УДК 641.63

GROUNDS FOR AND ORDER OF *DE NOVO* PROCEEDINGS IN INTERNATIONAL COMMERCIAL ARBITRATION

A. S. DANILEVICH[a]

[a]*Belarusian State University, 4 Niezaliežnasci Avenue, Minsk 220030, Belarus*

This article considers the procedural issues that arise after the replacement of an arbitrator in an arbitration tribunal. Such replacement raises an issue of the necessity of the case revision by the composition of the tribunal with a new arbitrator. Under the rules of arbitration institutions, this issue has been dealt with in different ways. By means of comparative legal analysis and using the theory of procedural law, the author of the article draws conclusions about the necessity to improve the regulation of this issue in Belarus.

Keywords: arbitration; court; arbitrator; arbitration tribunal; immediacy; rules of procedure; *de novo* proceedings; commercial.

ОСНОВАНИЯ И ПОРЯДОК РАЗБИРАТЕЛЬСТВА СНАЧАЛА В МЕЖДУНАРОДНОМ КОММЕРЧЕСКОМ АРБИТРАЖЕ

А. С. ДАНИЛЕВИЧ[1)]

[1)]*Белорусский государственный университет, пр. Независимости, 4, 220030, г. Минск, Беларусь*

Рассматриваются процессуальные вопросы, которые возникают после замены арбитра в составе международного коммерческого арбитража. Такая замена ставит вопрос о необходимости пересмотра дела составом суда с участием нового арбитра, но этот вопрос в регламентах арбитражных учреждений решен по-разному. Применяя метод сравнительно-правового анализа с использованием теории процессуального права, автор делает выводы о необходимости совершенствовать регулирование этого вопроса в Беларуси.

Ключевые слова: арбитражный; суд; арбитр; состав суда; принцип непосредственности разбирательства; регламент; разбирательство сначала; коммерческий.

The idea to write this article arose from the debate of the arbitrators during the discussion on the draft of the award in Minsk. It became clear that the issue of *de novo* consideration of a case in the national arbitration literature was not given any attention. Moreover, what seemed clear to the author at first glance, did not find understanding among some colleagues.

De novo consideration of a case differs from the revision of the award, although the Latin term *de novo*, in particular, is often used in the English-language papers to describe the review procedure without taking into account the conclusions of the previous instance [1, p. 1925; 2, p. 601, 828, 1277, 1339–1349; 3, p. 673; 4, p. 28, 84; 5]. In fact, it is a matter of the court's consideration of a dispute "from scratch", where all stated and presented earlier must or, more precisely, can be stated again by persons involved in the process.

The procedural institute of *de novo* consideration of a case is not solely arbitration phenomenon. It is a general procedural institute for all forms of pro-

Образец цитирования:
Данилевич АС. Основания и порядок разбирательства сначала в международном коммерческом арбитраже. *Журнал Белорусского государственного университета. Международные отношения*. 2019;2:38–43 (на англ.).

For citation:
Danilevich AS. Grounds for and order of *de novo* proceedings in international commercial arbitration. *Journal of the Belarusian State University. International Relations*. 2019;2:38–43.

Автор:
Александр Станиславович Данилевич – кандидат юридических наук, доцент; доцент кафедры международного частного и европейского права факультета международных отношений.

Author:
Aliaksandr S. Danilevich, PhD (law), docent; associate professor at the department of international private and European law, faculty of international relations.
asdanilevich@bsu.by

ceedings before a court, which makes decisions on the merits. In particular, the Economic Procedural Code of Belarus (hereinafter EPC)[1] establishes in art. 29 (4) and art. 76 (4) that "after the replacement of the judge(s) the case is considered *de novo*"[2] and in art. 60 (6) that "when another respondent intervenes in the case, it is considered *de novo*". EPC states that the case consideration *de novo* can take place in cases of replacement of the inappropriate respondent or the intervention of the second respondent (art. 61 (2)); when the third person who has made independent claims regarding the subject matter of the dispute intervenes after the commencement of the court proceedings in the court of first instance (art. 64 (3)); when the third person who has not made separate claims regarding the subject matter of the dispute intervenes after the commencement of the proceedings in the court of first instance (art. 65 (4)); after postponement (art. 179 (12)). In the Civil Procedural Code of Belarus (hereinafter CPC) similar rules are stipulated[3] (art. 63 (4), after replacement of the inappropriate party).

