



**DZUNGSRT & ASSOCIATES LLC**  
A Boutique Shipping & ADR Law Firm

HANOI OFFICE:  
Unit 6, 11<sup>th</sup> Floor, HAREC Bld, 4A Lang Ha, Ba Dinh Dist, Hanoi,  
S.R.Vietnam  
Tel: +(84.4)3772 6970 / Fax: +(84.4) 3772 6971  
SAIGON OFFICE:  
7<sup>th</sup> Floor, 162 Pasteur, Ben Nghe Ward, Dist.1, HCMC, S.R.Vietnam  
Tel: +(84.8) 3822 0076 / Fax: +(84.4) 3772 6971

www.dzungst.com

No.	ARBITRATION
1	<p data-bbox="219 489 402 520"><b>International</b></p> <p data-bbox="219 552 782 583"><b>Achieving an efficient arbitration process</b></p> <p data-bbox="219 615 1544 758">The flexibility of arbitral procedure should provide parties with the means to avoid the unpredictable and unforeseen costs and delays that are often associated with commercial litigation. However, such problems can creep into arbitrations. Parties can take a number of steps to prevent arbitration from taking on the undesirable characteristics of litigation.</p> <p data-bbox="219 789 578 821"><b>Author: Craig R Chiasson</b></p> <p data-bbox="219 852 1219 884">(Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7H6SPUD">http://www.internationallawoffice.com/?i=55592&amp;l=7H6SPUD</a>)</p>
2	<p data-bbox="219 915 313 947"><b>Russia</b></p> <p data-bbox="219 978 1248 1010"><b>Supreme Arbitrazh Court rejects alternative (asymmetrical) arbitral clauses</b></p> <p data-bbox="219 1041 1544 1184">The Supreme <i>Arbitrazh</i> Court has issued Resolution 831/12, reaching a conclusion on the invalidity of alternative (asymmetrical) arbitral clauses. The resolution will have a significant impact on practice despite the fact that it does not completely resolve the issue of the validity of arbitration selection as a means of dispute resolution in alternative arbitral clauses.</p> <p data-bbox="219 1215 915 1247"><b>Authors: Yaroslav Moshennikov, Veronika Guseva</b></p> <p data-bbox="219 1278 1211 1310">(Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7H6SPV3">http://www.internationallawoffice.com/?i=55592&amp;l=7H6SPV3</a>)</p>
3	<p data-bbox="219 1341 302 1373"><b>Spain</b></p> <p data-bbox="219 1404 875 1436"><b>Court rules on action to set aside arbitral award</b></p> <p data-bbox="219 1467 1544 1572">The Barcelona Court of Appeals recently issued a ruling in a case concerning an action to set aside an arbitral award issued by the Barcelona Court of Arbitration. The arguments of the annulment action were based on the Insolvency Act and the Civil Procedure Law</p> <p data-bbox="219 1604 557 1635"><b>Author: Félix J Montero</b></p> <p data-bbox="219 1667 1219 1698">(Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7H6SPW8">http://www.internationallawoffice.com/?i=55592&amp;l=7H6SPW8</a>)</p>
4	<p data-bbox="219 1734 323 1766"><b>Nigeria</b></p> <p data-bbox="219 1776 1154 1808"><b>Court rules on timeframe for proceedings to enforce arbitral awards</b></p> <p data-bbox="219 1839 1544 1871">A recent case has allowed the Lagos Court of Appeal to consider the timeframe within which</p>

	<p>proceedings to recognise and enforce foreign arbitral awards should be brought. The court pointed out that case law in this area is not straightforward, therefore disputing parties which may want to commence enforcement proceedings in Nigeria should conduct their arbitration proceedings expeditiously with no undue delays.</p> <p><b>Author: Dorothy Ufot</b>  (Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7H7ZB0T">http://www.internationallawoffice.com/?i=55592&amp;l=7H7ZB0T</a>)</p>
5	<p><b>USA</b></p> <p><b>District court grants Section 1782 discovery in support of NAFTA arbitration</b></p> <p>A US district court has permitted an applicant to obtain evidence from a third party under Title 28, Section 1782 of the US Code to support claims that the applicant had brought in a North American Free Trade Agreement (NAFTA) arbitration. The ruling represents a developing area of NAFTA practice and demonstrates the increasing importance of 1782 applications in international arbitration.</p> <p><b>Authors: JP Duffy, Kiran N Gore</b>  (Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7H7ZB1B">http://www.internationallawoffice.com/?i=55592&amp;l=7H7ZB1B</a>)</p>
6	<p><b>Brazil</b></p> <p><b>Bumps in the road to infrastructure arbitration</b></p> <p>The concession agreements of three recently privatised airports contain clauses submitting any disputes to International Chamber of Commerce arbitration, sending a clear pro-arbitration message to all interested foreign investors. However, the draft agreements for two relevant upcoming projects indicate that the government may have shifted its position on arbitration in major infrastructure works.</p> <p><b>Authors: Fernando Eduardo Serec, Antonio M Barbuto Neto</b>  (Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7H957HU">http://www.internationallawoffice.com/?i=55592&amp;l=7H957HU</a>)</p>
7	<p><b>United Kingdom</b></p> <p><b>Law governing arbitration has closest connection to law of the seat</b></p> <p>The Court of Appeal has upheld the first instance decision in <i>Sulamerica Cia Nacional de Seguros SA v Enesa Engenharia SA</i>. The court found that the law of the arbitration agreement had its closest and most real connection with the seat of the arbitration, not the substantive law governing the underlying insurance policy.</p> <p><b>Author: Joachim Delaney</b>  (Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HABDH6">http://www.internationallawoffice.com/?i=55592&amp;l=7HABDH6</a>)</p>