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The contents of this issue of the journal is now available and includes the following contributions:

Nobumichi Teramura, *The Strengths and Weaknesses of Arguments Pertaining to Ex Aequo et Bono*

Ex aequo et bono is a means of resolving disputes in light of fairness and good conscience. The principle has been known to jurists since the classical period of Roman Law, but commentators and practitioners have avoided using it for fear of its potential unpredictability. Being controlled by the perception that ex aequo et bono brings irreconcilable uncertainties and undue exercise of authority by arbitrators, arbitration lawyers have not extensively investigated whether their negative understanding of ex aequo et bono can still be maintained in the current arbitration environment under the United Nations Commission on International Trade Law (UNCITRAL) Model Law regime. The main objective of this article is to suggest that arbitration lawyers' negative understanding of ex aequo et bono is not supported by adequate legal research. This article analyses the literature on ex

aequo et bono and identifies the gaps in the research.

Weiyi Tan, *Allowing the Exclusion of Set-Aside Proceedings: An Innovative Means of Enhancing Singapore's Position as an Arbitration Hub*

In some jurisdictions, parties who choose arbitration as a means of resolving their disputes can contractually waive the set-aside mechanism, thereby limiting the extent of judicial review that will be available after the award is issued. In recent years, parties and institutions have also shown an increasing interest in such contractual waivers because it is thought that reducing post-award challenges will increase the efficiency and finality of arbitration. However, the validity of contractual exclusions of set-aside proceedings remains a controversial issue. While some jurisdictions uphold the validity of such clauses, others have held that set-aside proceedings cannot be waived in advance, citing fundamental policy reasons. This paper analyses the reasons for each regime and explores whether laws that allow contractual exclusions of set-aside proceedings would be beneficial in the context of Singapore, particularly in enhancing its position as a choice seat for arbitration.

Sarah Alshahrani, *Ousting Choice of Law in International Contracts: Lessons from the Aramco Case*

This article examines the landmark Aramco case from a different perspective. It is not focusing on the outcome of the award, as the Saudi government lost this case and consequently prevents any arbitration against the government. Alternatively, this article focuses on ousting Islamic law as the choice of law clause. It thoroughly examines the argument favouring the "internationalisation" of contracts to prevent the application of the host state's law of developing states. The tribunal decision bears many lessons worth nothing.

Russell Thirgood & Erika Williams, *Arbitrating Down Under: Highlights and Lessons Learned from 2018 to 2019*

Australia is rapidly gaining ground as an attractive seat for international

arbitration, particularly within the Asia-Pacific region. The last financial year saw Australia's Courts taking steps towards further supporting the use of arbitration within Australia's wider legal framework for dispute resolution. This article considers some of the highlights from the 2018 to 2019 financial year case law involving arbitration.

From a review of the diverse range of decisions handed down in the 2018–2019 year, we have identified the key points in relation to arbitration agreements on the one hand and arbitral awards on the other, which we consider in detail in this article. In relation to arbitration agreements, we note that the High Court has adopted an orthodox approach to contractual interpretation by stating that arbitral agreements should be construed 'by reference to the language used by the parties, the surrounding circumstances, and the purposes and objects to be secured by the contract'. Further judgments make it clear that, in interpreting arbitration clauses, Courts are hesitant to refer disputes to arbitration where the dispute is not within the scope of the arbitration agreement. In relation to arbitral awards, we consider a number of decisions which highlight that there is a high threshold for parties seeking to set aside an arbitral award by virtue of alleged misconduct on the part of the arbitrator and that Courts may not enforce an arbitral award if an application to set aside that same award has been filed in the jurisdiction in which the award was made.

Abhishek Shivpuri, *Zenith Drugs v. Nicholas Piramal: Turning Back the Clock?*

The Supreme Court of India in the recent case of Zenith Drugs & Allied Agencies Pvt. Ltd. v. M/s Nicholas Piramal India Ltd. had to decide the issue as to whether the disputes raised by the appellant in a suit for recovery were covered by the arbitration clause and whether the parties, could be referred to arbitration. The primary issue with which the paper is concerned with is the manner in which the Supreme Court has dealt with the issue of fraud.