BAKU
ARBITRATION
CENTRE

BAC INSIGHTS

Summer 2026, Issue 1

INSIGHTS

1 A Precedent-Setting Ruling by the Turkish Courts on the Recognition and Enforcement of the SOCAR London Arbitral Award 3-5
Av. Elif Sevüktekin

2 Sanctions as a Procedural Barrier in International Arbitration: Practical Challenges for CIS Parties 6-10
Anastasiya Cheredova

3 Arbitraj Qərarlarında Ziddiyyət; Hüquqi Müəyyənlik və Vahid Təcrübənin Zəruriliyi 11-15
Inconsistency in Arbitral Awards: the Need for Legal Certainty and Uniform Practice
Sevinc Ş. Şıxəliyeva / Sevinc Sh. Shikhaliyeva

4 Artificial Intelligence in Arbitration: Judicial Scrutiny and Emerging Guidelines 16-17
Kifayat Valiyeva

5 When National Courts Protect Arbitration: Practical Lessons from Poland 18-21
Maciej Durbas, Marta Lewko-Walczak, Stanisław Lalik

BAKU ARBITRATION CENTER
"BAC Insights" is a practice-oriented digital platform focusing on practical commentaries, recent global and local trends, case law analysis, and expert industry views in international commercial arbitration.

Summer 2026, Issue 1

AV. ELIF SEVÜKTEKIN

A Precedent-Setting Ruling by the Turkish Courts on the Recognition and Enforcement of the SOCAR London Arbitral Award

Av. Elif Sevüktekin LLM, Partner,
Sevüktekin Law
elif@sevuktekinlaw.com

Abstract

This study examines the Turkish proceedings for recognition and enforcement of the London arbitral award dated 26 January 2021, rendered under the LMAA Rules in favour of SOCAR, SOCAR Overseas LLC and SOCAR Trading S.A. against Palmali International Holding Co. Ltd. and Mubariz Mansimov, ordering payment of USD 44,741,992 plus interest and costs. The dispute stemmed from Transportation Services Agreements and the Termination and Settlement Deed of 16 December 2016. Acting for SOCAR, the Sevüktekin Law Firm secured recognition and enforcement before the Istanbul 10th Commercial Court of First Instance, upheld on 2 July 2026 by the 13th Civil Chamber of the Istanbul Regional Court of Appeal, which dismissed all defendants' appeals on the merits. The defendants have now appealed to the Court of Cassation. The rulings confirm the Turkish courts' arbitration-friendly stance:

> preserving the prohibition of substantive review (révision au fond) and narrowly construing public policy, while rejecting objections based on the right to be heard, validity of the arbitration agreement, suretyship formalities, and service of the award.

Background and the London Arbitration

Palmali carried SOCAR group crude oil and petroleum products under 2007/2008 Transportation Services Agreements. Financial difficulties from 2008 led SOCAR to extend financing to Palmali, and the relationship was ultimately terminated via a Termination and Settlement Deed dated 16 December 2016, to which Mubariz Mansimov became party personally. The Deed set a staged debt-reduction mechanism (Clause 3), capped claims at USD 207 million subject to conditions (Clause 4), and chose English law (Clause 7) and LMAA arbitration (Clause 8). Following Palmali's non-compliance, SOCAR commenced arbitration on 18 May 2018 before a tribunal of Stephen Hofmeyr QC, Mark Hamsher and David Owen QC. The merits hearing was held by videoconference in October 2020; respondents' counsel withdrew on 6 November 2020, after the merits phase had concluded.

THE TRIBUNAL RENDERED A UNANIMOUS AWARD ON 26 JANUARY 2021 (CORRECTED 4 MARCH 2021) FOR USD 44,741,992 PLUS INTEREST AND COSTS.

No challenge was brought under the English Arbitration Act.

The Turkish Enforcement Action and Precautionary Attachment

After a payment demand on 24 March 2021 went unanswered, SOCAR filed the recognition and enforcement action in Türkiye on 30 April 2021, together with an application for precautionary attachment (ihtiyatihaciz).

THE COURT GRANTED ATTACHMENT OVER TRY 465,622,829.56 ON 17 MAY 2021 – JUST SEVENTEEN DAYS AFTER FILING –

against 15% security, and all subsequent challenges by the defendants against the attachment failed. Separately, because SOCAR Overseas LLC was UAE-domiciled and no treaty exemption or reciprocity existed, the court required security for costs under Article 48 MÖHUK; the firm deposited the TRY 46,562,283 security in full within the deadline, removing that procedural risk.

Defendants' Objections

Mansimov argued he was a material witness prevented from testifying by detention, could not afford counsel at the final stage, was wrongly held liable as guarantor absent a suretyship meeting Turkish Code of Obligations formalities, and objected to the arbitrators' fees and to costs of arbitrations to which he was not a party.

Palmali argued the Termination and Settlement Deed was signed under duress, so no valid arbitration agreement existed.
On appeal, defendants also raised subject-matter jurisdiction (Specialised Maritime Court), improper court fee basis, invalid service (including via the OPUS2 platform), lack of authority of persons notified after counsel's withdrawal, and failure to stay for related arbitrations.

