Obinna Dike*

ABSTRACT: *Delocalisation of international commercial arbitration is a concept which has its foundation in the autonomy of parties. Conceptually, delocalisation seeks to detach an international commercial arbitration from any form of control by the law of the place in which the seat of the arbitral tribunal is located. In other words, delocalisation is a concept which postulates that once parties to international arbitration have chosen the law governing their commercial relations in the arbitration agreement, arbitral proceedings arising out of such exercise of autonomy should operate supra-naturally'. Can an arbitral tribunal effectively conduct its proceedings independently of national laws or the jurisdictional influence of the courts of the seat of the arbitral process? This paper seeks to examine the concept and purport of delocalisation as a phenomenon in international commercial arbitration. The paper also considers the extent to which the proceedings of an arbitral tribunal may be insulated from the influence of national law and judicial system of the seat of the arbitral tribunal. Is delocalisation a mere theoretical conjecture in international commercial arbitration or does it find a practical application within international commercial arbitral process? The paper seeks to examine this concept and will attempt to answer these questions one way or the other.*

1.00 INTRODUCTION

The concept of delocalisation appears to be subject to different and sometime confusing interpretations. To some[1], delocalisation means or provides a solution to the conflict of laws problem in international law by resorting to the lex mercatoria in resolving international commercial disputes. That is, delocalisation is simply the adoption of the general principles of laws which apply to merchants or rules which are common to transnational commercial transactions. But to some others[2] delocalisation of international commercial arbitration contemplates a 'supra-national' arbitral proceeding free from all vestiges of national laws and institutions including national courts of the seat of arbitration. Put simply, delocalisation shields

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[1]Wiener, J., 'The "Transnational" Political Economy: A Framework for Analysis', published at http://www.jus.uio.no/lm/the.transnational.political.economy.a.framework.for.analysis', P. 5. Accessed on 20th April, 2009.

[2]Pryles, M., 'Limits to Party Autonomy in Arbitral Procedure' http://www.arbitrationicca.org/media/0/12223895489410/limits_to_party_autonomy_in_international_commercial_arbitration.pdf, P. 6. Accessed on 20th, April 2009.

an arbitral process from any form of control or

connection with the legal system of the seat of arbitration. This is the general and popular parlance in which the concept of delocalisation is used in international commercial arbitration. This paper will examine this subject based on this popular notion of delocalisation. The concept of delocalisation has its roots in the doctrine of party autonomy. Party autonomy in international commercial arbitration constitutes the basic and most fundamental principle of arbitration. Party autonomy is the general recognition of the 'unfettered' rights of parties to determine how their dispute may be resolved including rights to choose law applicable to their dispute.[3] This freedom also allows parties the liberty to choose the seat of the arbitral process or the lex fori, procedural rules governing the arbitral tribunal, who the arbitrator(s) are or will be, amongst others.

The central concern of this paper is however, to determine in practice, the capacity of this ubiquitous power of parties to international commercial arbitration to exclude the applicability of national laws to the process of arbitration. Put differently, the burden of this paper is to determine the extent to which the arbitral proceedings can be initiated, heard, concluded and enforced 'supra-nationally'. The author's approach will be to consider and critically examine the entire gamut of international commercial arbitration proceeding with a view to determining how and to what extent an arbitral tribunal can fulfil its mandate independent of national institutions of the seat. The paper will conclude with a finding as to whether delocalisation of arbitral process in international arbitration is a phantom concept or a reality.

1.1 **Delocalisation and Party Autonomy**

Central to the subject of arbitration, is that parties to arbitration have the discretion to determine how any dispute, (present or future) which arises from their commercial transaction will be determined. This is the single most fundamental benefit of arbitration. The freedom that parties have to determine who to entrust with the responsibility of resolving their differences is crucial to arbitration. The parties may choose to submit their dispute to ad hoc arbitration or to institutional arbitration. They also have the discretion to choose the seat of the arbitral tribunal, the applicable law to the dispute, and the rules of procedure. However, is the autonomy of parties

[3] Redfern, L., Hunter, M., et al, '*Law and Practice of International Commercial Arbitration'* (4th ed.) (London, England: Sweet & Maxwell, 2004) P111.

to take far-reaching decision on how their dispute is to be resolved unfettered? Generally, parties' rights to take decisions respecting their dispute will be subject to laws of the seat of the arbitral tribunal.[4] Subject to the law on arbitrability and other mandatory provisions of the seat, party autonomy may be circumscribed by the public policy of the seat of arbitral tribunal or the laws of the country of enforcement. In other words, parties are at liberty to take any decision as to how their dispute may be revolved provided no legal rule or policy of the seat or place of enforcement is breached[5]. This is where delocalisation comes in to detach the arbitral process from procedural and substantive body of rules of the place of arbitration. How does delocalisation work in practice?

