Russian Arbitration Center

at the Russian Institute of Modern Arbitration

ARBITRATION DIGEST MARCH 2023

CASE LAW DEVELOPMENTS

The Constitutional Complaint of a Russian Company Became a Driver for the Development of Latvian Arbitration

The Constitutional Court of Latvia upheld the Russian company's constitutional complaint, ordering the Latvian legislature to introduce a mechanism allowing parties to apply for setting aside arbitral awards adopted in Latvia until 1 March 2024.

The Russian company Mutual Credit (MC) LLC took the matter to court, learning about award being not in its favor, under which the company was ordered to pay a debt and a penalty. MC stated that it never entered into any transactions with the company in whose favor the award was made, and arbitration was procedurally flawed.

Under the Latvian Civil Procedure Law, the MC did not have the opportunity to apply for annulment of the award. In the company's view, it is contrary to Article 92 of the Latvian Constitution, providing that everyone can defend their rights and legitimate interests in a fair court, as well as Article 6 of the European Convention on Human Rights on right to a fair trial. The only option currently available to the Latvian courts to exercise measures of control over awards is to refuse to enforce them, but not to set them aside.

The Constitutional Court agreed that the impossibility of filing an application for setting aside an arbitral award deprived the MC of the opportunity to protect its rights in a fair court. The Court also noted that the annulment mechanism has a deterrent effect on unfair conduct during arbitration.

Read

Sanctions are Not the End Yet

Gazpromneft Moscow Oil Refinery sought to invalidate a bank guarantee against the French Credit Agricole Corporate and investment Bank in the court. The company stated that the Russian courts have exclusive jurisdiction over the dispute based on Article 248.1 of the Russian Commercial Procedure Code (CPC). Together with the claim, the company filed a request for interim measures, seeking seizure of a few defendant's assets.

Refusing the interim measures, the court indicated in the ruling that the plaintiff did not prove that execution of the judgment would be difficult or impossible due to the debtor's lack of property.

Meanwhile, the court noted that "the mere fact that the defendant has not fulfilled its obligations in connection with the EU sanctions is not a basis for interim measures."

Read

The Game is Over: California Court Refused to Enforce the Arbitration Clause

In *Gostev v. Skillz Platform, Inc., No. A164407* (Cal. Ct. App. Feb. 28, 2023), the California Court of Appeal refused to enforce an arbitration clause with respect to a mobile gaming platform.

The player, Pavel Gostev, sued the Skillz gaming platform because its game, Solitaire Cube, in his opinion, constituted an illegal gambling game under California and federal law. Skillz noted an arbitration clause in the terms of service concluded by following the link, and attempted to refer dispute to the AAA arbitration.

However, the Court refused to do so:

The power to decide whether a dispute is arbitrable or not lies with the court, not the arbitrator; arbitration clause should explicitly state a different intention;

The wording "any dispute ... concerning the terms of service", as the case law suggests, refers only to substantive disputes;

The terms of service is a consumer agreement offered based on "accept or reject" (take-it-or-leave-it) ultimatum, which, in itself, is "sufficient to establish some degree of procedural unconscionability";

The terms of service contained confusing and contradictory provisions: one section stated that all disputes are subject to arbitration, the other stated that disputes are subject to civil prosecution;

The arbitration agreement was substantively unconscionable since many of its provisions were not mutual (Skillz got the right to submit its claims to court, while users could only go to arbitration seated in San Francisco – at the location of the platform, the limitation period was reduced to 1 year, *etc.*).

Read

The "New Era" of Mass Arbitration Claims: How US Companies are Dealing with Consumer Class Actions

Trying to handle an avalanche of customer lawsuits, the American company Ticketmaster (and its parent company Live Nation Entertainment) began to unilaterally amend their arbitration clauses. Claims regarding the company's monopolistic abuses will now be heard not in JAMS, but in the new arbitration center – New Era. It began operations a year ago and was created specifically to handle mass arbitration.

The claimants complain not only about the unilateral change of the arbitration center, but also about the new arbitration procedure. Under the New Era rules, the sole arbitrator hears three cases at once in an expedited manner. The parties must follow strict rules for drafting procedural documents: the pleadings shall not exceed 10 pages, and the case brief – no more than 5 pages. The discovery is also significantly limited: for example, claimants are not entitled to request evidence from the respondent, while no more than 10 documents can be introduced to the arbitrator as evidence. Once these three cases have been resolved, the parties must begin settlement proceedings. If they fail to reach an amicable settlement, then the award becomes binding not only for the parties, but also for all other claimants outside of this "main case" ("bellwether case").

