XIII. VERBATIM RECORD OF THE HALF-DAY SPECIAL MEETING ON "INTERNATIONAL COMMERCIAL ARBITRATION" HELD ON FRIDAY, 1 JULY 2011 AT 9.00 AM

His Excellency Mr. Rauff Hakeem, President of the Fiftieth Annual Session in the Chair

President: Now we begin with the Half-Day Special Meeting on "International Commercial Arbitration". I invite the Secretary-General to make his introductory remarks.

Prof. Dr. Rahmat Mohamad, Secretary-General, AALCO: Mr. President, Hon'ble Ministers, Excellencies, Distinguished Delegates, Ladies and Gentlemen, It is indeed an honour and privilege for me to introduce this morning's Special Meeting on the theme, "International Commercial Arbitration".

Mr. President, International Commercial Arbitration has enjoyed a long history which predates the existence of organized systems of State's courts in different forms. Even though international commercial arbitration as a method of settling disputes has been known and employed by the global commercial community for centuries, there is now an increasing awareness that when parties are desirous of a binding decision – other than by way of litigation - and at the same time, wish to have a structured, full and fair legal process, arbitration is the preferred and plausible alternative to litigation.

Following the global trend in dispute resolution, arbitration has in recent years been elevated as the preferred method of alternative dispute resolution within the Asian-African region, particularly where international commercial transactions are concerned.

Mr. President, AALCO's association with this area goes back to 1970's where there were hardly any permanent arbitral institutions in the Asian-African region. This unsatisfactory situation prompted AALCO to realize the need to develop and improve the procedure for international commercial arbitration, the necessity for institutional support, develop necessary expertise and creative environment conducive to conduct arbitration in the Asian and African regions. This, it was expected, would process and guide the future of international commercial arbitration in a manner which led to the creation of a '*lex mercatoria'* which took into account the needs and concerns of developing countries.

Accordingly, AALCO has adopted its "Integrated Scheme for Settlement of Disputes" in 1978 at Doha (Qatar) Session, with a view to creating stability and confidence in economic transactions with the countries of the region. This Scheme envisaged the development of national arbitration institutions, establishment of Regional Centres under the auspices of the AALCO and making available the services of the specialized arbitration institutions to the countries of the Asian-African region within the framework of the 'Integrated Scheme'.

Mr. President, Pursuant to the scheme, the Regional Centres for Arbitration at Kuala Lumpur, Malaysia for the Asian region and at Cairo, Arab Republic of Egypt for the African region were established in 1978 and 1979 respectively. Later two more such Centres were established in Lagos (Nigeria) in 1989 and Tehran (Islamic Republic of Iran) in 2003. AALCO has also concluded an agreement with the Government of the Republic of Kenya in 2007, to establish its Fifth Regional Arbitration Centre in Nairobi to cater to the needs of the Eastern and Southern parts of the African continent. In this regard, I would take this opportunity to invite the attention of the Government of Kenya to speed up the process of operationalizing the Nairobi Regional Arbitration Centre.

Mr. President, the Regional Arbitration Centres are unique because they represent an effort on the part of developing countries at an inter-governmental level, to provide for the first time, a dispute resolution system on an integrated pattern with respect to international transactions of a commercial nature in the Asian-African region. The Arbitration Centres are also organising seminars, workshops and training programmes to promote arbitration culture and expertise in the two continents.

Mr. President, As the theme symbolizes vital importance to the Member States, in my term, I would like to press upon the revitalization of the Arbitration Centres on their effective functioning in order to cater to the needs of Asian-African region.

I would also like to invite the attention of the Directors of the Regional Arbitration Centres to have more coordinated approach among the AALCO Regional Arbitration Centres. In this regard, in rotation, they may consider hosting biannual arbitration Conferences involving other Regional Arbitration Centres of AALCO.

In order to strengthen the Regional Arbitration Centres of AALCO, the Member States are requested to support and utilize the Centres effectively.

Mr. President, It is my pleasure to inform you that the former Director of the Cairo Regional Centre for International Commercial Arbitration (CRCICA), Dr. Nabil Elaraby has become the Minister for Foreign Affairs in the Interim Government of Arab Republic of Egypt and also he has been elected as the Secretary-General of the Arab League very recently, he is due to take over this position in July 2011. AALCO feels truly privilege for having been associated with Dr. Elaraby during his tenure as the Director of the Cairo Centre. On behalf of the AALCO Secretariat, I wish him all the success in his new positions. Dr. Abdel Raouf has been appointed as the Acting Director of the Cairo Centre. While placing my wishes, I take this opportunity to welcome him to the family of AALCO.

Mr. President, In today's theme, there is a scholarly panel to discuss some of the pertinent issues relating to the intricacies of international commercial arbitration; matters relating to the Regional Arbitration Centres of AALCO; and sharing of experiences on the subject matter in the Asian-African region.

I sincerely hope that this Special Meeting would not only lead the Member States to a

conclusive thought on the subject matter, but also it would guide AALCO, the effective ways and means to strengthen the Regional Arbitration Centres of AALCO in the future. Thank you Mr. President.

Working Session I

President: I thank the Secretary-General for those lucid remarks on the subject matter that is to be discussed on this special session on the Fiftieth Annual Session. May I without much delay proceed to the next item which would be presentation by one of the Panelist on the subject "Recent Developments of UNCITRAL: New York Convention on the Rules of Arbitration". This subject would be presented by a distinguished Panelist hailing from Sri Lanka, Honourable Justice Salim Marsoof. Justice Marsoof is a sitting judge of the Supreme Court of Sri Lanka and is the former President of the Court of Appeal. Prior to the joining the judiciary, he has served the chamber of the Attorney-General's department for nearly three decades. He is currently a member of the Faculty Board of Law Faculty of the University of Colombo and a Member of the Board of Management of Judge's Institute. Justice Marsoof holds the Bachelor of Law Degree awarded by the University of Ceylon, Colombo. He was awarded Master of Laws Degree in Administrative Law by the University of Colombo and he also holds Master of Laws Degree in International Trade Law from the University of San Diego, California, USA. He is a Nuffield Fellow of the Institute of Advanced Legal Studies, University of London, United Kingdom. Apart from the landmark judgments Justice Marsoof has delivered from time to time, he is also the author of several books, book chapters and articles which have enriched our jurisprudence. He had been for sometime the Chairman of the Board of Examiners of the International Centre for Commercial Law and Practice-Arbitration centre. Justice Marsoof has been very much at the centre for Law Reforms and Chairman of the Committee appointed by the Minster of Justice to consider amendments to the Arbitration Act. I have much pleasure in calling upon Justice Marsoof to make his presentation.

Justice Salim Marsoof, Judge, Supreme Court of Sri Lanka: Thank you. Your Excellency, Rauff Hakeem, the President for this session; Excellency Prof. Dr. Rahmat Mohamad, Secretary-General of the AALCO, the other distinguished panellists at the head table, Your Excellencies, Distinguished Delegates, Ladies and Gentlemen, a very good morning to you all and hope you are enjoying the hospitality extended by Sri Lanka.

I have taken the liberty of adjusting my title of presentation. Pardon me for doing so. As the "Recent Developments of UNCITRAL: The UNICTRAL Rules of Arbitration and the New York Convention on the Enforcement and Recognition of Foreign Arbitral Awards". During my tenure traversing three decades as a State Counsel in Sri Lanka, which gave me the opportunity of getting involved in several important national and international arbitrations, including the famous *Mihaly* case before ICSID[1], I was also able to participate in several annual sessions of the Asian-African Legal Consultative Committee (as it was then named). I was also fortunate that I was able to visit the Cairo Centre for

[1] *Mihaly v Sri Lanka* (2002) 17 ICSID Review FILJ 142; (2002) 41 ILM 862. The author was the Senior Srilankan Counsel representing Sri Lanka in the hearings held in London and Washington, D.C.

International Commercial Arbitration in Egypt and the Regional Centre for Arbitration in Kuala Lumpur, Malaysia, which are two out of the five arbitration centres of the Asian-African Legal Consultative Organization, the other three being the ones in Lagos, Tehran and Nairobi, which has just joined the arena. These opportunities have helped me to keep abreast of developments in arbitration, particularly in the area of international commercial arbitration which is so very important for international trade.

The United Nations Commission on International Trade Law (UNCITRAL) which was established by the United Nations in 1966,[2] with a mandate to unify and harmonise international trade law, has played a major role in strengthening the infrastructure for the effective resolution of international commercial disputes through arbitration. In 1976, after extensive consultation with arbitral institutions and centres of international commercial arbitration, it adopted the UNCITRAL Rules[3] with a view of harmonizing rules of *ad hoc* arbitration for international commercial disputes. These Rules have been further revised, and we now have the UNCITRAL Rules 2010.[4]

The UNCITRAL Rules are now adopted in a vast majority of international commercial arbitrations and even a fair proportion of investor-state arbitrations.[5] With the objective of encouraging States to introduce uniform laws relating to arbitration, UNCITRAL also introduced in 1986 and revised in 2006, the UNCITRAL Model Law on International Commercial Arbitration,[6] which has been adopted by many nations. The Sri Lankan Arbitration Act has adopted many, but not all, of the provisions of the 1986 Model Law. This effort of UNCITRAL has provided some amount of uniformity and consistency in national arbitration legislation the world over.

As we all know and appreciate, the concept of "party autonomy" is the hallmark of arbitration, and is deeply enshrined in the provisions of the UNCITRAL Model Law as well as the UNCITRAL Rules of Arbitration. Accordingly, the parties select the arbitrators, the seat or place and mode of arbitration, the procedures for arbitration including the languages in which proceedings will be conducted, the applicable law of arbitration and all related matters without any hindrance or limitations from any source, whatsoever. The non-interventionist approach of the Courts towards the arbitral process, which is a manifestation of the concept of "party autonomy", is reflected in Article 5 of the UNCITRAL Model Law,[7] which declares that-

In matters governed by this Law, no Court shall intervene except where so provided in

[2] By UN General Assembly Resolution No. 2205 (XXI) of 17 December 1966.
[3] UNCITRAL Arbitration Rules, 1976 – Resolution 31/98 adopted by the UN General Assembly on 15th December, 1976 (hereafter referred to as the 'UNCITRAL Rules')
[4] *See*, Justice Clyde Croft, *The Revised UNCITRAL Arbitration Rules of 2010 – A Commentary,* which may be accessed at: *http://www.austlii.edu.au/au/journals/VicJSchol/2010/12.html*
[5] In the absence of any procedure to register arbitration proceedings following the UNCITRAL Rules, *supra* note 3, it is not possible to estimate the number of such arbitrations. However, according to UNCTAD statistics, as of November 2005, 219 treaty-based claims were known, with three-quarters of these filed since 2002. Of these, 65 had been arbitrated under the UNCITRAL Rules. *See*, *Investor-State Disputes Arising From Investment Treaties: A Review*, February 2006, UNCTAD/ITE/IIT/2005/4, at 5, available at http://www.unctad. org/en/docs/iteiit 20054_en.pdf.
[6] UNCITRAL Model Law on International Commercial Arbitration, 1985 – UN doc. A/40/17, Annex 1 (hereafter referred to as the 'UNCITRAL Model Law').
[7] Art. 5 of UNCITRAL Model Law, *supra* note 6.

this Law.

Although at first sight, this is a striking declaration of independence, it must be emphasised that the Model Law does not seek to exclude the participation of what it calls the "competent Court" in carrying out certain functions of arbitration assistance and supervision. In fact, it is noteworthy that at least 10 out of the 36 articles of the Model Law recognise a possible role for the national Court.[8]

The UNCITRAL Rules,[9] on the other hand, do not contain any explicit declaration of policy relating to judicial intervention, but it is possible to infer from their tenor that they generally do not envisage or encourage Court intervention. Nevertheless, there are, at least two clear provisions of the UNCITRAL Rules which appear to permit national Courts to intervene in arbitration proceedings. The first of these is Article 1(2) of the UNCITRAL Rules which provides that:

> "where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail." This provision seeks to recognise the mandatory rules of the *lex arbitri*.

The second, is Article 26(3) which provides that:

> "A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement."

These provisions recognise the need to reconcile policy and pragmatic considerations with the concept of 'party autonomy' which is so fundamental to international commercial arbitration, and emphasise that striking the proper balance in a myriad of competing considerations is the key to the development of a positive judicial attitude towards the arbitral process.

