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# Kluwer Arbitration Blog

## The Contents of the Yearbook Commercial Arbitration, Volume XLIX (2024), Upload 1

Stephan Schill (General Editor, ICCA Publications; Amsterdam Center for International Law, University of Amsterdam) · Sunday, March 24th, 2024

The first upload of materials for the [2024 volume of ICCA's Yearbook Commercial Arbitration](#) is now available on the [KluwerArbitration](#) database, with 22 court decisions from 10 countries. Here are some of the highlights.

The Federal Court of Australia in *Devas et al. v The Republic of India* held that by becoming a Contracting State to the 1958 New York Convention, a State waives its sovereign immunity under Australia's Foreign Sovereign Immunity (FSI) Act in relation to proceedings for recognition and enforcement of foreign arbitral awards. The Court reasoned that a finding to the contrary, that is, allowing a Contracting State to oppose the recognition and enforcement of an award on the ground of foreign State immunity, would amount to a breach of the obligation under Art. III of the Convention.

In *Grain Power v Berezan Processing Plant*, the Grand Chamber of the Supreme Court of Ukraine found that a nonsignatory guarantor could rely on an arbitration clause in the underlying contract because by entering into the guarantee agreement it had become a party to the underlying contractual relationship, including the arbitration clause. Accordingly, the claim against the guarantor before the courts was dismissed based on the existence of the arbitration agreement, and the dispute referred to arbitration pursuant to Art. II(3) of the 1958 New York Convention.

In two conflicting decisions, the Supreme Judiciary Council of the Qatari Appeal Court addressed the question of whether an award could be set aside on the ground of public policy because the interest awarded by the arbitrators was in violation of Islamic (Shari'a) law. In a [first decision of 30 September 2019](#), the Qatari Appeal Court answered the question in the negative, refusing to set aside an award rendered under the rules of the Qatar International Center for Conciliation and Arbitration (QICCA) that had awarded interest. Departing from this approach, in a [second decision of 20 March 2023](#), the Court found that the granting of interest in the award violated Qatari public policy and accordingly set aside the relevant part of the award.

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