Ticketmaster stated that the new procedure is an adequate tool for resolving mass claims, because it significantly reduces the multi-million-dollar arbitration costs and helps bring to light the central issues of such collective claims.

The claimants argued that such "absurd" restrictions make it nearly impossible to meet the standards of establishing antitrust claims in their individual cases, not to mention the impact that such an approach would have on protecting the interests of all other claimants also bound by findings in the bellwether case.

Read

Signing an Arbitration Agreement with a Consumer Does Not Guarantee Arbitration

The US Department of Justice filed an application in support of military personnel's lawsuits against Citibank and American Express National Bank pending in state courts. Despite the arbitration agreement between plaintiffs and banks, the Ministry stated that the military personnel is entitled to resort to the state court, including by filing class actions. In support of its position, the Ministry relied on Servicemembers Civil Relief Act (SCRA), which was enacted during the American Civil War to protect the rights of the military.

Plaintiffs' claims against banks relate to a unilateral increase in interest rates on credit cards (*Padao v American Express National Bank*, U.S. District Court, Eastern District of North Carolina, No. 22-00145; *Espin et al v Citibank NA*, U.S. District Court, Eastern District of North Carolina, No. 22-00383.). The Ministry supports these claims, arguing that banks unreasonably charged military personnel for some loans at inflated rates as well.

Read

How Comity Prevented the Recovery of Compound Interest

The BVI court refused to enforce compound interest awarded in ICC dispute between two Thai businessmen, finding it contrary to the Thai public policy.

Nopporn Suppipat agreed to sell his 49% stake in Wind Energy Holdings, a major wind farm operator in Southeast Asia, to Nop Narongdej for USD 700 million. Without waiting for Narongdej to fulfill its obligations, Suppipat's companies initiated several arbitration proceedings before the ICC. In two awards in 2017, the ICC tribunal ordered Narongdej to pay an outstanding down payment of USD 85 million and compound interest of 15% accrued annually.

In November 2021, the Suppipat companies *ex parte* received an order from the BVI court, authorizing enforcement of outstanding amounts under the 2017 awards. However, a BVI-registered Narongdej company applied to the court for setting aside the enforcement order as recovery of compound interest is partly contrary to Thai public policy.

Under Thai law, compound interest can only be paid in respect of loan agreements, not of share purchase agreements. As no timely attempts were made to set aside the 2017 awards, they have become final and

enforceable. However, according to Judge Gerard Wallbank of the BVI High Court, these decisions are contrary to the Thai public policy (a friendly BVI foreign country), which the BVI court shall take into account since “the principle of comity is part of the BVI public policy.”

Read

Metropolitan Opera Will Pay Compensation to a Russian Opera Singer

The sole arbitrator ordered New York Metropolitan Opera company’s management to pay Russian opera singer Anna Netrebko USD 200,000 as compensation for canceled performances.

The Metropolitan Opera canceled the singer’s performances in 2022 and stated that Netrebko was not entitled to payment due to her refusal to make a political statement the company requires.

Arbitrator Howard Edelman, who heard Netrebko’s claims against the opera company, found that the singer should receive “more than 200 thousand US dollars” from the company’s management for 13 canceled performances. This award was adopted based on a clause in the agreement with the company, providing for payment of a fee to the artist even if the performance was cancelled. The arbitrator stated that the contractual clause, known as “pay or play” provision, required institutions to pay performers, even if they later decided not to hire them.

Read

INVESTMENT ARBITRATION AND PUBLIC INTERNATIONAL LAW NEWS

Delhi High Court's Double Hit on Billion-Dollar Award Against Indian State-Owned Company

The Delhi High Court dismissed an appeal of Mauritian shareholder Devas Multimedia, upholding a judgment of the Delhi High Court judge issued last year by which USD 1,3 billion ICC award was set aside, and agreeing with the judge's finding that Devas fraudulently obtained a contract with the state company Antrix.

We previously reported on Devas' successful attempts to enforce worldwide an award under which India was to compensate for termination of the contract providing S-band satellite and multimedia services, as well as the company's liquidation and invalidation of the contract and arbitration agreement because of Antrix' actions.