It is necessary to pay attention to the different terminology of the two procedural codes. The EPC uses the term similar to *de novo*, and the CPC indicates "the consideration of the case begins from the beginning", which does not change the essence of what is happening.

As mentioned above in the analysis of the term itself, two types of *de novo* proceedings can be delineated in arbitration: revision of an award on the merits by an international arbitration tribunal; and the start of *de novo* proceedings in a specific process when the events or proceedings established by law and/or the rules of procedure occur.

A revision of the decision on the merits is possible both with respect to an award made by another jurisdictional body and with respect to the revision of the award by the agreement of the parties by the same arbitral tribunal. The first case is typical for such special arbitration as the Court of Arbitration for Sport in Lausanne (TAS-CAS), the arbitration rules of which (Code of Arbitration for Sport[4]) provide for an appeal procedure to review the decisions of "decisions of federations, associations or other sports-related bodies, insofar as the statutes or regulations of the said sports-related bodies or a specific agreement so provide" (art. S12). At the same time, according to art. R57, the tribunal has the full right to review "the facts and the law" and it may "issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance".

The second case, which is based on a consensual basis – the agreement of the parties, – usually concerns situations where an award of an international arbitral tribunal was annulled or declared unenforceable, but the parties apply again to the same international arbitral court for a new award by a different tribunal (e. g. pursuant to art. 256 (3) EPC).

However, the most interesting thing is the order of and grounds for *de novo* proceedings in the same arbitration process. The Rules of the International Arbitration Court of the BelCCI (hereinafter referred to as IAC at the BelCCI)[5] establishes the only grounds for *de novo* considering the case in art. 10 (4): "After the replacement of the arbitrator (presiding arbitrator), the arbitral tribunal shall examine the case from the beginning". At the same time, according to art. 28 of the Law of the Republic of Belarus "On International Arbitration Court (Tribunal)" (hereinafter the Law on IAC)[6] the commencement of proceedings at the international arbitration court… unless the parties have agreed otherwise, the proceedings in the international arbitration court for the consideration of a specific dispute begins on the day when the statement of claim is received by the respondent". What does "substitute of an arbitrator (presiding arbitrator)" mean? The answer is given by art. 21 of the Law on IAC "Replacement of an arbitrator": "If the mandate of the arbitrator terminates on the grounds and in the manner prescribed by articles 18 to 20 of this Law, the other arbitrator shall be appointed in accordance with the procedure applied when appointing the arbitrator to be replaced". Art. 18–20 of the Law on IAC regulate the issues of challenge and termination of the arbitrator's authority. The analysis of these articles of the law allows us to identify the following grounds for replacing an arbitrator established in the Law on IAC itself:

1) challenge;

2) self-disqualification;

3) refusal to accept authority;

4) refusal to act as an arbitrator;

5) agreement of the parties on termination of the arbitrator's authority;

6) decision of the chairman of the permanent court (at the request of the party);

---

[1]Economic Procedural Code of the Republic of Belarus of 15 December 1998 No. 219-3 : as amended on 17 July 2019 [Electronic resource]. URL: http://law.by/document/?guid=3871&p0=Hk9800219e (date of access: 20.09.2019).

[2]Hereinafter translated by *A. D.*

[3]The Code of Civil Procedure of the Republic of Belarus of 11 January 1999 No. 238-3 : as amended on 8 August 2018 (as amended and supplemented effective from 2 January 2019) [Electronic resource] // ConsultantPlus: Belarus / LLC "Yurspektr". Minsk, 2019.

[4]Code de l'arbitrage en matière de sport, Entré en vigueur le 1 janvier 2019 [Electronic resource]. URL: https://www.tas-cas.org/fileadmin/user_upload/Code_2019__en_.pdf (date of access: 02.20.2019).

[5]Rules of t he International Arbitration Court at the BelCCI : approved by the Resolution of the Belarusian Chamber of Commerce and Industry on 17 March 2011 : as amended and added on 10 November 2017 [Electronic resource]. URL: https://iac.by/en/regulation/ (date of access: 10.20.2019).

