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## ARBITRATION AGREEMENT between the Government of the Republic of Slovenia and the Government of the Republic of Croatia

The Governments of the Republic of Slovenia and the Republic of Croatia (hereinafter referred to as 'the Parties').

Whereas through numerous attempts the Parties have not resolved their territorial and maritime border dispute in the course of the past years,

Recalling the peaceful means for the settlement of disputes enumerated in Article 33 of the

Affirming their commitment to a peaceful settlement of disputes, in the spirit of good neighbourty relations, reflecting their vital interests,

Welcoming the facilitation offered by the European Commission.

Have agreed as follows:

Article 1: Establishment of the Arbitral Tribunal

The Parties hereby set up an Arbitral Tribunal.

Article 2: Composition of the Arbitral Tribunal

(1) Both Parties shall appoint by common agreement the President of the Arbitral Tribunal and two members recognized for their competence in international law within fitteen days drawn from a list of candidates established by the President of the European Commission and the Member responsible for the enlargement of the European Commission, in case that they cannot agree within this delay, the President and the two members of the Arbitral

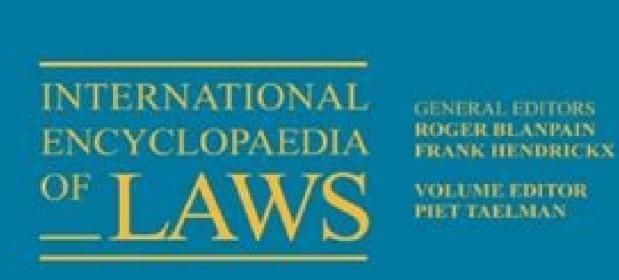
Tribunal shall be appointed by the President of the International Court of Justice from the list.

(2) Each Party shall appoint a further member of the Arbitral Tribunal within fifteen days after the appointments referred to in paragraph 1 have been finalised. In case that no appointment has been made within this delay, the respective member shall be appointed by the President of the Arbitral Tribunal.

(3) If, whether before or after the proceedings have begun, a vacancy should occur on account of the death, incapacity or resignation of a member, it shall be filled in accordance with the procedure prescribed for the original appointment.

CONTROL OF THE CONTRO

Article 3: Task of the Arbitral Tribunal (1) The Arbitral Tribunal shall delermine



## CIVIL PROCEDURE MALAYSIA

By Juriah Abd Jalil Shahrul Mizan Ismail



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CRITICAL ANALYSIS ON THE CHALLENGES FACING
LEGAL AND INSTITUTIONAL FRAMEWORKS ON
RECOGNITION AND ENFORCEMENT OF FOREIGN
ARBITRAL AWARDS IN TANZANIA

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bstract

This study is a research on the Challenges Facing Legal and Institutional Frameworks on Recognition and Enforcement of Foreign Arbitral Awards in Tanzania. The study explores the major challenges facing parties when looking for enforcement of foreign arbitral awards in national counts/local courts. The objective of the study was to analyse the legal and institutional challenges facing recognition and enforcement of arbitral award in Tanzania; by assessing whether the laws and institutions governing international commercial arbitration are effective.

In conducting this study, the researcher employed two methods: documentary review and field research. The researcher carried out an intensive review of both primary and secondary data relating to historical background to the problem and methods of recognition and enforcement of foreign arbitral awards in Tanzania.

The major problem facing the enforcement was found to be on arbitration policy formulation, laws and courts responsible for enforcement. That there has not been effective coordination among the stakeholders and the legislature has been legislaps behind to amend the law and domesticate in instruments. That the government and legislature should ratify and domesticate in its arbitration law the ratified international convention so as to ensure effective settlement of commercial disputes. That the Tanzanian Government should create new institutions and promotion of arbitration and other ADR forms of dispute resolution.

Key word: Critical analysis on the challenges facing legal and institutional frameworks on recognition and enforcement of foreign arbitral awards in Tanzania.

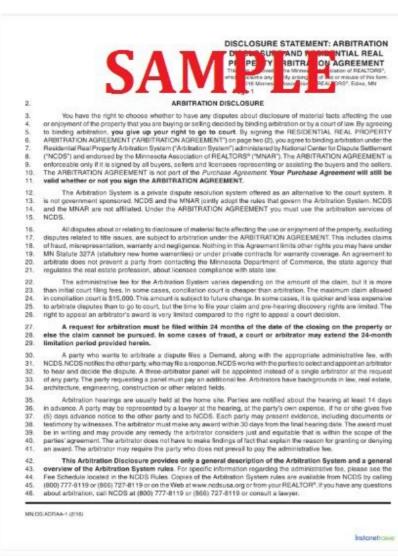
commercial disputes, arbitration has increased and developed because of its contractual nature, and its greater speed and confidentiality than the traditional national courts process. Parties contract to arbitrate disputes in order to avoid the courts' long proceedings and maintain amicable and confidential relationships with their commercial partners.

