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# Enforceability of an SCMA Award: A View from Vietnam

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## Introduction

The last decade of the twentieth century marked serious attempt in the “renovation” of both arbitration law and maritime law in Vietnam. Since then, Vietnam has undergone significant developments in these areas thanks to the growing economy both in size and depth, as well as the integration with international practice.

In fact, arbitration law in Vietnam has been promulgated in line with the UNICTRAL Model Law on International Commercial Arbitration 1985 (“**Model Law**”), and the 1958 New York Convention (“**New York Convention**”), whereas maritime legislation has been built based on several well recognised maritime related conventions.

This article, accordingly, provides an overview of Vietnamese arbitration and maritime law, while focus will be placed on the enforceability of foreign maritime arbitral awards pursuant to the recognition and enforcement regime under the current regulations.

## Overview of Vietnamese Law on Arbitration

Before the Doi Moi (Renovation) policy in 1986, arbitration in Vietnam was first recorded in the forms of the State Economic Arbitration System, the Foreign Trade Arbitration Committee and the Maritime Arbitration Committee in the 1960s.

After 1986, significant changes in state policy raised awareness of arbitration in Vietnam. This came in the form of the

conclusion of a number of bilateral investment treaties<sup>1</sup> and eight regional and bilateral free trade agreements, as well as the accession of Vietnam into the New York Convention on 12 September 1995, effective on 11 December 1995.<sup>2</sup>

In the early 2000s, the National Assembly Standing Committee issued the first legislation on arbitration called Ordinance No. 08/2003/PL-UBTVQH11 on Commercial Arbitration on 25 February 2003, effective on 1 July 2003 (“**Ordinance**”).

The Ordinance created the very first foundation for the development of arbitration in Vietnam. Seven years later, the National Assembly of Vietnam passed the current Law No. 54/2010/QH12 on Commercial Arbitration (“**LCA**”) on 17 June 2010, effective from 1 January 2011.

The LCA is considered as the cornerstone of ADR in general and commercial arbitration in Vietnam, and it is relatively in line with the amended 2006 UNCITRAL Model Law, with slight modifications to adapt with the situation in Vietnam. The significance of the LCA, in comparison to the UNCITRAL Model Law, include, amongst other things:

- The lack of the definition of “commercial activities” that are arbitrable in the LCA, which is in turn defined in the 2005 Commercial Law of Vietnam. This makes the scope of arbitrable activities unclear with regard to tort claims of a commercial nature in the UNCITRAL Model Law.

- The LCA, instead of distinguishing between domestic arbitration and international arbitration, only provides for the definition of “foreign arbitration” and “foreign arbitral award”. This distinction is based on the nationality of the arbitration institution rather than the seat of the arbitral award.
- Domestic ad hoc arbitration awards are required to be registered with national courts in order to be enforced by the state enforcement agency.

To facilitate the implementation of the LCA, the Government issued Decree No. 63/2011/ND-CP dated 28 July 2011, and the Council of Judges of the Supreme People’s Court of Vietnam issued Resolution No. 01/2014/NQ-HDTP dated 20 March 2014 (“**Resolution 01/2014**”). Resolution 01/2014 is another milestone in establishing a pro-arbitration approach in Vietnam as it ensures the effectiveness of arbitral proceedings by addressing the gaps of the LCA, such as providing the legal ground for a local court to order interim relief to support foreign arbitration seated in Vietnam, guidance on invalid and inoperable arbitration agreements, and other issues related to the principle of competence-competence and the annulment of arbitral awards.

Unlike the UNCITRAL Model Law, the recognition and enforcement of foreign arbitral awards in Vietnam are not governed by the LCA but are regulated by a chapter of the 2015 Civil Procedure Code, which is analysed below.

