

# Kluwer Arbitration Blog

## The Contents of the Yearbook Commercial Arbitration, Volume XLVII (2022), Upload 2

Stephan Schill (General Editor, ICCA Publications; Amsterdam Center for International Law, University of Amsterdam) · Friday, July 29th, 2022

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The second upload of materials for the 2022 volume of ICCA's Yearbook Commercial Arbitration is now available on the [KluwerArbitration](https://www.kluwerarbitration.com) website. It consists of 33 court decisions from 14 countries and includes, among others, 11 decisions rendered by the courts of the People's Republic of China on the 1958 New York Convention. Here are some of the highlights.

In an extensively reasoned decision, the [Constitutional Court of Colombia](#) scrutinized the constitutionality of the 2014 Bilateral Investment Treaty (BIT) between Colombia and France. It found the BIT to be constitutional on the condition that a joint interpretative declaration be adopted to ensure that the BIT complies with the principles of equality, legal certainty, and maintenance of the State's regulatory power contained in the Colombian Constitution. The Court also indicated that it would monitor continuously whether the BIT's interpretation by arbitral tribunals remained within constitutional limits.

Six decisions in four countries concern the enforcement of the SCC award in *Stati v Kazakhstan*, in which the tribunal, almost 10 years ago, had found Kazakhstan to have breached the Energy Charter Treaty. Kazakhstan since then is opposing enforcement, arguing that the award was obtained through fraud. In *Belgium*, the [Brussels Cour d'appel](#) found in favour of Kazakhstan. In *Luxembourg*, the [Supreme Court](#) reversed the [Court of Appeal](#), which had affirmed the grant of exequatur for the award, finding that certain evidence should have been discussed in adversarial proceedings. The [Court of Appeal](#) subsequently decided to stay the proceedings pending a criminal action on the falsity or authenticity of certain documents used. In *Italy*, by contrast, the [Corte di cassazione](#) found that the SCC award could be enforced and was not contrary to Italy's public policy. Similarly, in the *Netherlands*, the [Hoge Raad](#) allowed enforcement of the award, setting aside the decisions of the Amsterdam Court of Appeal, which had first stayed enforcement proceedings in order to await the outcome of parallel proceedings pending in England.

Finally, a decision of the [Supreme Court of the Czech Republic](#) is of note. In it, the Court found that arbitration agreements could be concluded in an exchange of emails even without qualified electronic signature. Emails, the Court explained, fulfilled the requirement that the agreement be in writing within the meaning of Art. II(2) of the New York Convention. The reference to "letters"

and “telegrams” in Art. II(2) was illustrative rather than exhaustive and included other forms of communication.

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The graphic features a dark background with white text and a circular icon. The icon depicts a group of stylized human figures, with a magnifying glass positioned over one of them, suggesting a search or investigation function. The text is arranged in a clean, modern layout, with the main title in a large, bold font and the company logo at the bottom left.

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