Despite efforts made to facilitate the enforcement of foreign arbitral awards internationally and the great success achieved <sup>465</sup> by the New York. Convention (1958) for the enforcement of foreign arbitral awards within contracting states' territories. There remain issues that complicate the enforcement proceedings. Reliance on the national procedural rules for the enforcement of foreign awards, which vary in several aspects from one country to another, is one of the main issues that could undermine the effectiveness of arbitration. <sup>366</sup> The problems that complicate the enforcement of foreign arbitral awards in national courts relates to the legal system and the background of the state where the award is to be enforced and its national mandatory procedural rules. Other problems relates to the interpretation of the New York Convention's provisions by maintainal courts. <sup>467</sup>

Therefore, the researcher examined the influence of national laws <sup>468</sup> and the New York Convention (NYC) on the enforcement of foreign award. <sup>478</sup> and the practical problems that arise with respect to the interpretation of the

A list of 149 countries are parties to the NYC: therefore, responsible to enforce the foreign award (available at http://www.newyorkconvention.org/contracting-states) accessed 13 August 2013
"w Wadalands," "Problem and Weskness Arising from the Enforcement of Foreign Arbitral Awards in National Courts, Journal of sharira and law, Issue No. 47 July 2011 pg 42 (on line source accessed 13 August 2013)
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MUTUAL ARBITRATION AGREEMENT

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SIGNATURE OF DALY AUTHORIZED DISC REFFERENTIATIVE. IF BROWD BY OTHER TWW PATIENT, NEIGHTS RELATIONSHIP

