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# Kluwer Arbitration Blog

## The Contents of the Yearbook Commercial Arbitration, Volume XLVIII (2023), Upload 1

Stephan Schill (General Editor, ICCA Publications; Amsterdam Center for International Law, University of Amsterdam) · Wednesday, February 22nd, 2023

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The first upload of materials for the 2023 volume of ICCA's Yearbook Commercial Arbitration is now available on the [KluwerArbitration](#) database, with 27 court decisions from 12 countries. Here are some of the highlights.

The European Court of Human Rights in *BTS Holding v. the Slovak Republic* found that the refusal by the Slovakian courts to enforce an ICC award rendered in Paris amounted to a breach of Art. 1 of Protocol No. 1 to the European Convention on Human Rights. In reaching this conclusion, it held that the award – which was final and binding and had not been challenged at the seat – amounted to a “possession” within the meaning of Art. 1 of Protocol No. 1, and that refusal by the Slovak courts to enforce it amounted to an unlawful and disproportionate interference with that possession.

The upload reports on two French decisions in the *Sorelec* case. The [Cour de Cassation](#) upheld the decision of the [Paris Court of Appeal](#) that had set aside on public policy grounds an ICC partial award recording a settlement agreement, due to the settlement agreement being the result of corruption. The Supreme Court confirmed the Court of Appeal's reasoning that it was entitled to look for evidence of possible corruption in all the facts submitted to it, notwithstanding the reasons given by the arbitral tribunal in respect of those facts and irrespective of whether the corruption objection had been raised in the arbitration.

In two decisions rendered on 1 September 2022, the *Oberlandesgericht* Cologne held that, as a consequence of the 2018 *Achmea* decision of the European Court of Justice, the arbitration provision in Art. 26 of the Energy Charter Treaty did not constitute a valid agreement binding the parties to ICSID arbitration, because of the intra-EU nature of their relationship. Accordingly, it concluded that neither the ICSID arbitration proceedings commenced by [Uniper](#) and [RWE](#) based on Art. 26 ECT nor any other arbitration proceedings between the parties were admissible.

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