternative notification methods, and specifies the grounds on which the Court of Appeal can deny recognition or enforcement. This approach promotes transparency, consistency, and accountability in the recognition and enforcement of international arbitral awards.

SECTION III – AWARDS MADE IN FRANCE AND ABROAD – COMMON PROVISIONS

ARTICLE 1526

Neither an action to set aside an award nor an appeal against an enforcement order shall suspend enforcement of an award.

However, the first president ruling in expedited proceedings (référé) or, once the matter is referred to him or her, the judge assigned to the matter (conseiller de la mise en état), may stay or set conditions for enforcement of an award where enforcement could severely prejudice the rights of one of the parties.

Article 1526 of the Code of Civil Procedure addresses the suspension of enforcement of arbitral awards in international arbitration in France in the context of actions to set aside awards and appeals against enforcement orders. Here is a breakdown of the key points of this article:

1. **No Automatic Suspension of Enforcement:** Article 1526 establishes that neither an action to set aside an arbitral award nor an appeal against an enforcement order automatically suspends the enforcement of the award.
2. **Preserving Arbitral Process:** This provision reflects the principle that arbitral awards are generally binding and should be enforceable while any challenges or appeals are ongoing, preserving the finality of the arbitral process.

3. **Judicial Authority to Stay or Set Conditions:** The article introduces an exception to the general rule by allowing the first president ruling in expedited proceedings (référé) or the judge assigned to the matter (conseiller de la mise en état) to exercise discretion in staying or imposing conditions on the enforcement of an award.
4. **Protection of Rights:** The provision aims to protect parties from potential harm or prejudice that might arise from enforcing an award if certain circumstances indicate that enforcement could severely prejudice the rights of one of the parties.
5. **Expedited Proceedings and Judicial Review:** The article empowers the relevant judicial authorities to intervene promptly through expedited proceedings or in the process of referring the matter to a judge assigned to the case. This highlights the importance of timely judicial review in matters of enforcement.
6. **Balancing Interests:** The provision balances the interest of enforcing awards promptly with the need to ensure fairness and avoid undue harm to parties who may have legitimate grounds for challenging the award.
7. **Legal Predictability:** By specifying that actions to set aside and appeals against enforcement orders do not automatically suspend enforcement, the Code of Civil Procedure provides legal predictability to parties involved in international arbitration.
8. **Judicial Discretion:** The article underscores the discretionary authority of the relevant judicial authorities to assess the circumstances on a case-by-case basis and make informed decisions regarding the suspension or conditions of enforcement.

In summary, Article 1526 of the Code of Civil Procedure addresses the suspension of enforcement of arbitral awards in international arbitration in France. It establishes that actions to set aside awards and appeals against enforcement orders do not automatically suspend enforcement. However, it empowers the first president or the judge assigned to the matter to stay or set conditions for enforcement when severe prejudice to one party's rights is at stake. This approach seeks to balance the principles of finality and fairness while allowing for timely and judicious judicial intervention.

ARTICLE 1527

Appeals against orders granting or denying enforcement and actions to set aside awards shall be brought, heard and decided in accordance with the rules applicable to adversarial proceedings set forth in Articles 900 through 930-1.

A decision denying an appeal or application to set aside an award shall be deemed an enforcement order of the arbitral award or of the parts of the award that were not overturned by the court.

Article 1527 of the Code of Civil Procedure addresses the procedural aspects of appeals against orders granting or denying enforcement of arbitral awards, as well as actions to set aside awards, in the context of international arbitration in France. Here is a breakdown of the key points of this article:

1. **Adversarial Proceedings:** Article 1527 establishes that appeals against orders granting or denying enforcement and actions to set aside awards are subject to rules applicable to

adversarial proceedings, as outlined in Articles 900 through 930-1 of the Code of Civil Procedure.

2. **Procedural Fairness:** This provision ensures that the appeal and action to set aside follow procedures that guarantee procedural fairness and the opportunity for both parties to present their arguments and evidence.
3. **Rules Applicable:** By referring to specific articles (900 through 930-1) within the Code of Civil Procedure, the article provides clarity on the procedural framework that parties and courts should follow in these matters.
4. **Uniformity in Procedure:** The provision promotes consistency in procedural matters related to appeals and actions to set aside in international arbitration cases, which helps maintain legal predictability for parties and stakeholders.
5. **Decision Consequences:** The second paragraph of the article clarifies that a decision denying an appeal or an application to set aside an award has the effect of confirming the enforcement order of the arbitral award or the parts of the award that were not overturned by the court.
6. **Confirmation of Enforceability:** This provision reinforces the principle of enforceability of arbitral awards and the finality of judicial decisions related to them.
7. **Efficiency and Clarity:** By providing a clear procedural framework and specifying the consequences of court decisions, Article 1527 promotes efficiency, transparency, and legal certainty in the process of challenging or enforcing arbitral awards.
8. **Application to International Arbitration:** This article aligns the procedural aspects of appeals and actions to set aside with those applicable to domestic cases, ensuring consistent treatment regardless of the origin of the arbitral award.

In summary, Article 1527 of the Code of Civil Procedure addresses the procedural aspects of appeals against orders granting or denying enforcement and actions to set aside arbitral awards in international arbitration in France. It emphasizes the application of rules governing adversarial proceedings, clarifies the impact of decisions on the enforceability of the award, and promotes procedural fairness and efficiency in the resolution of these matters.



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