Although the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention)[10] was adopted by the United Nations eight years prior to the establishment of UNCITRAL, the promotion of the Convention has also become an integral part of the Commission's programme of work. The New York Convention, which has been described as "the single most important pillar on which the edifice of international arbitration rests,"[11] took the concept of "party autonomy" even further and by requiring Courts of contracting States to give effect to an agreement to arbitrate when seized of an action in a matter covered by an arbitration agreement and to recognize and enforce awards made in other States, subject to specific limited exceptions, such as public

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[8] *See, for example*, Art. 11 of UNCITRAL Model Law, *supra* note 6 (appointment of arbitrator), Art. 13 (challenge of arbitrator), Art. 16 (appeal against the decision of the arbitral tribunal on the issue of jurisdiction), Art. 27 (Court assistance in taking of evidence) and Articles 34 to 36 (ensure challenge to the arbitral award, or to its recognition and enforcement). *See further*, Schlosser, "*The Competence of Arbitrators and of Courts*" (1992), ARBITRATION INTERNATIONAL No. 2 at 189 and Kerr "*Arbitration and the Courts: the UNCITRAL Model Law*", 34 (1985) I.C.L.Q. 1.

[9] UNCITRAL Arbitration Rules, *supra* note 3.

[10] The United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10th June 1958).

[11] Wetter, *The Present Status of the International Court of Arbitration of the ICC: An Appraisal* (1990) 1 AMERICAN REVIEW OF INTERNATIONAL ARBITRATION 91 at 93.

policy and unarbitrability. In fact, it is the facility of easy enforceability that has given arbitration the edge over litigation, as the recognition and enforcement of foreign judgments has been riddled with problems and difficulties from time immemorial. Sri Lanka, which realized the importance of the global enforcement of arbitral awards early, was one of the original signatories to the New York Convention, and while the Convention has increased in popularity and at present 145 nations have become parties to it, the most recent entrant to the community is the Fiji Islands, which ratified the Convention on 27th September, 2010.[12]

While UNCITRAL has played a significant part in popularising international commercial arbitration, several other factors have also contributed to its popularity. Arbitration has earned its modern impetus thanks to the great technological advances of the twentieth century including the internet. In fact, the internet has surpassed the radio, the telex, the telephone, the television and the telefax in propelling the phenomenon of globalisation and facilitating easy movement of goods, services and funds. This in turn has generated an unprecedented surge in international commercial activity, which needless to say, has also given rise to a large volume of disputes which by their very nature demand speedy resolution. These developments and the need to face the challenges posed by them, kept the UNCITRAL working groups on their toes, so to speak, during the last decade or so.

At the thirty-first session of UNCITRAL held in New York from 1st to 12th June, 1998 to coincide with the fortieth anniversary of the New York Convention, the Commission considered that it would be useful to engage in a discussion of possible future work in the area of arbitration. It requested the Secretariat to prepare a note that would serve as a basis for the consideration of the Commission at its next session. At its thirty-second session held in Vienna, in 1999), the Commission had before it a note entitled "Possible future work in the area of international commercial arbitration"[13], which turned out to be a useful guide in the years to come. It is important to note that the various working groups of UNCITRAL have almost simultaneously carried out extensive studies and made useful strides in many areas of importance such as the requirement of written form for arbitration agreements, arbitrability, sovereign immunity, interim measures, consolidation of cases before arbitral tribunals, raising of claims for the purpose of set off, confidentiality, liability of arbitrators, power of tribunals to award interest, cost of arbitral proceedings, enforceability of interim measures of protection and the possible enforceability of an award that has been set-aside. Time constraints prevent me to go into details of all the useful work done by the working groups, except to say that tremendous progress has been made in most of these areas, while a great deal more has to be done.

It is however, necessary to focus in greater detail on the important work of revising the UNCITRAL Arbitration Rules of 1976. At its thirty-ninth session held in New York from 19th June to 7th July 2006, the Commission agreed that the topic of revising the UNCITRAL Arbitration should be given priority. The Commission noted that, as one of the early instruments elaborated by UNCITRAL in the field of arbitration, the

[12] *See*,http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html, accessed on June30, 2012.
[13] A/CN.9/460

UNCITRAL Arbitration Rules were recognized as a very successful text, adopted by many arbitration centres and used in many different instances, such as, for example, in investor-State disputes. In recognition of the success and status of the UNCITRAL Arbitration Rules, the Commission thought that any revision of the UNCITRAL Arbitration Rules should not alter the structure of the text, its spirit, its drafting style, and should respect the flexibility of the text rather than make it more complex. It was suggested that the Working Group should undertake to carefully define the list of topics which might need to be addressed in a revised version of the UNCITRAL Arbitration Rules.[14] A related issue concerned the question of online dispute resolution. It was suggested that the UNCITRAL Arbitration Rules, when read in conjunction with other instruments, such as the UNCITRAL Model Law on Electronic Commerce and the Convention on Electronic Contracts, already accommodated a number of issues arising in the online context, but it was essential to develop the law and procedure further. At its fortieth session held in Vienna from 25th June to 12th July 2007, the Commission again noted the importance of revising the Rules, which had not been amended since their adoption in 1976 and stressed that the review should seek to modernize the Rules and to promote greater efficiency in arbitral proceedings. The Commission generally agreed that the mandate of the Working Group to maintain the original structure and spirit of the UNCITRAL Arbitration Rules should remain unchanged. Since broad support had been expressed in the Working Group for a generic approach that sought to identify common denominators that applied to all types of arbitration irrespective of the subject matter of the dispute, in preference to dealing with specific situations, the Commission decided that the extent to which the revised UNCITRAL Arbitration Rules should take account of investor-State dispute settlement or administered arbitration remained to be considered by the Working Group at future sessions.

The work that led to the ultimate adoption of the UNCITRAL Rules of Arbitration, 2010 were momentous, and the new Rules deserve the attention of all in the arena of arbitration. The Revised Rules, which were adopted by UNCITRAL on 25th June 2010 came into effect on 15th August 2010. Although the revised Rules were not intended to significantly depart from the 'structure', 'spirit', or 'drafting style' of the 1976 version, there are several significant modifications, amendments and adjustments have been made in a number of important respects. Viewed simply from a quantitative basis, however, it appears that little has changed: the revised Rules have 43 articles as opposed to 41 in the 1976 Rules. Nonetheless, in practice, approximately half of the articles of the 1976 Rules have been revised in the 2010 Rules. Although the scope of these revisions were somewhat limited, it is no doubt true that the revised Rules offer significant modifications from the 1976 Rules. The Rules of 2010 contain more elaborate provisions dealing with appointing authorities and designated authorities, multiple parties arbitration, interim measures and the procedure to object to experts appointed by the arbitral tribunal. A number of innovative features contained in the Rules aim to enhance procedural efficiency, including revised procedures for the replacement of an arbitrator, the requirement for reasonableness of costs and a review mechanism relating to the cost of arbitration.

[14] *Official Records of the General Assembly, Sixty-first Session, Supplement No. 17 (A/61/17),* para. 184.

It is significant that UNCITRAL has been in the forefront of making arbitration, which is only a private system of dispute resolution, even more officious than the State apparatus for public justice, both from the perspective of cost and time. Party autonomy, which is the hallmark of arbitration, has been carried forward by UNCITRAL, through its Model Laws, Rules of Arbitration and other initiatives, which have helped to keep arbitration ahead of most other means of dispute resolution. These efforts are indeed praiseworthy, as they help to maintain the credibility and global acceptability of arbitration in the realm of world trade and politics, and make it easier for courts of law to give the arbitration the respect it deserves and encourage them to intervene in the arbitral process only for the purpose of facilitating and supporting arbitration without in anyway hindering the arbitral process.

In conclusion, let me thank the AALCO for inviting me to share my experience and thoughts with Your Excellencies on this important session of AALCO and may I take this opportunity of wishing the deliberations all success and also wishing all the delegates and Excellencies all the very best in Sri Lanka and your journey back home. Thank You.

President: Thank you very much Justice Marsoof for that very elaborate presentation on the recent developments of UNCITRAL with New York Convention on the Rules of Arbitration. We move on to the presentation by next panelist who will speak to us on the "Current Role and Functions of AALCO's Regional Arbitration Centres: The Revitalization Process". This topic would be presented by Mr. Sundra Rajoo who was appointed as the fifth Director of the Kuala Lumpur Regional Centre for Arbitration from 1 March 2010. He is a chartered arbitrator, an advocate and solicitor of the High Court of Malaya and has earlier practiced as an architect and town planner. He has been appointed as Chairman Co-arbitrator of three-men Panel and sole arbitrator in various ad hoc as well as institutional international and domestic arbitration. Some of the institutional arbitration includes those such as International Chambers of Commerce, the Chinese International Trade and Arbitration Commission, Singapore International Arbitration Centre, Kuala Lumpur Regional Centre for Arbitration and the Palm oil Refineries Association of Malaysia. Thus far, he has over 150 appointments as arbitrator. Mr. Sundra Rajoo was a visiting Associate Professor with the University of Technology, Malaysia. He is the founding President of the Society of Construction Law, KL and Selangor. Past Chairman of the Institute of Arbitrators and Past Council Member of the Malaysian Institute of Architects. Mr. Sundra Rajoo is the author of Law, Practice and Procedure of Arbitration 2003, the Malaysian Standard form of Building Contract (The PAM 1998 Form), Second Edition 1999, Lexis Nexis and Halsbury's Laws of Malaysia, 2002. He has also co-authored two books entitled the "Arbitration Act 2005 - The UNICTRAL Model Law as applied in Malaysia 2007", Sweet and Maxwell, Thomson and The PAM 2006 Standard Form of Building Contract, 2010, Lexis Nexis. I have pleasure in calling Mr. Sundra Rajoo to present the next topic.

Mr. Sundra Rajoo, Director, Kuala Lumpur Regional Centre for Arbitration: Thank you Mr. President. Your Excellency Secretary-General of AALCO, Distinguished Panelists, Ladies and Gentlmen;

The topic that I have been given is to talk about Revitalization of the Regional Arbitration Centres of AALCO. I suppose the reason that I am given that is because I was asked to do the same thing with the Regional Arbitration Centre, Kuala Lumpur. So without much delay, I would get into the topic.

Introduction

Since the dawn of 21st century, we have seen huge shifts and transformation in the way people think and what people want. We hear screams of equality, fairness and due process of justice at every corner of the world. People rebel against and overthrow government in search of true leaders. Changes and transformation vibrates at faster scale than ever before. From the time of invention of world internet web, we now see massive transformation in global economy and it is becoming one world. This is the time where arbitration and other alternative dispute resolution mechanism becomes attractive because of its ability to transcend national boundaries, parties to dispute regains control on the procedures, the choice of the arbitrator, the efficiency of cross border enforcement and many other positive attributes.

We see major shifts in international arbitration in Asia with centers and institutions coming out of their localities of set up and actively promoting their rules and facilities to the larger pool of international trade community. In the last decade, international arbitration begins to pulse in the Middle East. The international perception of arbitration as a viable means of dispute resolution in the Middle East has been bolstered by the establishment of regional arbitration institutions, including Cairo Regional Centre for International Commercial Arbitration, the Abu Dhabi Commercial Conciliation and Arbitration Centre, the Bahrain Arbitration Centre and the Dubai International Arbitration Centre ("DIAC"). The accession of several Middle Eastern states to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) also demonstrates a shift in the region's arbitration culture.

The revitalization process is on-going in all the regional centers under the auspices of AALCO only at different pace, scale and experience. It is now probably the time to share those experiences amongst member institution and in the spirit of togetherness under the shades of AALCO, shape the arbitration in this region to meet the global standards.

I will now continue with touching briefly on the set up of the AALCO's Regional Centres and its roles and functions and then go into the revitalisation process where I will share with member institution today the experience of KLRCA in these very recent years.

Regional Centres under auspices of AALCO, its role and functions

The Asian-African Legal Consultative Organization (AALCO), originally known as the Asian Legal Consultative Committee (ALCC) was constituted on 15 November 1956. It is considered to be a tangible outcome of the historic Bandung Conference, held in Indonesia, in April 1955. Seven Asian States, namely Burma (now Myanmar), Ceylon (now Sri Lanka), India, Indonesia, Iraq, Japan, and the United Arab Republic (now Arab

Republic of Egypt and Syrian Arab Republic) are the original Member States. Later, in April 1958, in order to include participation of countries of the continent of Africa its name was changed to Asian-African Legal Consultative Committee (AALCC). At the 40th Session, held at the Headquarters of AALCC in New Delhi, in 2001, the name of the Committee was changed to Asian-African Legal Consultative Organization (AALCO). It might seem to be a small nomenclature change; however, it has great symbolic significance reflecting the growing status of the Organization and the place it has secured among the family of international organizations.

One of the major achievements of AALCO in its programme in the economic field was the launching of its Integrated Scheme for Settlement of Disputes in the Economic and Commercial Transactions in 1978. Pursuant to that Scheme, AALCO decided to establish Regional Arbitration Centres under its auspices, which would function as international institutions with the objectives to promote international commercial arbitration in the Asian-African regions and provide for conducting international arbitrations under these Centres. This is one of AALCO's major contributions to public international law and international commercial dispute resolution.