Relying on the judgment by which Indian Supreme Court upheld the liquidation of Devas, the Delhi High Court judge set aside the award because conclusion of the contract was tainted by illegal activity and fraud. The Mauritian shareholder appealed this judgment, arguing that the Indian Supreme Court's findings were not applicable to the annulment of the award.

According to the latest judgment of the Delhi High Court, the Supreme Court's findings on the liquidation of Devas, that was set up for fraudulent purposes, are binding on the Delhi High Court judge, who had no choice but to follow them. Moreover, the fraud committed by Devas should be viewed as an act against the state as a whole and allowing its shareholders to "reap the benefits of the ICC award" was contrary to the principles of fairness and good faith.

Read

KPMG, Norway and Snow Crabs: Where the Conflict of Interest Lies

The ICSID tribunal granted the motion of Latvian claimants Pēteris Pildegović and his fishing company SIA North Star to bar KPMG from advising Norway in its first EUR 400 million dispute under a bilateral investment treaty with Latvia due to a clear conflict of interest because one of KPMG's partners had made a preliminary assessment of North Star damages in the ICSID dispute in 2018.

The dispute arose because North Star had been harvesting snow crabs in Norwegian waters since 2014. However, in 2016, one of the company's vessels was fined by the Norwegian Coast Guard because the permit presented by the vessel's captain, Rafael Uzakov, was invalid. North Star and Uzakov were fined and prosecuted for refusing to pay the fine. After the court of the first instance ruled not in its favor, North Star filed the first notice of arbitration with ICSID under the BIT.

Investors stated that the preliminary assessment of damages made by KPMG's then-acting head of disputes for Central and Eastern Europe for North Star is the basis for KPMG's disqualification from the arbitration. Norway argued that the claimants did not use the information in this case, and it had no prior knowledge that KPMG had provided its services to North Star.

The tribunal found that there was a real risk that Norway, albeit unintentionally, could come into possession of North Star's confidential information relevant to the present case. Although North Star contacted another branch of KPMG, there was no evidence as to what measures had been taken to ensure that information was not shared internally. Moreover, the tribunal pointed out that there was no reason to treat such a large accounting firm, specializing among other in forensic accounting, any differently than a law firm with branches in different countries.

Read

Recovery of Damages for Oil Pumping from Uncontrolled Territories

The ICC tribunal found that Turkey violated the 1973 Pipeline Agreement with Iraq due to the fact that since 2014 it has facilitated the oil export by transporting about 400,000 barrels per day, bypassing the official Iraqi trader. Under the regulations currently in force, this trader is SOMO, and all purchasers of Iraqi oil are required to make transactions through SOMO only.

However, the pipeline to Turkey goes through the territory of Iraqi Kurdistan, an autonomous entity in Iraq that has its own authorities and army, and also controls major oil fields. Companies operating in the territory of Iraqi Kurdistan exploited oil and sold it independently, exporting it to Turkey through a pipeline, without the official permission and consent of the Iraqi government.

The arbitral tribunal confirmed that only SOMO was authorized to make transactions with Iraqi oil, and Turkey contributed to a violation of this rule. Pursuant to the award, USD 1,5 billion were recovered from Turkey in favor of Iraq. In turn, Iraq completely stopped pumping oil through the pipeline to Turkey. Now the representatives of Turkey, Iraq and Kurdistan have to negotiate how the pipeline will be used, since the cessation of its operation causes damage to Iraq itself that sells and transports its oil through this pipeline.

Read

A Proper Defendant in a Dispute about Deprivation of Investments with the Help of Corrupt Officials

Despite losing at ICSID, the Kuwaiti investor Agility was still able to secure a win in parallel proceedings at the ICC. Initially, the investor attempted to recover compensation for lost investments from Iraq. He claimed that the Iraqi mobile operator Korek Telecom wanted to obtain a license to provide mobile services and for this purpose attracted USD 800 million funding from Agility and another French investor. The financing was provided both in the form of direct investments and a convertible loan that allowed investors to purchase an additional stake in Korek Telecom.

In 2011, the investors and the Iraqi Communications and Media Commission concluded an agreement under which the investors were allowed to exercise their right to convert the loan into an additional stake in Korek Telecom. However, in 2014, the regulator unexpectedly demanded an additional USD 43 million from investors. Then, it accused the investors of violating the agreement altogether and demanded return of the shares to the original owners controlled by well-known businessman and politician Sirwan Barzani. Thus, investors were deprived of all their shares, with no return of the invested funds, and the courts sided with the Commission. However, the ICSID tribunal did not agree that in this case the claimant's investments were expropriated and he was denied judicial protection.

