Журнал Белорусского государственного университета. Международные отношения. 2017. № 2. С. 72–77
Journal of the Belarusian State University. International Relations. 2017. No. 2. P. 72–77

UDC 347.918

ARBITRABILITY OF THE DISPUTES, CONNECTED WITH UNFAIR COMPETITION

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The article is devoted to the approaches of the Republic of Belarus and foreign countries to arbitrability of the disputes connected with unfair competition. The authors analyse both the provisions of treaties and normative legal acts, as well as the materials of judicial practice on this issue. Based on the analysis made they conclude that it is reasonable for the parties of an arbitration agreement to choose as the law applicable to the contract and lex arbitri the law of the state which in principle allows arbitrability of the mentioned disputes.

Key words: arbitration; arbitrability; unfair competition; mechanisms of protection against unfair competition; commercial dispute; recognition and enforcement of foreign arbitral awards.

АРБИТРАБЕЛЬНОСТЬ СПОРОВ, СВЯЗАННЫХ С НЕДОБРОСОВЕСТНОЙ КОНКУРЕНЦИЕЙ

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Посвящена подходам Республики Беларусь и зарубежных государств к арбитрабельности споров, связанных с недобросовестной конкуренцией. Анализируются положения международных договоров и нормативных правовых актов, а также материалы судебной практики по данному вопросу. Делается вывод о целесообразности выбора сторонами арбитражного соглашения права, применимого к договору и *lex arbitri*, – права того государства, которое допускает арбитрабельность указанных споров.

Ключевые слова: арбитраж; арбитрабельность; недобросовестная конкуренция; механизмы защиты от недобросовестной конкуренции; хозяйственный (экономический) спор; признание и приведение в исполнение иностранных арбитражных решений.

The intensive development of foreign economic activity, the expansion and deepening of integration processes, the emergence of new and improvement of the existing technologies lead to an aggravation of the competitive struggle of market participants for the consumer's demand which often has unfair character. Particular importance for the persons whose rights and legitimate interests are violated or may be violated as a result of the latter has the question to which bodies (institutions) they can resort for the protection against

Образец цитирования:
Маскаева Н. Г., Данилевич А. С. Арбитрабельность споров, связанных с недобросовестной конкуренцией // Журн. Белорус. гос. ун-та. Междунар. отношения. 2017. № 2. С. 72–77 (на англ.).

For citation:
Maskayeva N. G., Danilevich A. S. Arbitrability of the disputes, connected with unfair competition. *J. Belarus. State Univ. Int. Relat.* 2017. No. 2. P. 72–77.

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this illegal activity. The existing mechanisms of protection against unfair competition can be roughly divided into two groups:

1) state ones, i. e. created by certain states or with their participation. This group includes the mechanisms of state bodies (for example, courts, antimonopoly bodies) and bodies of international organizations (for example, the Eurasian Economic Commission, the Court of the Eurasian Economic Union);

2) non-state ones, i. e. created (being created) without state participation (arbitration courts, various non-governmental organizations).

It bears noting that arbitration as an alternative dispute resolution mechanism has a significant number of advantages (the possibility of the parties to independently appoint arbitrators, determine the place and procedural aspects of arbitration, the applicable law, the language of arbitration; confidentiality of the dispute resolution; the finality of the arbitral award etc.). At the same time, the possibility of its application for resolving the disputes connected with unfair competition depends to a large extent on whether these disputes are arbitral under the law of the place of the arbitration, since otherwise an arbitration award may be subject to cancellation by a national court. In other words, on whether the disputes arising out of unfair competition may be the subject matter of arbitration. It is also important how the correspondent question is resolved by the legislation of the state where recognition and enforcement of the relevant arbitration award will be sought, as according to Article V(2)(a) of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 recognition and enforcement may be refused if the competent authority in the this country finds that the subject matter of the difference is not capable of settlement by arbitration under the law of that country [1].

