Esin Attorney Partnership.

Esin Arbitration Quarterly

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Editor’s note

With winter well on its way and 2023 drawing to a close, developments in the arbitration world continue to unfold. For the 10th issue of the Arbitration Bulletin, we compiled interesting court decisions and news about the developments in arbitration. Let’s take a closer look at these decisions and news.

1. Significant court decisions in the last trimester concerning arbitration

1.1 Decision of the 6th Civil Chamber of the Court of Cassation on the scope of the arbitration award[1]

The underlying dispute between the local administration ("**Administration**") and the contractor company ("**Contractor**") was in relation to an agreement for the renovation of the irrigation systems of a dam in Türkiye. The Contractor initiated arbitral proceedings against the Administration and succeeded in obtaining an award in its favor. The Administration then applied to the regional court of appeals to set aside the arbitral award in Türkiye claiming that the arbitral award was in breach of the public policy. The Administration claimed *inter alia*, that: (i) the arbitral tribunal had exceeded its authority by *per se* deciding on the past progress payments and how the Administration should pay the future progress payments in the absence of a request from the Contractor in this regard; (ii) the arbitral award had ambiguities; and (iii) the commencement date for the interests to be accrued was not specified.

In response, the Contractor contended that it had requested that the tribunal determine how the progress payments were to be made under the agreement and the tribunal rendered an award based on this claim. The Contractor further stated that since the Administration did not rely on any grounds to set-aside the arbitral award provided in the International Arbitration Law numbered 4686 ("**Law no. 4686**"), the Administration's case should be dismissed.

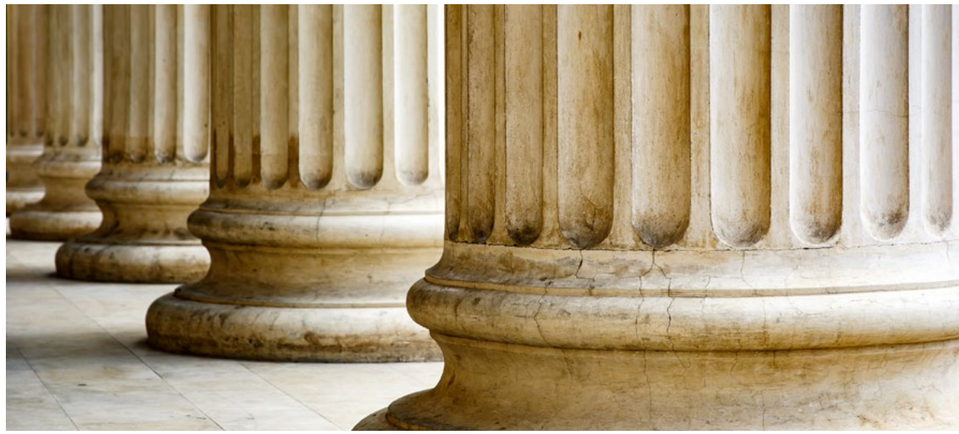
The regional court of appeals ruled that the tribunal's award on merits was rendered in accordance with the Plaintiff's requests, and there is no ground for set-aside under Law no. 4686. Moreover, the regional court of appeals stated that it could not review the Contractor's claims regarding the award on the payments as they were intricately related to the merits of the dispute. With respect to the Administration's claim on the interest, the regional court of appeals held that the arbitral tribunal awarded for interest although the Plaintiff had not claimed for interest. Therefore, the regional court of appeals determined that the award on interest was contrary to public order, and partially annulled the arbitral award. The Contractor appealed the decision of the regional court of appeals. The Court of Cassation adopted the same reasoning as the regional court of appeals and upheld its decision, thereby dismissing the Contractor's appeal.

1.2 Decision of the 9th Civil Chamber of the Adana Regional Court of Appeals on the local court's interim attachment decision before the initiation of the arbitration proceeding[2]

The dispute between the parties arose from contracts for the sale of sunflower oil. The supplier applied to the court of first instance for an interim attachment of the debtor's assets because the sale price of approximately USD 20 million had not been paid. The first instance court granted the interim attachment, finding that the supplier met the legal requirements to obtain it. The debtor appealed the first instance court's decision, arguing, *inter alia*, that the sale contracts contained an arbitration clause and that the dispute should therefore be resolved by arbitration. The first instance court rejected the debtor's objections.