2.00 DELOCALISATION: HOW IT WORKS

The practical manifestation of delocalisation international commercial arbitration will be discussed under this head buy considering the stages of arbitral proceedings. That is, from commencement of an arbitral proceeding, the substantive hearing, conclusion to enforcement of arbitral award. Before proceeding, it is important to note that the author's consideration of the concept of delocalisation is with particular respect to ad hoc arbitral proceedings. In institutional arbitration, most institutions like the International Chamber of Commerce (ICC) and the International Centre for Settlement of Investment Disputes (ICSID) have administration mechanisms for addressing some of the challenges that an arbitral tribunal may face in the course of discharging its mandate.[6] Thus, to this extent, arbitral proceedings held in ICC may have some element of detachment from national laws of the seat of arbitral tribunal. Author will proceed to consider whether an ad hoc arbitral tribunal can achieve this detachment from the pervading presence of national law in the life of an arbitral proceeding.

2.1 Before the Commencement of Arbitration

Once a dispute has arisen and before the tribunal is constituted, it may be necessary to take preliminary measure like preservation of evidence or protection of a party's right or an asset from

[4] Ibid, at p. 113.
[5] Cato, D.M., '*The Sanctuary House Case: An Arbitration Workbook*', Vol.1, (London, Great Britain: LLP Limited, 1996).p .7.
[6] Aschehoug, T., *'International Commercial Arbitration: Party Autonomy and Mandatory Rules'*, (Oslo, Norway: Giuditta Cordero Moss Publishers, 1999). P.87

being dissipated before the tribunal assumes jurisdiction over the dispute. If parties wait till a tribunal is constituted, commercial interest of any of the parties may be irreparably damaged. In this circumstance, most national laws provide that courts have jurisdiction to grant interim reliefs. This court intervention is not incompatible with party autonomy. The constitution of arbitral tribunal is an important aspect of international commercial arbitral process. Invariably, this is about the fundamental part of party autonomy. Selection of arbitrators sometimes becomes contentious in the face of a life dispute. Usually, the Respondent may be unwilling to appoint an arbitrator or refused to agree with the Claimant on the appointment of a sole arbitration. In this circumstance, the resolution of the impasse may prove critical to resolving the dispute. The situation is worse where there is no appointing institution by the prior agreement of the party. What options are open to the claimant in the circumstance? How does the Claimant secure the constitution of the tribunal despite the non-co-operative disposition of the respondent?

In a delocalised international arbitration where parties elected not to relate the dispute to the legal system of the lex fori, the uncompromising attitude of the respondent may spell doom for the arbitral process. The scenario is however, different in institutional arbitration like ICSID and ICC where, under the rules, appointment will be made by the institution or resolved one way or the other. In this kind of situation, Section 11(4) of The Model Law recognises the crucial role which the court will have to play to ensure that the arbitral process is not stalemated[7].

The above scenario captures the danger to which ad hoc arbitration is vulnerable to but which can easily be remedied by the court of the seat of the arbitration. The relationship between the legal system of the seat and the arbitral process should be complementary. For instance in the case of Cangene Corp. V. Octapharm AG[8], it was the claimant who attempted to jettison the agreement to arbitrate by opting to go to the High Court of Manitoba, the Defendant raised objection on the grounds of the arbitration agreement. In referring parties to arbitration, the court examined the agreement to arbitrate and held it valid. The court further stated that under the local arbitration Act, referral of parties is mandatory unless where the court makes a finding that the agreement is null and avoid. This case has been brought in to show how the court saved the arbitral processes in this case by ordering parties to take steps to constitute the tribunal. Similarly,

[7] Lew, J.D.M., et al, '*Comparative International Commercial Arbitration*', (The Hague, The Netherlands: Kluwer Law International, 2003).
[8] Manitoba Court of Queen's Bench (Morse J.) (2000 MBQBIII; [2000] 9 W.W.R.606).