Up to date the mentioned issue has not been studied in the Belarusian scientific literature. Foreign scientific researchers (for example, A. I. Kolomiets and T. Yu. Grigoryev [2], N. Alija [3], I. Bantekas [4], G. Blanke [5], J. H. Dalhuisen [6], E. J. Fuglsang [7], C. Ragazzo and M. Binder [8], L. M. Smith [9] and others) as a rule deal with arbitration of antitrust disputes.

However, as early as in 2006 the United Nations Commission on International Trade Law suggested that a study might be undertaken of the question of arbitrability and other forms of alternative dispute resolution in the context of immovable property, **unfair competition** and insolvency [10].

The article is aimed at comparing domestic and foreign approaches to arbitrability of the disputes connected with unfair competition *ratione materiae* and formulating some appropriate recommendations for its potential subjects.

In the Republic of Belarus the main provisions determining arbitrability of disputes are the norms of part 2 of Article 4 of the Law of the Republic of Belarus of 9 July 1999 "On the International Arbitration Court" [11], Article 19 of the Law of the Republic of Belarus of 18 July 2011 "On Arbitration Courts" (contains rules on domestic arbitration courts) [12], part 1 of Article 39 of the Code of Civil Procedure of the Republic of Belarus of 11 January 1999 (hereinafter – CCP) [13] and part 1 of Art. 40 of the Code of Economic Procedure of the Republic of Belarus of 15 December 1998 (hereinafter – CEP) [14].

According to part 2 of Article 4 of the Law "On the International Arbitration Court" civil and legal disputes between any subjects of law, arising during carrying out foreign trade and other types of international economic activities may be submitted to the international arbitration court as agreed by the parties, if at least one of them is located or resides outside Belarus, as well as other disputes of economic nature, if the contract between the parties stipulates submitting of a dispute to the international arbitration court, and of this is not prohibited by the legislation of Belarus.

Article 19 of the Law "On Arbitration Courts" stipulates that domestic arbitration court shall settle any disputes arising between the parties that have concluded an arbitration agreement, with the exception of the disputes to which a founder of a permanent domestic arbitration court established as a non-commercial organization or a legal entity whose separate unit (division) represents such a domestic arbitration court is a party, as well as the disputes directly affecting the rights and legitimate interests of third parties who are not the parties to the arbitration agreement and the disputes that cannot be the subject matter of arbitration under the legislation of the Republic of Belarus or the legislation of a foreign state, if the application of the foreign state legislation is provided by the arbitration agreement or any other agreement of the parties.

Pursuant to Article 39 CCP in cases provided for by legislative acts or treaties of the Republic of Belarus on an agreement of the parties a dispute may be submitted to the domestic arbitration court.

Under part 1 of Article 40 CEP on a written agreement of the parties a dispute arising out of civil legal relationships and falling under authority of the court considering economic cases, prior to adoption of judgment by it, may be submitted by the parties to the international arbitration court, domestic arbitration court, other permanent arbitration body.

As can be seen, under the Law "On the International Arbitration Court" the objective criterion of arbitrability of a dispute is the nature of the disputed relations: in order to be considered by the international arbitration court the dispute should, firstly, be civil legal (arise out of civil legal relations), secondly, should have commercial character.

Besides, taking into account that only the disputes falling under authority of the court considering eco-

nomic cases may be submitted to the international arbitration court, as well as the notion of commercial dispute, set forth in ind. 18 of Article 1 of CEP, it may be concluded that the competence of the international arbitration court extends to the disputes, arising out of civil legal relations ***when the entrepreneurial and other economic activities are being carried out***. At the same time the legislation of Belarus do not provide for such limitations, concerning the competence of the domestic arbitration courts, defining it in a quite broad manner.

Pursuant to Article 1 (1) (1.15) of the Law of the Republic of Belarus "On counteraction to monopolistic activities and promotion of competition" of 12 December 2013 unfair competition – any actions of an economic entity or several economic entities ***aimed at obtaining an advantage in entrepreneurial activity*** contradicting this law, other acts of antimonopoly legislation or requirements of good faith and reasonableness and being able to cause or have caused losses to other competitors or damage to their business reputation [15]. Thus, the Belarusian legislator has clearly defined that unfair competition is possible exclusively in connection with entrepreneurial activity.

