

Kluwer Arbitration Blog

The Contents of the Yearbook Commercial Arbitration, Volume XLVII (2022), Upload 3

Stephan Schill (General Editor, ICCA Publications; Amsterdam Center for International Law, University of Amsterdam) · Monday, November 21st, 2022

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A new upload of materials from the 2022 volume of the Yearbook Commercial Arbitration is now available in the KluwerArbitration database. The materials include ten unpublished awards rendered under the auspices of the Arbitration Institute of the Stockholm Chamber of Commerce between March 2019 and February 2022. Four of those arbitrations were conducted under the SCC Rules for Expedited Arbitrations.

The arbitrators dealt with a variety of issues, including disputes concerning works to [reduce the water inflow into a tunnel](#); compensation for extra construction work; payment of fees under a licensing agreement; the repayment of a loan pursuant to a loan agreement; [a non-compete clause](#); and sale and purchase agreements for chemical products and for shares in a company.

Three awards are of particular interest. First, an arbitral tribunal held that the closing conditions for the agreement to sell and purchase the shares in a company were not met, because [not all asbestos found in the property](#) owned by the company had been removed, but had only been encapsulated.

Second, a sole arbitrator found on the facts of the case that the estimate in the parties' agreement for the costs of the [development of an IT system](#) was not a price cap. This did not mean, however, that the developer could perform any work and be entitled to compensation – rather, it was for the developer to show that the time for which it claimed compensation was reasonable. This burden of proof was met in the case because the final costs did not exceed the estimate by more than 15 percent, the range of error in respect of estimates established in the governing Swedish law.

Finally, another sole arbitrator held, under English law, that the claimant had complied with the condition precedent that an attempt be made to [settle a dispute through negotiation](#) before commencing SCC arbitration, by sending a notice of dispute to the respondents and inviting them to reply. The arbitrator found that claimant was not required to go beyond that and did not have to propose a specific date, place, and format for negotiations, or chase respondents for a response.

These materials will also be made available on the [ICCA Focus on Sweden](#) section on the KluwerArbitration site. 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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The graphic features a black background with white text and a circular icon. The icon depicts a group of five stylized human figures, with a magnifying glass positioned over the central figure. The circle is composed of four colored segments: blue, green, red, and white.

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