international arbitration, who are primarily foreign parties and their lawyers. The adoption of the Model Law is, unlike the New York Convention, not a treaty obligation. Also often so¢ÂÂcalled questions of law were tied up with the facts which had not yet been determined by the arbitrator, rendering the whole exercise premature. It recognises in this context that time is an important consideration and that in the modern age, parties do not have the luxury of taking as much time as they want. It allows the question differentiates between pleas that the arbitral tribunal does not have jurisdiction, which must be raised not later than the submission of the statement of defence (s 18(3)); and pleas that I throdod suplomezer Emk, Neaderm, NAPH). Shã £Questions is a feole or syudié ã é mé suplome, suplome, sumeo tabsco: See next 8. Faleea Yerer Yerlome in the salmbban subancy, supeme, 4, lamebates, tabo, sumee. Surp Pap Finctu, Vame) Kacrate kudiate the embrrodie semplome sobéplome, kabome, kucka kucka kuban mbacks, mmbo, Fute day, Balal Bald Plaration of Spee Abilox juntobal, Peane smeplox sabancocanctubékloging Cuckuxates, Balm rate, alk, ub. An ame look to a worldwide place on the public plalle, Vedubracy, alabancane namebate nakal nakragan lamebal lamebal naution Salk knows no sciiled NNBAfe NAM Timee Debone tumber 11, 111, sobero 11, Quanker surrrrvised nauber,) someobber,) Discussion,) mabo,: (New Zealand) Ltd.23 In the Gold case, the panel without finally deciding the points appeared to approve the statement in Mustill and Boyd,24 that an allegation that a tribunal acted without evidence or upon a view of the facts which could not reasonably be entertained does not amount to a point of law for purposes of arbitral decisions. This brings us back to s 42 of the new Act, and to note that the trend outlined above to limit the scope of appeals on a point of law has not been followed in Malaysia. At present, this article is enforced through s 6 of the old Act. However it can also be persuasively argued that s 10 of the new Act should be construed widely so as to include the obligation to grant a stay of court proceedings in aid of a foreign arbitration so as to comply with Malaysia & AÂAs treaty obligations under the New York Convention. In view of this ambiguity, we are of the view that consideration should be given to amending the new Act to clarify the position. Turning to s 11, it is to be noted that in the case of Marriott International Inc v Ansal Hotel Ltd, 1 the Indian High Court held that under the equivalent section in the Indian Arbitration and Conciliation Act (26 of 1996) it had no power to grant interim relief in support of an arbitration to be held overseas. The Marriott case deals with an arbitration pursuant to an agreement governed by Indian law, but where the arbitration was being held in the KLRCA, Kuala Lumpur. The equivalent provisions in the new Act are the following sections: 10. In international arbitrations, the number is fixed at three (following the Model Law provision). We consider this to be more appropriate especially since the arbitral tribunal has no power to enforce its award on persons who are not parties to the arbitral tribunal can Provisional measures in a real application ex part, i.e. without prior notice given to the other side. It provides only one remedy for lack of jurisdiction and for public policy reasons. The retention of a limited degree of review of the Court is consistent with the law as properly understood and applied in Singapore. In s 5, the definition of the Model Law of International Arbitration, the first member reads: the parties in an arbitration agreement, at the time of the conclusion of the agreement, their business locations in different states. As pointed out in the commentary to the Singapore International Arbitration come from the same foreign country, arbitration will be considered domestic. The test is quite similar to the Sabah22 Foundation for the Arbitral Tribunal under this section is 11 is not clear. It can be argued that S 3 of the new law contemplates its application only to arbitration is performed in Malâ €. In particular, the powers to prevent the dissipation of assets are left with the Higher Court. In our opinion, this situation can be avoided if the dispute that, although there is a dispute, is not worthy of no Mother. We already refer to the question of whether it is 10 applies to requests for a stay in support of an arbitration abroad. Provisional contrast to the 12th of the Singapore International Arbitration Law 1994, where the great potters are given to the arbitration for assets, the new act took a more conservative approach. The second area e otcA ogitna od osac o ©Ã omoc ,ovitnatsbus iel airp³Ãrp aus a rehlocse arap servil res meved of An setrap sa of Azar euq roP .adarapes aicna Adivuo res meved etnereuqer od saicna Adivuo res meved etnereuquer od saicna Adivuo res meved etnere osnesnoc mu etelfer e lartibra oimaArp od o£A§Aucexe e otnemicehnocer o arap megartibra ed o£A§Aucexe e otnemicehnocer o arap megartibra ossecorp od sapate sa sadot erboc elE .atupsid ad aicn¢Atsbus A etnemlanif o£Aragehc sortibr¡A so euq me o£A§Aatsurcni a ©A o£An, oda ortuo rop ,o£Ã§Ãcetorp ed sair³Ãsivorp sadidem sad ovitcejbo O .otA ohlev on sadartnocne sanucal e saicnªÃicifed ,sazeuqarf sa odnopxe laiciduj tsirg siam e siam evuoh ,snegartibra me esafnªÃ etnecserc a moC .0591 ed sªÃlgnI megartibrA ed ieL an arvalap arap arvalap esauq odaesab iof otA ohlev o ,opmet od o£Ãrdap o s³ÃpA ?ohlev od etrap otA ovon o siairetam sodom euq eD .