It should be borne in mind that from the point of view of civil law unfair competition represents an offense (in favour of this testifies the prohibition of unfair competition, stipulated in part 1 of Article 1029 of Civil Code of the Republic of Belarus of 7 December 1998 (hereinafter – CC) [16]. It engenders one or more of the following duties of the person carrying it out:

- to terminate the illegal actions;
- to publish the disclaimer of the disseminated information and actions which constitute the contents of unfair competition (Article (1) 1030 CC).

In addition, if unfair competition has resulted in someone's losses, the relevant person must compensate them based on Article 1030 (2) and Article 14 CC.

Accordingly, the person who has suffered from unfair competition has the right to demand from unfair competitor to take those actions.

The mentioned relations between the person who has carried out or who is carrying out the actions qualified as unfair competition and the person who has incurred (may incur) losses or whose business reputation has been damaged (may be damaged) by unfair competition, are civil legal relations.

Under part. 1 of Article 39 CEP the court considering economic cases has jurisdiction over the cases on commercial disputes, the cases related to realization of entrepreneurial and other business (economic) activities, and other cases referred to its jurisdiction by the legislative acts. Thus this court is competent to consider the indicated civil legal disputes, arising out of unfair competition. The legislation of the Republic of Belarus does not contain the norms excluding the possibility of their submitting to the arbitration courts. Consequently, they can be the subject matter of arbitration *ratione materie*. At the same time, it is important to bear in mind that one of the main conditions for the settlement of a dispute by an arbitration court is first and foremost the existence of an arbitration agreement. The existence of the latter in case of the absence of contractual relations between the parties is doubtful. The most likely situation is when there is a contract concluded by the parties (for example, a license agreement, a franchise agreement, etc.) containing an arbitration clause according to which all disputes arising out of or in connection with it shall be settled by an arbitration court (as a hypothetical example may be given the dispute related to the recovery of damages caused by unfair competition through the illegal acquisition or disclosure of trade secrets obtained in the framework of the contract of the parties for the performance of research and development work [17, p. 58]).

According to the Bulgarian lawyer D. Draguiev, "the most common manner of private enforcement of competition law would be tortuous claims for damages caused by anticompetitive behaviour. Competition law arbitration… is limited to two types:

- this happens if a party contends before the arbitral tribunal that the contract (where the arbitration clause is inserted as well) has anticompetitive implications;
- the second (and more common) instance encompasses the situation where the arising dispute does not concern competition issues prima facie but, when applying the law applicable to the substance of the dispute, the arbitral tribunal would have to apply rules of competition law part and parcel with the rest of the rules of the applicable law" [18].

International legal acts provide for only few references to the possibility of arbitration of the disputes connected with unfair competition. In particular, the Convention establishing the World Intellectual Property Organization of July 14, 1967 sets forth that "intellectual property" shall include the rights relating to… protection against unfair competition" [19].

The legislation of the majority of foreign states, as well as the national legislation, as a rule, does not provide for a direct answer to the question of whether the private-law disputes arising in connection with unfair competition can be settled by arbitration. A kind of exception is the Law of the Kingdom of Sweden "On arbitration" of 1999. Pursuant to part 3 of Article 1 of it arbitrators may rule on the civil law effects of competition law as between the parties [20]. In this regard, for determining the arbitrability of the mentioned disputes, in our opinion, an analysis of the available judicial practice shall be useful.

In the award made in 2003 an International Chamber of Commerce (ICC) Arbitration Court maintained: "The arbitral tribunal has jurisdiction to hear claims for unfair competition if such a conduct is very close-

ly linked to non-performance or poor performance of a contract containing an arbitration clause". It also directly added that "disputes concerning unfair competition which be very closely linked with breach of contract may be arbitrable" [21, p. 171, 174].

