

Kluwer Arbitration Blog

The Contents of the Yearbook Commercial Arbitration, Volume XLVII (2022), Upload 1

Stephan Schill (General Editor, ICCA Publications; Amsterdam Center for International Law, University of Amsterdam) · Tuesday, April 26th, 2022

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The first upload of materials for the 2022 volume of ICCA's Yearbook Commercial Arbitration is now available in the KluwerArbitration database. It consists of 25 court decisions from 17 countries and includes, among others, an update of jurisprudence from El Salvador on the 1958 New York Convention, two decisions of the Court of Cassation of Qatar, and a decision rendered by the recently established Specialized Commercial Branch of the Civil Court of Tehran. Here are some of the highlights.

The Supreme Court of India in [Amazon](#) held that an interim award rendered by a SIAC emergency arbitrator was enforceable under the 1996 Indian Arbitration and Conciliation Act. It reasoned that the Act gave parties the freedom to refer disputes to the arbitral institution of their choice, and did not prohibit them from resorting to emergency arbitration. Hence, if the rules of the chosen arbitral institution provided for emergency arbitration, as was the case with the SIAC, the emergency award fell within the scope of the Indian Arbitration and Conciliation Act.

The Egyptian Court of Cassation, in an [October 2020 decision](#), found that it need not set aside a CRCICA award rendered in an international arbitration seated in Egypt on the ground that foreign lawyers had represented the parties. The Court reasoned first that this was not one of the grounds for annulment exhaustively listed in the Egyptian Arbitration Law, which mirrored the grounds for refusal of enforcement in the 1958 New York Convention. Further, it could not be a reason to annul the award on grounds of public policy, because the rules on party representation in arbitration did not pertain to public policy and thus did not supersede the provision in the Egyptian Arbitration Law allowing the parties to be represented by foreign lawyers.

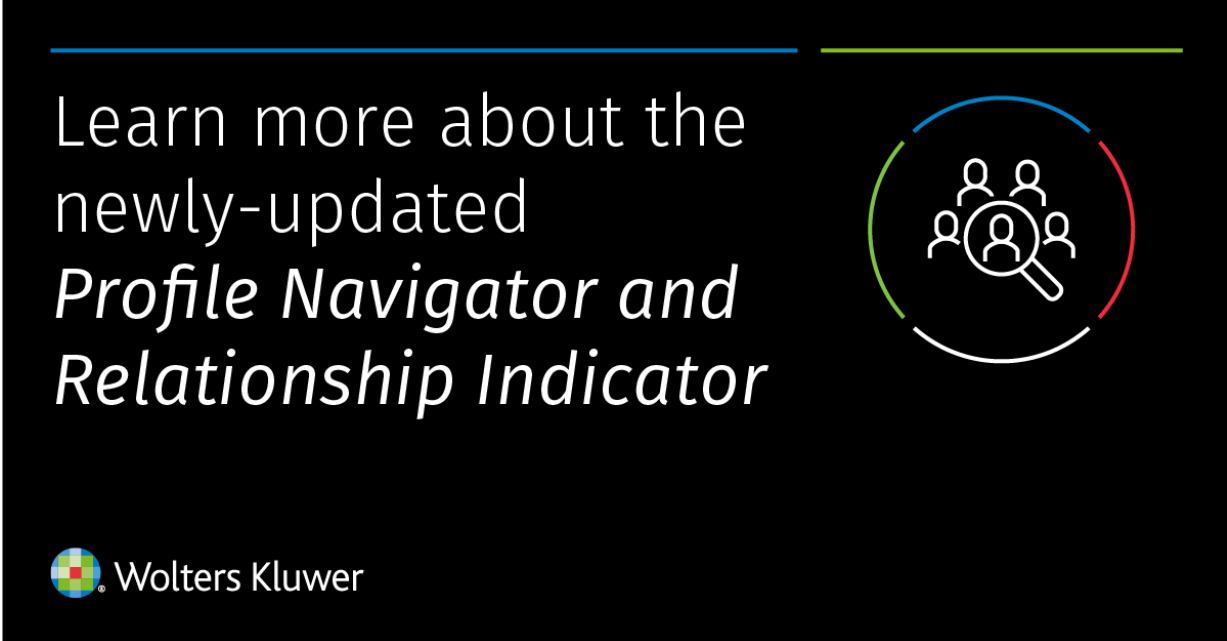
The Austrian Supreme Court concluded on [23 July 2020](#) that a VIAC arbitral tribunal had not acted unfairly in deciding that the arbitration hearing would be held via videoconference due to the COVID-19 pandemic. The Court reasoned that by allowing the administration of justice to continue despite the pandemic, the tribunal had not breached, but rather implemented the principles of a fair trial and the right to be heard laid down in Art. 6 of the European Convention on Human Rights.

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