However, the dispute did not end there. Just a few months after the ICSID award, it became known that Barzani-affiliated lawyers purchased a luxury apartment in London for high-ranking Commission's officials for GBP 2 million.

In a parallel proceedings with other respondents, the ICC tribunal unanimously found that Korek Telecom and Sirwan Barzani set up a corruption scheme. With the help of Iraqi officials, it allowed them to deprive Agility of the investor's shares without providing any compensation in return. Korek Telecom and Sirwan Barzani were jointly ordered to pay USD 1,65 billion in damages.

Read

Unsuccessful Investments Cannot Be Expropriated

The investor failed to recover USD 198 million from Nicaragua for termination of the concession agreement for exploration of oil deposits (*The Lopez-Goyne Family Trust, et al. v. Republic of Nicaragua,* ICSID Case No. ARB/17/44). The arbitral tribunal found that Nicaragua was entitled to terminate the contract with the investor, as the latter had not fulfilled its obligation to make a "commercial discovery". Under the concession agreement, a "commercial discovery" is the discovery of hydrocarbon reserves, the exploitation of which has commercial potential.

The tribunal pointed out that, according to the test results, Nicaragua had no hydrocarbon reserves. The tribunal associated inability to find funding for the project with the same fact. It rejected the argument that statements of the Nicaraguan officials to the press have interfered with the financing. According to the tribunal, the problem stemmed from the disappointing results of geological exploration and the fall in world oil prices.

Meanwhile, the counterclaim of Nicaragua was also rejected. Nicaragua tried to hold the investor liable for violating environmental laws, but the tribunal did not find jurisdiction to consider such claim.

Read

You Cannot Return What You Have Lost

Ruby River, an American investor, seeks USD 20 billion in lost profits from Canada, and accuses the state of violating NAFTA's provisions on most favored nation treatment, national treatment, minimum standard of treatment, and prohibition of expropriation (Ruby River Capital LLC v Canada, No ARB/ 23/5, ICSID). The

investor was going to build a carbon-neutral liquefied natural gas plant and pipeline, for which he spent at least USD 120 million over 8 years on engineering, environmental assessments, land acquisition options, public relations, and office operations.

The investor stated that the Canadian government has repeatedly expressed support for his project, but later it unexpectedly changed the standards for environmental review. Currently, these standards, according to the investor, are not based on scientific evidence and are politically motivated. The investor also emphasized that even before he received an official refusal, the ruling party of Canada had already announced that the project would not be granted a permit.

Interestingly, Ruby River was denied its project a month after the US government revoked a permit to build the Keystone XL pipeline from Canada, as a result of which Canada lost 15,000 potential jobs.

Read

ARBITRATION NEWS

Extortion *En Masse*: a Study on Class Actions in the United States

A study on class actions and their controversial impact on arbitration proceedings has been published.

Researchers have noted a negative trend toward “abusive” class arbitrations because such proceedings, unlike the US Supreme Court's much championed right to individual arbitration, are initiated solely to reach a settlement unrelated to the merits of the case by threatening enormous costs.

A sustainable mechanism of such arbitrations has emerged:

- plaintiffs’ representatives simultaneously file thousands of virtually identical arbitration claims;
- there are enormous advance costs in the form of arbitration fees that companies shall pay in full or in substantive part;
- regardless of the claims’ validity, companies are forced to either settle the dispute, or refuse to arbitrate at all, or pay this enormous fee (sometimes amounting to tens or even millions of US dollars) simply to be able to defend themselves;
- even if the company wins the dispute, it is almost impossible to recover the costs of arbitration.

In this regard, the authors propose the following solutions:

- use the model where the leading case is singled out (bellwether process) for a class action;
- institutions, administering arbitration, should amend their rules and fees to limit filing of improper class claims in arbitration and reduce the unfair pressure currently used by plaintiffs’ lawyers against defendants;
- state bar associations should investigate potential ethical violations that could lead to class actions in arbitrations as they are currently practiced.

Read

The Bar Council of India Gives Green Light to Foreign Lawyers and Law Firms

On 13 March 2018, the Supreme Court of India ruled that foreign law firms and lawyers cannot practice law in the country, but they are not prohibited from temporarily visiting India to provide legal advice to their clients. The Court has also requested the Bar Council of India to adopt rules in this regard.