Currently AALCO has Four Regional Arbitration Centres, the first to be established was in Malaysia, in 1978, the Kuala Lumpur Regional Centre of Arbitration (KLRCA). Subsequently two other AALCO Regional Arbitration Centres were established, respectively in Egypt in 1979, the Cairo Regional Centre for International Commercial Arbitration (CRCICA), and in Nigeria, in 1989, the Lagos Regional Centre for International Commercial Arbitration (LRCIC). The other Centre was established in Tehran, for which an Agreement was concluded between AALCO and Islamic Republic of Iran in 1997 and the President of the Islamic Republic of Iran has ratified the Agreement for implementation on 10 June 2003. The fifth such Centre is in the process of establishment in Nairobi, Kenya.[15]

The AALCO Regional Centres for International Commercial Arbitration is formed through Agreements between AALCO and the Host Governments. The Agreements recognise the status of the Centres as intergovernmental organizations and conferred certain immunities and privileges for their independent functioning. Their functions include:-

(a) Providing for arbitration and ADR under their auspices where appropriate;
(b) Promoting international commercial arbitration in Asian and African regions;
(b) Coordinating and assisting the activities of existing arbitral institutions, particularly among those within the two regions;
(c) Rendering assistance in the conduct of Ad Hoc arbitrations, particularly those held under the UNCITRAL Arbitration (and Conciliation) Rules; and
(d) Assisting in the enforcement of arbitral awards.

The Host Governments offers suitable premises, financial grants and necessary staff to run the Centres. The Centres adopts UNCITRAL Arbitration Rules with suitable

[15] http://www.aalco.int/ADR-PAPER22may2011.pdf

modifications and offered their services to any party whether within or outside the region for the administered arbitration and facilities for arbitration whether ad hoc or under the auspices of any other institution.[16]

Although in the beginning, the promotional activities of AALCO's Regional Arbitration Centres were primarily carried out by the AALCO, in view of experience accumulated over the years and the contacts established by these centres with Governments, governmental agencies and international institutions, such promotional activities are now mainly carried out by the Centres themselves. Such promotional activities are highlighted in the Reports of the Directors of the respective Centres.
The way I see it, the revitalisation process requires commitment and involvement at 3 levels, one the regional centre itself, then the host government and finally AALCO.

Road Map to Revitalisation of Regional Centres

1. Revitalisation of Regional Centre

As well said by Alan Redfern and Martin Hunter in their book (Law and Practise of International Commercial Arbitration, 2nd Edition, London: Sweet & Maxwell 1991, pg 155) that "An established and well organised arbitral institution can do much more to ensure the smooth progress of an international arbitration even if parties themselves… or their legal advisors… have little or no practical experience in the field".
I totally agree and belief that an institution plays a huge role in shaping the arbitration practices and well it is with such realisation that AALCO set up arbitral institution in strategic parts of the Asian African regions in the first place.

I am of the opinion that the revitalisation objective should be the evolution of the regional centres from the current low keyed institution catering for local domestic needs towards a true regional arbitral provider and then evolve to the scales of international centres in the likes of Hong Kong International Arbitration Centre (HKIAC), International Chamber of Commerce (ICC) and Singapore International Arbitration Centre (SIAC).

Some of the initiatives to be considered would be:-

i. Uniformity of Rules in all Regional Centres - Adoption of UNCITRAL Arbitration Rules 2010

The first vital step to revitalisation at Regional Centre level would be the adoption of the UNCITRAL Arbitration Rules 2010 (UNCITRAL Rules), with or without alteration or modification. The UNCITRAL Rules has a lot of objective merits and should also be supported and encouraged, at least for the sake of international consistency and harmony. It has the advantages of age and objectively high quality and has been tested in diverse jurisdictions and institutions internationally. More so, they were formulated under the auspices of the United Nations- made-up of states of all geographical regions of the globe- and, thus, available in all the languages of the United Nations. This is necessary step to be taken for centres wishing to attract and instill confidence and trust in arbitration as well as to facilitate trade and investment, both domestically and internationally.

[16] http://www.aalco.int/content/arbitration-centres

In our own experience, KLRCA was the first to adopt the UNCITRAL Rules and embodied with minimal modification into its Arbitration Rules (as revised in 2010) on the 15 August 2010. In the broad perspective, the 2010 Arbitration Rules not only ensure less scope for the abuse of the arbitration process, with arbitrators having the necessary discretion in key areas to ensure that the proceedings are conducted efficiently, fairly and in the most cost-effective way possible, the rules also provide good balance of the interests of both the users and the operators of international arbitration, with certain provisions increasing the accountability of arbitrators (such as in the areas of costs), and other provisions conferring immunity on the members of the tribunal.

Uniformity in the procedure of the Regional Centres will hopefully be followed by the harmonization of the applicable substantive dispute resolution norms.

ii. Offer range of products in terms of rules to cater for both the domestic and international trade requirement within its set up

I share the experiences of KLRCA where the centre introduced range of products to cater for specified needs of industries. For example, KLRCA introduced the Fast Track Rules 2010, Mediation / Conciliation Rules 2011 and KLRCA Rules for Islamic Banking and Financial Services Arbitration 2007.

Fast Track Rules 2010 was drafted in collaboration with the Malaysian Institute of Arbitrators to maintain arbitration as the preferred and premier method of alternative dispute resolution. It is aimed at providing an expedited arbitral procedure, enhance confidence in the arbitral procedure and settle disputes and produce the award within a short time frame. It is intended to be cost effective by offering competitive fixed fees. It targets disputes involving smaller quantum (less than RM1 million).

Mediation / Conciliation Rules 2011 adopt the UNCITRAL Conciliation Rules 1980 with modifications.

KLRCA Rules for Islamic Banking and Financial Services Arbitration 2007 provides a customized mechanism for the resolution of disputes in the Islamic financial services sector. KLRCA is one of the first arbitration centers in the region to provide institutionalized Islamic Banking and Financial Services Arbitration based on specialized rules.

KLRCA now has embarked into working closely with the Central Bank of Malaysia to revise the 2007 Rules and the new set of Rules is expected to be ready by the end of the year. With this, KLRCA will position itself as the first centre in the world to cater for Islamic banking and financial arbitration rules with which the centre plans to encourage references of arbitration from the Middle Eastern market.

With such initiative, KLRCA contributes to the government in its effort of internalisation of its capital market. Malaysia has had a head start in Islamic Finance and today it offers comprehensive coverage of Islamic financial services across banking, takaful and the capital market. The internationalisation of the capital market is a necessary pre-requisite

to strengthening Malaysia's Islamic Capital Market which is expected to increase almost threefold from RM1.1 trillion in 2010 to RM2.9 trillion in 2020.

iii. Promotional Activities - Packaging of products, training, road shows and participate in regional conferences with other centres.

Another KLRCA's interesting experience worth sharing is the active promotion undertaken by the centre. KLRCA packaged all the products i.e the rules and begins its active promotional activities and as a matter of great satisfaction, there were resulting spike in the statistics of cases registered with the centre thereafter.

KLRCA has organised various training courses, namely:

- Mediation Course held in collaboration with the Pepperdine University
- Diploma in International Commercial Arbitration Course held in collaboration with the Chartered Institute of Arbitrators and the University of New South Wales
- Arbitration Course held for the Senior Officers' of the AG's Chamber's Office
- Arbitration Course held for the Associated Chinese Chambers of Commerce (ACCCIM).

KLRCA will be playing host to the Asia Pacific Regional Arbitration Group Conference to promote the centre and also position Malaysia as a preferred venue for alternative dispute resolution. This year, KLRCA also have organised road shows in China and Hong Kong with the objective of promoting the centre and bring back case references from the countries.

iv. Centres to enter into cooperation agreement and memorandum of understanding with other centres, commercial organisations and conglomerates and promote the use of Model Clause.

This is one other effective ways to promote institutionalised arbitration by going to the roots setting out the arbitration agreement itself. Not only that KLRCA promotes the use of Model Clause, but also in its cooperation agreements and memorandum of understanding with industry player and other centres encourage the use of the model clause in all the contracts.

With this, whenever there is dispute, there will be uniformity in the process and the institution will benefit in increased number of arbitration registered cases.

Again as an example, KLRCA signed a Memorandum of Understanding (MOU) with the Associated Chinese Chambers of Commerce (ACCCIM) on 27th January 2011 wherein there will be nationwide road show for ACCCIM's 17 constituent members to reach out to more members in enhancing their knowledge on ADR as well as creating awareness on the benefits ADR as the preferred dispute resolution mechanism.

2. Revitalisation through Host Governments and organised private sectors

The Regional Centres need the support and goodwill of governments especially their host governments and of the organised private sectors within their regions, as well as those of international governmental and non-governmental bodies and institutions. The hosts Governments are required to continue their support through the provision of

favourable environment for the activities of the Regional Centres, e.g. adequate legal frameworks and infrastructures, financial backup and providing good facilities.

The Hosts Governments should continue to work along with AALCO, in faithfully carrying out their respective international obligations under the Headquarters Agreements pertaining to each Regional Centre.

In Malaysia the judiciary promotes arbitration and encourages court assisted mediation by virtue of Practice Direction No. 5 from the Chief Justice of Malaya which came into effect on 16th August 2011 to reduce back log of cases.

The government generously agrees to provide new premises for KLRCA which will be developed to provide state of the art facilities to attract foreign parties to arbitrate and mediate in Malaysia.

The Malaysian Government also encourage the use of the KLRCA's rules and facilities by issuing out directives for the same to government linked companies which inadvertently will spread to other commercial organisation and private sectors that associate with the government linked companies.

A notable example would be something a kin the Year 2000 Bilateral Investment Treaty (BIT) between Nigeria and Egypt (Article 6), on Settlement of Investment Disputes, which provides that for the purpose of solving disputes with respect to investments between a Contracting Party and nationals and companies of the other Contracting Party, consultations will take place between the parties concerned with a view to solving the case amicably and where these consultations do not result in a solution within six months from the date of request for settlement, the nationals or company may submit the dispute, at its choice, for settlement to the competent court of the Contracting Party in the territory of which the investment has been made; or The International Centre for Settlement of Investment Disputes (ICSID) provided for by the Convention on the Settlement of Investment Disputes between States and Nationals of other States, opened for signature at Washington, D.C. on 18th March, 1965; or an ad-hoc arbitral tribunal which, unless otherwise agreed upon by the parties to the dispute, shall be established under the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL).

For the organized private sector, their patronage and support for the AALCO Regional Centres are indispensable to the activities of those Centres and others. This could be done again by adopting in contracts the Model clauses of the Regional Centres or in using their facilities for ad hoc arbitration and otherwise. The hitherto unnecessary inconvenience involved in arbitrating in far off venues with all its negative economic and psychological implications for parties from developing states will be reduced if, in future, private and governmental parties in the Asian-African Region persistently utilize the opportunities afforded by the existence of the Regional Centres in strategic locations within the region.

3. Revitalisation through AALCO

For international governmental and non-governmental bodies and organizations concerned, e.g. The World Bank, MIGA, ICSID, UNCITRAL, UNCTAD, UNITAR, UNIDO, ITC, PCA, etc, their support and goodwill for these Regional Centres should be more visible, more tangible and unqualified. Furthermore, more publicity should be given to the activities of the Regional Centres and to the rationale for their establishment. This I belief requires AALCOs' intervention.

One means of doing this would be through more lectures, seminars, short courses and workshops by, on and in, the Regional Centres. Also their establishment, rules, organization, status, activities and jurisprudence, should be given more attention in the academic programmes of universities, other institutions of higher learning and professional organizations and associations all over the globe- not just in the Asian-African regions.

One reason the arbitral and ADR processes are undeveloped in most developing continents is the general lack of knowledge on, and information about, those processes, their attributes, potentials and instances of actual use and potency. The publication of arbitral awards contributes to the development and diffusion of the arbitral process, its attributes and potentials. Finally, more links and cooperation are needed between the Regional Centres themselves and other arbitral institutions, e.g. sponsoring or co-sponsoring and organizing periodic seminars or conferences in their joint names and alternately at their respective locations where they could exchange information and share experiences, whilst allowing the participation, association or attendance of other interested parties, institutions or organizations.

For instance, ICSID and the AALCO should hasten to conclude Co-operation Agreements with respect to ICSID proceedings and those of the AALCO Regional Centres, for those AALCO Regional Centres not yet covered by the existing Co-operation Agreements between these international legal persons (i.e. those at Lagos, Tehran and, when established, Nairobi). The existing Agreements, as earlier suggested, should also be considered for publication in the web sites of ICSID, of the AALCO and of the AALCO Regional Centres. Most learned practitioners and scholars are unaware of the existence and practical utilities of those Agreements.