in Dalimpex Ltd and Janicki[9], the parties chose "the College of Arbitrators/Arbitration Court at the polish Chamber of Foreign Trade in Warsaw" which has ceased to exist at the time the dispute arose. One of the parties applied to the High Court of Ontario for a determination whether the arbitration clause can be interpreted to admit the successor-body to the arbitral institution. The court answered this question in the affirmative and referred the parties to arbitration. Again in the case of National Iran Oil Company v. State of Israel[10], the Paris Court of Appeal, in order to avoid denial of justice ordered the appointment of arbitrator despite the fact that France's statutory requirements for a French arbitration were not met.[11] This is how important the role of the court of the seat can be in complementing the decision of parties who have decided for arbitration. The exception for this is a seat whose legal system is unfriendly to arbitration. However, this exception does not warrant a blanket repudiation of the symbiotic relationship between the court of the seat and the tribunal. Forum shopping is a better idea in the circumstance.

2.2 After Establishing the Tribunal

The parties may cooperate and constitute the arbitral tribunal without the above picture playing out as painted. Upon establishment, the tribunal assumes jurisdiction over the parties and proceeds to discharge its mandate. The tribunal will face some preliminary issues. Such preliminary issues may include:

2.2.1 Jurisdictional Challenge

Jurisdictional challenge may be partial or total. Generally, every tribunal, under the competence-competence rule has jurisdiction to determine whether or not it has jurisdiction. Consequently, whether the challenge to jurisdiction is partial or total, a tribunal is competent to decide on the issue and to proceed to hear the dispute or to decline to hear the matter for want of jurisdiction. However, what happens where the competence-competence rule is not recognised under the substantive law or procedural rules of the seat? The tribunal may choose to disregard the provision of the legal provisions and proceed with the matter. On the other hand, complementary

[9] Alvarez, H.C., '*Model Law Decisions: Cases Applying the UNCITRAL Model Law on International Commercial Arbitration'*, (The Hague, The Netherlands: Kluwer Law International, 2003).
[10] 35 ILR, 136, (1967) p.19.
[11] See Lew, J.D.M., et al, supra note 7 at P.243.

relationship with the legal system of the seat of the tribunal is advised[12]. This is likely to work in favour of the arbitral process and its award better. They could also be a downside but as stated earlier, it is the duty of parties to arbitration agreement to ensure that the legal system of the seat selected is receptive to arbitration.

2.2.2 *Impertinence of the Arbitration*

An Arbitrator may show impertinence where, the Arbitrator exhibits manifest bias against one of the parties or where it is clear that the Arbitrator is incapable of discharging his mandate on grounds of ill-health or professional incompetence. In any of these circumstances, external assistance may be required to avoid a stalemate. In institutional arbitration, an arbitrator may be removed where good cause exists to do so. This is usually provided under the rules of the institution concerned. However, in a delocalised ad hoc arbitration, the only option is that the aggrieved party is compelled to bring the application to remove the arbitrator before the tribunal except the Arbitrator voluntarily withdraws from the proceeding. But where this does not happen, the proceedings will become deadlocked by the refusal of the arbitrator to withdraw from the proceeding. In ad hoc arbitral proceeding, the role of the court will be crucial to save the arbitral Process.

2.2.3 *Hearing: Interim Measures*

Some issues may arise in the course of arbitral proceedings which may only be properly dispensed with otherwise than by the arbitral tribunal itself. A bilateral agreement is binding only on the parties to the agreement. The implication of this is that an arbitral tribunal may not have jurisdiction to make interim orders to bind a third party. For instance, in the course of an international commercial arbitral hearing, it may be necessary to make preservative orders to preserve money in a bank or items which may be in the possession of a third party to the arbitral process. What can the tribunal do in the circumstance? If the tribunal makes an order directed or to bind a non-party to the arbitration, to act in favour of the proceeding, how will such an order be enforced? It suffices to say at this stage that it is difficulty conjecture how the tribunal can discharge its mandate in a situation of strict detachment from the national laws of the seat of the arbitration

[12] Newman, L.W., Hill, R.D.,(eds) *'The Leading Arbitrators' International Arbitration'*, (2nd ed.) (New York, United States of America: Juris Publishing, Inc., 2008).p.147.

Similarly, a material document may be in the custody of a non-party to the arbitral proceeding. And where that third party declines the invitation of the tribunal to produce such document, the arbitral tribunal cannot compel attendance for want of jurisdiction. The proceedings may thereby be impaired.