The debtor appealed the first instance court's decision to the regional court of appeals, arguing, *inter alia*, that: (i) the dispute between the parties should be resolved by arbitration; and (ii) the supplier had not initiated the arbitration proceedings within 30 days of the issuance of the attachment decision and, therefore, the interim attachment was automatically revoked by law.

The regional court of appeals held that the first instance court has the authority to issue an interim attachment or interim injunction decision before or during the arbitral proceeding, as provided by Law no. 4686. The regional court of appeals, therefore, concluded that the supplier's application to the first instance court for interim attachment was not contrary to the arbitration agreement between the parties. Furthermore, regarding the debtor's claims that the interim attachment should have been automatically removed as the supplier had not commenced arbitral



1. The 6th Civil Chamber of the Court of Cassation, File No. 2023/1231, Decision No. 2023/2851, dated 19 September 2023.
2. The 9th Civil Chamber of the Adana Regional Court, File No. 2023/15, Decision No. 2023/658, dated 28 September 2023.

proceedings within the 30-day period, the regional court of appeals decided that the determination of whether the interim attachment resumes is not subject to the appellate review of the regional court of appeals. Instead, its examination must be requested from the first instance court that issued the interim attachment decision. Therefore, the regional court of appeals dismissed the debtor's appeal and upheld the decision of the court of first instance.

1.3 Turkish court has rejected the enforcement of an ICC award due to witness conviction

In a remarkable decision, a Turkish court of first instance has rejected the enforcement of an International Chamber of Commerce ("**ICC**") award surpassing USD 600 million, citing the conviction of a witness for providing false evidence.[3] The judgement has already been enforced by courts in England and Wales, Hong Kong, Switzerland, New York, Texas and Florida. The judgement has also been upheld by the Paris Court of Appeal. In a statement made by the counsel for the party in favour of the judgement, it was stated that the judgement was a contrary judgement and could not be reconciled with Turkey's international obligations, including the New York Convention. The decision dismissed the enforcement application by a party against local entities and individuals. The court argued that enforcing the award would breach Turkish public order, emphasizing the arbitral tribunal's failure to address contradictions following a confession of false testimony. The decision, considered an outlier, deviates from Türkiye's international obligations under the New York Convention.

The arbitration involved a subsidiary's acquisition of mining companies, with the tribunal finding "willful deception" based on manipulated drilling results. Despite bribery allegations against a key witness, the Paris Court of Appeal upheld the award, rejecting claims.

The first instance court, noting the criminal conviction of a witness for forging evidence, ruled that enforcing the award would lead to disparate outcomes for the same facts, violating the right to a fair trial. The decision has been appealed.

1.4 UK Supreme Court has applied stay provisions for the first time[4]

The dispute brought before the UK Supreme Court ("**Supreme Court**") concerns supply contracts executed between Mozambique and an Abu Dhabi-based company ("**Company**"). Mozambique filed USD 2 billion lawsuit before English Courts against the Company by alleging that corrupt means were utilised in the procurement of supply contracts which include arbitration clauses. After conflictive decisions by the courts of lower degree, the UK Supreme Court unanimously ruled that Mozambique's said claims are not covered under the arbitration agreement.

Mozambique claimed that the Company had corruptly obtained the supply contracts concluded for the provision of ship and aircraft and related infrastructure services, which resulted in Mozambique having to undertake legal obligations amounting to USD 2.1 billion. Based on these allegations, Mozambique filed a lawsuit at the London Commercial Court in 2019, and in return, the Company and others initiated multiple arbitration proceedings against Mozambique under the ICC and Swiss Rules.

The Company requested the court proceedings to be stayed to allow the resumption of arbitral proceedings. The Commercial Court ruled that Mozambique's claims were only weakly related to the arbitration agreement. However, in 2021, the court of appeal overturned this decision, emphasizing the "artificiality of separating the question of the validity of contracts from the proceedings".

In its judgment, the Supreme Court assessed the approach of courts in various jurisdictions and found that an international consensus had emerged as to what constitutes a ground for a stay of proceedings in favor of arbitration. It stated that proceedings before state courts will only be stayed if such a ground is essential to the case before the court. The Supreme Court held that common sense would prevail in the application of such a test. Accordingly, the Supreme Court dismissed the aforementioned stay of proceedings as Mozambique's

3. You may find more details of the case here.
4. You may find further details on the case here.

claims would not require an examination of the validity of the contracts underlying the arbitration agreement, and a defense that the contracts were valid would be irrelevant to the Company's liability.