### **Overview of Maritime Law in Vietnam**

Maritime law in Vietnam dates back to the period before 1990 when international maritime activities were governed by by-law documents issued by the Government and relevant Ministries. Nevertheless, it was not until 1990 that the first maritime

code was issued, building the foundation for maritime activities under Vietnamese laws. The 1990 Maritime Code replaced the majority of previous legislative documents on maritime activities and became a major milestone for Vietnam in the attempt to integrate with international maritime law. The legislation has internalised several provisions of generally recognised international conventions of the International Maritime Organization (IMO), Comité Maritime International (CMI), and United Nations Conference on Trade and Development (UNCITAD) on legal issues relating to the maritime industry.<sup>3</sup>

After 13 years of implementation, in consideration of the progress of the development and international business integration of Vietnam in general and of the maritime industry in specific, the amendment and supplementation of the Maritime Code is vital. The amendment and supplementation of the Maritime Code are based on certain principles, including: (i) to inherit and be compatible with the reality of the industry, (ii) to ensure the unification of other laws within the Vietnamese legal framework, and (iii) to ensure that the amendment and supplementation must be in line with the developing conditions of the Vietnamese maritime industry and be unified with international maritime treaties and customs. Accordingly, the National Assembly of Vietnam promulgated a new Maritime Code in 2005, effective from 1 January 2006.

Thereafter, on 27 August 2008, the National Assembly Standing Committee issued Ordinance No. 05/2008/UBTVQH12 on procedures on ship arrests, reflecting basic principles of the arrests of ship to secure maritime claims as set out in the 1952 and 1999 Conventions on Ship Arrests even though Vietnam has not been a Contracting Party to these Conventions.

Furthermore, the first legislation on the law of the sea was passed by the National

Assembly of Vietnam in June 2012 under the name of Law No. 18/2012/QH13 on the Vietnamese sea, which reflects fundamental principles of the 1982 UNCLOS. These legislative documents, together with its supplementations and guidance, formed a legal framework for the development of the maritime industry of Vietnam.

After 10 years of implementation, the 2005 Maritime Code faced certain drawbacks, one of which was the heavy reliance on the by-law documents due to its general drafting. In order to govern the maritime industry with significant developments in Vietnam and match with other legislative documents also stipulating certain aspects of maritime law, the National Assembly of Vietnam passed the current Maritime Code on 25 November 2015, which took effect from 1 July 2017.

In addition, in an attempt to integrate into the community of international maritime law, Vietnam acceded to a number of international conventions, including, amongst others:

- 1982 United Nations Convention on the Law of the Sea (1982 UNCLOS)
- 1948 Convention on the International Maritime Organization and its 1993 Amendment (IMO Convention)
- 1966 International Convention on Load lines (1966 Load Lines Convention)
- 1969 International Convention on Tonnage Measurement of Ships (1969 Tonnage Convention), 1972 International Regulations for Preventing Collisions at Sea (1972 COLREGS),
- 1974 International Convention for the Safety of Life at Sea and its 1978 Protocol (SOLAS Convention)
- 1978 International Convention on Standards of Training, Certification and Watchkeeping for seafarers (1978 SCTW Convention).

Several provisions of these conventions have been adopted into domestic legislation, which has created uniformity between the regulations applicable to foreign and domestic vessels. Vietnam, however, is not a contracting party of any international convention on carriage of goods, but several provisions of the 2015 Maritime Code are in line with the 1968 Hague-Visby Rules, the 1978 Hamburg Rules, and the 2009 Rotterdam Rules.

### **Enforceability of Foreign Awards in Vietnam**

As mentioned earlier, Vietnam is a member of the New York Convention, and the regulation on the recognition and enforcement of foreign arbitral awards in Vietnam have been adopted into Vietnamese laws and is currently governed by Chapter XXXV-Part VII of Civil Procedure Code No. 92/2015/QH13 (“**2015 CPC**”).

To date, Vietnam has also concluded bilateral treaties on judicial assistance on civil matters with 17 countries, eight of which refer to the application of New York convention, and the remaining treaties stipulate specific procedures for recognition and enforcement of foreign arbitral awards in Vietnam.<sup>4</sup>

The 2015 CPC, within its own context, does not provide a definition for a foreign arbitral award, but instead refers to the definitions already established under the LCA.