2.2.4 *After an Award*

An arbitral tribunal ceases to exist once it has rendered its award. However, the award rendered by such tribunal is not self-enforcing. In other words, the successful party must take some steps to get the award recognised and enforced in the place where the award is sought to be enforced. It is the legal system and the court of the place of enforcement that must act in favour of the award if the successful party will benefit from the fruits of the award. So, at every stage of an arbitral process particularly ad hoc arbitration, the courts are very crucial to the actualisation of the choice of the parties to go to arbitration. The author will proceed to consider attitudes of various jurisdictions to the concept of delocalisation.

2.3 Domestication of Delocalisation in Certain Jurisdiction

Following the increased recognition of arbitration by transnational corporations as a quick, costs effective and more confidential way of dispute settlement, some countries have tried to reform their arbitration laws to make them more arbitration friendly. These reforms intended to de-emphasize the role of national institutions of the countries concern. Such countries were considered to have recognised delocalisation of international commercial arbitration.

First among these countries is Belgium. It was the first countries to experiment with delocalisation of international commercial arbitration. In 1985, Belgium amended its Code Judiciaire to the effect that awards of an arbitral tribunal in international commercial arbitration cannot be challenged in Belgian courts.[13] This amendment was done to make Belgium a destination of choice in arbitration. Ironically, this amendment failed to produce the expected results. Investors become scared of the potential dangers of submitting their disputes to tribunals which is not subject to any form of judicial guidance. The law was consequently amended.[14] One

[13] See Redfern, L., Hunter, M., et al, supra note 3 at p.108.
[14] Ibid.

important lesson that can be learnt from the Belgium experience is that business managers, in as much as they want expeditious determination of their dispute, also understand the enormous business risk of choosing a seat of arbitration which lacks the capacity to provide the tribunal with necessary guidance and direction in appropriate cases. Absolute powers could have disastrous business implication if unrestrained. The IPCO v. NNPC arbitration is a good example.[15] The point about the IPCO case is not that Nigerian courts do not compliment an arbitral proceeding. The point is that the award reached by the tribunal has become so controversial and have been roundly criticised due to some reliefs granted by the tribunal. It is doubtful if that case is an example of a delocalised arbitration, the point is that there was no interference from Nigeria during the proceeding. Award has been rendered in that case but the successful party was only able to secure partial enforcement. The author's view is that arbitral process needs close monitoring and any thorny issues should be resolved (by court if necessary) at the preliminary stage to avoid a situation where the final award will be deadlocked as in the present case.

On the other hand, there are countries which have adopted a more realistic approach in protecting arbitral tribunals domiciled within their jurisdiction. In countries like France and Switzerland, national courts play some supportive roles. The arbitration laws provide that a Federal Court/tribunal which is urged to defer to arbitration should do so unless there is patent ineffectiveness of the arbitration agreement. Again, in the United States (US), the jurisdiction of national courts is not totally excluded as in the Belgian case. The US has a single legal framework for arbitration whether domestic or international commercial arbitration which defines national courts' relations with arbitral tribunal.[16] The relationship is essentially supportive of the arbitral process while at the same time making sure that basic legal provisions are not discountenanced.

Under the Nigerian Arbitration and Conciliation Act,[17] a supportive role is assigned to the High Courts. The courts traditionally defer to arbitral tribunals when there is a prima facie evidence that the dispute between the parties is subject to an arbitration clause. Normally, the court adjourns the proceedings before it indefinitely to allow the parties to exhaust the arbitration option. Additionally, the Arbitration Act empowers the court to intervene and make such orders

[15] Ibid, at p. 109.
[16] Park, W.W., 'The Specificity of International Arbitration: The Case for FAA Reform', VJTL. Vol. 36:1241 (2003). P. 1247.
[17] Laws of the Federation of Nigeria, Cap.19,1990.

necessary to ensure that the arbitral tribunal mandate is not aborted. For instance, Section 7 (1) provides that where parties' fails to agree on the appointment of arbitrator(s) for the tribunal, the court shall, upon application by one of the parties appoint arbitrator(s) for the parties. Again, application for witness summons and other ancillary orders which involve a non-party to the arbitral process issues from the court.

3.00 RATIONALE FOR DELOCALISATION

Arguments have been advanced in support of delocalisation of international commercial arbitration. And considering that delocalisation is gaining popularity particularly amongst international arbitrators, it will be appropriate to examine in details the argument in favour of delocalisation.