AALCO's proposal for the respective Regional Arbitration Centres to hold International Arbitration Conference biennially, by rotation in each of the Centres, with the support of Member States will be a good platform for regional centres to share literature, experiences and cross market.

Conclusion

In conclusion I wish to express that I have but merely touched the surface of what the Revitalisation Process of Regional Centres will entail and limited to the experience of KLRCA. I am sure more and more viable methods have been and would be made available in future to develop the Regional Centres in the Asian-African region as providers for international dispute resolution.

Last but not least, it is hoped that we at KLRCA together with other Regional Centres under the auspices of AALCO will eventually be able to create a regional resolution for a global solution surrounding arbitral issues.

President: Thank you so much Mr. Sundra Rajoo. His presentation dealing with the revitalization process of AALCO's Arbitration Centres and happy story of Malaysia may not be repeated in the similar end because this particular compliant about the lack of host government supporting the centres in carrying on with the work on promoting the centres is something that we will hear only from rest of the Panelist hereafter. Then on a happy note we have taken note Mr. Sundra Rajoo's suggestion of the strategic location of Sri Lanka. I have already fixed a meeting with Sri Lankan Arbitration centre at 2.00 o'clock this afternoon to meet with us and I would be if Mr. Sundra Rajoo could also be associated with us in the discussion to persuade our government to join this family of AALCO Centres. Having said that there is one more housekeeping announcement, which is the Drafting Committee will be meeting at tea break on this final day. Those delegates wishing to present may please take note of it. We will now take the tea break and we will try meet in 15 minutes because delegates would like to attend the Friday Prayers. Thank you.

Working Session – II

President: Ladies and Gentlemen, now we will get on with the session. We will now have the presentation on the subject "The Arbitration experience in the Asian-African Region". The presentation would be made by the Director of the Lagos Regional Arbitration Centre Mrs. Eunice Oddiri. Mrs. Oddiri is a Solicitor and Advocate at the Supreme Court of Nigeria for 32 years. She is the Director of the Federal Ministry of Justice and doubles as Director for Regional Centre for International Commercial Arbitration (RCICAL) in Lagos. She is a member of the Nigerian Bar Association, the International Bar Association, the Chartered Institute of Arbitration. As Director for Regional Centre for International Commercial Arbitration, Lagos, Mrs. Oddiri has continued to present papers on various aspects of international commercial arbitration across the globe and constantly represents the Centre at the United Nations Working Group's session on Arbitration. I have the pleasure to now invite Mrs. Eunice Oddiri to present her viewpoints.

Mrs. Eunice Oddiri, Director, Regional Centre for International Commercial Arbitration (RCICAL): Mr. President of the Fiftieth Annual Session of AALCO, His Excellency the Secretary-General of AALCO, Distinguished delegates, Ladies and Gentlemen; the topic I have for today's paper is "The Arbitration experience in the Asian-African Region" and I have segmented this paper into two major sub-divisions, namely; measures aimed at promoting arbitration in Africa, and challenges faced in achieving those measures.

Arbitration has experienced rapid transformation in terms of activities within the past two decades. Vigourous activities has been seen in the areas of establishment of

arbitration infrastructure, reformation of arbitration laws, training of arbitration practitioners and service providers, increase in the volume of commercial and investment transactions giving rise to arbitrable disputes and more and more growing interests among young practitioners and students in the field of arbitration as well as challenges in a difficult economic global environment. The Regional Centre for International Commercial Arbitration, Lagos will engage distinguished delegates on this Arbitration half-day to the 50th Session of AALCO by sharing its experiences in the field of arbitration in Africa.

Measures aimed at Promoting Arbitration in Africa:

1. Enactment of Modern Arbitration Law preceding UNCITRAL Model Arbitration Law

Djibouti, a former French colony, was one African State with a modern and comprehensive law on international commercial arbitration prior to the UNITRAL Model Law in 1985, having enacted a code of international arbitration in 1984.

Djibouti is a commercial bridge between Africa and the wider Arab world as well as a suitable Arbitral venue in Africa. `

2. Adaptation of UNCITRAL Model Law and UNCITRAL Arbitration Rules

African countries have since adapted the UNCITRAL Model Law and Arbitration Rules.Nigeria and Egypt for instance were among the first African countries to adapt the UNCITRAL Model Law on Arbitration. It should therefore benefit from its advantages.

According to Sir Michael Kerr, a former Honourary President of the London Court of International Arbitration (LCIA), in commenting on the benefits of the UNCITRAL Model Law said:

"First and mainly, it provides confidence within the international community that arbitration can be conducted in any jurisdiction which has enacted the UNCITRAL Law, with little or no risk of interference from local courts. This confers a general benefit on any state which adopts it, since there is considerable competition to provide acceptable and popular venues for international arbitrations, and the enactment of the Model Law demonstrates a willingness to co-operate in the present process of international arbitral harmonization and modernization.

Secondly, the acceptance of the Model Law should be particularly useful to developing countries, since it should make it easier for them to insist on arbitrations in their own territories vis-à-vis their foreign supplier/investors, who are presently often extremely reluctant to arbitrate anywhere other than in one of the traditional 'western' countries, such as London, Paris, New York, Switzerland, Sweden etc.

Assuming that the mere adoption of the UNCITRAL Model Law by African countries, such as Nigeria, is not a guarantee to make Africa attractive to international arbitration, in the case of South Africa, the South African Law Commission Report on Arbitration has gone a step further to include the development of practitioners skilled in modern international arbitration practice in addition to the adoption of the UNCITRAL Model Law.

3. Updating of Arbitration Laws

Nigeria is currently updating its arbitration law to take cognizance of new developments that took place after the enactment of the UNCITRAL Model Law. The Lagos Centre provided logistic support to the law drafting committee set up by government to review the Arbitration Law in 2006. Thereafter, the Centre is working closely with the Nigerian Legislature in its public debates and committee work on the Bill for the enactment of a new arbitration law for Nigeria.

Similarly many African countries are parties to the all important New York convention and other pertinent treaties on arbitration. No less than thirty-one African countries have signed the New York Convention as at 24th June, 2011.

Furthermore, there is continuous training of the Bar, the Bench and other practitioners in Arbitration over the years.

4. Availability of Institutional Arbitration Infrastructure

Institutional and administrative facilities for holding international arbitrations are now available in Africa.

Nigeria, Egypt and South Africa all have excellent facilities of international standard for holding any form of arbitration-even multi-party arbitration. In support of the facilities at the Lagos Centre and other arbitral institutions the UNCITRAL Notes On Organizing Arbitral Proceedings (1996), states in relation to choice of venue/destination for international arbitration that the following should play a prominent role:

a. "suitability of the Law on arbitral procedure of the place of arbitration;
b. whether there is a multi-lateral or bi-lateral treaty on enforcement of arbitral awards between the states where the arbitration takes place and the states where the award may have to be enforced;
c. convenience of the parties and the arbitrators, including the travel distances;
d. availability and cost of support services needed, and
e. location of the subject-matter in dispute and proximity of evidence".

Quite a number of African and Asian states, notably Nigeria, Egypt and South Africa have met the above criteria.

5. Availability of International Arbitration Rules

The Centre launched its current arbitration rules on 1st July, 2008. Theese Arbitration Rules embody some of the roles earlier mentioned; such as providing arbitration under fair, inexpensive and expeditious procedure; rendering assistance in the conduct of ad hoc arbitration proceedings and assisting in the enforcement of arbitral awards. The Rules also contain the international Conciliation/Mediation Rules of the Centre.

The said Rules were revised to take effect from 1st July, 2008; prior to this, the Centre operated Arbitration Rules made in 1999 which were based entirely on the UNCITRAL Arbitration Rules of 1976.

Over time it became necessary to bring some provisions of the Centre's Rules in line with more current developments in international arbitration; moreso when UNCITRAL itself was in the process of revising its Arbitration Rules.

The revised UNCITRAL Arbitration Rules have been released and took effect from August 15, 2010.

(a) Forward Looking Arbitration Rules

The Lagos Centre Rules are proactive because they are geared towards actively initiating change in anticipation of future developments, rather than merely reacting to events as they occur.

Similar provisions which are in the newly revised UNCITRAL Rules already form part of the Centre's rules, even before the UNCITRAL Revised Rules were launched on August 15, 2010.

Some other provisions in the Centre's Rules are in *pari materia* with the Rules of other major Arbitration Centres, such as LCIA, the ICC as well as WIPO Rules.

An example would be the similarity in making the existence of an International panel of arbitrators, part of the each organizations' Arbitration Rules including that of the Centre.

(b) Arbitration under Fair and Efficient Procedure

From experience in arbitrations over the years coupled with the need to facilitate fair and efficient conduct of arbitral proceedings, the Lagos Centre inserted the provisions of **Article 12.2** in its revised Rules and this states that:

"No arbitrator shall act in the arbitration as advocates for any party. No arbitrator, whether before or after appointment shall advise any party on the merits or outcome of the dispute".

(c) Provisional Timetable (Article 18.2)

At an early stage of the arbitration proceedings and in consultation with the parties, the Arbitral Tribunal shall prepare a provisional timetable for the arbitration proceedings which timetable shall be provided to the parties and to the Centre.

(d) Power of Arbitral Tribunal to fix Time Limits (Article 28.3)
The Arbitral Tribunal shall have authority to establish time-limits for hearings or any part thereof.

(e) Written Witness Statement (Article 28.7)
Evidence of witnesses may also be presented in the form of written statements signed by them. Any party may request that a witness, on whose testimony another party seeks to rely should attend for oral questioning at a hearing before the Arbitral Tribunal. If the Arbitral Tribunal orders that other party to produce the witness and the witness fails to attend the oral hearing without good cause the Arbitral Tribunal may place such weight on the written testimony (or exclude the same altogether) as it considers appropriate in the circumstances of the case.

(f) Impartiality of Experts (Article 30.5)
Experts to the Tribunal shall be and remain impartial and independent of the parties throughout the arbitration proceedings.

(g) Award may be made in any currency (Article 35.3)
The Award may be expressed in any currency. The Arbitral Tribunal may order that simple or compound Interest shall be paid by any party on any sum awarded at such rates as the Arbitral Tribunal determines to be appropriate.

(h) Waiver of libel and slander actions (Article 46)
The parties and the Arbitral Tribunal agree that any statements or comments whether written or oral made or used by them or their representatives in preparation for or in the course of the arbitration shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint; and this Article may be pleaded as a bar to any such action.

(e) Less expensive Arbitration at the Centre
Arbitrations held at the Centre are relatively cheaper when compared to those held in other Arbitration institutions within the African region.

Costs of arbitration include a nominal registration fee payable by any party that institutes arbitration at the Centre, administrative fee as well as payment for facilities and services used by the parties. Any unused balance is usually returned to the parties; and Arbitrators' fees are paid to the Arbitrators by the parties through the Centre.

Arbitrators' fees is based on a low percentage of the amount of claim involved in the arbitration. The reason for the low fees charged at the Centre is because the Centre is a not-for-profit organization.

(f) Ready for use Arbitration Agreement
The Centre's Model Arbitration Agreement were drafted with consideration to the UNCITRAL Model Clause and the needs of arbitration users. The models are therefore

need-driven and user-friendly. The first one is a Model Arbitration Clause for future disputes; that is where parties make provision for arbitration in their contract where no dispute has yet arisen. The second is submission agreement; that is where a dispute has already arisen, but there is no existing arbitration clause provided in the contract.

In the case of Nigeria, its Federal Government has since 2003 adopted the Centre's Model Arbitration Clause in all contracts involving the *Government of Nigeria. Some State Governments as well as private companies are also doing the same.*

Model Clause

(1) Future Disputes

Where parties to a contract wish to have future disputes referred to arbitration under the Arbitration Rules of the Regional Centre for International Commercial Arbitration-Lagos, the following clause is recommended:-

The words spaces in square brackets should be deleted/completed as necessary:-

"Any dispute arising out of or in connection with this contract. including any question regarding its existence. validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Regional Centre for International Commercial Arbitration-Lagos, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be [one or three].
The place. of arbitration shall be [City and or Country:].
The language to be used in the arbitral proceedings shall be [ ].
The governing law of the contract shall be the substantive law of [ ]".