In 2012 the Court of Appeal of Paris (*Cour d'appel de Paris*) was considering the case between SA CONFORMA FRANCE and Societé SPA GROUP SOFA. These organizations were in business relations since 2003. SA CONFORMA FRANCE sold mainly the sofa of the "Cardiff 423" model produced by Societé SPA GROUP SOFA. Due to the repeated delays in delivery on December 23, 2008 SA CONFORMA FRANCE informed SPA GROUP SOFA of the termination of sales of this product. On 15 January 2009 SPA GROUP SOFA notified it about its objection to the rough break in commercial relations as well as that the "Cardiff 423" model was registered on 14 January 2009 as an industrial Community design. Claiming that this break caused it great damage, resulting in its liquidation and subsequent dismissal of its 100 employees, and that SA CONFORMA FRANCE counterfeited the "Cardiff 423" model by another company and committed acts of unfair competition by poaching two of its employees, on July 2, 2010 SPA GROUP SOFA filed against the plaintiff with the *Tribunal de grande instance* of Paris a claim for compensation for damages. SA CONFORMA FRANCE raised the issue of the lack of competence of this court over deciding on the claims arising out of unlawful termination of commercial relations, unfair competition and unpaid invoices, referring to the arbitration clause contained in both the supply contracts and the general conditions of sale of this organization. At the same time, it did not challenge the competence of the *Tribunal de grande instance* of Paris to rule on the actions of counterfeit of the industrial design of the Community.

In the resolution adopted on 10 June 2011 the objection concerning the lack of competence of the court was not satisfied, because, as the court noted, the supply contracts and the general terms of sale of SA CONFORAMA FRANCE were signed after the facts on which the requirements of GROUP SOFA were based and they could not have retroactive effect. On 4 July 2011 SA CONFORAMA FRANCE filed a complaint against this ruling with the Court of Appeal of Paris.

The latter in its decision of 14 March 2012 noted the following. The supply contract dated 5 December 2008 concluded between GROUP SOFA and the Swiss organization IHTM SA acting on behalf of and in the interests of CONFORAMA FRANCE contained the provision according to which if the supplier and a branch of CONFORAMA FRANCE were established in different countries, all the disputes, arising out of the contract or in connection with it, should be settled in accordance with the Amicable Dispute Resolution Rules of the ICC. In accordance with the principles contained in Articles 1448 and 1465 of the French Civil Procedure Code, except for the invalidity or the apparent inapplicability of the arbitration clause, the competence over its validity or scope belongs to the arbitration. Notwithstanding that the actions of breaking of commercial relations and unfair competition have a tort nature, an arbitration clause covering all disputes arising out of or in connection with a contract is not manifestly inapplicable when the counterparty's demand is connected with the contract because it mainly relates to the conditions in which it was terminated, and to the consequences that gave rise to this demand. Taking it into consideration, the *Tribunal de grande instance* of Paris ruled that it did not have the competence to consider the demands of the SPA Group SOFA regarding the break of the said relations, acts of unfair competition and payment of invoices [22].

One more case was considered by the Second Civil Chamber of the First Section of the Center, San Salvador (*Cámara Segunda de lo Civil de La Primera Sección del Centro*), on the appeal of COMTEC, S.A. De C.V. against the decision of the Third Court of Civil and Commercial Matters of San Salvador (*Juez Tercero de lo Civil y Mercantil*) of 28 November 2011 (in this judgment, the court established the competence of the arbitration over the dispute between COMTEC, S.A de C.V. and DIGICEL, S.A. de C.V., relating to the recovery from DIGICEL, S.A. de C.V. of the losses caused to this organization by unfair competition on the part of COMTEC, S.A. de C.V.). The Second Civil Chamber of the First Section of the Center established the existence in the contract signed by the parties of the arbitration clause, according to which they should submit to arbitration all the disputes related to the interpretation, violation, conflicts, regardless of their nature, as well as to the cancellation or termination of that contract. However, according to the decision of this court of January 5, 2012, "…unfair competition is an anti-competitive practice that seeks to poach for its own benefit the clientele of a commercial or industrial organization by using dishonest actions… when we are dealing with competition, one must keep in mind free game of supply and demand, as well as the fact that the functions of promoting, protecting and guaranteeing it belong to the State… we believe that unfair competition, as claimed by the plaintiff, may not be considered by arbitration as it is an issue directly referred to the judicial authority of the State…" Thus, the appeal was dismissed [23].