3.1 The Will of the Parties should be respected

It is quite reasonable to argue that once business managers, experienced in every respect, have taken a decision on how best to manage their dispute; such expression of choice should be respected by third parties including institutions of State. As noted earlier, autonomy of parties is the substratum upon which the edifice of delocalisation is founded. That is true. It is also established legal principle in all jurisdictions that rights, including the right to life are not absolute. Parties' freedom to decide ways of dispute resolution should be balance with the equally important State's obligation to prescribe standards. This is particularly crucial when viewed from the fact that national institutions are not erected on the assumption that thing will always work right or that the citizens will not run fowl of the law at one point or the other. This is the assumption that delocalisation makes.[18] That arbitral process will always run smoothly. That may not always be the case. The rules of the seat thus provide a default option to manage the unexpected.

3.2 Commercial Interests

As part of the argument in support of delocalisation, detachment of arbitral proceedings is an expression of commercial men's rejection of the rigid and sometimes very slow judicial process.

[18] Blackaby, N., et al.,(eds.) *'International Arbitration in Latin America'*, (Hague, The Netherlands: Kluwer Law International, 2002). P. 187.

Time and confidentiality of business secrets is priced in international commercial transactions. Decision to arbitrate is usually due the desire for a flexible, informal and private dispute resolution mechanism where parties' preferences will determine the course of the proceedings.

However, it is crucial to note that arbitral tribunals sometimes face complex issues; consequently, errors of law or of fact are expected. The result of these errors may prove to be too costly for parties. Again, arbitral tribunals may exceed their mandate without the opportunity of being corrected by any supervisory body. The situation is different in judicial proceeding because of the availability of exhaustive rules and precedents which may be resorted to for guidance. There is also the benefit of superior courts which sit in supervisory jurisdiction. More so, arbitral awards, once handed are not readily voidable. It is therefore in the interest of commercial men to ensure that arbitral tribunals reach a reasoned, fair and balanced decision.

3.3 Rationale for Judicial Control

In Salini v. Ethiopia[19], the tribunal, faced with the option of insisting on parties' mandate as the sources of its jurisdiction, said that arbitration agreements do not have validity independent of a legal order. It stated further that an arbitration agreement derives its binding force from being recognised in one or more legal orders. The author views this dictum as presenting the necessary balance for a fair, valid and sustainable award. The position of the tribunal in this case was quite commendable in view of fierce and frontal attack on its jurisdiction by the Respondent in that case.

It is important to note that no rivalry is necessary between the judiciary and an arbitral tribunal of the seat of arbitration or the enforcement state. Both can complement each other. It has earlier been noted that arbitral awards are said to be final and binding on the parties. This fact is worthy of note for two reasons. Delocalisation doctrine may, in certain cases, limit the opportunity of a reasoned fair and valid award. Except in jurisdictions where the legal system is not arbitration friendly, arbitral tribunals should welcome judicial supports. This may help the tribunal to arrive at a better award which may be difficult to challenge by litigious Respondents. Secondly, this will prevent unnecessary waste of time in seeking to annul an arbitral award. The benefits of

[19] ICC Arbitration., Salini Constructori S.P.A. v. The Federal Democratic Republic of Ethiopia and Anor, Case No.10623/AER/ACS (2001)
https://my.dundee.ac.uk/webapps/portal/frameset.jsp?tab=courses&url=/bin/common/course.pl?course_id=_20191_1&frame=top . p.2.

delocalised proceedings such as speed and party autonomy could be worthless in face a bad award.

Again, it is important to also note that national courts have advantages not enjoyed by arbitral tribunals.[20] The hierarchy of courts permits review of judicial decisions. The national courts also have the benefits of established rules and judicial precedents to guide the courts in future determination of disputes. The national judicial systems have mechanisms to discipline erring judicial officers. International commercial arbitration particularly ad hoc arbitration does not enjoy this privilege. At times, this may have a down side risk of undue delays in judicial determination of dispute, but justice delayed is better than denial of justice.