Pursuant to the LCA, a foreign arbitration means “*an arbitration established under foreign arbitration law as per the parties’ agreement to resolve dispute either outside or inside the territory of Vietnam*”.<sup>5</sup> As explained earlier, an arbitration seated in Vietnam but under the rules of the foreign institution would still be considered a foreign arbitration. Thus, foreign arbitral awards are defined as awards issued by “*foreign arbitration*” institutions either outside or inside the territory of Vietnam.<sup>6</sup>

The “foreign” element of arbitral awards shall be determined by the “nationality” of the arbitration institution rather than the place of issuance,<sup>7</sup> which is different from the approach of the New York Convention and the UNCITRAL Model Law. The definition of the LCA, however, still complies with Article I(1) of the New York Convention.<sup>8</sup>

The CPC also provides for the prescriptive period for the application for recognition and enforcement of foreign arbitral award in Vietnam, which is three years since the effective date of the award.<sup>9</sup> In order to seek for the recognition for enforcement of foreign arbitral awards in Vietnam, award creditors shall file a dossier including the application enclosing the arbitral award and arbitration agreement together with other supporting documents. The dossier should be submitted to the competent provincial court except for the cases the judicial assistance treaties expressly require the submission of the dossier to the Ministry of Justice.<sup>10</sup>

With regard to the grounds for refusal of recognition, apart from replacing the concept of “public policy” in the New York Convention by the unique concept of the “fundamental principles of the laws of the Socialist Republic of Vietnam”, other circumstances whereby the Court might refuse to recognise and enforce a foreign arbitral award<sup>11</sup> are quite similar to the provisions of Article V of the New York Convention and Article 36 of the UNCITRAL Model Law. Notably, unlike its predecessor, being the 2004 Civil Procedure Code amended in 2011, the 2015 CPC clearly stipulates that the burden of proof of the existence of the grounds for refusal of recognition and enforcement of foreign arbitral awards shall be borne by the award debtor. After the award is recognised by the court, it shall be enforced by the state enforcement agency under the provisions of the 2008 Law on the Enforcement of Civil Judgements (as amended in 2014 and 2018).

In the past, the high number of foreign arbitral awards being refused recognition by the Vietnamese courts due to the non-compliance with the New York Convention<sup>12</sup> used to be a serious concern for foreign investors for several years.<sup>13</sup>

Prior to the new pro-arbitration approach of Vietnamese courts (thanks to the establishment of Resolution 01/2014 and the 2015 Civil Procedure Code), it was reported that 24 out of 52 applications (46.2 percent) for recognition and enforcement of foreign arbitral awards in Vietnam were dismissed. Notably, the “violation of fundamental principles of Vietnamese laws”, while not officially guided by any legislation, used to be a frequent ground for refusal of recognition of foreign arbitral awards in Vietnam. However, international organisations and projects, such as the International Finance Corporation (IFC) under World Bank Group, the United States Agency for International Development Governance for Inclusive Growth (USAID GIG), supported the Ministry of Justice and the Supreme People’s Court in the holding of a number of training for the local judges on this topic. This has created positive changes on the situation of recognition and enforcement of foreign arbitral awards in Vietnam.

In particular, the recent statistic on the number of refused awards has significantly decreased to around 21 percent of all applications.<sup>14</sup>

Prior to 2014, the ground of “violation of fundamental principles of Vietnamese laws” was widely interpreted by the local courts. To be specific, certain Vietnamese legislation, such as the 2015 Civil Code, the 2005 Commercial Law or the LCA, provide for specific provisions labelled as the fundamental principles of such laws. Accordingly, in theory, the local court should only invoke the above ground if there are violations of only those specific fundamental provisions. However, there were cases where the local courts invoked

other normal provisions of these laws to hold that fundamental principles of Vietnamese laws had been violated and accordingly declined the recognition of foreign arbitral awards. As a result, any difference between the substantive law applicable to the dispute and the Vietnamese law could be invoked as a violation of fundamental principles of Vietnamese laws. This has caused foreign arbitral awards to be easily denied recognition and enforcement by the Vietnamese courts. Currently, though the ground of “violation of fundamental principles of Vietnamese laws” is still invoked, there has been a more cautious approach of local courts since the early 2010s.<sup>15</sup>