[6]On International Arbitration Court (Tribunal) : Law of the Republic of Belarus of 9 July 1999 No. 279-3 : as amended on 1 July 2014 [Electronic resource]. URL: http://law.by/document/?guid=3871&p0=H19900279e (date of access: 09.20.2019).

7) decision of the chairman of the Belarusian Chamber of Commerce and Industry (at the request of the party for an ad hoc arbitration tribunal). Moreover, the actions specified herein in paragraphs 3–4 may be carried out if the arbitrator was legally or actually unable to perform them or for other reasons allowed a significant delay in the proceedings (art. 20 (1) of the Law on IAC). At the same time, decisions specified in paragraphs 6 and 7 may be taken only in the absence of consent of the parties. In art. 20 (2) of the Law on IAC it is stated that "other cases of termination of the arbitrator's powers of a permanent international arbitration court shall be determined by the arbitration rules". Actually, the Rules of the IAC at the BelCCI do not provide for such cases.

Art. 20 of the Law on IAC is the implementation of art. 14 of the UNCITRAL Model Law on International Commercial Arbitration of 1985, which was amended in 2006[7], as well as the provisions of art. 18, 19 of the Law on IAC are the inpplementation of art. 12, 13 of the Model Law. It is worth noting, however, that, as in the Law on IAC, there is no rule on *de novo* examination of the case after the replacement of an arbitrator in the UNCITRAL Model Law.

Now, we will study the settlement of the *de novo* case in a specific process in other arbitration rules.

In paragraph 19 (2) of the Rules of International Commercial Arbitration at Chamber of Commerce and Industry of the Russian Federation (MKAS)[8] it is stated that after the replacement of an arbitrator "where necessary, and having regard to the opinions of the parties, the new arbitral tribunal may return to the issues that were examined during the previous oral hearings in the case before the replacements". As can be seen, unlike Rules of the IAC of the BelCCI, the International Rules of MKAS do not contain an obligation, but the possibility of *de novo* considering of case by the decision of the court, taking into account the views of the parties.

A similar norm on the consequences of replacing an arbitrator is contained in the Rules of the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry (ICAC at the CCI of Ukraine)[9], where art. 35 provides that «in case of replacement of an arbitrator in the collegial consideration of the dispute, the new arbitrator shall take over the arbitral proceedings at the point that it had reached on the termination of the previous arbitrator's authorities. If necessary, and having regard to the opinions of the parties, the changed Arbitral Tribunal may return to the issues that were examined in the course of the previous case hearings of the Arbitral Tribunal before an arbitrator's replacement. In addition to art. 35 (2), the Ukrainian Rules in art. 35 (3) regulates the procedure after the replacement of the arbitrator after the end of the hearing, when the ICAC Presidium, taking into account the opinion of the remaining members of the arbitral tribunal and the parties, as well as based on the circumstances of the case, may decide on the completion of the proceedings by the remaining members of the arbitral tribunal.

The Arbitration Rules of the International Chamber of Commerce (Paris)[10] contain a similar norm with the above-mentioned Russian and Ukrainian regulations, where art. 15 (4) states that after hearing the opinions of the parties, the tribunal shall decide whether the case should be considered anew.

Similarly, in the Vienna International Arbitration Centre the question of the need for a review of the case (and to what extent) after the replacement of the arbitrator is being considered (art. 22 (2) of the Vienna Rules)[11].

The rule on the consequences of replacing an arbitrator in the International Arbitration Rules of the American Arbitration Association contains a provision in art. 15 (2), which says that if a substitute arbitrator is appointed, unless the parties otherwise agree, the arbitral tribunal shall determine at its sole discretion whether all or part of the case shall be repeated[12].

The Rules of Vilnius Commercial Arbitration Court[13] in art. 21 (7) state that "after replacement of the sole or presiding arbitrator, each dispute resolving of which was started earlier shall be decided anew, unless the parties do not object to proceeding with the resolution of the dispute. If part of the arbitrators of the Arbitral Tribunal is replaced, the dispute may be considered anew by decision of the Arbitral Tribunal". As can be seen, the

[7]UNCITRAL Model Law on International Commercial Arbitration 1985 with amendments as adopted in 2006 [Electronic resource]. URL: https://www.uncitral.org/pdf/english/texts/arbitration/ml-arb/07-86998_Ebook.pdf (date of access: 20.09.2019).