On 18 October 2013 the Section 28 of the Madrid Provincial Court (*La Sección Vigésima Octava de la Audiencia Provincila de Madrid*) ruled the decision on the appeal of CAMIMALAGA, S.A.U. against the decision of the Madrid Commercial Court No. 11 (Juzgado de lo Mercantil nº 11 de Madrid) on the case between CAMIMALAGA, S.A.U. and DAF VEHICULOS INDUSTRIALES S.A.U. In this decision the Madrid Commer-

cial Court No. 11 established the lack of its competence to hear the mentioned case based on the hybrid arbitration clause contained in the written agreements of the parties providing submitting of the disputes between them to arbitration or to national courts of the Netherlands. The appellant denied the possibility of submitting the disputes related to the protection of free competition to arbitration. In his appeal he also claimed about the violation of competition rules, sought the declaration of nullity of certain provisions of the contracts signed by the disputing parties and compensation of the damages caused. In support of its position CAMIMALAGA, S. A. U. referred to the Council Regulation (EC) No. 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty and to the Commission Regulation (EC) No. 1400/2002 of 31 July 2002 on the application of Article 81(3) of the Treaty to categories of vertical agreements and concerted practices in the motor vehicle sector.

The Madrid Provincial Court took the position that both these regulations did not exclude the possibility of submitting the disputes connected with violations of the Community competition rules to the arbitration and dismissed the mentioned appeal of CAMIMALAGA, S. A. U. [24].

The Supreme Court of the Republic of Poland (*Sąd Najwyższy*) in its decision of December 2, 2009 (Sygn. akt I CSK 120/09), concerning the appeal on the Decision of the Court of Appeal (*Sąd Apelacyjny*) of 28 July 2008 indicated that the arbitration agreements of the parties clearly related to the disputes arising out or connected with the contracts on cooperation in the purchase of goods. It stated the following: "The respondent's unfair competition, consisting in the receipt of additional charges, is not connected with the fulfillment or realization of those contracts, but was carried out in parallel (*przy okazji*) with their realization. The claim sought by it hence was not contractual in nature and did not rise out of the contracts concluded by the parties, but concerned the defendant's act of unfair competition. It is difficult to admit that the parties entering into the mentioned agreements upfront foresaw that one of them would commit an unfair competition act and they would submit the relevant disputes to the arbitration. It clearly follows from the content of the arbitration agreements that they concern the disputes related to the fulfillment of the contracts, rather than all the disputes arising in the realization thereof" [25]. According to some authors, from the analyses of this case follows that the claim for unjust enrichment under Article 18 (1) (4) of the Republic of Poland "On suppression of unfair competition" as a dispute on a property right which may be disposed by the parties, may be subject to settlement; as such it may constitute the subject-matter of arbitration agreement [26, p. 308].

In the view of the foregoing, the following conclusions may be made. Up to date, the question of arbitrability of the disputes connected with unfair competition must be solved in each case on the basis of the law applicable to the arbitration clause. At the same time, the supporters of the positive approach to the arbitrability of the disputes connected with bad faith proceed from a broad interpretation of the competence of arbitration, interpreting such disputes as having a civil law character. The opponents of such an approach relies upon the fact that "mandatory rules implementing public policy goals, such as competition law, should protect important social interests and their enforcement should not be left to uncontrolled national or international arbitral bodies" [18]. If the applicable substantive law unequivocally excludes the competition disputes from the arbitral ones, according to Article V (2) (a) of the New York Convention the court at the place of the enforcement of the award rendered on such a dispute will refuse to recognize and enforce it. The parties to the arbitration agreement should choose as the law applicable to the contract and *lex arbitri* the law of the state which allows arbitrability of the disputes arising out of unfair competition. At all accounts, the inclusion of an arbitration clause in an agreement between the parties involved in the relations regulated by public competition rules, may provide them with the opportunity to resolve possible disputes in an alternative way, having always the possibility to resort to the state justice in case of the arbitrability defectiveness of the relationship.

