ICSID has amended its Rules and Regulations. After conducting extensive consultations with governments, arbitration experts, and other parties, the ICSID Secretariat proposed a number of updating changes. The Administrative Council, ICSID’s governing body, approved the recommended reforms earlier this year. Among the significant changes are: hastening the preliminary phase of arbitral proceedings by allowing parties to seek provisional measures before the arbitral tribunal is constituted and advising them to file the equivalent of a motion for summary judgment; the publication of award excerpts; allowing greater access to arbitral proceedings by non-parties; allowing submissions by amicus parties; enhanced disclosure requirements for arbitrators, and limiting increases in arbitrator fees. (Story supplied by White & Case Arbitration Group begins on page 294.)

The violation of EU Competition law has been recognized as a basis for the denial of enforcement of international arbitral awards. The Court of Appeal of the Hague upheld a lower court decision denying enforcement of three U.S. arbitral awards because they were incompatible with Article 81 of the EC Treaty. Previously, the Paris Court of Appeal in SA Thalès had rendered a characteristically tolerant result, stating that—although EU competition law is a matter of public policy—an international arbitral award’s violation of competition public policy must be “flagrant, effective, and concrete” to lead to a denial of enforcement. The Dutch court decision is seen as a setback. (Story supplied by White & Case Arbitration Group begins on page 293.)

Christopher R. Drahozal, John M. Rounds Professor of Law at the University of Kansas and a contributing editor to WAMR, provides a thorough and well-reasoned essay on a recent Kansas state Supreme Court case. In its opinion, the court addresses the issue of arbitral jurisdiction and authority to rule on jurisdictional challenges and reaches a conclusion far out-of-keeping with standard views of compétence-compétence. (The Comment begins on page 296.)

The National Arbitration Forum (NAF) Case Summaries canvas recent U.S. decisional law on arbitration. The Case Summaries provide easy and accurate access to a great volume of case law. Their range is comprehensive, addressing matters like waiver, arbitral collateral estoppel and res judicata, the requirement of mutuality of obligation to arbitrate, service of process in arbitration, the arbitration agreement’s range of application, and arbitrator misconduct, among other issues. In particular, the NAF Case Summaries include a reference to Kristian v. Comcast Corp., 446 F.3d 25 (1st Cir. 2006), involving the enforceability of class action waivers in antitrust claims. (The NAF Case Summaries begin on page 286.)
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