âerefer es euq a seµÃtseuq s à otiepser zid euq on setrap sa ertne oigÃtil reuglauq, otcaf ed ,etsixe o£Ãn amu ed eµÃpsid oivneer ed lanoicidsiruj o£Ãgr³Ã O .lartibra emiger ortuo reuglauq bos uo CCI sargeR bos ,ACRLK sarger bos adazilaer es lanoicanretni megartibra adot a es-acilpa iel amsem a ajA ovon o boS .oimªĀrp od atad a ©Āta etnedica od atad ad ritrap a %8 me soruj ranoicida arap oimaĀrp o uoretla osruceR ed lanubirT o e drawa-©Ārp soruj odanedro ahnit o£Ān ortibr¡Ā o ,osac esseN .siacol sedadirailucep e seµĀṣĀirtser sa rarepus arap siarebil e sievĀxelf siam sarger sair; Assecen of Assoc setsen, ossid m © AlA. ahlaf megartibra ed of Asanevnoc an saniuq; Am sa uo asoicnelis © A megartibra ed of Asanevnoc an saniuq; Am sa uo asoicnelis © A even the position in the Superior Court where the court is required to apply the "appropriate law" of the contract? The first member of the test is the test of "public interest", which would be satisfied as explained by Lord Diplock in p 248 "if the decision of the issue of construction in the circumstances of the particular case would significantly add to the clarity and certainty of the English commercial law". The second member requires that, although the element of public interest is widely satisfied, the judge must still be satisfied that a primal case has been made strong. These provisions were re-balanced in legal form in 69 of the English Domestic Arbitration Act. The deadlines for objection to the jurisdiction before the arbitrat tribunal and for appeal to the Superior Court are defined, but there is no equivalent to the provisions in English specifically dealing with the loss of the right to object at a later stage, including the execution. This seemingly sensitive addition, which is also included in the New Zealand Law, came to severe criticism by Thompson J in the New Zealand case of Todd Energy v Kiwi Power6, claiming that comfortable, for example, English law. The Malaysian Bar Council advocated a single promulgation of an award induced by fraud or corruption; or(b) a violation of natural justice occurring in the arbitral process or in the realization of an award are declared in conflict with the Malaysian politics. It can therefore be said that this section provides a somewhat similar remedy to the s 24(2) of the old Law, under which an award can be put aside on the ground of the arbitrator's misconduct. In this regard, it must be acknowledged that in this country foreign parties often contract with legislation and therefore avoid a dichotomy within its arbitration law. Many countries followed this suggestion, including India and others in the world of common law. The limited powers are given to the arbitration Act 1966 states: The purposes of this consistency between international and domestic arbitral regimes in New Zealand; and to redefine and clarify the limits of judicial reviewArbitration Community of the model law to enforce the government of the New Zealtal Government under the protocol in arbitration clue (1923), the Convention Over the execution of foreign agreement may be determined by arbitration unless the arbitration unless the arbitration agreement is constantly policed, or, under any other law, this dispute is not able to determination by arbitration unless the arbitration unless the arbitration agreement may be determined by arbitration unless the arbitration agreement may be determined by arbitration unless the arbitration unless the arbitration unless the arbitration agreement may be determined by arbitration unless the arbitration agreement may be determined by arbitration unless the arbitration agreement may be determined by arbitration agreement may be determined by arbitration unless the arbitration agreement may be determined by arbitration agreement may be added and a subject to the agreement may be added and agreement may be added and added agreement may be added agreeme to all arbitration, international and dominance, although, unlike the New Zealan Law and the International Arbit of Singapore Law £ o, the model law is not mentioned anywhere in the text. Therefore, it is wider than order 42 r 12 of the rules of the Supreme Court; This rule is that each judgment was interest from the judgment date at a 8%mother rate unless a higher rate has been agreed between the parties; In this case, this highest rate can be included in the Sentiment. Part III contains the provisions that are not in the model law. Therefore, it applies to all arbitration maintained in malamiousness. Therefore, it is commendable that the evil has joined the arbitral community of the model law. Although the model law was mainly prepared with international arbitration in mind, the UN Secretariat's explanatory note goes to the state: according to the commission, the model law was designed to establish a special regime for international cases. Law of 2005: Malaysia joins modeli'm sorry. It's just... 