[8]Appendix No. 2 to Order No. 6 of the Chamber of Commerce and Industry of the Russian Federation dated 1 November 2017 of the Rules of Arbitration of International Commercial Dispute [Electronic resource]. URL: http://mkas.tpprf.ru/upload/iblock/fd9/fd91e3315ec67621225835bc71d3de5e.docx (date of access: 20.09.2019).

[9]Rules of the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce a Industry Industry effective as of 1 January 2018 [Electronic resource]. URL: https://icac.org.ua/wp-content/uploads/Rules-of-the-ICAC-at-the-UCCI.pdf (date of access: 20.09.2019).

[10]Arbitration Rules : in force as from 1 March 2017 [Electronic resource]. URL: https://cdn.iccwbo.org/content/uploads/sites/3/2017/01/ICC-2017-Arbitration-and-2014-Mediation-Rules-english-version.pdf (date of access: 20.02.2019).

[11]Vienna Rules 2018 [Electronic resource]. URL: https://www.viac.eu/en/arbitration/content/vienna-rules-2018-online (date of access: 20.02.2019).

[12]International dispute resolution procedures (including Mediation and Arbitration Rules) [Electronic resource]. URL: https://www.adr.org/sites/default/files/ICDR_Rules.pdf (date of access: 20.02.2019).

[13]Arbitration Rules of the Vilnius Court of Commercial Arbitration, effective from 1 January 2013 [Electronic resource]. URL: http://www.arbitrazas.lt/failai/2018%2001%2001%20VCCA%20Rules%20of%20Arbitration_2017-11-28.pdf (date of access: 09.20.2019).

replacement of the chairman of the arbitral tribunal is given the same importance as the replacement of a sole arbitrator, but the Lithuanian Rules do not require to consider the parties' opinions on the need of *de novo* after the replacement of the arbitrator(s).

The UNCITRAL Rules[14] in art. 15 "Repetition of hearings in the event of replacement of an arbitrator" provide that if an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

It is worth noting that this article is a revision of art. 14 of the 1976 UNCITRAL Rules, and art. 15 of the latest version deviated from the rule which took into account the views of the parties and where a party could use a delay tactic to request second hearing in favour of the effectiveness of the arbitration, where everything is decided by the arbitral tribunal on the basis of the particular situation [6, p. 319].

The Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce[15] follow the same strict line, according to art. 21 (3) "where an arbitrator has been replaced, the newly composed Arbitral Tribunal shall decide whether and to what extent the proceedings are to be repeated".

The London Court of International Arbitration Rules[16] does not contain any express reference to the possibility of and procedure for the re-examination of the case after the replacement of the arbitrator.

Thus, the analysis of a number of known rules allows us to identify several basic approaches to the question of *de novo* reviewing the case. However, the approaches vary depending on who has the right to decide on the review in principle and to what extent the review will be substantive. Thus, these are the following approaches, which are based on the criterion of who decides on the question of revision:

1) the question is decided by the tribunal;

2) the question is decided by the parties;

3) the question is decided by the tribunal after consultation with the parties.

Without a doubt, the most common option is a symbiotic one, which gives priority to the autonomy of the parties and limits the arbitral tribunal's ability to make a determination as to the nature of the review.

In terms of the scope of the review, there is a conservative approach inherent in the Rules of the IAC of the BelCCI, namely, *de novo* review of the case, when replacing of any arbitrator at any stage of the process occurs. Furthermore, there is an approach that can be called liberal and pragmatic, where *de novo* review may be incomplete or uncommitted. At the same time, some rules, in particular, the Rules of the Vilnius Court of Arbitration and Rules of the ICAC at the CCI of Ukraine, stipulate that only the replacement of a sole arbitrator always entails *de novo* consideration of the case by a newly elected (appointed) arbitrator.