5 years after this decision, the Bar Council finally set up detailed rules for the registration and regulation of foreign lawyers and firms in India, allowing them to practice law in India, but only in a limited and strictly controlled manner on a reciprocity basis. Foreign lawyers and firms will be allowed to practice only foreign

law, international law, international arbitration, joint ventures, mergers and acquisitions, intellectual property.

However, in exchange for this opportunity, foreigners will have to provide an undertaking that they will not practice Indian law in any form. They must additionally register with the Council for USD 25,000 for a lawyer and USD 50,000 for a firm. The registration will be valid for 5 years and can then be renewed.

Experts believe that establishing legal practice to foreign lawyers will be beneficial for India's development as a center for international arbitration, as well as help attracting foreign direct investments.

Read

Study of Corruption in International Arbitration and International Trade

Ingeborg Schwenzer and Cesar A. Guimarães Pereira (Justen, Pereira, Oliveira & Talamini) published a study on corruption with respect to conclusion of international sales contracts under the 1980 Vienna Convention (CISG) and the arbitration of disputes arising from these issues.

In particular, the authors emphasized that the view on the arbitrability of corruption-related disputes has been recently changed significantly in international arbitration. Thus, the once pioneering approach of Judge Gunnar Lagergren in *ICC Case 1110/1963*, according to which corruption-related disputes cannot be resolved by arbitration, no longer applies. Today, the prevailing position is that arbitrators have jurisdiction to hear the dispute even if a claim based on a contract tainted by corruption is introduced – provided that the arbitration agreement is valid and that the contractual provisions related to corruption can be separated from the rest of the contract.

Meanwhile, ignoring corruption-related arguments when concluding a contract may amount to a breach of public policy under Article V(2)(b) of the New York Convention, because arbitrators are empowered to establish any suspicious circumstances regarding the parties' agreement or even their behavior. Case law also confirms that the arbitrator has discretion to stay arbitration due to the existence of a criminal investigation related to corruption (for example, in *SCAI 300273-2013 P.O. 15,* the tribunal rejected the motion for stay, since it was unclear how the outcome of the criminal proceedings could affect the arbitration).

Read

Survey by Queen Mary University of London and Pinsent Masons "Future of International Energy Arbitration"

The Queen Mary University of London (QMUL) and Pinsent Masons joint survey "Future of International Energy Arbitration" has been published, analyzing the key outcomes in this area for 2022. In particular, the study showed that the majority of respondents believe that the main cause of action in energy disputes is the volatility of prices in the commodity and energy markets. In addition, most experts in the energy sector

consider arbitration to be the most effective way to resolve energy disputes, with London as the most popular seat of arbitration.

Use of videoconferencing (81%), avoiding unnecessary travel, especially by air (69%), *etc.* were the leaders among practical measures to reduce the impact of international arbitration on the environment.

The vast majority of respondents (84%) also believed that third-party funding of energy disputes will increase significantly in the next 5 years, with energy infrastructure disputes (61%) and investor-state disputes (46%) receiving the largest amount of the funding.

Read

Wildberries to Create an "Internal Arbitration" Platform for Resolving Disputes Between Vendors and the Marketplace

In its statement, the Federal Antimonopoly Service of the Russian Federation (FAS Russia) suggested Wildberries to create a non-state internal arbitration to resolve disputes between vendors and the marketplace and "to develop arbitration rules for those cases where the issue cannot be resolved using the feedback system."

The statement noted that the measures taken and planned aim to simplify vendors' operations on the platform, ensure balance of interests of vendors and the marketplace and create transparent conditions for their cooperation.

The FAS Russia issued its statement after a conflict between Wildberries and partners – owners of pickup points. The latter went on strike in March over a new penalty system and forced the marketplace to concede and waive more than 10,000 "incorrect fines" – and this is without taking into account that more than 1,000 cases are filed against the platform with commercial courts.

Read

Parade of Arbitration Reforms in Europe

In the last issue of the arbitration digest, we have already discussed that Italy is undergoing a major arbitration reform – now joined by Greece and Luxembourg. It has to be said that the reform's goals differ significantly from country to country. While Greece seeks to modernize the national rules on international commercial arbitration, taking into account the 2006 amendments to the UNCITRAL Model Law, Luxembourg aims to increase the role of arbitration as an alternative to national courts, and modernize the law in light of current international practices.