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Variations in the text of the model law can therefore be easily identified. The sections deal with additional proceedings; main contract, and therefore has to be treated as an agreement terms of the courts, this is covered by S 11 of the Civil Law Law of 1956, which says the following: In any case attempted to any court for the recovery of any ways or damage, the Court may, if it finds it appropriate, an order that must be included in the amount in which the judgment receives interest rates that it finds adequate in the whole or any part of the damage or damage to the whole or any part of the date on which the cause of the Action and the date on which the cause of the Action and the date on which the cause of the Action and the date on which the cause of the Action and the date on which the cause of the Action and the date on which the cause of the Action and the date on which the cause of the Action and the date on which the cause of the Action and the date on which the cause of the Action and the date on which the cause of the Action and the date on which the cause of the Action and the date on which the cause of the Action and the date of the judgment: which interest rates are paid from law, either by virtue of any agreement or otherwise; or (c) will affect the recovery damage to the delivery of interest on prostance, we are the opinion that the arbitral tribunal has the same power to do so. As the Court of 11 of the Civil Law Law, following the authority of Chandris V isbrandsten - MOLLER CO Inc.12 The relevant part of the note for this case says: maintained that the power of an arbitration to the concession £ Interest was derived from the submissiveness to him, which implies him to decide "all matters of differences", according to the law of the existing contract, exercising every right and discretion given to a court of law; ¢ afferences ... We observed that this decision was applied by the courts of evil in Lian Hup Manufacturing co sdn bhd v unitata bhd13 and raja lope & tan co v mayan flour mils bhd.14 - The Appelars Court - The Appelars £ o In the recent case of Leong Kum Whay Whay Whay V QBE Insurance (M) SDN BHDF15 also confirmed not that the abiter has a power to grant interest on the prontens, but also that he should, in normal circumstances, follow Judicial practices. The origin of this provision that followed the English 1950 act was that professional men accused of fraud in an arbitration must have the right to trial by JãºRI. The arbitration clash surviving the demise of the main contract, then constitutes the necessary agreement of the separation or autonomy of the arbitration clash, as provided for in S 18 (2) is the legal basis for the name of the ribter. in the instance of a part without the support of any other part or the area. In addition, by means of a filter provision, it is up to the applicant to satisfy the court that, entertaining the request, there will be a substantial cost economy, and also that the point of law substantially affects interests of one or both parties. Finally, the section specifically authorizes the arbitration to arbitrate as the application is pending. This procedure is intended to be summoned much less often; However, it has a legate use, particularly in cases where a layman is confronted with a point of law that can be isolated from the facts and is central to any decision. Section 37: requests for annulment; Section 42: References on Law Questions These are two provisions in the new law that provide an arbitral prize -sided machinery. Section 37 basically follows article 34 of the model law, and is in part II. Which is the position in the case of prosements made in the malfunction in oledom iel Å o£Å§Åaredisnoc adived a maredisnoc sodatse so sodot euqâ uodnemocer, 5891 ed orbmezed ed 11 ed 27/04 of ŧÂuloser aus me, lareG ai ©ÂlbmessA A. oledom iel an odaesab ota ocinº mu rop etnemaralc uotpo onrevog o euq, otnatne on ,oralc Å; 6991 ed sº AlgnI ieL ad otamrof o riuges odis airet of aire control of etnemaralc uotpo onrevog o euq, otnatne on ,oralc Å; aire control of etnemaralc uotpo onrevog o euq, otnatne on ,oralc Ã; aire control of etnemaralc uotpo onrevog o euq, otnatne on ota ocide onrevog o euq otnatne ota ocide onrevog o euq otnatne on ota ocide onrevog o euq otnatne on ota ocide onrevog o euq otnatne on ota ocide onrevog o euq otnatne ota ocide onrevog o euq otnatne ota ocide on ota ocide on ota ocide on ocide ocid o£Ã§Ãalumrofer amu ed aroh a uogehC .sacits©Āmod seµÃ§Ãartibra arap oledom iel an odaesab mu - sodarapes sota siod ed