(2) Existing Disputes

Where a dispute has already arisen but there is no agreement between the parties to arbitrate or if the parties wish to vary a dispute resolution clause so as to provide for arbitration under the Rules of the Regional Centre For International Commercial Arbitration-Lagos, the following clause is recommended:-

Words spaces in square brackets should be deleted/completed as necessary:-

"A dispute having arisen between the parties concerning [insert the nature of the dispute], the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration under the Rules of the Regional Centre for International Commercial Arbitration-Lagos.
The number of arbitrators shall be [one or three].
The place, of arbitration shall be [City and or Country]
The language to be used in the arbitral proceedings shall be [ ]
The governing law of the contract [is/shall be] the substantive law of [ ]".

6. The Uniform Act on Arbitration of OHADA

The acronym 'OHADA'stands for 'Organisation pour l'Harmonisation en Afrique du Droit des Affaires'(Organisation for the Harmonisation of Business Law in Africa, occasionally referred to in English as 'OHBLA'.

The OHADA Treaty was signed by 14 Francophone African States in Port-Louis (Mauritius), on October 17, 1993, and today, there are 16 member-states, namely: Benin, Burkina Faso, Cameroun, the Central African Republic, Chad, the Federal Islamic Republic of the Comoros, Congo, Ivory Coast, Equatorial Guinea, Gabon, Guinea, Guinea-Bissau, Mali, Niger, Senegal and Togo. The Democratic Republic of Congo (DRC) has signified its Intention to join the OHADA states and is taking steps to actualise its admission into Ohada. OHADA created four institutions namely :

- the Council of Ministers,
- the Permanent Secretariat,
- the Common Court of Justice and Arbitration and
- the Regional High Judiciary School.

By the provisions of Article 10 of the OHADA Treaty, the Uniforms Acts, (which constitute the OHADA Laws), are directly applicable and binding on Member States. One of such uniform Acts so far made by OHADA is the Uniform Act on Arbitration Within the Framework of the OHADA Treaty.

Scope of Application

The uniform Act on Arbitration applies to any arbitration case when the seat of the Arbitral tribunal is in one of the Member States.

The Common Court of Justice and Arbitration (CCJA)

The CCJA is located in Abidjan, Ivory Coast. It comprises seven judges elected for a seven-year period renewable once and one Chief Registrar.

Functions

It is mainly in charge :

- of giving advice on the draft Uniform Acts before they are adopted by the Council of Ministers and ruling on the interpretation and implementation of these Act
- ruling on the decisions pronounced by national courts and appealed against,
- ensuring an orderly progress of arbitration proceedings. CCJA does not settle the disputes itself. It appoints or confirms the arbitrators, is informed of the progress of the case and examines draft awards in accordance with article 24 of the OHADA Treaty.

Overiding Jurisdiction of CCJA

Article 23 of the OHADA Treaty provides that any national court of a Contracting State hearing a case wherein the parties have agreed that the matter to be resolved byarbitration shall hold itself as lacking jurisdiction to hear the case and if necessary, refer the matter to Arbitration Proceedings.

Effectively the sixteen African countries that are now signatories to the OHADA Treaty have established a viable arbitration regime under the Uniform Act for Arbitration within the Member States.

Challenges

Arbitration in Africa until recently has been neglected. Foreign scepticism born out of mistrust, ignorance, lack of information and materials is rife. In fact the first deliberate effort to entrench an international arbitration institution became a reality only in 1980 when AALCO established the Cairo Regional Centtre for Arbitration.

In domestic transactions in Africa, arbitration, where it is used, is practiced irregularly and usually as part and parcel of standard legal practice. Arbitration is normally seen, though erroneously, as the exclusive preserve of lawyers and as an extension of courtroom litigation. The reported court cases on the law and practice of arbitration in Africa show that recourse to arbitration is still modest even in domestic transactions. Statistical data may be harder to come by due to the privacy of arbitral proceedings and the confidentiality of most awards. However, a majority of court cases arising out of arbitration and reported in the *Africa Law Reports (Commercial Series)* and other notable law reports in Africa relate mainly to the insurance industry or dealt with the enforcement of arbitral agreements.

Lack of positive publicity of arbitration work so far done in Africa:

Developing states, particularly those in Africa, are not regularly selected as venues for international arbitral proceeding either by arbitral institutions, or by the disputing parties (including Africans) or by arbitrators, who are mainly not from developing states and who consider their schedules, personal convenience and comfort when asked to make a choice of venue. Demoralising arguments may also be advanced and repeated to the effect that the legal frameworks for arbitration and foreign investment are poorly developed in developing states and that their courts are lacking in a tradition of independence and impartiality. When a positive arbitral development occurs in a developing states. It may be glossed over.

The governments of most African and other developing states may not be assisting matters by their patterns of appointment or in their non-participation in appointing arbitrators as well as in their choice of counsel and venues. Nevertheless, it is not expected that countries such as Switzerland, the UK, France and the Netherlands will readily appoint a qualified and experienced African as arbitrator, conciliator or counsel, even in a minor arbitration. But the general situation does need to be changed.

It is not implied by the above observations that an arbitrator who is an African will invariably render an award in favour of an African party or be more favourably disposed to that party in arbitration. Nor is it the contention that an African counsel would be more prone to argue a case for African, than for non-African, parties, or that non-Africans, either as arbitrators or counsel, would not objectively assess contentious matters involving African parties. The crucial point is only one of substantive and

effective participation by Africans in international arbitration as arbitrators, representatives or otherwise.

Competition in Arbitration:

Of the arbitration institutions established before 1945, none is as influential and as well known as the ICC. Thus, all strictures as well as glories rightly or wrongly belong to it.

The ICC is a household name in international business circles and has featured or appeared in some contested litigation arising out of international commercial arbitration in some jurisdictions.

Its long history, the quality of its adjudication, the direction of trade as well as the nature of the political association between Africa and Europe, ensured that some commercial contracts concluded by parties and standard forms used in particular trades or industries in these regions stipulate that any disputes arising shall be submitted to the arbitration of the ICC in Paris.

Due to the lack of alternative and well-developed dispute resolution institutions in Africa, the European parties, who invariably have a stronger bargaining power and who normally proffer the draft contracts, insist on including clauses relating to arbitration institutions well known to them as a condition of entering into transactions. This may be oppressive and unfair especially when rules written into standard and other contracts are not readily available to contracting parties from Africa. Opting for such clauses might have some implications not contemplated by an ignorant party.

It is also well known that not many lawyers and other qualified persons from Africa have represented parties in major international arbitration. What obtains in the existing international arbitral order is rather a generally cyclical trend, whereby a person from a developed state will, in one instance, sit as an arbitrator in a forum outside Africa in a dispute involving an African state and, in another instance, reappear and argue a case, or act as a consultant for an African state, in Paris, London, Geneva or elsewhere in Europe. The rules and practice of the game are fossilised as the diversity of perspectives compatible with economic development objectives and imperatives diminishes.

As a result, a few arbitral institutions became dominant due to the lack of alternative and viable dispute resolution for Africa. In such a situation, the dominant institutions and actors will reinforce their dominance. There are rarely opportunities for the few qualified scholars or practitioners from African and other developing states to sit as arbitrators to the extent that arbitrators from developed states have done, to establish a balance in this area. In most major disputes requiring a tribunal of three, it is even rarer to see Africans sitting as chairmen or presidents.

Competitors are aware of AALCO's objective in introducing and retaining arbitrations in the Sub-region; so that the Centre's efforts in retaining arbitration in the Sub-region is being challenged by certain measures being introduced by arbitration institutions in the

west. For example multi-national companies with headquarters in the west insist that arbitration must be held in the west.

Reason:
(i) Distrust of local arbitration legislation;
(ii) Hostile court system that do not enforce foreign awards;
(iii) Lack of competent local personnel; and
(iv) Insecurity.

Fallacies in the reasons above
Majority of foreign arbitral awards are enforced in Africa. So far in Nigeria, only one foreign arbitral award has been refused enforcement under the New York Convention on the ground that the New York Convention was not enforceable in Nigeria at the time the time enforcement proceedings was commenced in the Nigerian court.

This is the case of **Murmansk State Steamship Line vs Kano Oil Millers Ltd; (1974) NNSCC Vol. 9 590** .The Claimant in this case is a Russian company which sought to enforce an arbitral award of a Moscow arbitral tribunal against the Respondent Nigerian company in the Nigerian Courts under the the New Yok Convention.

The arbitral award was refused enforcement by the Nigerian Supreme Court on the ground that Nigeria had not domesticated the New York Convention at at February 1972 when the enforcement proceedings was commenced in Nigeria; notwithstanding that Nigeria became a party to the Convention in March, 1972.

It is noteworthy that it was only in 1988 that Nigeria finally domesticated the New York Convention in Nigeria.

Alleged Lack Competent Local Personnel
On lack of competent local personnel, Africa has many arbitration training organizations including universities who now teach arbitration courses to their students at both the undergraduate and postgraduate level. Even the modest effort of the Centre in encouraging arbitration training in the universities will not be over-emphasized. It has also been reported that the Nigerian branch of the Chartered Institute of Arbitrators (one of the reputable trainers of Arbitrators in the world) is the fastest growing branch in the world. So lack of personnel cannot be a sustainable reason to deny our local practitioners arbitration work.

Insecurity of Persons
Allegations of insecurity posed to arbitrators who come to Africa for arbitration is not sufficient reason to take away arbitrations from the region because, in the first instance, the same parties to a dispute that give rise to arbitration live and do business in the same region they allege is insecure. It is only when a dispute arises that they fly the kite of insecurity in order to take the arbitration out of Africa .

Frustration experienced by potential arbitrators:

Frustration is experienced by our potential arbitrators in the hands of some western countries in order to keep our practitioners as second fiddle. A good example is the deliberate refusal of visa to participants in international competitions as recently experienced by students-sponsored by the Lagos Centre to attend the Williem Vis International Arbitration Competion in Vienna-Austria.

High Cost of Arbitration in Foreign Venues:

Also, the cost of arbitrating in cities in developed states are exorbitant for parties from developing states especially when administrative fees are determined by the amount in dispute and required to be pre-paid within a stipulated duration. It entails a great drain on capital needed for development into traditional arbitral venues.

In the case of a lengthy arbitration, the selection of a developed (state's) forum can impose large costs on the parties in terms of paying for the hearing room, housing of lawyers, parties and arbitrators, over and above the already high costs of lawyers who charge at the market rates of European capitals or the United States. These costs have to be paid as the matter progresses, which may put a strain on a party that lacks easy access to large quantities of foreign exchange.

This state of affairs operates to the prejudice of parties from developing states. Most of them, due to the state of their economies, find it difficult to secure the necessary foreign exchange for timely and effective representation, whether as claimants or respondents, in far-off lands.

At times, threats of expensive and protracted arbitration in far-off venues have been made in order to blackmail weaker and poorer parties into acceding to inequitable concessions.

That prospect, as well as the possibility of a negative arbitral award with its often considerable visibility, loss of face and reputation, have been advanced as effective means of avoiding disputes and protecting foreign investors.

Conclusion

A lot of disputes still emanate from Africa as a result of increased commercial and investment activities; yet arbitrations arising from them are mainly conducted under the rules of arbitration of institutions outside Africa such as the International Chamber of Commerce (Paris) and London Court of International Arbitration, and other western venues as chosen by parties.

It has been observed that local personnel involved in the negotiation of the arbitration clause lack good negotiating skills.

In the choice of venues for arbitration, the negotiating strengths of the parties and the nature of the transaction play a major role in determining where arbitration shall take place.

A forum to train local personnel on international contract negotiation with emphasis on negotiating arbitration clauses may be appropriate.

Support for the arbitral system by the Nigerian courts is growing daily. Nigeria now has the necessary infrastructure to deal with international arbitrations;-international arbitration Centres, Lawyers, accountants and so on. Nevertheless, this is not enough. What is needed now is international support garnered from especially Asian and African states to adequately publicise the available infrastructure, but more importantly to patronize these centres and stem the continued outflow of arbitration from these states to western nations; while being mindful of the competition posed by these western arbitral instutions in the international arbitration space.

International Character of AALCO Regional Centres for Arbitration

Finally in closing, permit me to draw attention to the issue of AALCO ensuring that the international character and neutrality of each of its regional centre for arbitration is honoured by their host governments.

In this regard, I draw the attention of this august body to the particular predicament that faces the Regional centre in Lagos; wherein the Law domesticating the Headquarter's agreement in relation to that centre has erroneously classified the centre as an organization (a parastatal) belonging to the host government of Nigeria.

This erodes from the international character of the centre and creates in the minds of the global arbitrating community a conflict as to the true nature of the Centre which cannot be both an institution belonging to the government of Nigeria and at the same time remain an international organization.

May we request therefore that AALCO take steps to renegotiate the Headquarters agreement in relation to the Lagos Centre with the host government of Nigeria in order to rectify this existing Misnomer. Thank you for listening.