Notably, in September 2020, the Ministry of Justice published a report on how Vietnamese courts handled the applications for recognition and enforcement of foreign arbitral awards calculating from 2012.<sup>16</sup> This illustrates a transparency of the results of the recognition and enforcement of foreign arbitral awards procedure. Currently, a resolution illuminating the procedure for recognising and enforcing foreign arbitral awards in conformity with the New York Convention and the 2015 Civil Procedure Code is being drafted by the Supreme People’s Court.<sup>17</sup> It is expected that the issuance of the guidance from the Supreme People’s Court on the recognition and enforcement of foreign arbitral awards would further improve the current situation and ease the concerns of foreign investors on the enforceability of the foreign arbitral awards in Vietnam.

### **Institutional vs ad hoc Arbitration – Vietnamese perspectives**

Vietnamese laws, particularly the LCA, do recognise both forms of arbitration, namely institutional arbitration and ad hoc arbitration.

Pursuant to the LCA, domestic institutional arbitration is defined as a form of dispute settlement at an arbitration centre under the LCA and the rules of proceedings of such arbitration centre. Like in international law and practice, the arbitral procedure of institutional arbitration shall follow the arbitration rules of the arbitration centre.

After the issuance of the institutional arbitral award, if the award debtor does not perform the award within the period as specified, and there is no application for the annulment of such award, the award creditor can directly apply to request the Civil Judgement Enforcement Agency to coerce the award debtor to perform the award.<sup>18</sup> Foreign institutional arbitral awards must however be recognised under the 2015 CPC before its enforcement within the territory of Vietnam.

Domestic ad hoc arbitration is defined as a form of dispute settlement under the LCA in which the procedure shall be governed by the regulations of the LCA and approved by the parties.<sup>19</sup> Indeed, the LCA respects and prioritises parties’ agreement on the ad hoc arbitral procedure save for the case where the agreed procedure is contrary to the provisions in the LCA.<sup>20</sup> If the parties do not agree on the arbitral proceeding, the LCA promulgates certain provisions to assist and supervise the dispute settlement via ad hoc arbitration.

For example, regarding the establishment of an ad hoc arbitral tribunal, the local courts are entitled to appoint (i) an arbitrator for the respondent, (ii) a presiding arbitrator, or (iii) a sole arbitrator per the request of the parties, whenever there is no agreement or appointment from the involved parties or party nominated arbitrators.<sup>21</sup> Unless otherwise agreed by the parties, the commencement date of ad hoc arbitration shall start from the receipt date of the request for arbitration by the respondent.<sup>22</sup> The statement of defence and counterclaim of the respondent shall

be submitted within 30 days from the receipt of the request.<sup>23</sup>

The local courts also assist the arbitral tribunal in collecting evidence,<sup>24</sup> summoning witnesses,<sup>25</sup> or applying interim measures.<sup>26</sup> For domestic arbitration, the involved parties or the arbitral tribunal are entitled to apply to local court seeking for their assistance on the above matters. Nevertheless, for foreign arbitration, only those seated in Vietnam may seek for such assistance. Foreign arbitrations seated outside of Vietnam may only seek for Vietnamese court assistance by way of judicial assistance treaties but in practice it is not feasible. Additionally, the local courts also have power to resolve complaints about the jurisdiction of the arbitral tribunal<sup>27</sup> and applications for the annulment of arbitral awards.<sup>28</sup>

In order to apply for the enforcement of a domestic ad hoc arbitration award, the award creditor must register the award at the court where the arbitral tribunal has issued the award, even though this registration requirement does not affect the validity of the award.<sup>29</sup> However, it should be noted that the requirement of registration of an ad hoc arbitral award is only applicable for domestic arbitral awards and the laws are silent on foreign arbitral awards.

In terms of institutional arbitral awards, according to the report of the Ministry of Justice,<sup>30</sup> from 1 January 2012 to 30 September 2019, there were 14 applications to recognise and enforce SIAC arbitral awards in Vietnam and only four of which was dismissed. While the full texts of the court decisions are not published, certain reasons behind the dismissals have been reported.