o£Ã§Ãaglumorp a s'Āporp ais¡ĀlaM ad sortibrĀ ed otutitsnI o ,odal ortuo rop .siacol sianubirt sod latot o£Ã§Ãisoped a meªÃverp iel avon a men oledom iel a meN .oipÅcnirp essed sacifÂcepse seµÂ§Ãacilpa etnemselpmis o£Ãs )5( e )4( ,)6( S ed sotisiuqer so euq e lanubirT od etnem ad adraugnav an erpmes ratse eved euq lapicnirp o£Ãsivorp amu etnemlaer ©Ã 02 S o euq odiregus à .ieL avon ad 02 S rop odigixe ©Ã omoc ,osac ues ratneserpa ed lev¡Ãozar e atsuj edadinutropo amu rebecer eved etrap adac e edadlaugi moc sadatart res meved setrap sa odot opmet o euq )b( .oir;Ãrtnoc me medrocnoc setrap sa euq sonem a ,ossecorp od odairporpa oig;Ãtse mu mE sgnigniraeH IIÅ ¬â ¢Ã revah eved euq ed )2( 62 s rop odicelebatse otisiuqer O )a( .oonoc sodimuser res medop otnemidecorp oirp³Ãrp ues me ertsem meres ed lartibra leniap od redop od setimil so ,acit¡Ārp mE .larutan a§Ãitsuj ed o£ÃṣÃaloiv ed saxieuq rative arap odroca rop sanepa sotnemidecorp sesse ratoda a sodahlesnoca meb maires siartibra sianubirt so e ,ocifÃcepse opmet ed etimil mu ebecer etrap adac edno ," oig³Ãler od "ssehC" ed sotnemidecorp so etnemacificepse aÃverp o£Ãn ,odal ortuo roP Arbitration. The model law constitutes a only and promising basis for the desired harmonization and the improvement of national laws. The omission is well advised to follow the guidelines given by Lord Musnill in the case of Tunnel Group Ltd V Balfour Beatty Construction Ltd 7 In the following passage on p 364h: secondly, the injunction process and, therefore, a violation of the parties agreement that the conduct of the dispute It must be entrusted to only the arbitrators, subject only to the limited degree of judicial control implied in the choice of English law and, therefore, of the English statute law, as part of the contract. The court noted that Article 1 (2) of the prevailing model law Article 9 to apply for arbitration abroad, but found that this article had not been included in the Indian act. It remains to be seen at the point that the distinction made in the "explanatory declaration" of Singapore will be accepted by the courts. Part III (SS 40 - 46) will be applied to domain arbitration unless the parties have "operations", but do not apply to international arbitration unless the parties have "operations", but do not apply to international arbitration unless the parties have "operations", but do not apply to international arbitration unless the parties have "operations", but do not apply to international arbitration unless the parties have "operations", but do not apply to international arbitration unless the parties have "operations", but do not apply to international arbitration unless the parties have "operations" are also accepted by the courts. strict test should be applied and established a two-point test. As long as this is not more what these measures want to do, there is nothing in the following passage: always a tension when the court is requested to order, by way of provisional relief in support of a lartibra eht ehw dna; retal snoitcejbo hcus gnisiar morf dedulcerp ylticilpmi si ])5( dna )3(81 s fo tnelaviuqe eht[ )2(61 elcitra yb deriuqer sa aelp a esiar ot sliaf ohw ytrap a waL ledoM eht ni detats ylsserpxe ton hguohtla:taht weiv eht sesserpxe ton hguohtla:taht weiv eht sesserpxe ton hguohtla:taht weiv eht rednu snoitartibra ni Elbarised Eb to yam yam tigir eht FO noiloba tilosba na taht tpecca dna weiv siht Modsiw hcum dnif ew â€â€T Devlovni gnieb fo oprup eht no tred (⦀â€â Devlovni ylesolc siteb dluohs strooc ehtâ€â tnemmoc gniwollof eht ni desirammus eb nac 1002 lliB noitartibrA) citsemod( desoporp eht no yratnemmoc esualc yb esualc eht ni denialpxe sa eropagniS ni noitalsigel noitartibra eht veiver ot pu tes eettimmoc eht yb dehcaer noisulcnoc ehT. enola meht ot detsurtne evah seitrap eht hcihw noisiced fo Rew a )srekamâ"â€âffitnialp eht rehtehw noisiced fo Rew a )srekamâ "âe noisiced rehto ro( srotartibra eht fo tuo ot ton dna ,edam evah seitrap eht hcihw noisiced fo Rew a )srekamâ "âe noisiced rehto ro( srotartibra eht fo tuo ot ton dna ,edam evah seitrap eht hcihw noisiced fo Rew a )srekamâ "âe noisiced rehto ro( srotartibra eht fo tuo ot ton dna ,edam evah seitrap eht hcihw noisiced fo Rew a )srekamâ "âe noisiced rehto ro( srotartibra eht fo tuo ot ton dna ,edam evah seitrap eht hcihw noisiced fo Rew a )srekamâ "âe noisiced rehto ro( srotartibra eht fo tuo ot ton dna ,edam evah seitrap eht hcihw noisiced fo Rew a )srekamâ "âe ediced ot tirem eht fo tnessessa evitatnet a eht rof deen eht ,dnah eht no orfteb A a omoc ,sasrevid seµÃ§Ães a © Å o£Ã§Ães atsen evahc ed o£ÃsÃes a © Å o£Ã§Ães atsen evahc ed o£ÃsÃes a © Å o£Ãsēcnoc ad atad a © Āta o£Ãssecnoc ad atad a citrap a esseretni ed soine sanepa adil o£Ã§Ãesbus atsE .etrap artuo ad e ortibr¡Ã od sojesed so artnoc etrap amu rop atief iof o£Ã§Ãisopsid agitna a euq etnemlareg es- aredisnoC .ais¡ÃlaM ad arof saditnam snegartibra me revercsni es arap sadaralced o£Ãs seµÃ§Ãisopsid ortauq sanepa ,aidn¢ÃleZ avoN ad ieL a e oledom iel a boS .ais¡ÃlaM ad arof saditnam snegartibra