The necessity for *de novo* consideration of the case is justified by the widely recognized procedural principle of immediacy. The principle is directly established by the Belarusian economic and procedural legislation in art. 24 of the EPC "Immediacy of the trial": "The court, which resolves economic cases, is obliged to examine all the evidence in the case on immediacy principle". We believe that this principle should be applied in the international arbitration process in Belarus by virtue of the reference to the principles of economic process under part 2 of art. 3 of the Law on IAC [7, p. 163]. It should be noted that the text of the Law of the Republic of Belarus of 18 June 2011 No. 301-3 "On Arbitration Courts"[17], regulating the consideration of "domestic" disputes in the order of arbitration, does not contain an indication of the application of the principle of immediacy. However, the commentary to this law, in particular to its art. 31, made by D. M. Severyn, indicates that "the principle of direct proceedings requires that all the evidence be perceived directly by the arbitration tribunal, which is considering the case" [8].

In our opinion, the strict rule of the Rules of the IAC of the BelCCI is only a copy of art. 24 of the EPC. As was pointed out by V. U. Zhandarau in the commentary to the EPC 2005 [9], the principle of immediacy in the economic process is closely related to the requirement of the EPC for the constant panel of judges or solo judge considering a particular case. In case of replacement of a judge, the consideration of the case starts from the beginning. This allows a new judge to personally receive all evidence and discuss it in a deliberative room on an equal footing with others.

However, while this approach is justified for economic proceedings, where all cases are heard by a single judge at first instance, for an international arbitration court, where a significant number of cases are heard by a three-person panel of arbitrators (by default), *de novo* hearing of the case in all cases may reduce the effectiveness of the arbitration proceedings in terms of time and costs.

However, since the legal basis for *de novo* consideration when replacing an arbitrator(s) is provided for in many rules, we will consider the criteria for determining

[14]UNCITRAL Arbitration Rules [Electronic resource]. URL: https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/uncitral-arbitration-rules-2013-e.pdf (date of access: 20.09.2019).

[15]Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce [Electronic resource]. URL: https://sccinstitute.com/media/293614/arbitration_rules_eng_17_web.pdf (date of access: 02.20.2019).

[16]LCIA Arbitration Rules (2014), effective 1 October 2014 [Electronic resource]. URL: https://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2014.aspx#Article%2011 (date of access: 20.02.2019).

[17]On arbitration courts : Law of the Republic of Belarus of 18 July 2011 No. 301-3 [Electronic resource] URL: http://pravo.by/document/?guid=3871&p0=H11100301 (date of access: 07.02. 2019).

the scope of the proceedings that should be repeated. Some rules of the arbitral tribunal, such as the Rules of the IAC of the BelCCI, do not indicate the possibility to choose the time from which to *de novo* proceed. Despite all this, the issue arises as to whether it is really necessary to review all applications and claims made. Should the renewed composition of the tribunal reconsider the declaration of lack of competence and the motion for interim measures? What is the legal effect of the earlier interim orders (rulings) of an international arbitral tribunal? Does a party need to resubmit applications and addenda to the claims filed before the replacement of the arbitrator? We believe that the answers to these questions should be sought in the analysis of the principle of immediacy in arbitration proceedings. In case of replacement of an arbitrator, *de novo* examination is necessary for the new arbitrator to participate directly in the proceedings and to evaluate the evidence submitted by him or her.

It is obvious that the replacement of a sole arbitrator should entail *de novo* review of the case so that the new arbitrator could directly examine the evidence submitted by the parties. When replacing the presiding arbitrator, who usually writes a draft award, it is also important to examine the evidence submitted by the parties directly again. However, in deciding on the scope of the review, the new tribunal would first need to be guided by some criteria to determine the extent to which it would be necessary to "repeat" the proceedings. We believe that these criteria should be used for the sole purpose of making a lawful and reasoned award, and that the fundamental principle of determining the scope of the review should be to strike a balance between the efficiency of the arbitration proceedings and their immediacy.

Arbitration, as well as the proceedings at the state court, is a set of procedural actions of the parties and the tribunal. Accordingly, when deciding on the consideration of a case, firstly, it is necessary to determine in full or in part, which procedural actions should be repeated and which should not. Of course, at the same time, it is not only a question of necessity, but also of the parties' exercise of the dispositive rights.

We believe that the procedural documents containing the amended requirements and objections to these requirements should not be submitted to the newly amended arbitral tribunal. In this case, we mean the request to amend and (or) supplement the claim, since it is certainly not a question of filing a new claim (arbitration request).