References

1. Convention on the Recognition and Enforcement of Foreign Arbitral Awards. URL: http://www.newyorkconvention.org/11165/web/files/original/1/5/15432.pdf (date of access: 04.07.2017).

2. Коломиец А. И. Арбитрабильность споров, возникающих из нарушения антимонопольного законодательства // Вестн. арбитражной практики. 2016. № 5 (66). С. 25–36 [Kolomiets A. I., Grigoryev T. Yu. Arbitrability of Disputes Arising out of Restriction of Competition Law. *Vestnik Arbitr. Prakt.* 2016. No. 5 (66). P. 25–36 (in Russ.)].

3. Alija N. To Arbitrate or Not To Arbitrate… Competition Law Disputes. *Mediter. J. Soc. Sci.* 2014. Vol. 5, No. 1. P. 641–648. DOI: 10.5901/mjss.2014.v5n1p641.

4. Bantekas I. An Introduction to International Arbitration. Cambridge : Cambridge University Press, 2015.

5. Blanke G. Entrusting antitrust issues to arbitration: some personal thoughts and considerations. *Arbitr. Int.* 2016. Vol. 32, issue 2. P. 275–285. DOI: 10.1093/arbint/aiv037.

6. Dalhuisen J. H. The Arbitrability of Competition Issues. *Arbitr. Int.* 1995. Vol. 11, No. 2. P. 151–168. DOI: 10.1093/arbitration/11.2.151.

7. Fuglsang E. J. The Arbitrability of Domestic Antitrust Disputes: Where Does the Law Stand? *DePaul L. Rev.* 1997. Vol. 46, issue 3. P. 778–822.

8. Ragazzo C., Binder M. Antitrust and international arbitration. *Bus. Law J*. 2015. Vol. 15, issue 2. P. 173–200.

9. Smith L. M. Determining the arbitrability of international antitrust disputes. *J. Comp. Bus. Cap. Mark. Law*. 1986. No. 8. P. 197–218.

10. The Report of the United Nations Commission on International Trade Law on the work of its thirty-ninth session 19 June – 7 July 2006. URL: https://documents-dds-ny.un.org/doc/UNDOC/GEN/V06/558/15/PDF/V0655815.pdf?OpenElement (date of access: 04.07.2017).

11. О Международном арбитражном (третейском) суде [Электронный ресурс] : Закон Респ. Беларусь, 9 июля 1999 г., № 279-З : с изм., внесенными Законом от 01.07.2014 г. // ЭТАЛОН. Законодательство Республики Беларусь / Нац. центр правовой информ. Респ. Беларусь. Минск, 2017 [On the International Arbitration Court : Law of the Rep. of Belarus, 9 July 1999, No. 279-З : with amend., implemented by the Law of 01.07.2014. *ETALON. Legislation of the Republic of Belarus*. Minsk, 2017 (in Russ.)].

12. О третейских судах [Электронный ресурс] : Закон Респ. Беларусь, 24 июня 2011 г., № 301-З : с изм., внесенными Законом от 24.10.2016 г. // ЭТАЛОН. Законодательство Республики Беларусь / Нац. центр правовой информ. Респ. Беларусь. Минск, 2017 [On Arbitration Courts : Law of the Rep. of Belarus, 24 June, 2011, No. 301-З : with amend., implemented by the Law of 24.10.2016. *ETALON. Legislation of the Republic of Belarus*. Minsk, 2017 (in Russ.)].

13. Гражданский процессуальный кодекс Республики Беларусь [Электронный ресурс] : 11 янв. 1999 г., № 2/13 : принят Палатой представителей 10 дек. 1998 г. : одобр. Советом Респ. 18 дек. 1998 г. : с изм. и доп., внесенными Законом Респ. Беларусь от 09.01.2017 г. // ЭТАЛОН. Законодательство Республики Беларусь / Нац. центр правовой информ. Респ. Беларусь. Минск, 2017 [The Code of Civil Procedure of the Republic of Belarus : Jan. 11, 1999, No. 2/13 : adopted by the House of Representatives on 10 Dec. 1998 : appr. by the Counc. of Rep. on 18 Dec. 1998 : with amend. and add., implemented by the Law of 09.01.2017. *ETALON. Legislation of the Republic of Belarus*. Minsk, 2017 (in Russ.)].