4.0 CONCLUSION

Attempt has been made to demonstrate the importance of a delocalised international commercial arbitration. Respect for party autonomy is fundamental to arbitral process. However, it has also been shown that there is strong link between an arbitral proceeding and the place where the tribunal is seated. This linkage can be adapted to aid the course of an arbitral tribunal's mandate. It is also clear from what has been discussed in this paper that conflicts of roles often arise between the national courts of the seat of the arbitral tribunal and the tribunal itself. These conflicts can arise due to two reasons. Conflict may arise where the arbitration law of the seat is not international commercial arbitration friendly. Conflicts can also arise due to lack of understanding of the symbiotic relationship which is possible between an arbitral tribunal and the courts of the seat. An arbitral proceeding can sometimes be concluded without hitches. But this does not always happen. For this reason, the supportive role of courts of the seat of the tribunal is very important and may determine the success or failure of an arbitral process. The courts, with their coercive powers can be useful in bringing a tribunal to being. The exercise of these powers, which an arbitral tribunal lacks, can be very critical to a successful hearing and award enforcement. More importantly, an arbitral tribunal becomes *functus officio* and thus dies once an award is handed out. But to reap the fruits of the award, national system(s) of laws are

[20] Nilprapunt, P., 'Judicial Control over International Commercial Arbitration (2004)', /www.lawreform.go.the/; Accessed on 25th April, 2009.

required to deal with pre- enforcement issues. Following these, it is hard to see any benefit of a delocalised ad hoc arbitral process which can equate the enormous gain of a court assisted arbitral process. A run away tribunal is a risk to both the parties to the dispute and any legal system which seats the tribunal or which is or will be called upon to utilise its legal instruments to enforce an award which may turn out to be offensive to its legal norms or public policy. And as to whether delocalisation is a phantom concept in ad hoc arbitral proceeding, the author submits that delocalisation hardly can find any practical application considering the fact that every arbitral tribunal must have its seat within a legal system. And once located in legal system, derives its legality from the recognition of that system and the system of the place of enforcement. Also, since the legality of any agreement including an agreement to arbitrate is determined by national laws, there cannot be true delocalisation in ad hoc international commercial arbitration.

BIBIOGRAPHY

1. PRIMARY SOURCES

International Decisions

Cangene Corp. V. Octapharm AG (2000 MBQBIII; [2000] 9 W.W.R.606).

Dalimpex Ltd and Janicki (2000) (Unpublished: see Alvarez, H.C., at 65)

IPCO (Nigeria) v. Nigeria National Petroleum Corporation [2008] WLR (D) 324

National Iran Oil Company v. State of Israel 35 ILR, 136, (1967)

Salini Constructori S.P.A. v. The Federal Democratic Republic of Ethiopia and Anor, Case No.10623/AER/ACS (2001) > https://my.dundee.ac.uk/webapps/portal/frameset.jsp?tab=courses&url=/bin/common/course.pl?course_id=_20191_1&frame=top

2. SECONDARY SOURCES

Books

Alvarez, H.C., *'Model Law Decisions: Cases Applying the UNCITRAL Model Law on International Commercial Arbitration'*, (The Hague, The Netherlands: Kluwer Law International, 2003).

Aschehoug, T., '*International Commercial Arbitration: Party Autonomy and Mandatory Rules'*, (Oslo, Norway: Giuditta Cordero Moss Publishers, 1999).

Blackaby, N., et al.,(eds.) '*International Arbitration in Latin America*', (Hague, The Netherlands: Kluwer Law International, 2002).

Cato, D.M., '*The Sanctuary House Case: An Arbitration Workbook*', Vol.1, (London, Great Britain: LLP Limited, 1996).

Lew, J.D.M., et al, '*Comparative International Commercial Arbitration*', (The Hague, The Netherlands: Kluwer Law International, 2003).

Newman, L.W., Hill, R.D.,(eds) '*The Leading Arbitrators' International Arbitration*', (2nd ed.) (New York, United States of America: Juris Publishing, Inc., 2008). P.163

Redfern, L., Hunter, M., et al, 'Law and Practice of International Commercial Arbitration' (4th ed.) (London, England: Sweet & Maxwell, 2004).

Articles

Park, W.W., 'The Specificity of International Arbitration: The Case for FAA Reform', VJTL. Vol. 36:1241 (2003).

3. **OTHERS**

Internet

Nilprapunt, P., 'Judicial Control over International Commercial Arbitration' (2004), >www.lawreform.go.the Accessed on 25th April, 2009.

Pryles, M., 'Limits to Party Autonomy in Arbitral Procedure' **http://www.arbitration-icca.org/media/0/12223895489410/limits_to_party_autonomy_in_international_commercial_arbitration.pdf .** Accessed on 20th April, 2009.

Wiener, J., 'The "Transnational" Political Economy: A Framework for Analysis', http://www.jus.uio.no/lm/the.transnational.political.economy.a.framework.for.analysis Accessed on 20th April, 2009.