In particular, one application was dismissed on the ground of violation of fundamental principles of Vietnamese laws, while another was for the violation of SIAC Arbitration Rules. Also, subject to the

full reasons of the court, there were dismissals in 2014 and 2015 on the controversial ground relating to the validity of contract which affected the existence of arbitration agreement. However, it can be seen from the statistics that eight SIAC awards were recognised since the establishment of the LCA as a sign of the pro-arbitration approach taken by local courts in Vietnam.<sup>31</sup>

As ad hoc arbitration is generally unreported, there is not much information or statistics on the number of ad hoc arbitrations in Vietnam. Nonetheless, according to the public information, so far, there has been only one ad hoc arbitration, which was conducted in accordance with the UNCITRAL Model Rules and administered by the VIAC. The dispute arose from an agreement for architecture design services, and during the arbitral procedure, the Court appointed a sole arbitrator pursuant to an explicit procedure within the arbitration agreement of the parties. The award debtor, later on, filed an application to annul the award on one of the grounds that the arbitrator, if not agreed by the parties, must be designated by the secretary general of the Permanent Court of Arbitration pursuant to Article 6 of the UNCITRAL Model Rules. However, the Court invoked its rights of appointment as mentioned above and considered the parties estopped from objecting the appointment during the arbitral procedure. The award was thus upheld.<sup>32</sup>

### **Status of SCMA Awards in Vietnam**

As the court database has only been available in recent years and there has not been any compulsory requirement to report cases on recognition and enforcement of foreign arbitral awards, there is a lack of information on the number of SCMA awards that have been recognised in Vietnam. To the best of our knowledge to date, there was only one reported court decision relating to the recognition and

enforcement of SCMA Award in Vietnam publicly available.

In Decision No. 27/2015/QDPT-KDTM dated 19 August 2015, the High People's Court of Ho Chi Minh City dismissed the application for recognition and enforcement of a Singapore arbitral award, amongst other things, for the reason that the award was not yet legally binding on the parties as the award creditor failed to prove the registration of the ad hoc arbitral award in Singapore. The Vietnamese court found that the registration was a basic requirement for the validity of the arbitral award.

In that case, the award creditor was a shipowner having concluded a fixture note on the chartering of its vessel to carry goods from Thai Lan to Vietnam with the award debtor in 2011. Due to the failure of the award debtor in making payment of the freight, the award creditor appointed a sole arbitrator to commence arbitral proceedings under a provision in the fixture note.

The arbitral award was issued in 2012 in favour of the shipowner, who then applied to the local court in Vietnam for recognition and enforcement. According to the first-instance decision No. 156/2014/QDST-KDTM, the People's Court of Ho Chi Minh City decided to recognise and enforce the Singapore arbitral award on the ground that (i) the award debtor could not prove the invalidity of the award and (ii) the award debtor was duly served with arbitral related documents.

However, the High People's Court of Ho Chi Minh City under its Decision No. 27/2015/QDPT-KDTM reversed the lower court's decision pursuant to Article 370.1 of the 2004 Civil Procedure Code amended in 2011, where one of the relevant reads as follows:

**Article 370. - Cases of non-recognition**

*1. Foreign arbitral awards shall not be recognised and enforced in Vietnam in the following cases:*

...

*f) The foreign arbitral awards have not yet been legally binding on the parties;*

...

The ambiguity of this decision is that from the court's perspective, one of the objections is that the arbitral award issued under ad hoc proceeding must be verified by the competent Singapore court.<sup>33</sup>

Since the award creditor did not prove the validity of the award, the Court eventually refused the recognition of the Singapore arbitral award. However, we understand that the registration requirement of an ad hoc arbitral award is only optional rather than mandatory in comparison with certain countries.<sup>34</sup> The High Court in this case seemed to apply the provisions of the LCA on the compulsory requirement for registration of an ad hoc arbitral award for enforceability. However, it should be noted that this decision was based on the 2004 CPC, while currently, pursuant to the 2015 CPC, the burden of proof is borne by the award debtor. Therefore, this decision should be considered as an exception rather than normal court practice in Vietnam.