Since these documents directly form the field of choice for the arbitral tribunal to make a decision and do not as such constitute evidence to be assessed by the tribunal, it is absolutely inappropriate to resubmit them. It also should be noted that the applications and the recall do not aim at the court to perform some intermediate procedural actions. Such documents are the basis for the tribunal to make a final award, namely, an award on the merits of the dispute or a decision on termination of proceedings. However, it is necessary to make an essential reservation that if these documents are accompanied by written evidence or at least by oral comments of the parties and the new arbitrator (arbitrators) has the need for direct examination of the evidence and direct hearing of comments with the raising of questions, the new hearing on the submitted documents is necessary.

The principle of direct proceedings does not apply to the consideration of this issue, namely, it has no legal significance for the competence of the court to decide which composition of the court will make the decision, even if its composition has been legally changed. For that reason, the claim that the court does not have jurisdiction at any stage of its consideration and after a ruling on the existence of jurisdiction should not be reconsidered.

It is obvious that the written evidence in the case should not be resubmitted. The new arbitrator can and must examine them on his or her own. However, if in his or her opinion the examination of the documents requires additional comments from the parties to the proceedings, he or she should take the initiative to receive them from the party(s) in front of the other arbitrators at the new meeting.

In our opinion, the orders of the arbitral tribunal on interim measures should not be revoked. Firstly, this is due to the fact that the purpose of such an order is to protect the party in the process, as a rule, the claimant. If interim measures were taken before the tribunal was constituted (for example, by the president of the arbitral court or the emergency arbitrator), the consideration from the beginning is completely meaningless, since it has nothing to do with the identity of the replaced arbitrator. Secondly, the application of interim measures could already be authorized and implemented by other entities – a government court, bailiff, bank, etc., and the lifting of the interim measures by the new arbitral tribunal and their possible re-application at an early date would unreasonably delay the process.

Other interim awards of the tribunal, such as on the examination of the case on the basis of written evidence alone, as well as the decision to cancel it (para. 2 art. 28 of the Rules of the IAC at the BelCCI); the interim award to postpone the examination of the case or to postpone the proceedings (art. 35 of the Rules of the IAC at the BelCCI) should not be canceled, as these are the actions of the court aimed at the organization of arbitration proceedings and not the direct examination of evidence.

We believe that due to the above-mentioned it is possible to draw conclusions and offer a fairly simple algorithm for determining the procedural steps to be taken first. By reference to the purpose of *de novo* proceedings, the main criterion of the necessity of repeated procedural actions is the observance of the principle of direct taking of evidence by the arbitrator. Thus, the first question to be asked after the replacement of

an arbitrator is whether this question is relevant to the evaluation of evidence. If the question does not apply, this procedural step/action does not need to be repeated with the new arbitrator. If the question relates to the evaluation of evidence, the first question to be asked is whether the evidence in question is admissible. If the evidence is admissible, the new arbitrator first needs to answer the question: is the written case file and judicial record (audio recordings) of the hearing sufficient to evaluate the evidence? If the tribunal is composed of three arbitrators, the new arbitrator informs his or her colleagues of his or her opinion on the matter and the tribunal makes a majority decision on the need to *de novo* examine the evidence.

In conclusion, it should be noted that, in our opinion, the most progressive option of *de novo* consideration of the case is the option when the issue is decided by the tribunal after the consultation with the parties. This approach represents a balance between the first mandatory review under the Rules of the IAC at the BelCCI and *de novo* consideration – which is insisted on by the party abusing its procedural rights – to delay the process. The use of the above algorithm for determining the procedural steps to be taken first (the limits of *de novo* proceedings) will, in turn, allow for an effective resolution of the dispute, taking into account the parity of the principles of procedural economy and immediacy in arbitration proceedings.