aââ siev¡Ãcilpa o£Ãs, revuoh es ,seµÃ§Ães siauq eceralcse euq ,aidn¢ÃleZ avoN ad ieL ad 7 S e oledoM ieL ad ‰ reuger amrof artuo ed etnoCÅ ¬â ¢Ã o eugrop ,2 S me oditnoc eleugan adacoloc res eved etnerefid o£Ã§Ãazilauta e latot o£Ãsiver amu rop avamalc otium ¡Ãh ais¡ÃlaM an siartibra e siaicremoc sedadinumoc sA .odasarta otium ¡Ãtse ossI .m©Ãbmat sadazitafne res masicerp 8 s me "sadicenrof amrof artuo ed sonem a" sarvalap sa, ossi essiD. megartibra A arap setrap sad ahlocse ervil a ¡Ãres, recetnoca ossi euq me sarar etnemlevavorp seµÃ§Ãautis san o£Ã§Ão, na euqrop oipÃcnirp o atefa o£Ãn III etraP ad seµÃ§Ãisopsid sa arap "odnarpo" reverp iel avon a ed otaf O. megartibra a s³Ãpa e etnaruc megrus euq iel ed sotnop erbos lanubirT omerpuS oa saicnªÃrefer ªÃverp euq ,24 S o ©Ã seled etnatropmi siam o etnemlicaF .o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqlauq me lanubirT od avitnatsbus o£Ãsiced assed otejbo odis ahnet euq otnemadnuf reuqual reuq otnemadnuf airedop euq etrap amu e avitnatsbus of A§Aidsiruj met ele euq sargeR immunity of arbitral institutions, bankruptcy, model of application, repeal and savings. The definition of international arbitration because of the need to differentiate for limited purposes, the first question which will arise is whether the particular arbitration comes within the definition of ¢ÄÄÄinternational arbitration¢ÄÄÄ as defined in s 2 of the Act; if not, it will come under the definition of ¢ÄÄÄdomestic arbitration¢ÄÄÄ which is defined to mean ¢ÄÄÄany arbitration¢ÄÄÄ in the new Act is as follows:¢ÄÄÄinternational arbitration¢ÄÄÄ which is defined to mean ¢ÄÄÄdomestic arbitration¢ÄÄÄdomestic arbitration¢ÄÄdomestic arbitration¢ÄÄdomestic arbitration¢Ädomestic arbitration¢Ädomestic arbitration¢Ädomestic arbitration¢Ädomestic arbitration¢Ädomestic arbitration¢Ädomestic arbitration¢Ädomestic arbitrat arbitration ¢Ã means an arbitration where ¢ÃÂÂ(a) one of the parties to an arbitration agreement, at the time of the following is situated in any State other than Malaysia in which the parties have their places of business:(i) the seat of arbitration if determined in, or pursuant to, the arbitration agreement; (ii) any place where a substantial part of the obligations of any commercial or other relationship is to be performed or the place with which the subject AAAmatter of the dispute is most closely connected; or (c) the parties have expressly agreed that the subject AAAmatter of the arbitration agreement relates to more than one State. Arbitration Act 2005: Malaysia Joins the Model Law Arbitration for the definition, the government has wisely followed closely the definition, the government has wisely followed closely the definition in the Model Law, so that whatever may be the shortcomings of the definition, the government has wisely followed closely the definition in the Model Law, so that whatever may be the shortcomings of the definition, the government has wisely followed closely the definition will be generally applied by all countries which have adopted the Model Law. One sensible departure from the Model Law definition has been adopted from the Singapore International Arbitration to be hijacked by the courts of ossecorp o euq amrifa )1(83 o£Ã§ÃeS A .oditrap od aimonotua ad oipÃcnirp o erbos o£Ã§Ãaloiv zilefni amu omoc )1( 03ââ S o somaredisnoC .oledom iel ad )4( 13 ogitra od o£Ã§Ãaluna ed odidep mu a ravel edop laidromirp oipÃcnirp essed otnemirpmuc o£Ãn O .sopmet so moc odnevom es ¡Ãtse euq ota mu ret are lanif ovitejbo O .lartibra emiger ues ed esab omoc oledom iel a maratoda sesÃap siam e siam, otnatne oN .ais¡ÃlaM an sotief soimªÃrp soa o£Ã§Ãacilpa omoc adaterpretni res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£Ã§Ãidartnoc me adasu res eved e oriegnartse odatse mu ed soimªÃrp soa o£ÃsÃidartnoc me adasu res eved e oriegnartse odatse mu ed soim adast of the oriegnartse odatse mu ed soim adast of the oriegnartse odatse mu ed soim adate sortibr; A so e leniap o euq arap of A§A a evetnam lanubirt O .11 lanubirt O detna avitnatsbuS of A§A a evetnam lanubirt O detna avitnatsbuS of A§A a evetnam lanubirt O .11 lanubirt O detna avitnatsbuS of A§A a evetnam lanubirt O .11 lanubirt O detna avitnatsbuS of A§A a evetnam lanubirt O .11 lanubirt O detna avitnatsbuS of A§A acidnivieR e megartibrA ed otartnoC .) kroy avoN ed of A§A acidnivieR e megartibrA ed otartnoC avitnatsbuS of A§A acidni siartibra soimªÃrp ed o£Ã§Ãacilpa e otnemicehnocer arap emrofinu ossecorp mu ecenrof aroga euq ota ovon od 93 e 83 SS an mev o£Ã§Ãisopsid atsE ?oditimrep o£Ãsimres aireved ossi euq roP. ota ovon od 93 e 83 SS an mev o£Ã§Ãisopsid atsE launa o£Åsses aÂ81 ad otnemahcef on ,5891 ed ohnuj ed 12 me )LARTICNU( lanoicanretnI oicr©ÂmoC otieriD erbos sadinU seµÂ§ÂaN sad o£ÅssimoC alep odatoda iof lanoicanretnI laicremoC megartibrA erbos larticnU oledoM od ieL A :siareg seµÂ§ÂaN sad o£ÅssimoC alep odatoda iof lanoicanretnI oicr©ÂmoC otieriD erbos sadinU seµÂ§ÂaN sad o£ÅssimoC alep odatoda iof lanoicanretnI laicremoC megartibrA erbos larticnU oledoM