An arbitral award rendered under the arbitration model of SCMA would likely be considered as a foreign award. However, there should not be any discrimination between SCMA awards and any other institutional foreign arbitral awards in terms of the procedure for recognition and enforcement in Vietnam, as well as the grounds for refusal of recognition of such awards. It is expected that with further training in the future, the local courts would not impose any additional requirements for registration of ad hoc arbitral awards.

Furthermore, even in case of a request by the Vietnamese courts, the validity of the award could be easily confirmed by SCMA, preferably by a certificate enclosed with the award.

## **Conclusion**

Vietnam has been improving the pro-arbitration approach of local courts since the passing of the LCA in 2010.

Vietnamese arbitration law, in line with the UNCITRAL Model Law and the New York Convention, did recognise a distinction between institutional arbitration and ad hoc arbitration, with court registration for ad hoc domestic arbitral awards being an additional requirement. However, under the 2015 CPC, there is no longer any explicit distinction between foreign institutional arbitral awards and foreign ad hoc arbitral awards, meaning that all foreign arbitral awards must be recognised by the competent local courts under the same regime stipulated by the provisions of the 2015 CPC before being enforced within the territory of Vietnam.

With the further development of the shipping industry and the increase in the number of maritime-related transactions concluded between Vietnamese and foreign parties, we can anticipate the increase of SCMA awards to be sought for recognition and enforcement in Vietnam in the near future.

It is hoped that the sound legal framework of both Vietnamese arbitration and maritime law inches closer to the international standards, and thus facilitates the ease of enforcement of SCMA arbitral awards in Vietnam.

1 Up to present, Vietnam has concluded 67 BITs with countries and regions across the world <<https://investmentpolicy.unctad.org/international-investment-agreements/countries/229/viet-nam>> last accessed on 18 August 2021.

2 Nguyen Manh Dzong and Nguyen Thi Thu Trang (2015), Vietnam Chapter, Global Arbitration Review – The Asia-Pacific Arbitration Review 2016.

3 Ministry of Transportation (2003), Report on the 13-year implementation of the Maritime Code (1991-2003).

4 According to Official Correspondence No. 33/TANDTC-HTQT of the Supreme People's Court dated 17 March 2021 regarding the judicial assistance and service of documents to foreign countries <<https://thuvienphapluat.vn/cong-van/Thu-tuc-To-tung/Cong-van-33-TANDTC-HTQT-2021-cong-tac-tuong-tro-tu-phap-tong-dat-van-ban-to-tung-ra-nuoc-ngoai-468111.aspx>> last accessed on 18 August 2021.

5 Article 3.11 of the 2010 Law on Commercial Arbitration

6 Article 3.12 of the 2010 Law on Commercial Arbitration.

7 Decision No. 142/2005/QDPT dated 12 July 2005 of the Supreme People's Court of Hanoi.

8 Article 1.1 of the New York Convention reads as follows: "This Convention shall apply to the recognition and enforcement of arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought, ... It shall also apply to arbitral awards not considered as domestic awards in the State where their recognition and enforcement are sought".

9 Article 451.1 of the 2015 Civil Procedure Code.

10 Article 452.2, 453.2 of the 2015 Civil Procedure Code.

11 Article 459.1 of the 2015 Civil Procedure Code.

12 Ministry of Justice, 'Report on assessment of and comparison between the laws of Vietnam on recognition and enforcement of arbitral award and the UNCITRAL Model Law, and recommendation on feasibility to apply the UNCITRAL Model Law on Vietnam' [http://vibonline.com.vn/du\\_thao/17048](http://vibonline.com.vn/du_thao/17048) last accessed on 18 August 2021.

13 Nguyen Ngoc Minh, Nguyen Thi Thu Trang and Nguyen Thi Mai Anh (2022), Arbitration developments in Vietnam: adapting to global challenges, Global Arbitration Review – The Asia-Pacific Arbitration Review 2022.