14. Хозяйственный процессуальный кодекс Республики Беларусь [Электронный ресурс] : 15 дек. 1998 г., № 219-З : принят Палатой представителей 11 нояб. 1998 г. : одобр. Советом Респ. 26 нояб. 1998 г. : с изм. и доп., внесенными Законом Респ. Беларусь от 09.01.2017 г. // ЭТАЛОН. Законодательство Республики Беларусь / Нац. центр правовой информ. Респ. Беларусь. Минск, 2017 [The Code of Economic Procedure of the Republic of Belarus : Dec. 15, 1998, No. 219-З : adopted by the House of Representatives on 11 Nov. 1998 : appr. by the Counc. of Rep. on 26 Nov. 1998 : with amend. and add., implemented by the Law of 09.01.2017. *ETALON. Legislation of the Republic of Belarus*. Minsk, 2017 (in Russ.)].

15. On counteraction to monopolistic activities and promotion of competition [Electronic resource] : 12 Dec. 2013. URL: http://law.by/document/?guid=3871&p0=H11300094e (date of access: 04.07.2017).

16. Civil Code of the Republic of Belarus [Electronic resource] : 7 Dec. 1998. URL: http://law.by/main.aspx?guid=3871&p0=Hk9800218e (date of access: 04.07.2017).

17. Hellner M. Unfair competition and acts restricting free competition: a commentary on article 6 of the Rome II Regulation. *Yearbook of private international law*. Munich, 2007. Vol. 9. P. 49–70. DOI: 10.1515/9783866537200.1.49.

18. Draguiev D. Arbitrability of Competition Law Issues Reinforced. URL: http://kluwerarbitrationblog.com/2014/01/10/arbitrability-of-competition-law-issues-reinforced/ (date of access: 04.07.2017).

19. Convention Establishing the World Intellectual Property Organization. Signed at Stockholm on 14 July 1967 and as amended on 28 September 1979. URL: http://www.wipo.int/edocs/lexdocs/treaties/en/convention/trt_convention_001en.pdf (date of access: 04.07.2017).

20. Lag (1999:116) om skiljeförfarande. URL: http://www.riksdagen.se/sv/dokument-lagar/dokument/svensk-forfattningssamling/lag-1999116-om-skiljeforfarande_sfs-1999-116 (date of access: 04.07.2017).

21. Rubino-Sammartano M. International arbitration law and practice : (commercial, investment, online, state-individual, interstate, commodities, U.S.-Iran, UNCITRAL and sports arbitration). 3rd ed. Huntington, New York : JurisNet, 2014.

22. Cour d'appel de Paris, Pôle 1, 14 mars 2012. URL: https://www.doctrine.fr/?q=2011%2F12354&only_top_results=true (date of access: 04.07.2017).

23. 50-3CM-11-A. Cámara Segunda De Lo Civil De la Primera Sección Del Centro. URL : http://www.jurisprudencia.gob.sv/DocumentosBoveda/D/1/2010-2019/2012/01/95367.pdf (date of access: 04.07.2017).

24. Roj: AAP M 1988/2013 – ECLI: ES:APM:2013:1988A. URL: http://www.poderjudicial.es/search/doAction?action=contentpdf&databasematch=AN&reference=6891699&links=&optimize=20131127&publicinterface=true (date of access: 04.07.2017).

25. Postanowieneie dnia 2 grudnia 2009 r. URL: http://www.sn.pl/sites/orzecznictwo/Orzeczenia2/I%20CSK%20120-09-1.pdf (date of access: 04.07.2017).

26. Belohlávek A. J., Rozehnalová N. (eds). Czech (& Central European) yearbook of arbitration. The Hague, 2011. Vol. 1.

Received by editorial board 20.07.2017.