

INTERNATIONAL COURT of ARBITRATION

Introduction

International Chamber of Commerce (*ICC*) plays prominent role at international level by promoting investment and trade of goods and services. It is not merely a private organization though it was created by handful of entrepreneurs as group of industrialists, financiers and traders were determined to bring economic prosperity to a world that was still reeling from the devastation of World War I and called themselves merchants of peace. The organization expanded from five countries to become a world business organization with member companies in more than 120 countries.

The International Court of Arbitration (**ICC Arbitration Court**) was **founded in 1923** which added impetus to the ICC as it has provided a distinctive functionality to the organization. The ICC **Courts provides dispute resolution mechanisms** in line with international business requirements considering the need of resolution which do not have state interference and provides juridical supervisions. **ICC Arbitration Court is the most preferred and widely used arbitration institution.**

The ICC Arbitration Court has developed dispute resolution mechanisms specifically **for international business disputes** as such disputes pose unique challenges, usually because the parties will be of different nationalities, implying varied linguistic, distance between nations, legal and cultural backgrounds. ICC arbitration is preferred to resolve issues of perceived or actual inequality for one party to submit to the courts of another party's home ground.

<p>What is ICC Arbitration Court?</p>	<p>ICC Arbitration Court is defined under Annexure I of the ICC Statute as an autonomous body; it carries out these functions in complete independence from the ICC and its organs. The function of the ICC Arbitration Court is to ensure the application of the Rules of Arbitration of the ICC (the <i>ICC Rules</i>), and it has all the necessary powers for that purpose. Accordingly, though it is called International Court of Arbitration of ICC it is an administrative body and does not adjudicate upon cases, but <u>exercise judicial supervision on the arbitration proceedings</u> and ensures the implementation of ICC Rules [Article 1(2)]. The awards are rendered by independent arbitrators appointed by the parties to the dispute.</p>
<p>What are the Rules governing ICC Arbitration Court and what aspect of arbitration they govern ?</p>	<p>The ICC's first rules of Arbitration were published in English and French in 1922. The ICC Rules are amended several times and there have been ten revisions, the recent one being made in 2011 and implemented on 1 January 2012. The ICC Rules govern the conduct of proceedings before ICC Arbitration Court from initiation till award is passed. ICC Rules regulate the filing of claims, the constitution of arbitral tribunals, the conduct of proceedings, the rendering of award and the determination of costs. The ICC Rules allow parties flexibility in terms of preferences of parties to dispute with respect to certain aspects of the proceedings such as the choice of arbitrators, the place and the language of arbitration.</p>
<p>How does one refer the dispute to ICC Arbitration Court?</p>	<p>The Parties can refer to any dispute if they have stated the ICC standard clause or such other clause in the arbitration or dispute resolution clause in the contract agreed between the Parties. The standard clause is available in various languages. It <u>is not mandatory for party seeking arbitration under ICC Rules</u> to be ICC member or to have any other affiliation with ICC. The requirement is that the parties to a contract, treaty, or separate</p>

	<p>arbitration agreement have agreed on ICC Arbitration. The party can be a company, state, state entity, international organization or individual.</p>
<p>How is the request for arbitration filed?</p>	<p>The Request for Arbitration must be filed with the ICC Secretariat for the ICC Arbitration Court at ICC Headquarters. The request must include</p> <ol style="list-style-type: none"> a) name, description and address of each of the parties; b) (b) a description of the nature and circumstances of the dispute giving rise to claims; c) a statement of the relief sought including any compensation claimed, if required ; d) the copy of relevant contract and arbitration agreement; e) all relevant particulars concerning the constitution of the Arbitral Tribunal; f) any preference for place of arbitration, the applicable rules of law and the language of the arbitration. <p>The Request must be filed with enough copies for each respondent party, each arbitrator and the Secretariat. The Request must also be accompanied by some fees as an advance payment on administrative costs.</p>
<p>Which sectors or disputes can be referred for arbitration under ICC Rules to ICC Arbitration Court?</p>	<p>ICC Rules have been formed to be used in all sectors and for all types of disputes and hence there is no limitation on which type of industry or business sector can seek arbitration under ICC Arbitration Court.</p>
<p>What is the language of proceedings under ICC Arbitration Court?</p>	<p>There is no language limitation. The proceedings can be conducted in any language that the parties may agree to in their respective contract. As per Article 20 of ICC Rules, the arbitral tribunal shall determine the language/s of the arbitration in the absence of an agreement by the parties and all</p>

	<p>relevant circumstances including the language of the contract shall be given consideration while deciding the language of proceedings.</p>
<p>Where is the arbitration proceedings conducted under ICC Rules?</p>	<p>Article 18 states that the seat of arbitration and place of hearing can be anywhere as agreed between the parties. If it is not agreed between the parties, the arbitral tribunal may, after consultation with the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.</p>
<p>Which rules applies while adjudicating the dispute?</p>	<p>The rules of proper law of contract can be national law of the country of one party or of other party to contract or it can be international or general principles of law. As per Article 21 of ICC Rules <u>in the absence of any such agreement arbitral tribunal shall apply the rules of law which it deems to be appropriate.</u></p>
<p>What are the applicable rules to the proceedings of arbitration?</p>	<p>As per article 19, ICC Rules shall govern the proceedings and if the same is silent on any issue, the rules which the parties agree on and failing which the rules that is agreed by arbitral tribunal shall apply, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.</p>