

Kluwer Arbitration Blog

Available Now: Latest Updates to the 2024 ICCA Yearbook

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The third update of materials for the 2024 Yearbook Commercial Arbitration is available on the KluwerArbitration database, with 29 court decisions from 13 countries. Here are some of the highlights.

In a dispute between the Turkish company Etrak Insaat Taahhüt Ve Ticaret Anonim Sirketi and Libya concerning the execution of a settlement agreement governing payment for construction work carried out by Etrak in Libya, which led to an ICC arbitration under the Libya-Turkey BIT, the German and French courts reached opposite conclusions on the enforcement of the resulting award. The [Munich Court of Appeal](#), in a decision later upheld by the [German Federal Supreme Court](#), denied enforcement of the award under Article V(1)(c) of the New York Convention. The Court of Appeal held that the settlement agreement did not qualify as an investment within the meaning of the BIT, because the payment obligation it created was not linked to a specific investment, as expressly required by the BIT. In contrast, the [Paris Court of Appeal](#) granted enforcement of the award, determining that the settlement agreement fell within the scope of the BIT and thus within the jurisdiction of the arbitral tribunal, as it established a payment obligation related to earlier investments (the construction work) undertaken on Libyan territory.

The Indonesian Supreme Court, in *PT Angkasa Pura II (Persero) v PT Ibad Amana Perkasa*, held that, under Article 72(4) of the Indonesian Arbitration Law, only appeals against decisions *granting* an annulment application are admissible, while appeals against court decisions *rejecting* an annulment application are inadmissible.

In two recent decisions, rendered on 5 and 27 July 2023, the Chilean Supreme Court granted recognition of two foreign awards, stressing that *exequatur* is not a merits instance, and that a court cannot in any way review the award or assess its correctness. In the [5 July 2023 decision](#), which concerned an award rendered in accordance with the Arbitration Rules of the Beijing Arbitration Commission, the Court further explained that an application for enforcement of an international arbitral award is governed by Chilean Law No. 19.971 on International Commercial Arbitration, and only complementarily by the Chilean Code of Civil Procedure. In the [27 July 2023 decision](#), regarding an award rendered in an arbitration seated in California, the Court also underlined the narrow meaning of public policy under Law 19.971, which only refers to the fundamental principles and rules of Chilean law.

The full decisions, including English translations and indexing, and additional decisions from Argentina, Australia, Austria, Belgium, Canada, Chile, France, Germany, Hong Kong, India,

Indonesia, Italy, Malaysia, Monaco, the Netherlands, Qatar, Switzerland, Tanzania, Ukraine, the United Kingdom, the United States, and the Court of Justice of the European Union are available by accessing the [Yearbook 2024 on Kluwer Arbitration](#).

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