1.5 The U.S. Court of Appeals has ruled that the procedural obligations contained in Article 4 of the New York Convention concern the merits[5]

Baker Hughes initiated an arbitration proceeding against the Ecuador-based Pesaga Consortium ("**Consortium**"), obtained an arbitral award, and filed a lawsuit in Oklahoma to enforce it. In this lawsuit, the Consortium argued, *inter alia*, that: (i) the court did not have jurisdiction to resolve the dispute; (ii) there was no valid arbitration agreement between the parties; and (iii) the court of first instance was confused in calculating the actual fees, attorney's fees and interest.

The Consortium also alleged that Baker Hughes had failed to comply with Article 4 of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("**New York Convention**") which requires the party seeking enforcement to produce either the original certified arbitration award or a duly certified copy thereof and the original document containing the arbitration clause or a duly certified copy thereof.

The Tenth Circuit Court of Appeals, departed from the Eleventh Circuit's opinion in *Czarina, LLC v. W.F. Poe Syndicate* and, in line with the previous decisions of the second, fourth and ninth Circuits, held that the claim for breach of Article 4 of the New York Convention was substantive, not procedural, and that the Consortium had not raised this claim in its notice of appeal, emphasizing that the Consortium had waived their right in their application for appeal.

1.6 Turkish construction company has challenged all three members of ICSID committee due to allegations of bias[6]

An International Centre for Settlement of Investment Disputes (ICSID) tribunal consisting of three members was challenged by a Turkish construction company ("**Construction Company**") on the grounds that the tribunal has manifested an apparent bias toward the Construction Company on many occasions during the annulment proceedings.

The dispute between the Construction Company and the State of Oman relates to a long-term oil, gas and engineering concession granted to a company under the control of Oman. In 2016, the Construction Company launched arbitral proceedings based on the Türkiye-Oman bilateral investment treaty by claiming that Oman dispossessed the Construction Company of its investment. The Construction Company claimed that the alleged act was committed by the state officials who had been found guilty of corruption by Oman's courts. The ICSID tribunal decided that it does not have jurisdiction over the dispute as the investment had been secured through corruption and, thus, infringing upon Oman's legislation on foreign investments. The tribunal also issued an award for costs amounting to USD 1.5 million in favor of Oman.

The Construction Company applied for the annulment of the award and obtained a provisional stay from ICSID against the enforcement of the cost award in 2021. The annulment committee later decided on the resumption of the stay on the condition that the Construction Company deposited as a security a bank guarantee for the full amount.

The Construction Company contended that the annulment committee had requested for a security of USD 700,000 although Oman had not filed a claim for enforcement proceedings at the time. Furthermore, the Construction Company alleged that the annulment committee had not considered the state of its assets. The Construction Company also asserted that the committee had insisted on the form of security being a bank letter and Oman did not admit any other alternative despite the Construction Company's several offers to provide other forms of security such as the assignment of its receivables.

5. You may find more details of the case here.
6. You may find more details of the case here.

The Construction Company alleged that the committee threatened to terminate the proceedings if the Construction Company did not deposit a bank letter. The Construction Company stated that the committee had no authority to irreversibly end the annulment application because it did not abide by the order by the committee to secure Oman's costs.

The Construction Company's other grounds for the challenge of the committee include that: (i) the Committee violated its obligation regarding the parties' equal treatment by responding to Oman's requests in a timely manner whilst not considering the Construction Company's requests; and (ii) the committee interfered with the Construction Company's submissions to the Ankara Court during the enforcement proceedings, and ordered the Construction Company for correction of its submission. The latter led the Construction company to submit a petition to the Ankara court where the Construction Company withdrew a defense that it was entitled to do under Turkish law, leading the Ankara court to accept Oman's enforcement application.

The Construction Company's challenge of the members of the ICSID committee is submitted to the decision of the chairperson of the institution's administrative council.

1.7 London Commercial Court has decided for an anti-suit injunction barring a party from resuming its lawsuit in a local court[7]

The London Commercial Court ("**Court**") issued an interim injunction precluding a party from carrying on with the court proceedings it has initiated in Russia since the contract between the parties provided for a Paris-seated ICC arbitration clause. According to an anonymized summary of the decision by Essex Court Chambers, the dispute between the parties emerged from a supply contract concluded for an overseas project.

The Court, in its decision ruled that the arbitration agreement between the parties was governed by English law and the applicant satisfied the conditions for an anti-suit injunction. The Court further decided that the filing of a lawsuit at a Russian Court breached the arbitration agreement. Moreover, the Court ruled that it has the authority to grant an interim relief as the arbitration proceeding has not been initiated.

