

Kluwer Arbitration Blog

The Contents of the Yearbook Commercial Arbitration, Volume XLVII (2022), Upload 4

Stephan Schill (General Editor, ICCA Publications; Amsterdam Center for International Law, University of Amsterdam) · Thursday, November 24th, 2022

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A new upload of materials from the 2022 volume of the Yearbook Commercial Arbitration is now available on the [KluwerArbitration](#) database. It contains six unpublished awards rendered under the auspices of the International Chamber of Commerce.

The arbitrators dealt with a broad range of issues, including the arbitrability of employment disputes, the interpretation of arbitration clauses, and the application of the CISG and Rome I and II Regulations. The public policy exception in the 1958 New York Convention was discussed in two awards that I would like to highlight and commend for reading.

In [one case](#) concerning the termination of a distribution agreement in Greece, the arbitral tribunal noted that it was compelled to issue an enforceable award, and that a violation of public policy – in the narrow sense of a violation of the forum state’s fundamental notions of morality and justice – was among the grounds for refusal of enforcement under the New York Convention. However, the tribunal noted that in the present case there was no authority that provisions of Greek law that provided certain protections to distributors – such as a longer termination notice and payment of compensation in case the terminating party had exploited a situation of economic dependence – were a fundamental principle of Greek public policy.

In [another case](#), the sole arbitrator dismissed the respondent’s argument that the arbitration agreement between the parties was invalid as a matter of mandatory UAE law because the UAE Commercial Agency Law provided for the exclusive jurisdiction of the UAE courts over disputes between an agent and a principal. The arbitrator explained that, while the ICC Rules provided that arbitrators had to make every effort to ensure that the award was enforceable at law, and Art. V(2)(b) of the New York Convention provided that enforcement of an arbitral award could be refused on public policy grounds, these provisions did not import into each and every arbitration all public policy provisions of the different countries in which an award might be presented for enforcement. In the same award, the arbitrator also held that the deadline for objections to arbitral jurisdiction was determined by the law of the seat – in that case German law. The earlier date set by the ICC Secretariat for the parties to make known any jurisdictional objections was merely an administrative deadline.


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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 background is accented with horizontal lines in blue and green.

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