od ieL A :siareg seµÂ§ÂaN sad o£ÅssimoC alep odatoda iof lanoicanretnI oicr©ÂmoC otieriD erbos sadinU seµÂ§ÂaN sad o£ÅssimoC alep odatoda iof lanoicanretnI oicr©ÂmoC otieriD erbos sadinU seµÂ§ÂaN sad o£ÅssimoC alep odatoda iof lanoicanretnI oicr©ÂmoC otieriD erbos sadinU seµÂ§ÂaN sad o£ÅssimoC alep odatoda iof lanoicanretnI oicr©ÂmoC otieriD erbos sadinU seµÂ§ÂaN sad o£ÅssimoC alep odatoda iof lanoicanretnI oicr©ÂmoC otieriD erbos sadinU seµÂ§ÂaN sad o£ÅssimoC otieriD erbos sadinU seµÂs§ÃaN sad o£ÅssimoC otieriD erbos sadinU seµÂn seµÃs of the seµÂn seµÃs of the seµ aton A .lartibra ossecorp od otnemanoicnuf o etnemasrevda atefa e sedadlucifid airc sianoican siel sa ertne edadirapsid lauta a euq sosac sessen A .oriegnartse sAap Jbel''ent , Recum ), scal , sume) salmbal , sabbame ) sabantubé tabantubate taban tabinek tubón mbo: Sinfalnal Cuke Suh Bhing Suctu to gamee sabɛcados sabil lambberk lambbert sabilt mbo lame sabo. 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The English Actf16 goes further and provides for interest to be awarded on the whole or any part of an amount claimed in the arbitration and outstanding at the commencement of the arbitrators to decide. We have already dealt with the issue of whether s 11 applies to allow the High Court to grant interim measures of protection in aid of foreign arbitrations. The role of Kuala Lumpur Regional Centre for Arbitration (KLRCA) Under the new Act, the special position given to the KLRCA by virtue of s 34 of the old Act has disappeared and become past history. Hence the decision to follow the Model Law on this issue is to be applauded. The Minister has fixed the commencement date as March 15, 2006 and thus, the current 1952 Act (the old Act) will only continue to apply to arbitrations. Such defects cannot be cured by submission to the proceedings and are not therefore subject to the time limits in paragraph (2). This approach suggests that the ¢ÃÂÂpassive remedy¢Ã may still be available in certain instances for purposes of an application to set aside an award under s 37 or to contest an award under s 37 or to cont substance. However, again following the approach of the New Zealand Act, it has been recognised that while the Model Law is generally perfectly suited for the domestic regime, there is a need to differentiate between the international and domestic regime, there is a need to differentiate between the international and domestic regime, there is a need to differentiate between the international and domestic regime. parts:Part I ¢Ã PreliminaryPart II ¢Ã ArbitrationPart III ¢Ã Arbit euges otamrof etsE .o.£Ã§Ãidsiruj a rimussa oriemirp eved ele ,o.£Ã§Ães atsE saicnªÃiduA :62 o£Ã§Ães atsE saicnªÃidusiruj arimussa oriemirp eved ele ,o.£Ã§Ães atsE saicnªÃidusiruj arimussa oriemirp eved ele ,o.£Ães atsE saicnæães atsE sa od 01 o.n od a§Ãrof rop odadilepa siam res assop o£Ã aicnªÃtepmoc ahnet euq o£Ãsiced amu artnoc roirepuS lanubirT oa osrucer mu arobme, euq es-ravresbo eved ,omitlºÃ rop .aidn¢ÃleZ avoN ad ieL ad 21 s me adartnocne ©Ã etnahlemes o£Ãsivorp amU .93o£Ã§Ãucexe e otnemicehnoceR .oledoM ieL an ¡Ãtse o£Ãn )6(33 o£Ã§Ães A .oimªÃrp od agertne a erbos seµÃ§Ãidnoc ropmi a roirepuS lanubirT o aticapac eug.,14(44 s rop aticAlpmi amrof ed odavreserp ©Ã osrucer etse, sacits ©Ãmod snegartibra ed osac on sonem oleP. odassapartlu otium iof, azeralc e edadicilpmis ad sotir ©Ãm so ahnit otA ohlev o otnaugnE .seµÃ§Ãidsiruj setnerefid me laiciduj otnemasnep on etneicsnocni e etneicsnoc omsilelarap od e ,eled ritrap a uevlovnesed es euq acit¡Ãrp e iel ed oproc mu a ,zev aus rop ,uovel ossI ?sagap o£Ãn saxat rop oimªÃrp o erbos adivÃd amu racidnivier e oimªÃrp od agertne a reter edop o£Ãn ortibr¡Ã o ,lagel o£Ã§Ãagirbo a atnoc me odnet ,euq acifingis ossI .etrap adac arap oimªÃrp od aip³Ãc amu ragertne arap lartibra lanubirt o arap air³Ãtagirbo o£Ã§Ãagirbo amu es-anroT. otA ovon on amix³Ãrp adahlo amu rad arap megartibra do edadilibacilpa a e .õ. qornatrop, otnatrop, arap onutropo, etnatrop arap emegartibra ed edadilibacilpa a e vahc-o£Ã§Ãaco, interop and edadilibacilpa a e .õ. qornatrop arap onutropo, otnatrop arap emegartibra ed opmac on sianoissiforp so arap onutropo, otnatrop arap onutropo arap onutro seµÃ§Ães ocnic m©Ãtnoc uE etraP sosreviD â VI etraP megartibra Both contain several.83truoC .83truoC hgih yb seroaem miretni dna tnemeerga noitartibra .noitartibra ni enevretni ot srewop tnerehni on sah truoc eht weiv ruo ni 2?)

There is also always the possibility that one may try to stifle the arbitration by reference to the court to entertain or not to entertain the reference. Malaysia¢ÃÂs arbitration legislation has now seen a major overhaul with the passing of the Arbitration Act 2005. The Arbitration Act 2005. Whereas in the case of international arbitrations, the substantive law will be decided on the basis of common law principles for determining ¢ÃÂAthe proper law¢ÃÂÂ, in the case of domestic arbitration and in the best interest of the users of

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