President: Thank you very much Mrs. Oddiri for the detailed presentation. Now we will call upon Dr. Abdel Raouf, who is the Acting Director for the Cairo Regional Centre for International Commercial Arbitration and lecturer at International Commercial Arbitration and the Institute of International Business Law, Cairo University - Paris I Sorbonne; the English Section of the Faculty of Law, Cairo University; and the French Section of the Faculty of Law, Ain Shams University. He is an Attorney at law (non-practicing since 2009) at Abdel Raouf Law Firm, Cairo-Egypt. He specializes in international commercial arbitration and ADR as well as in commercial, business and investment laws.

Dr. Abdel Raouf is a holder of a Ph.D. in private law from the University of Montpellier I, France. Topic of thesis was "The International Arbitrator and State Contracts". Prior to this, he obtained a Diploma, DEA en Droit des Contrats d'Affaires, Montpellier Business Law School, University of Montpellier I, France as well as a Master's degree in

International Business Law (LL.M), Institute of International Business Law (IDAI), Cairo University.

He is the author and co-author of several legal publications on arbitration (in Arabic, English and French), including the Chapter on Egypt of the World Arbitration Reporter (WAR). He has also spoken at several international conferences and seminars. An approved Tutor at the Chartered Institute of Arbitrators (CIArb - London), a Resource Person in International Investment Agreements and Investment Disputes, the United Nations Conference on Trade and Development (UNCTAD), an Expert in ISDS, the Organization for Economic Co-operation and Development (OECD), a member of the Editorial Board of the Journal of Arab Arbitration issued by the Arab Union of International Arbitration, in addition to being one of the founders of the Egyptian Arbitration Forum (EAF). I have pleasure in calling upon Dr. Mohamed Abdel Raouf, to be the next panelist to present his paper on "Sharing of Experiences by other Arbitration Centres".

Dr. Abdel Raouf, Director, Cairo Regional Centre for International Commercial Arbitration (CRCICA): Thank you very much Mr. President. His Excellency the Secretary-General of AALCO, Distinguished delegates, I am really proud and privileged to start my tenure as new Director of the Cairo Regional Centre for International Commercial Arbitration today by addressing you and trying to share the experience of the Cairo Regional Arbitration Center regarding arbitration. Before sharing this experience, allow me first to respond to certain messages that were delivered very keenly by my colleagues before me. First, in order for any country to be the host of the seat of International Arbitrations, there are certain elements which we call the necessary infrastructure that should be there in order for that country to attract arbitrations. Let me emphasize on the importance of this infrastructure for any country. Let me give you an example, Dubai in the United Arab Emirates has everything and it wanted to be seat of international arbitration. Until the adoption of the 2005 New York Convention for the Recognition and Enforcement of Foreign Awards and its ratification, Dubai was not a suitable seat for arbitration, so they had a centre, law, financial resources and funds but certain elements were missing for having this infrastructure. As my colleague has mentioned in Egypt we are proud to have the necessary infrastructure to be a seat for international arbitration. We have a Model law on arbitration which was enacted in 1994 based on the UNCITRAL Model Law. Egypt is also a party and ratified all relevant arbitration conventions including the New York Convention and the ICSID Convention. We have also very user-friendly judiciary; I am talking about the Ministry under the control of our colleague from the Ministry of Justice. We believe that the Egyptian judiciary has done its job to be more user-friendly way to enforce the awards and also during the setting aside of the arbitral awards. Also one of the important elements is the existence of seat in the country of the international arbitration centre which is credible and independent (sometimes we have filed cases against the host government). This is the case in Cairo.

Now I would like to turn to share the experiences of the Cairo Regional Arbitration Centre during the last year very briefly. The most important element that happened this

year was the adoption of our New Arbitration Rules. We, as you know have adopted the UNCITRAL Rules which were adopted in 1976. We have certain amendments, the last of which was in 2008. I personally attended most of the UNCITRAL Sessions, followed them thoroughly in order to modify and amend our Rules accordingly. This happened in March this year. The New Arbitration Rules have been adopted in March 2011 and they shall apply to arbitral proceedings commencing after this date. We have modified certain elements of such Rules in order to suit the institutional arbitration also to afford our role as an appointing authority. Very quickly, salient features of our new Rules are of course available on our website, serves four basic purposes. First, we intend to guarantee collegial decision-making with respect to several vital procedural matters, including the rejection of appointment, as well as the removal and the challenge of arbitrators. Second, it seeks to modernize the Rules and to promote greater efficiency in arbitral proceedings. Third, it fills in a few holes that we have discovered during the application and interpretation of certain provisions of arbitration Rules. Finally, and this was extremely important to accord cheapest arbitration in the worldwide which required to adjust the original tables of costs to ensure more transparency in the determination of the arbitrator's fees. In a comparative study it was said that we were the cheapest arbitration centres, and to tell you the truth cheapest does not mean the best in delivering better services. So, we received complaints from our users in order to try to adjust our section on costs, which we have done after much efforts and work done in this field. We are very proud of the feedback that we have received from the same people who have considered us to be the cheapest, now they consider our Rules and adjustment costs to be smart move because we have considered that certain disputes which do not exceed 3 million USD should be treated in a different way than disputes exceeding 3 million USD. And by that we expect to maintain our case laws and to attract more international arbitrations and arbitrators.

According to this comparative study, we are still the cheapest for disputes reaching 1 million USD and above; and we are like all other arbitration institutions. As I have told you, we have received a very positive feedback about amendments of our Rules, certain papers were published recently in the Transnational Disputes Management online review in which they mentioned that certain provisions of the Cairo Regional Arbitration centre are even more clear than the provisions of the UNCITRAL when it comes to decision-making, multi-party arbitration and so on. I am also extremely proud of the Arabic version of our Rules. Here in AALCO, we have Arabic speaking states and I should say that we have not confined ourselves to translating or adopting the Arabic version of UNCITRAL and we told the UNCITRAL that we would be doing this. We have an original Arabic version which I believe can be easily adopted by other Arab speaking countries and arbitral institutions. So, it is no more a replica of the Arabic version of the UNCITRAL. the reason for that is the fact that majority of our arbitration takes place in Arabic which is known and used by everyone.

Regarding our caseloads, in 2010 and until May 2011 we have756 cases. In 2010 we were about to reach our record of 67 cases and against 51 cases in last year. When compared to 2009, a 35% annual increase. Till yesterday, in 2011 we have 35 new cases. Of course, it is important to follow the case laws during 2011, because this is a year of

revolution in Egypt and we have also increased arbitrator's fees so that we can follow this very thoroughly.

There are different types of contract. Mainly, it is noteworthy that construction types still rank on top embracing 47% of CRCICA's arbitration cases in 2010 and also other types of contract like hotel management, petroleum, manufacturing, marketing, real estate, social insurance and so on. In 2011 also the construction contracts score as the most important types of disputes. One important element that would confirm the tradition of arbitration in Egypt is that we are seeing more and more increasingly reference to arbitration in small and medium contract like lease contract, and interestingly in attorney's contracts. So, lawyers now they refer to arbitration in the contract signed with the clients.

As for Nationalities of Parties in 2010, we had parties in addition to multinational corporations, from all over world, from Canada, Egypt, Cayman Island, Germany, India, Italy, Japan, Jordan, and so on. Despite these demonstrations, in 2011, the parties involved from different countries including Lebanon, USA, Saudi Arabia, Cyprus, Germany and UK. As for arbitrators, it is extremely important that being international arbitration centre to have arbitrators from different nationalities. We do not impose names in our Panel to be appointed by the parties. The parties are totally free to appoint the arbitrators without any interference from the centre but the centre acts as the appointing authority which should stick to the names of the approved listed arbitrators in our Panel. In 2012, we had arbitrators from Egypt, Columbia, Belgium, France, Austria, Germany, Jordan, Kuwait, Libya and USA. So they belong not only to Asian and African countries.

As for our events, we have hosted "FIDIC Contracts" in January this year and we intend to continue a very important programme regarding training on arbitration agreement which would be one week training programme for whole arbitration process. We have already started the training programme on arbitration agreement for four days by the end of this month and we would continue with the appointment of arbitrators to terminate arbitration proceedings by the end of this year by the drafting of the arbitral award. We continue, as Mr. Sundra Rajoo has mentioned about having new market and progress and Mid-Asia is becoming extremely important in our region. And we need to now move on with this process. We have partnership with the International Finance Corporation (IFC) which is an organ of the World Bank which has been there for two years now. We have managed to accredit with mediators the very important service provider in England Centre for Effective Dispute Resolution (CEDR) and now we have new 27 accredited mediators who can help promote mediation in our country. We have also very important partnership with the American Bar Association in order to services to training programs to improve advocacy skills in arbitration matters, legal writing and legal drafting. It has been extremely important and very successful for the past two years.

We are also members of the IFCAI, which is the International Federation for Commercial Arbitration Institutions. I have the privilege to be elected as an officer last month of IFCAI and I suppose this message would be useful for all AALCO's Regional Arbitration

centers to join the IFCAI to deal with all major arbitral situations to share the experiences and problems in interpreting and applying the Rules. We are proud of being partners in the Sino-African First China-Africa Legal Forum (the First FOCAC Legal Forum) programme which has started in Cairo and continued in Beijing, China and shall continue in Africa next year.

We have signed cooperation agreement with China International Economic and Trade Arbitration Commission (CIETAC) in China in May 2010. In February 2011, we signed another one with the countries in the Gulf which is Kuwait Mediation and International Arbitration Chamber of the Kuwait Society of Engineers. We are also extremely proud of that. In African region also we have signed an agreement with the Arab Centre for Arbitration in Sudan (ACAS) in June 2011. I am extremely proud, I have received this message three days ago that the CRCICA has been officially appointed as "CAS Alternative Hearing Centre". CAS is the Court of Arbitration for Sports. We were candidates for the decentralized office and the CAS has agreed that the CRCICA can host CAS Hearing for disputes insports. This is one of the projects which has been launched his year, which is very important for them considering the dispute settlement in sports. African region would also be beneficiary along with Gulf and Arab world. We intend to facilitate the services within the region.

Finally, regarding publications, we are one of the rare institutions that publish arbitral awards, of course which consists of the nationality of the parties. This year in January we published the Second Volume of Arbitral Awards prepared in Arabic by Dr. Mohi-Eldin Alam Eldin, CRCICA's Senior Legal Counsel. We have published in English special issue dedicated to the Construction Arbitral Awards rendered under the Auspices of CRCICA. We also continue to publish our periodical biannually two volumes in June and December every year of the Journal of Arab Arbitration during the 2010 and 2011. We have already published two volumes – volumes 14 and 15 of the same. Volume 16 of the Journal is with the publisher.

On future events and projects of the CRCICA, we have an important project which is extremely important for country Egypt, namely Pan Regional Conference on Inter-Arab Investments and related Disputes. We have seen now increasing number of arbitrations filed by Arab investors against certain Arab States and we intend to discuss in a Pan Regional Conference. It would take place from October 10-12 this year, which would be hosted in the League of Arab States. As you all know, our former Director Dr. Nabil Elaraby was nominated last March as Foreign Minister of Egypt and less than three months later he was unanimously elected as the Secretary-General of the League of Arab States. He would provide full support to this Conference. In addition to such projects and activities, we are proud to provide State Law Suits Authority in Egypt with some support in order to help them in defending the Egyptian government in certain international cases. We were called upon by the Egyptian Ministry of Justice in order to participate and contribute to the reforms of the Egyptian Arbitration Law which was enacted in 1994 and we intend to cooperate with the Ministry of Justice in Egypt in this important field. Also as in other parts of Africa we are proud to contribute to a very important book that would be published by the end of this year by Kluwer, it is called the Arbitration in Africa. We

will draft an important chapter on Egypt in this important book. We are also intending to publish Guidelines to CRCICA Arbitration Rules for the first time in the history of the centre and also a specially dedicated book on the setting aside of arbitral awards.

I would like to inform you coming from a very important country that has witnessed revolution that change brings new opportunities. And CRCICA is determined to meet such opportunities. Thank you very much for your attention.

President: Thank you. I thank the two panelists for giving us account of the work they are engaged in and indeed it is a matter of pride for AALCO that these two centres have developed their own system and also have marketed their abilities to their prospective plans in this fashion. Having said that may I now move on to the comments by Member States and here if I may have your permission to try and accommodate Muslims Member Countries first because they have commitment to go for offering Friday prayers this afternoon. So I hope it does not matter for others. May I now call upon Arab Republic of Egypt.