This is the third anti-suit injunction decided by an English court in relation to a litigation in Russia within the last month. In one of the other two decisions, the court of appeal concluded that the English courts have the power to grant an anti-suit injunction that is enforceable in France. Needless to say, the extra territorial application of such anti-suit injunctions remain controversial.

1.8 Hong Kong court has refused to enforce an award due to the arbitrator's conduct[8]

The enforcement of a mainland Chinese arbitration award issued by the Chengdu Arbitration Commission (CDAC) has been refused by the Hong Kong Court of First Instance because of an arbitrator's actions during the proceeding. The court decided that it would be against the public policy and fundamental principles of justice to enforce the CDAC award.

7. You may find more details of the case here.
8. You may find more details of the case here.

The dispute, arising from a share purchase agreement, resulted in a 2021 award ordering the defendant to pay RMB 337.2 million (USD 46.7 million) to the plaintiff. The defendant contested the enforcement order, arguing that the conduct of a remote hearing involving one arbitrator, who was observed moving around in public places and adjusting his seatbelt in a car, lacked due process.

Despite the Chengdu court's refusal to set aside the award, the Hong Kong court found that the video recording of the arbitration hearing revealed serious irregularities. The arbitrator was seen frequently changing locations, talking to others, and not fully engaging with the proceedings. The judge concluded that the second hearing was not fair and impartial, justifying the refusal of the enforcement order.

The court rejected the plaintiff's argument that the defendant waived his right to challenge irregularities by not objecting during the hearing, emphasizing that counsel should focus on presenting the client's case rather than scrutinizing the arbitrator's conduct on screen.

In response to the decision, Herbert Smith Freehills noted the independence of Hong Kong courts and their willingness to reach conclusions differing from other jurisdictions. The firm highlighted the importance of addressing serious irregularities in an arbitrator's conduct, even if it involves inconveniences like rescheduling hearings to ensure the ultimate award's integrity.

The court's ruling underscores the significance of maintaining fair and impartial proceedings, particularly in the context of virtual hearings, without reflecting a general stance on the use of such proceedings by Hong Kong courts.

1.9 London Commercial Court has annulled USD 11 billion arbitration award due to fraud and misconduct[9]

In a decision issued by the London Commercial Court ("**Court**"), serious concerns were raised about the oversight of large arbitrations involving states. The court found that the USD 11 billion award against Nigeria was procured through false evidence, corrupt payments, and improper preservation of leaked documents by a British Virgin Islands company, Process and Industrial Development ("**P&ID**").

While not accepting all of Nigeria's allegations, the Court concluded that P&ID had engaged in severe abuses of the arbitral process, leading to the award being obtained through fraud and in violation of public policy. The judge upheld Nigeria's challenge under section 68 of the English Arbitration Act 1996.

The Court found that P&ID had bribed a government official to secure the underlying contract, concealed the bribery from the tribunal, and improperly retained Nigeria's confidential internal legal documents to monitor the state's awareness of the deception during arbitration. The Court condemned the P&ID counsel's retention of the leaked confidential documents and described their actions as being indefensible.

P&ID, established in 2006, signed a contract with Nigeria's Ministry of Petroleum Resources in 2010 for a gas-processing plant in Nigeria. However, the plant was never built, leading to P&ID filing for arbitration in 2012. The tribunal issued a USD 6.6 billion compensation award in 2017 with interest at 7%, now valued at over USD 11 billion.

The Court emphasized the extraordinary nature of the case, stating that it damaged the reputation of arbitration as a dispute resolution process and highlighted issues concerning the drafting of commercial contracts involving states and the importance of court-ordered discovery. The Court expressed concerns about the potential vulnerability of the arbitration process to fraud and called for reflection on whether further measures are necessary.

Nigeria, celebrating the judgment, sees it as a victory against corruption and fraud, while P&ID, respecting the court's decision, expresses disappointment and is considering its options. The case highlights the complexities and challenges in significant arbitrations involving states, raising questions about transparency and the reliability of the arbitration process on a global scale.

