

No.	ARBITRATION
1	<p>Ukraine</p> <p>Mitigation of damages in arbitration practice: trite law or space for creativity?</p> <p>The mitigation of damages is a well-known principle in international legal practice. Ukrainian case law and arbitration practice may lack a generally applied approach on the issue, but previous decisions of the International Commercial Arbitration Court at the Chamber of Commerce and Industry provide an indication of how the mitigation rules have been applied.</p> <p>Authors: Eugene Blinov, Roman Protsyshyn</p> <p>(Read article http://www.internationallawoffice.com/?i=55592&l=7H29TKZ)</p>
2	<p>India</p> <p>Supreme Court restricts domestic court jurisdiction over foreign arbitrations</p> <p>A constitutional bench of the Supreme Court recently issued a judgment in which it restricted the scope of interference by Indian courts in arbitrations conducted outside the territorial boundaries of India by excluding the applicability of Part I of the Arbitration and Conciliation Act 1996 to such arbitrations. This judgment was much anticipated in international commercial arbitration circles and is very welcome.</p> <p>Author: Sanjeev Kapoor</p> <p>(Read article http://www.internationallawoffice.com/?i=55592&l=7H39N65)</p>
3	<p>Mexico</p> <p>Overview (September 2012)</p> <p>Including: Sources of law; Institutions; Arbitral agreements; International or domestic arbitration?; Institutional or <i>ad hoc</i> arbitration?; Recognition, enforcement and annulment; Arbitration and <i>amparo</i>; Recent legislative changes.</p> <p>Authors: Luis Alberto Aziz Checa, Rebeca Sanchez Perez</p> <p>(Read article http://www.internationallawoffice.com/?i=55592&l=7H39N71)</p>
4	<p>Sweden</p> <p>Supreme Court clarifies rules on production of documents</p> <p>A recent Supreme Court decision considered the implications where an application is made for a court order for the production of documents within the context of arbitration. The court stated that guidance can be obtained from the 2010 International Bar Association Rules on the Taking of Evidence in International Arbitration even in the case of domestic arbitration.</p> <p>Authors: Björn Tude, Pontus Scherp</p>

	(Read article http://www.internationallawoffice.com/?i=55592&l=7H39N8C)
5	<p>Canada</p> <p>Choosing a dispute resolution mechanism</p> <p>Businesspeople and corporate counsel often seem not to pay much attention to their choice of dispute resolution mechanism when negotiating a contract. They should consider carefully the kinds of dispute likely to arise and choose a dispute resolution mechanism accordingly. A poor choice could result in a commitment to an inappropriate mechanism; and if no choice is made, then by default litigation is chosen.</p> <p>Author: Stephen Antle</p> <p>(Read article http://www.internationallawoffice.com/?i=55592&l=7H4CQMS)</p>
6	<p>Greece</p> <p>Is a fully paid award still enforceable under the New York Convention?</p> <p>A recent judgment held that the grounds for resisting enforcement contained in Article V of the New York Convention are exhaustive; thus, any other ground (however framed) – including the full payment of an award – is inadmissible. It was also held that a claim to compensate for legal costs incurred as a result of a breach of an arbitration agreement is capable of being resolved through arbitration.</p> <p>Author: Antonios D Tsavdaridis</p> <p>(Read article http://www.internationallawoffice.com/?i=55592&l=7H5K52H)</p>
7	<p>India</p> <p>Courts discourage frivolous impleadment of unnecessary parties</p> <p>A recent case before the Delhi High Court demonstrates that the courts continue to frown on parties' efforts to avoid arbitration by filing suits that implead unnecessary parties. Efforts on the part of the courts to weed out frivolous civil suits filed by parties to scuttle the arbitral process is a necessary step and will go a long way towards building the confidence of commercial parties when considering engaging in arbitration.</p> <p>Author: Sanjeev Kapoor</p> <p>(Read article http://www.internationallawoffice.com/?i=55592&l=7H5K537)</p>
8	<p>Switzerland</p> <p>Comprehensive translation of award not required for enforcement in Switzerland</p> <p>The Supreme Court recently opted for a flexible and pragmatic interpretation of the New York Convention, confirming Switzerland's reputation as an arbitration-friendly forum. It admitted that in certain circumstances, a party seeking enforcement in Switzerland of an award issued in English may be exempt from producing a certified comprehensive translation of the entire arbitral award into one of the Swiss national languages.</p> <p>Authors: Frank Spoorenberg, Daniela Franchini</p> <p>(Read article http://www.internationallawoffice.com/?i=55592&l=7H5K53X)</p>