The Delegate of the Arab Republic of Egypt: Your Excellency Mr. President, distinguished Ladies and Gentlemen of the AALCO delegations. First and foremost, I would like to thank the two panelists who gave us very good idea about the Arbitration centres. Specially also I must thank Dr. Mohamed Abdel Raouf who gave us a valuable information and detailed about the Regional Centre for International Commercial Arbitration in Cairo. I would like to add some remarks to what it deals. With regard to the vital and efficient role of the Cairo Regional Centre as one of the important and active arbitration centres whom we the Ministry of Justice continues to support and promote the Centre with all the necessary means as the Ministry of Justice is the government body which has signed and established the treaty of the Cairo Regional Centre for International Commercial Arbitration. The Egyptian delegation would like to seize the opportunity to congratulate His Excellency Dr. Nabil Elaraby for his remarkable leadership for the centre, wishing him all the best wishes in his new position as the Secretary-General of the Arab League. The Egyptian delegation would like also to congratulate the Dr. Mohamed Abdel Raouf for his new position as the new Director for the Cairo Regional Centre for Arbitration and wish him all success in his new post.

In fact, Egypt is one of the pioneers State which recognize the importance of commercial arbitration as a vital way to solve commercial and civil law disputes through a reliable and efficiently held procedures. In this context, Egypt has enacted in 1994 a comprehensive arbitration legislation Law No. 27 of the year 1994 which is currently under professional review by the experts of the Egyptian Ministry of Justice as well as the stakeholders to introduce the new legislative provisions which quote the modern legal requirement. Indeed the establishment of the Cairo Regional Arbitration Centre and hosting in Egypt is considered a giant's leap towards enhancing the role of commercial arbitration in Egypt and the whole region. The Centre played a crucial role during the previous period which is worth mentioning that 756 cases, as mentioned by Dr. Raouf just now, have been filed before the Centre until May 2011. On the other hand, Egypt has ratified most of the international arbitration treaties. Furthermore, the Egyptian Ministry

of Justice is taking all the possible measures and efforts to enhance the commercial arbitration in Egypt through the followings:

(i) Establishment of an Arbitration Working Group within the Ministry of Justice which include different technical and judicial calibers to deal with the issues relating to commercial arbitration. The department with the international cooperation with the Ministry follows and engages in all the relevant works, for example the UNCITRAL. Also we are keen to provide Egyptian judges with all the training and capacity-building in arbitration field so as to improve the judicial understanding and relation of all the legal aspects of the commercial arbitration.

(ii) Finally, we established a new conciliation system with the Egyptian Economic Courts which have established recently in Egypt in 2008 when a Judicial Conciliation Panels have been established within the framework of those new Economic Courts chaired by Judges aiming to settle disputes through means of conciliation.

Your Excellency Mr. President, distinguished Ladies and Gentlemen, Egypt has come a long road in establishing efficient arbitration system in Egypt in which we have a strong faith and belief in its role and added values. Hence, we are committed to keep our support to the system where national efforts and international efforts with the AALCO and its Member States. Thank you very much.

Her Excellency Mrs. Ifeyinwa Rita Njokanma, Vice-President of the Fiftieth Annual Session in the Chair.

Vice-President: Thank you very much the Head of Delegation of Egypt. I personally was seriously thrilled by Egypt's achievements. Well done. Shall I call upon the Head of delegation from Bahrain.

The Delegate of Kingdom of Bahrain[17]: Thank you Madam Vice-President. Excellency, the Kingdom of Bahrain attaches great importance to the agenda item, the international commercial arbitration, especially in the light of growing and increasing volume of international trade and expanding its relations with the outside world, where the parties of international trade are always looking for dynamic mechanisms to settle their disputes such as arbitration, conciliation, mediation and other alternative means of resolve trade disputes.

The Kingdom of Bahrain was the first Arab countries that have adopted the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration in 1985, as Decree Law No. 9 of 1994 with respect to the issue of the law of international commercial arbitration.

The Kingdom of Bahrain has many centers and institutions of arbitration in addition to the Commercial Arbitration Center for the States of the Gulf Cooperation Council

[17] Statement was delivered in Arabic. Unofficial translation from translator's version.

(GCC). The system of Center was approved during the 14th summit of GCC, held in Riyadh in 20/12/1993, and the Center has started works officially in March 1995.

Hosting the G.C.C. Commercial Arbitration Center by the Kingdom is considered one of the positive signs on the pursuit of the kingdom to assume a leading regional and international center for arbitration, rehabilitation and training of arbitrators.

Excellency, the Kingdom of Bahrain is seeking to create a favorable economic environment for investors in its strong systems and effective mechanisms for the government and companies and institutions that take into account the proper basis of work, such as property rights and other necessary factors for proper market economies, which is possible only through the adoption of commercial arbitration and dealing with its provisions due to its active role, orderly and motivating the economy being one of the legislation to support private sector growth and protect the rights of investors.

The Kingdom has witnessed a significant positive transformation in the judicial, legislative and executive government institutions as well as the civil society institutions. These transformations are witnessing that the Kingdom is a beacon of freedom, urban renaissance and economic and social development.

Underlining the importance of the above mentioned commercial arbitration and its role in the Kingdom of Bahrain, the Bahrain Center for Dispute Resolution has been established under the decree No (30) 2009. Its most important objectives is to find quick and fair solutions for the commercial problems in addition to the cheap cost for the litigants.

Excellency, the Kingdom of Bahrain is looking with great interest to the process of revising the rules of international arbitration, as part of the United Nations Commission on International Trade Law. Delegation of my country participated actively in all meetings of 2nd Working Group of the United Nations either in New York or Vienna. The Kingdom of Bahrain supports the results of this team during its tenure, where it continued its study and review for approximately 4 years. These amendments as a whole have covered all the views and aspirations of Member States and evaluation for development of arbitration rules in light of huge and wide development in this area. Thank you very much.

Vice-President: Thank you Bahrain. Now I call upon Sultanate of Oman.

The Delegate of Sultanate of Oman[18]: attached great importance to the agenda item and congratulated the AALCO Secretariat for organizing such a Special Meeting on the agenda item. The delegation stated that Arbitration as an alternate dispute resolution system commenced in their country in mid eighties. A much more comprehensive enactment was brought in the year 1997 by the Royal Decree No. 47/97 which derived most of the provisions from UNCITRAL law. The delegation mentioned that the Law of

[18] Due to the non-availability of the written text of the Statement delivered by the delegate of Oman their statement has been taken from the Summary Report of the Fiftieth Annual Session and presented here.

Arbitration in Civil and Commercial Disputes recognized the enforcement of foreign arbitral decisions in the Sultanate. Further, the delegation stated that they recognized the existence of AALCO Regional Arbitration Centres and their work in the field of international commercial arbitration.

Vice-President: Thank you Oman. May I now call delegate from Thailand.

The Delegate of Thailand: Thank you Madam Vice-President.
Madam Vice-President, as international trade activities have increased, disputes between states could be expected. If such disputes are not properly managed or addressed, such disputes could develop into obstacle to trade and business transactions.

Excellency, UNCITRAL Model Law on International Commercial Arbitration has been successful in addressing such concerns. A number of countries have adopted to Model Law into their domestic applications, leading to predictability and clarity of the arbitration system. With regard to newly revised UNCITRAL Arbitration Rules, the Rules have been adopted not only in international and domestic commercial contracts between private persons, they are also incorporated into many existing bilateral investment treaties and free trade agreements which contain investment protections provisions as a choice for investor-state dispute settlement. The Rules have been used to supplement other existing arbitration rules such as ICSID.

Currently, UNCITRAL is considering the drafting of a legal standard on the transparency in treaty-based investor State arbitration. This is in response to the need of ensuring transparency in treaty-based investor-State arbitration in the context of foreign direct investment as a tool for long-term sustainable growth of developing countries. In addition, ensuring transparency and a meaningful opportunity for public participation in treaty-based investor-State arbitration constitute some important means to promote the rule of law, good governance, due process, fairness, equity and rights to access information, as well as an important step to respond to the increasing challenges regarding the legitimacy of international investment law and arbitration as such.

My delegation considers that such rules would be useful in providing more options for BIT/FTA negotiators, and would provide modernized and practical rules for arbitral proceedings, while maintaining simplicity, consent-based, and general nature. Thank you very much.

Vice-President: Thank you very much. I now call upon delegate from Indonesia.

The Delegate of Republic of Indonesia: Thank you for giving me the floor.
Madam Vice-President, Excellencies, Distinguished Delegates, The Government of Indonesia attaches great importance to arbitration, in particular, international commercial arbitration. As it is commonly understood, arbitration is a means to settle disputes outside the courts by the disputing parties concerned by appointing a neutral and independent arbitrator whose decision will be final and binding on the parties concerned.

Business people, in particular those who are engaged in international or cross border trading, prefer to settle their disputes through arbitration rather than the courts. They would like commercial disputes to be dealt with in a speedy and professional way.

In 1999, Indonesia enacted a new arbitration law (Law no. 30/1999) which repeated the provisions on arbitration contained in the First Section of Chapter III of the Law on Civil Procedure of 1847 which was inherited from the Pre-War colonial administration. The new arbitration law is intended to cope with the development of the domestic/national and international trade as well as the development of Law in general. It regulates arbitration in general and includes general provisions regarding other forms of alternative dispute resolutions (ADR) such as negotiation, mediation, conciliation and technical evaluation.

Excellencies, Distinguished Delegates, the law provides rule pertaining to the recognition and enforcement of international arbitration awards (Chapter VI Articles 65 to 69). These provisions are related to the rules of the Convention on the Recognition and Enforcement of Foreign Arbitration Awards of 1958 (The New York Convention). Under the New York Convention, a foreign arbitration award is an arbitration award made in the territory of a State other than the State where recognition and enforcement of the award is sought.

Under the Indonesian Arbitration Law, an international arbitration award is defined as an award which is issued by an arbitration institution or ad hoc arbitrator (s) outside the jurisdiction of the Republic of Indonesia or an award issued by an arbitrator (s) which is deemed to be an international arbitration award under Indonesian Law. It should be noted that the Indonesian Arbitration Law uses the term international arbitration award to refer to foreign arbitration awards under the New York Convention. The Law does not provide special rules for conducting international arbitration; however, this does not mean that international arbitration cannot be conducted in Indonesia. In fact, international arbitration can be conducted anywhere, in any place and refer to any law or jurisdiction as agreed to by the parties concerned.

Excellencies, Distinguished Delegates, We are aware that the term, international arbitration (as well as international arbitration award) is used to refer to arbitration which has foreign elements as is defined under the UNCITRAL Model Law. These foreign elements can take the form of the nationality or domicile of the parties, the nature of the dispute or the pluralism of the procedural law applied in the arbitration.

In regards to the implementation and enforcement of the foreign arbitral award in Indonesia, the Supreme Court of Indonesia in March 1990 has issued the Supreme Court Regulation to regulate the procedure for the enforcement of foreign arbitral award.

Excellencies, Distinguished Delegates, Indonesia recognizes the existence of the various regional arbitration centres which have been established under the AALCO cooperation scheme. Since 1977, Indonesia has had a national arbitration centre, called the BANI Arbitration Centre which administers domestic arbitration and international arbitration, as

well. BANI has cooperation agreements with arbitration centres in various countries. This cooperation includes exchanges of views and information, joint training programs and exchanges of listed arbitrators. Besides this, BANI is an active member of the Regional Arbitral Institutes Forum (RAIF) and the Asia-Pacific Regional Arbitration Group (APRAG).

We look forward to this cooperation also be able to be entered into between the BANI Arbitration Centre and the Regional Arbitration Centres, such as RCAKL in Kuala Lumpur, the Cairo Regional Centre, the Lagos Regional Centre and the Tehran Regional Centre. I thank you.

Vice-President: Thank you very much Indonesia. I would like to call upon Islamic Republic of Iran for their intervention.

The Delegate of Islamic Republic of Iran: In the name of God, the Compassionate, the Merciful. Excellency, my delegation would like to express its appreciation to the Secretariat of the AALCO for preparing the informative report on "The AALCO's Regional Arbitration Centers", as contained in the document AALCO/50/COLOMBO/2011/ORG 3. My delegation has found the report as a useful and informative document which touches upon such a matter of high significance.

Excellency, my delegation would like to reiterate the high importance it attaches to this agenda item. The Islamic Republic of Iran appreciates the work of the AALCO's regional arbitration centres, especially Tehran Regional Arbitration Centre (TRAC). As indicated in the report of the Secretariat, TRAC is an independent international institution established pursuant to an agreement signed on 3 May 1997 between the Islamic Republic of Iran and the Asian-African Legal Consultative Organization (AALCO) and is functioning under its auspices.

Excellency, TRAC is now quite well-known between specialists in the Region. The insertion of TRAC arbitration clause has gained momentum in various type of contracts pertaining to general trade, oil well drilling both on-shore and off-shore and related services, bank guarantees, etc.