9. You may find more details here.

2. Other developments in the arbitration practice

a. Gary Born joins Istanbul Arbitration Center as a board member[10]

The Istanbul Arbitration Center (ISTAC) announced that Gary Born, one of the world's leading profiles in the field of international arbitration, has joined ISTAC's International Board of Arbitration ("**Board**") as a new member. Born replaces Jan Paulsson, who served as a member of the Board for many years. The Board also includes Prof. Dr. Ziya Akıncı, Prof. Bernard Hanotiau, Dr. Hamid Gharavi, and Secretary General Att. Yasin Ekmen.

b. ICC publishes guidelines for the participation of individuals with disabilities in alternative dispute resolution processes

ICC has published the Guidelines on Disability Inclusion in International Arbitration and Alternative Dispute Resolution ("**Guide**"). More than 50 people have worked for over a year and a half to prepare the Guide.[11] It provides advice and guidance on how to ensure the inclusion of persons with disabilities in alternative dispute resolution processes and dispute resolution and prevention activities.

The Guide, which specifically addresses practitioners, arbitrators and arbitral institutions in the field of arbitration, consists of three main sections. The first part is devoted to recommendations that aim to ensure disability inclusion. The Guide tries to shed light on the implementation of its recommendations by providing examples. In the second part, the Guide delves into the concept of disability and uncovers its complex nature. The last part explains how persons with various disabilities can participate in alternative dispute resolution processes based on anectodal examples.

c. ICSID claim brought against the European Union for the first time in its history[12]

The Geneva-based Klesch Group has filed separate investment arbitration claims against the European Union, Germany and Denmark under the Energy Charter Treaty. According to ICSID registries, the Klesch Group brought its claims in relation to oil and gas operations, although no further details have been revealed as to the amount or the content of the claims. However, it is known that Klesch's facilities operating two oil refineries, one in northern Germany and the other on the Danish island of Zealand, are also among those bringing these claims before ICSID.

Klesch's investment arbitration against the European Union will be conducted under ICSID's Additional Facility Rules as the European Union is not a party to the Convention On The Settlement of Investment Disputes Between States and Nationals of Other States ("**ICSID Convention**"), but is a signatory to the Energy Charter Treaty.

10. You may find more details here.
11. You may access the Guide here.
12. You may find more details here.

ICSID claims have been raised during a period where the member states and European Counsel have voiced their proposal for withdrawal from the Energy Charter Treaty.

Apart from ICSID, the only investment arbitration to which the European Union has ever been subjected has been brought by Gazprom in relation to a gas pipeline project, which is currently pending before the Permanent Court of Arbitration.

d. Journey through the Intersection of Competition Law and Arbitration: Insights from GAR Live Vienna 2023[13]

In recent developments at Global Arbitration Review (GAR) Live Vienna, Richard Whish KC, professor of law at King's College London, delivered a keynote address that discussed the intersection of competition law and arbitration. He emphasized arbitrators' obligation to consider competition law issues, citing the EcoSwiss judgment of the European Court of Justice of 1999. Whish noted the frequency of competition law points in commercial arbitration, highlighting various scenarios such as distribution agreements, non-compete clauses, gas contracts, and breach of contract claims.

Looking ahead, Whish speculated on parties' increasing willingness to opt for arbitration over courts for resolving competition law issues, citing confidentiality and efficiency as potential driving factors. This theme continued in a panel discussion chaired by Johannes Willheim, where Natalie Harsdorf-Borsch, the incoming head of Austria's Federal Competition Authority, expressed concerns about the vastness of competition law and the public interest involved. She acknowledged the potential use of arbitration as part of designing remedies, aligning with Whish's perspective.

The panel also discussed the role of arbitration in competition issues, with Florian Neumayr viewing competition law as both a "sword" for claiming damages and a "shield" against claims. Concerns were raised about the limits of arbitration in investigating competition issues, and Rolf Trittmann highlighted the challenges arbitrators face in obtaining necessary information.

The discussions extended to the role of experts, with suggestions like hot-tubbing expert evidence to aid arbitrators. Stefano Trento emphasized the importance of cross-examination in competition law claims, particularly in cases of alleged abuse of dominance. The impact of a recent German court decision subjecting arbitral awards to full review in set-aside proceedings, especially concerning anti-competitive agreements, was also discussed.