Among the key changes in Luxembourg law is the introduction of the auxiliary judge ("juge d'appui"), which has its roots in French law. The role of this judge is to support arbitration by resolving procedural irregularities (e.g. related to the constitution of an arbitral tribunal).

Reduction of the possibility to appeal an award is another important aspect of the reform. For example, it will now only be possible to set aside arbitral award before the Luxembourg Court of Appeal, which will avoid the currently existing double appeal to the District Court.

Luxembourg has also renounced the principle of suspending enforcement, if application for setting aside the award has been filed. As an exception, the law allows the Court of Appeal to suspend or adjust enforcement, if it "may seriously prejudice the rights of a party." The reform also seeks to facilitate expedited proceedings. For example, the default length of proceedings is six months from the date the candidate agrees to act as an arbitrator. The issues of remote hearings are also taken into account within the framework of the reform.

Read

ADR EVENTS

California International Arbitration Week 2023

California International Arbitration Week took place in Los Angeles on 13-17 March 2023, with several notable panel discussions.

During discussion on key challenges in technology disputes, the experts advised companies to refer these disputes to arbitration. Among the reasons for choosing this method of dispute resolution, the experts cited almost universal enforcement of awards (which is especially relevant to the global technology sector), neutrality and confidentiality of arbitration.

Arbitration week also involved a discussion of emerging trends in US practice in the Asia-Pacific region. In particular, the participants focused on the prospects for using international mediation under the Singapore Convention on Mediation, and discussed the implications of geopolitical tensions between the US and China for international arbitration.

The expert group on arbitration of international patent disputes is worth particular attention. The group focused on a variety of topics, including the types of patent disputes that can be referred to arbitration, the benefits of patent arbitration, the arbitrability of patent validity disputes, and the reasons for the apparent reluctance to arbitration existing in the IP community.

Read

Paris Arbitration Week

On 27-31 March 2023, the annual Paris Arbitration Week took place. It traditionally brought together leading experts from all countries, allowing them to share their unique experience and expand the boundaries of alternative dispute resolution around the world.

Participants discussed possible development of arbitration, including in relation to climate change, arbitration in Africa and Asia, arbitration with respect to space objects, the role of arbitral institutions in changing arbitration practices, investment arbitration, which raises a lot of questions in the light of recent awards, sanctions and their impact on dispute resolution, and many other topics.

Read

X International Commercial Arbitration Moot named after M.G. Rosenberg

On 17 March 2023, the final round of the X anniversary M.G. Rosenberg International Commercial Arbitration Moot took place at the Chamber of Commerce and Industry of the Russian Federation (RF CCI).

In 2023, 57 teams from five countries – Armenia, Belarus, Kazakhstan, Russia, and Uzbekistan took part in the competition.

Students from different universities once again demonstrated their profound knowledge of international commercial arbitration, including in the English and French sessions of the competition, prepared both written positions and oral presentations with respect to the case that was based on the case law of the ICAC at the RF CCI.

Read

Results of the Willem C. Vis International Commercial Arbitration Moot

On 19-26 March 2023, the Vis East Moot Foundation hold the rounds of the competition, with the National Law School of India and the Royal Institute of Colombo (Sri Lanka) advancing to the final. The Royal Institute of Colombo team repeated its success at the 13th Moscow Vis Pre-Moot and again won the Vis East Moot.

From 30 March to 6 April 2023, the Vis Moot competition took place in Vienna. The University of Vienna was crowned a winner of the Moot.

ICC Russia Online Conference “International Arbitration: Offline vs Online and Other Practical Aspects”

On 11 April 2023, ICC Russia holds an online conference “International Arbitration: Offline vs Online and Other Practical Aspects”, which will feature Alexis Mourre, Anna Grishchenkova, Adrian Lifely, Nina Vilkova, Lilia Klochenko, Natalia Gulyaeva, Artem Dudko, Dmitry Dyakin and Anton Asoskov.

The speakers will cover topics such as:

- Promotion of Russian arbitrators: tools and opportunities in the current situation;
- Keeping up with neural networks: the use of technology in arbitration;
- Impact of sanctions on international arbitration – new challenges for arbitrators and arbitral institutions.

Read

AUTHORS

Valeria Butyrina

Arina Akulina

Ekaterina Bubnova

Diana Aramyan

Mikhail Makeev

Svetlana Grubtsova

Petr Zhizhin

Regina Enikeeva