

Kluwer Arbitration Blog

The Contents of the Yearbook Commercial Arbitration, Volume XLVI (2021)

Stephan Schill (General Editor, ICCA Publications; Amsterdam Center for International Law, University of Amsterdam) · Monday, December 13th, 2021

Subscribers to [KluwerArbitration.com](https://www.kluwerarbitration.com) enjoy access to the [ICCA Yearbook Commercial Arbitration](#).

For the [second year](#), the Yearbook publishes a selection of awards rendered under the auspices of the Arbitration Institute of the Stockholm Chamber of Commerce, the SCC. The ten awards, rendered between February 2019 and April 2021, deal with a variety of substantive and procedural issues. Here are a few examples of what the awards cover.

One award dealt with the important issue of [interpreting SCC arbitration clauses](#) in a dispute in respect of the supply of hardware and software systems for mining cryptocurrencies. The sole arbitrator denied the claimant's argument that the contract containing the SCC arbitration clause was a nominal contract only, concluded for customs clearance purposes, and that the parties' relationship was governed instead by an earlier contract which did not contain an SCC clause. The arbitrator also found that the reference in the clause to the Arbitration Institute of the Stockholm Chamber of Commerce was a clear indication that the parties intended to make use of the arbitration rather than the mediation services of the SCC, and that therefore the clause was not ambiguous.

Another award, one of two published in the Yearbook, concerned the [effectiveness of the SCC Expedited Arbitration rules](#). The arbitrator held that the claimant could not withdraw his claim unilaterally after refusing to comply with the arbitrator's decision that he give security for costs in accordance with the Rules, a decision with which the claimant disagreed. Dismissing the case with prejudice, as provided for under the English *lex arbitri* that was applicable because of the London seat, the arbitrator stressed that any other course of action would undermine the arbitrator's authority to which the parties had agreed, and constitute an abuse of process. A claimant, he reasoned, should be prevented from withdrawing a case and allowed to reinitiate the case with a differently composed tribunal or arbitrator.

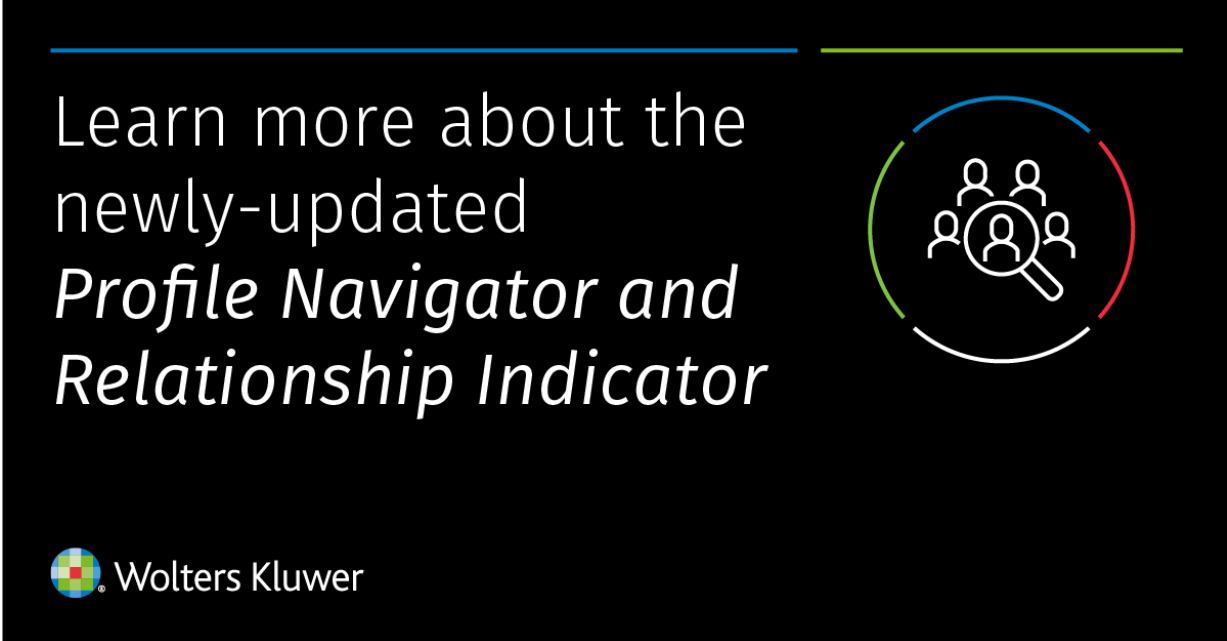
These materials will soon be made available on the [ICCA Focus on Sweden page](#) on the KluwerArbitration website. The Focus on Sweden is an initiative collecting all materials published in ICCA's Yearbook Commercial Arbitration and International Handbook on Commercial Arbitration highlighting Sweden as an important arbitration jurisdiction.

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