



Default Proceedings

Jack Graves



Default Proceedings

Model Law Article 25

Arbitration proceeds in absence of a party, as long as tribunal is satisfied as to jurisdiction and notice



8 July 2003 Ad Hoc Award – UNCITRAL Model Law*

T (Irish) to sell 10,000 tons oil to E (BVI)

If dispute, settle by negotiation –
else?

In “defendant’s” Arbitration Court

*Available at Kluwer International Arbitration web site www.kluwerarbitration.com

Textbook reference, Morrissey/Graves, International Sales Law and Arbitration (Wolters Kluwer 2008)



8 July 2003 Ad Hoc Award – UNCITRAL Model Law

E paid – T failed to deliver – only partial refund - ?

E brought arbitration in Ireland (ML as law of seat)

Each party chooses 1, and those 2 chose chair

T failed to appoint, so E went to Article 6 court for appointment

If UNCITRAL Rules, E could have asked President of PCA to select appointing authority

Tribunal took jurisdiction to hear merits of case



8 July 2003 Ad Hoc Award – UNCITRAL Model Law

E delivered statement of claim



8 July 2003 Ad Hoc Award – UNCITRAL Model Law

Must still prove case

Proceedings on docs under Model Law
Article 19 and 24



8 July 2003 Ad Hoc Award – UNCITRAL Model Law

Applicable Law

Model Law 28 – conflicts rule from Rome 1, Article 4 –
law of Irish seller (Ireland not a CISG member state)



8 July 2003 Ad Hoc Award – UNCITRAL Model Law

Found breach of contract by seller

Buyer got an award enforceable under the New York Convention

Respondent cannot afford to ignore arbitration proceedings

In contrast many do in court if no assets in place of court proceedings