14 Ministry of Justice, 'Report on assessment of and comparison between the laws of Vietnam on recognition and enforcement of arbitral award and the UNCITRAL Model Law, and recommendation on feasibility to apply the UNCITRAL Model Law on Vietnam' <[http://vibonline.com.vn/du\\_thao/17048](http://vibonline.com.vn/du_thao/17048)> last accessed on 18 August 2021, see also Nguyen Ngoc Minh, Nguyen Thi Thu Trang and Nguyen Thi Mai Anh (2022), Arbitration developments in Vietnam: adapting to global challenges, Global Arbitration Review – The Asia-Pacific Arbitration Review 2022.

15 Ministry of Justice, 'Report on assessment of and comparison between the laws of Vietnam on

recognition and enforcement of arbitral award and the UNCITRAL Model Law, and recommendation on feasibility to apply the UNCITRAL Model Law on Vietnam' <[http://vibonline.com.vn/du\\_thao/17048](http://vibonline.com.vn/du_thao/17048)> last accessed on 18 August 2021.

16 See <[https://moj.gov.vn/tttp/Pages/dlcn-va-th-tai-Viet-Nam.aspx?fbclid=IwAR3Qs8iK7SY6yP9RmtSHnegKHLXYbejvd\\_w7zuQk93lfNStHl9tOvhGY3HQ](https://moj.gov.vn/tttp/Pages/dlcn-va-th-tai-Viet-Nam.aspx?fbclid=IwAR3Qs8iK7SY6yP9RmtSHnegKHLXYbejvd_w7zuQk93lfNStHl9tOvhGY3HQ)> last accessed on 18 August 2021.

17 Nguyen Ngoc Minh, Nguyen Thi Thu Trang and Nguyen Thi Mai Anh (2022), Arbitration developments in Vietnam: adapting to global challenges, Global Arbitration Review – The Asia-Pacific Arbitration Review 2022.

18 Article 66 of the 2010 Law on Commercial Arbitration.

19 Article 3.6, 3.7 of the 2010 Law on Commercial Arbitration.

20 Article 68.2(b) of the 2010 Law on Commercial Arbitration.

21 Article 41 of the 2010 Law on Commercial Arbitration, Article 8 of Resolution No. 01/2014/NQ-HDTP.

22 Article 31.2 of the 2010 Law on Commercial Arbitration.

23 Article 35.3, 36.2 of the 2010 Law on Commercial Arbitration.

24 Article 46 of the 2010 Law on Commercial Arbitration, Article 11 of Resolution No. 01/2014/NQ-HDTP.

25 Article 47 of the 2010 Law on Commercial Arbitration, Article 11 of Resolution No. 01/2014/NQ-HDTP.

26 Article 53 of the 2010 Law on Commercial Arbitration, Article 12 of Resolution No. 01/2014/NQ-HDTP.

27 Article 44 of the 2010 Law on Commercial Arbitration, Article 10 of Resolution No. 01/2014/NQ-HDTP.

28 Chapter Xi of the 2010 Law on Commercial Arbitration.

29 Article 62.1 of the 2010 Law on Commercial Arbitration.

30 See <[https://moj.gov.vn/tttp/Pages/dlcn-va-th-tai-Viet-Nam.aspx?fbclid=IwAR3Qs8iK7SY6yP9RmtSHnegKHLXYbejvd\\_w7zuQk93lfNStHl9tOvhGY3HQ](https://moj.gov.vn/tttp/Pages/dlcn-va-th-tai-Viet-Nam.aspx?fbclid=IwAR3Qs8iK7SY6yP9RmtSHnegKHLXYbejvd_w7zuQk93lfNStHl9tOvhGY3HQ)> last accessed on 18 August 2021.

31 Ibid

32 See <<https://www.viac.vn/en/view-of-arbitrators/vietnamese-centre-hosts-first-case-under-uncitral-rules-a90.html>> last accessed on 18 August 2021.

33 Nguyen Ngoc Minh, Nguyen Thi Thu Trang and Nguyen Thi Mai Anh (2019), Vietnam Chapter, Global Arbitration Review – The Asia-Pacific Arbitration Review 2020.

34 Redfern & Hunter, International Arbitration, 6th Edition, Oxford University Press, Para. 9.171-172.

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