GAR Live Vienna, held on 13 October at the Vienna International Arbitration Centre, covered these insightful discussions and was chaired by Filip Boras and Alice Fremuth-Wolf from Baker McKenzie. The event, organized in association with ArbAut, VIAC, and Young Austrian Arbitration Practitioners, featured prominent sponsorships from various law firms and supporting organizations, reinforcing its significance in the field of international arbitration.

e. New Paris Arbitration Centre to address hearing space gap opens in February 2024[14]

A new facility, the Paris Arbitration Centre, will be launched on 15 February 2024, in response to the shortage of international arbitration hearing spaces in Paris. The center, initiated by Delos Dispute Resolution and supported by a global committee, will feature four hearing rooms accommodating 28 to 36 people each, along with 12 breakout rooms for up to 100 people. Positioned at the heart of Paris, the center aims to meet the evolving needs of the international arbitration community and reinforce Paris as a prominent arbitration hub. The initiative, a collaborative effort of Delos, private investors, and a design committee, reflects five years of labor and their plans for additional space to bring Paris-seated arbitrations back to the city. The fees are expected to be similar to those charged by the International Dispute Resolution Centre in London.

13. You may find more details here.
14. You may find more details here.

Conclusion

As it is seen, the arbitration world has been very dynamic and full of developments in the last three months. In this issue of Esin Arbitration Quarterly, we have tried to keep you informed of the most recent developments in the world of arbitration by sharing developments on a wide range of issues such as interim attachment orders, stay of execution orders, the implementation of the New York Convention, the impartiality of arbitrators, new members appointed to arbitral institutions and administrative developments concerning the institutions. We hope to see you in the next issue of Esin Arbitration Quarterly, where we will keep you informed of the latest developments in the arbitration world.

Contacts of our Dispute Resolution Department

This issue has been authored by **Yalın Akmenek, Elif Atmaca** and **Şevval Bahar Olam**.

İsmail Esin
Partner
+90 212 376 64 51
ismail.esin@esin.av.tr

Yalın Akmenek
Partner
+90 212 376 64 93
yalin.akmenek@esin.av.tr

Koray Söğüt
Partner
+90 212 376 64 22
koray.sogut@esin.av.tr

Demet Kaşarcıoğlu
Partner
+90 212 376 64 71
demet.kasarcioglu@esin.av.tr

Şadi Öz
Council
+90 212 376 64 39
sadi.oz@esin.av.tr

Ozan Kesim
Senior Associate
+90 212 376 64 95
ozan.kesim@esin.av.tr

Elif Atmaca
Senior Associate
+90 212 339 81 49
elif.atmaca@esin.av.tr

Nisa Nildan Dilaver
Senior Associate
+90 212 376 64 20
nildan.dilaver@esin.av.tr

Ceyda Sıla Çetinkaya
Senior Associate
+90 212 376 64 38
ceyda.cetinkaya@esin.av.tr

Anıl Tıngır
Senior Associate
+90 212 376 64 65
anil.tingir@esin.av.tr

Meriç Tunç
Associate
+90 212 376 64 07
meric.tunc@esin.av.tr

Zeynep Ezgi Yanarateş
Associate
+90 212 376 64 42
Ezgi.Yanarates@esin.av.tr

Yavuz İskit
Associate
+90 212 339 81 27
yavuz.Iskit@esin.av.tr

İdil Zoraloğlu
Associate
+90 212 376 64 06
idil.zoraloglu@esin.av.tr

Şevval Bahar Olam
Associate
+90 212 376 64 82
sevval.olam@esin.av.tr

Gökhan Esin
Trainee
+90 212 339 81 39
gokhan.Esin@esin.av.tr

Events Calendar

December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 Energy arbitrations in a time of crisis and transition London and Online	6 Facilitating Settlement in International Arbitration in 2024 & Beyond New York	7	8 Hong Kong Arbitration networking Hong Kong	9
		SCL Claims Outside the Contract from a Common and a Civil Law Perspective London	Solidarity Arbitration and Mediation Days 2023 (Swiss Arbitration Association) Poland and Online			
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Organizer

ICC YAAF SCL ASA

Events Calendar

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28	29	30 GAR Live: Abu Dhabi 2024 Abu Dhabi Global Market (ADGM)	31 IBA: When arbitration meets crime Renaissance Hotel, São Paulo, Brazil Swiss Arbitration Summit 2024 Fairmont Grand Hotel Geneva			

Organizer

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Events Calendar

February 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8 GAR Live: Damages 2024 London, UK	9	10
11	12	13	14	15	16	17
18	19	20	21	22 IBA Arb40 Symposium: Salient issues in international arbitration Singapore IBA APAG Event: Exploring the use of IBA Rules and Guidelines in Asia and the rise of artificial intelligence in international arbitration Singapore	23	24
25	26 12th ICC MENA Conference on International Arbitration Dubai		28	29		

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