Considering its central position in the South West Asia and the Persian Gulf area, TRAC is confident that it shall become a major instrument for a fair and independent settlement of disputes. As indicated in the Secretariat's Report, three arbitration cases were initiated on the basis of TRAC's arbitration clause and were referred to the Centre. The cases involved parties of different nationalities and concerned disputes with respect to contracts concluded with respect to oil services, telecommunications and construction. Moreover, a number of entities have contacted TRAC inquiring about the possibilities of referring their disputes to TRAC Rules.

Tehran Regional Arbitration Centre, in pursuance of one of its objectives, i.e., promotion of international commercial arbitration and enhancing legal experts knowledge and their practical skills in issues related to international contracts has provided the opportunity for

legal advisors of companies in different sectors and legal experts to participate in more than 30 workshops and seminars which have been held at TRAC in Tehran on related issues.

Excellency, the Islamic Republic of Iran attaches great importance to the work of the United Nations Commission on International Trade Law, as the core legal body within the United Nations system in the field of international trade law with a mandate to further the progressive harmonization and unification of the law of international trade, bearing in mind the interests of all peoples, in particular those of developing countries, in fostering international trade.

My delegation regards the finalization and adoption of a revised version of the UNCITRAL Arbitration Rules as one of the important achievements of the Commission. Based on the mandate given to it by the Commission at its Thirty-Ninth Session, in 2006, the Working Group II (Arbitration and Conciliation) managed to revise the UNCITRAL Arbitration Rules. The revised rules should be read, as was instructed by the Commission, in a manner that would not alter the structure or the spirit of the original 1976 Arbitration Rules or their flexible character.

Concerning the future work in the field of settlement of commercial disputes, my delegation believes that the adoption of new topics should be in line with the character and function of the institution of arbitration. My delegation is of the view that the issue of transparency in treaty-based investor-State arbitration needs to be further examined, taking into account the nature and mandate of the Commission. We fully concur with the prevailing view in the Commission that it is too premature to make any decision on the form and scope of a future instrument on treaty-based arbitration.

The adoption of new rules and legislative guides is necessary to keep up with the latest developments in technologies which affect, in one way or another, the international trade. In that sense, the Commission has proved to be able to do such an important job. However, this should not be an end in itself. The new rules and guides need to be aptly applied in diverse jurisdictions, including in developing countries. Taking into account, that all developing States are not member of this organ, it even more crucial for the UNCITRAL to reach out to such countries in order to familiarize their relevant institutions with the work of the Commission and to enable developing countries to benefit the advanced mechanisms for promoting their international trade. I thank you Your Excellency.

Vice-President: Thank you Iran. May I now call upon People's Republic of China.

The Delegate of the People's Republic of China: Thank you Madam Vice-President. Excellency, on behalf of the Chinese delegation, I would like to express appreciation to the Secretariat for offering the opportunity to share the experiences of international trade arbitration among AALCO Member States. Now, I would like to introduce the work of two important arbitration institutions in China.

The first one is the China International Economic and Trade Arbitration Commission (CIETAC). CIETAC was established by the China Council for the Promotion of International Trade (CCPIT) in April 1956 on the approval of the State Council in 1954. It is the best-known arbitration agency of China and one of the leading permanent arbitration agencies in the world. The Headquarter of CIETAC is located in Beijing with branches in Shanghai, Shenzhen, Chongqing and Tianjin. In order to satisfy the industry arbitration need of parties, CIETAC takes the lead to provide the distinguishing industry disputes settlement service to render parties in different industries the arbitration legal service which fits their need. For example, food industry disputes, commercial disputes, engineering construction industry disputes, financial disputes and woolen disputes settlement, etc. CIETAC provides the domain name disputes settlement service and actively explores online disputes settlement of electronic commerce. Concerning the need of quick settlement of the electronic commerce disputes and other economic trade disputes, CIETAC formulated the Online Arbitration Rule which stipulated the "summary procedure" and "fast procedure" according to the amount in controversy besides the "general procedure" to adapt to the need of settling the economic disputes online quickly.

In the past 55 years, CIETAC made prominent contributions to the formulation of China's Arbitration Law and the development of China's arbitration cause with its arbitration practice and theoretical research. CIETAC maintains friendly cooperation with the leading arbitration agencies in the world and enjoys high reputation at home and abroad its independence, fairness and high efficiency.

The number of cases CIETAC accepted is in the front in the international arbitration fields. In 2010, CIETAC accepted 1352 cases with the amount in controversy of more than 2 billion US dollars. CIETAC concluded 1382 cases in 2010. The parties of the cases are from more than 50 countries and districts, including US, UK, Japan, South Korea and etc.

The second is Chinese Maritime Arbitration Commission (CMAC). CMAC is a permanent arbitration agency which accepts the maritime dispute cases from home and abroad. CMAC settles the maritime disputes, maritime commerce disputes, logistics disputes and other contractual or non-contractual disputes independently and fairly to protect the legitimate interest of parties and to promote the development of international and domestic trade and logistics.

The Headquarter of CMAC is in Beijing with a branch in Shanghai. CMAC has set up offices in major port cities including Tianjin, Dalian, Ningbo and Guangzhou. The network of maritime arbitration is initially built up. CMAC has logistic dispute settlement center, fishery disputes settlement center and maritime mediation center.

From the date of birth, CMAC has arbitrated a large volume of cases to protect the legitimate rights and interests of parties from China and foreign countries adhering to the principles of taking the fact as the basis and the law as the criteria, referring to the international practices, respecting contract, settling the maritime disputes independently

and fairly. It has gained reputation in shipping, insurance, trade, legal fields at home and abroad and promoted the economic and trade contacts between China and other countries and regions in the world.

In 2010, CMAC accepted 54 cases. The parties were from mainland China, Japan, Cambodia, Panama, Turkey, St. Vincent, and Hong Kong SAR. The cases involved ship contract, ship collision, ship repairing, ship sales, bareboat chart, voyage charter and etc. CMAC concluded 58 cases in 2010. Thank you Madam Vice-President.

Vice-President: Thank you China. I now call upon Uganda please.

The Delegate of Uganda: Thank you very much. Uganda supports the idea of international commercial arbitration. We have made tremendous development in this area of litigation, by amending our former Arbitration Ordinance dating from 1939 replacing it with the Arbitration and Conciliation Act CAP 4 Laws of Uganda, based on the UNCITRAL Model Law. However, Uganda chose to diverge on certain points. For instance, a sole arbitrator shall be appointed if the parties have not stipulated the number to be appointed. English is in principle the language of arbitration. Regarding the rules applicable to the substance of a dispute, failing a choice by the parties, the tribunal shall apply those considered appropriate in light of the circumstances.

The Act establishes a body knows as the Center for Arbitration and Dispute Resolution (CADER), which is intended to fulfill various functions defined elsewhere in the Act. The Center also devises rules for the implementation of arbitration, conciliation and ADR processes, establishes a code of ethics for and maintains a list of qualified arbitrators, conciliators and experts, sets fees for arbitrators, and facilitates certification, registration and authentication of arbitral awards and conciliation settlements.

A further feature of this Act is a set of model forms for use by the parties or the arbitrator at different stages of arbitral proceedings. They include an agreement to submit to arbitration following the occurrence of a dispute, an agreement on the appointment of a single arbitrator and a form relating to the extension of time allowed for the arbitrator to make his award.

Since the world is now a one global village in terms of doing business, international commercial arbitration should be encouraged.

Vice-President: Thank you very much. I now call upon delegate from Japan.

The Delegate of Japan[19]: stated that they attached great importance to the agenda item and expressed their appreciation to the Secretariat for organizing the Special Meeting on the important subject.

[19] Due to the non-availability of the written texts of the Statements delivered by delegates from Japan, Ghana, India, Nigeria, their statements have been taken from the Summary Report of the Fiftieth Annual Session and presented here.

Vice-President: Thank you. I now call upon Sri Lanka for their intervention.

The Delegate of Sri Lanka: stated that the time was opportune to consider revising the grounds on which award could be refunded. Sri Lanka incorporated and passed in a law in 1995, the Arbitration Act (No. 11 of 1995). One of its objects was to make "comprehensive legal provision" for the conduct of arbitration proceedings and the enforcement of arbitral awards. The second object was to make legal provision to "give effect", to the principles of the Convention on the Recognition and Enforcement of Foreign Awards of 1958 (the New York Convention). There were several grounds on arbitral awards which were found in UNCITRAL Model law, a party was objecting was enforcement, as a catch hole clause to refuse enforcement. The time had come whether in addition to what New York Convention there could be other grounds, for setting aside an award. Sri Lankan experience was nowhere statutorily noted down and could not be brought under any head and it was incompatible in Sri Lanka's policy, the delegation remarked. Further, the delegation stated that there was a challenge of consensual nature of arbitration itself. It was the time to look at all the aspects of the arbitration. Sri Lanka had two main arbitration centres and from their side, steps were taken to amend the existing laws which could be made, so that the arbitration process could be expedited.

Vice-President: Thank you very much. I now call upon the delegate from Ghana.

The Delegate of Ghana: profoundly thanked the Panelists for their effective presentations. The delegation thanked the Director of the Lagos Arbitration Centre for ably providing the scenario in the region. The delegation stated that international commercial arbitration had become very topical in African region. Each of the countries in the region had domesticated the arbitration process. The delegation extended his Government's support to the Lagos Arbitration Centre. Further, he stated that the current legal regime governing enforcement of foreign commercial arbitration in Ghana was the Alternative Dispute Resolution Act, 2010 (Act 795). The Act had made significant changes to the enforcement of foreign arbitral awards in Ghana. Prior to 2010, the arbitration act, 1961 governed enforcement of foreign commercial arbitration awards in Ghana.

Vice-President: Thank you Ghana. May I now call upon India for their intervention.

The Delegate of India: at the outset, expressed appreciation to the Secretariat for organizing the Special Meeting on a very important agenda item. The delegation mentioned that India was a party to the New York Convention and played an active role in formulating UNCITRAL Model law and based on that amended its national law, the Indian Arbitration and Conciliation Act, 1996. Further, he pointed out that while operationalizing the Act, they found difficulties and were in the process of reviewing it. The delegation also mentioned that they were using the rules in bilateral investment agreements.

Vice-President: Thank you very much. May I now call upon the delegate from Nigeria.

The Delegate of Nigeria: stated that they were aware of the rules and functions of the Lagos Arbitration Centre and always supported the activities of the Centre. As regards the lacunae with respect to domestication, the delegation assured that they would take all necessary steps to remove the lacunae and expressed support to the Lagos Arbitration Centre in its independent functioning.

Vice-President: Thank you. That was the final intervention by Member States on this topic. May I now invite Dr. Xu Jie, the deputy Secretary-General of AALCO for delivering the vote of thanks.

Dr. Xu Jie, Deputy Secretary-General of AALCO: Thank you Madam Vice-President. It is my privilege and honour to propose a vote of thanks at the end of stimulating and thought provoking presentaions made by eminent panelists.

At the outset, I would like to thank Honourbale Prof. Dr. Rahmat Mohamad, Secretary-General of AALCO, for his introductory remarks which have given an impetus for strengthening and revitalizatio of Regional Arbitration Centres of AALCO in odre to serve the Asian-African coutnries with much more vigour and strength.

I would also like to thank the Honourbale Jusitce Marsoof, for his excellenct presentation dealing with the technicalities of UNCITRAL rules of arbitration and its revised version, which was recently adopted by the UNCITRAL. I have the privilege to share the information that the Revised UNCITRAL Rules of Arbitration was first adopted by AALCO's Kuala Lumpur Regional Arbitration Centre (KLRCA).

Then, I take this opportunity to thank Mr. Sundra Rajoo, Director of the KLRCA for his thoughts on revitalization process of the AALCO's Regional Arbitraiton Centres. His ideas were reflected with a solid understanding of how the Arbitration Centres are functioning and what are all the posible ways to strenghten the Centres further, in order to serve the Asian-African region very effectively.

Next, I would like to thank the Mrs. Oddiri, Director, Lagos Regional Arbitration Centre and Dr. Abdel Raouf, Acting Director, Cairo Arbitration Centre of AALCO for sharing their experiences on the arbitration culture in the Asian-African region.

Excellency, I am particularly thankful to the Member States for their fruitful discussions. I am sure that all the ideas which have emaneted from the discusisons would be very revitalizing the AALCO Regional Arbitraion Centres.

Finally, I thank the Government of Sri Lanka for readily agreeing to the idea of hosting jointly the special day meeting which is of great importance to both the Member States as well as the Regional Arbitration centres of AALCO. I thank you Madam President.

Vice-President: Thank you very much.

The Meeting was thereafter adjourned.