Библиографические ссылки

1. Born GB. *International arbitration: law and practice.* Alphen aan den Rijn: Kluwer Law International; 2012. 480 p.
2. Rubino-Sammartano M. *International arbitration law and practice (commercial, investment, online, state-individual, interstate, commodities, U.S.-Iran, UNCITRAL and sports arbitration)*. Huntington: JurisNet; 2014. 2025 p.
3. Berger B, Kellerhals F. *International and domestic arbitration in Switzerland.* Berne: Stämpfli; 2015. 829 p.
4. Rau AS. Arbitral jurisdiction and the dimensions of "consent" [Internet; cited 2019 February 20]. Available from: http://ssrn.com/abstract=1081616.
5. Arbitration agreement allowing for de novo review of an award deemed unenforceable of 6 June 2018 [Internet; cited 2019 February 2]. Available from: https://www.americanbar.org/groups/litigation/committees/alternative-dispute-resolution/articles/2018/spring2018-arbitration-agreement-allowing-for-de-novo-review-unenforceable-award/.
6. Caron DD, Caplan LM. *The UNCITRAL arbitration rules: a commentary (with an integrated and comparative discussion of the 2010 and 1976 UNCITRAL arbitration rules)*. Oxford: Oxford University Press; 2013. 1048 p.
7. Хельманн У, Балашенко СА, редакторы. *Международный коммерческий арбитраж*. Минск: Издательский центр БГУ; 2017. 395 с.
8. Каменков ВС, Бельская ИА, Корочкин АЮ, Северин ДН. Постатейный комментарий к Закону Республики Беларусь «О третейских судах» (по состоянию на 09.04.2014) [Электронный ресурс]. *КонсультантПлюс: Беларусь*. ООО «ЮрСпектр». Минск; 2019.
9. Авдеев АД, Александров ДП, Белова ТА, Бельская ИА. Научно-практический комментарий к Хозяйственному процессуальному кодексу Республики Беларусь (по состоянию на 01.08.2005) [Электронный ресурс]. *КонсультантПлюс: Беларусь*. ООО «ЮрСпектр». Минск; 2019.

References

1. Born GB. *International arbitration: law and practice*. Alphen aan den Rijn: Kluwer Law International; 2012. 480 p.
2. Rubino-Sammartano M. *International arbitration law and practice (commercial, investment, online, state-individual, interstate, commodities, U.S.-Iran, UNCITRAL and sports arbitration)*. Huntington: JurisNet; 2014. 2025 p.
3. Berger B, Kellerhals F. *International and domestic arbitration in Switzerland*. Berne: Stämpfli; 2015. 829 p.
4. Rau AS. Arbitral jurisdiction and the dimensions of "consent" [Internet; cited 2019 February 20]. Available from: http://ssrn.com/abstract=1081616.
5. Arbitration agreement allowing for de novo review of an award deemed unenforceable of 6 June 2018 [Internet; cited 2019 February 2]. Available from: https://www.americanbar.org/groups/litigation/committees/alternative-dispute-resolution/articles/2018/spring2018-arbitration-agreement-allowing-for-de-novo-review-unenforceable-award/.
6. Caron DD, Caplan LM. *The UNCITRAL arbitration rules: a commentary (with an integrated and comparative discussion of the 2010 and 1976 UNCITRAL arbitration rules)*. Oxford: Oxford University Press; 2013. 1048 p.
7. Hellmann U, Balashenko SA, editors. *Mezhdunarodnyi kommercheskii arbitrazh* [International commercial arbitration]. Minsk: Izdatel'skii tsentr BGU; 2017. 395 p. Russian.
8. Kamenkov VS, Bel'skaya IA, Korochkin AYu, Severin DM. *Postateinyi kommentarii k Zakonu Respubliki Belarus' «O treteiskikh sudakh» (po sostoyaniyu na 09.04.2014)* [Article commentary on the Law of the Republic of Belarus "On Arbitration Courts" (as on 9 April 2014)] [Electronic resource]. *Consultant Plus Belarus*. LLC "YurSpektr". Minsk; 2019. Russian.
9. Avdeev AD, Aleksandrov DP, Belova TA, Bel'skaya IA. *Nauchno-prakticheskii kommentarii k Khozyaistvennomu protsessual'nomu kodeksu Respubliki Belarus' (po sostoyaniyu na 01.08.2005)* [Scientific and practical commentary on the Economic Procedural Code of the Republic of Belarus (as on 1 August 2005)] [Electronic resource]. *ConsultantPlus: Belarus*. LLC "YurSpektr". Minsk; 2019. Russian.

Received by editorial board 12.11.2019.