Expert Proceedings and the Right to Be Heard

A court-appointed expert panel split: the majority (5 December 2022 report) suggested the tribunal may not have transmitted all documents post-withdrawal, potentially curtailing the right to be heard under Article 62/1(ç)-(d) MÖHUK and Article V(1)(b) New York Convention; the dissent stressed the written arbitration clause, the tribunal's prior rejection of duress, absence of partiality evidence, and the prohibition on merits review.

The defendants also filed a private legal opinion under CPC Article 293 opposing enforcement. SOCAR's independent expert opinion confirmed the award complied with the chosen English law and was not contrary to Turkish public policy. The first-instance court declined to follow the expert majority, instead granting enforcement in line with the dissenting opinion and SOCAR's submissions.

First-Instance and Appellate Rulings

The Istanbul 10th Commercial Court of First Instance ordered enforcement, holding that merits review is impermissible, that defendants' continuous representation and unused final opportunity to respond undermined the fair-hearing objection (assessed against Civil Code Article 2 good faith), and that differing Turkish formal requirements for suretyship did not bar enforcement given the chosen foreign law.
On 2 July 2026, the 13th Civil Chamber of the Istanbul Regional Court of Appeal unanimously dismissed all appeals under CPC Article 353/1-b-1, finding the dispute arose from the Settlement Deed (not maritime commerce, so a fixed fee applied), that other arbitrations could not be a preliminary issue, that defendants bore the burden under New York Convention Article V(1)(e) to prove annulment or suspension of the award, and that representation, adjournments and document transmission during arbitration were adequate –including that Mansimov was a party, not merely a witness, and that undated correction procedures without a hearing were procedurally irregular but immaterial to the outcome. The Court of Cassation appeal is now pending.

Legal Significance

The decisions confirm three key principles:

THE ENFORCEMENT JUDGE MAY NOT RE-EXAMINE THE MERITS OF A FOREIGN AWARD;

right-to-be-heard objections require genuine deprivation of participation, not mere formal allegations; and the public-policy exception must not be expanded into indirect merits or choice-of-law review –Turkish formal rules such as suretyship or spousal consent requirements do not automatically bar enforcement of awards governed by foreign law.

The early and successful use of precautionary attachment (granted within seventeen days of filing) secured the practical recoverability of the claim throughout more than five years of litigation. Together, the rulings strengthen the predictability of enforcement in Türkiye and reinforce confidence in Turkish courts' adherence to the New York Convention and arbitration-friendly practice.

ANASTASIYA CHEREDOVA

Sanctions as a Procedural Barrier in International Arbitration: Practical Challenges for CIS Parties

Anastasiya Cheredova, Independent Arbitrator & Russian Law Expert, MCIArb
anastasiya@cheredova.com

Introduction

Sanctions have long been treated as a compliance issue. That framing is no longer adequate. In international arbitration, sanctions today mostly operate as a procedural barrier: they disrupt the mechanics of dispute resolution before a tribunal has considered the merits. For parties from CIS jurisdictions – Russia in particular – the obstacles are structural and cumulative, arising at every stage from commencement to enforcement.

The conventional picture of a Russian or CIS party filing at the ICC, LCIA, or SCC has changed fundamentally since 2022. Referrals to those institutions have become significantly more difficult or, in many cases, impossible for parties subject to EU, US, and UK sanctions regimes – and even for parties that are not themselves designated: a supply contract disrupted by sectoral sanctions, a payment chain severed by correspondent banking restrictions, or a stalled licence application presents the same procedural obstacles, even where neither party appears on any sanctions list. What has emerged is a reorientation: HKIAC has seen a notable increase in CIS-connected disputes, TIAC (Tashkent International Arbitration Centre) is developing rapidly as a regional forum, and the newly inaugurated Baku Arbitration Centre (BAC) is positioning itself as another credible neutral venue. Understanding these obstacles – and how the choice of forum can mitigate or compound them – is now an essential practitioner skill.

Where Sanctions Strike: Two Procedural Pressure Points

A. Advance on Costs and Payment Infrastructure

The first pressure point is financial. Institutions require a registration fee and an advance on costs before arbitration can proceed. For a sanctioned Russian party – or a non-sanctioned company relying on a sanctioned correspondent bank – transferring funds to a European institution may be technically or legally impossible. SWIFT disconnections, correspondent banking restrictions, and secondary sanctions exposure have caused European and US banks to decline transactions even where no primary prohibition expressly applies.

The consequences are layered. The registration fee is the first barrier: some institutions waive it in sanctions-affected cases, but others require payment before a file is opened, so a case may not commence at all. Where payment is accepted in principle, institutions have required the paying party to obtain a specific licence from national authorities – a process taking weeks or months, while limitation periods continue to run. Even with a licence, correspondent banks routinely hold funds for extended compliance review. The same obstacles apply to the advance on costs: cases have been suspended or terminated for non-payment where the sanctioned party was structurally unable to remedy the default through any banking channel or via paying agents.

B. Access to Counsel and Procedural Equality

The second pressure point concerns representation. Several major international firms prohibit representation of entities on OFAC, OFSI, or EU consolidated lists; others have exited the Russian market entirely, narrowing available counsel for Russian parties regardless of their individual status. The result is a practical erosion of equality of arms:

> one party has unrestricted access to the international legal market; the other operates within a narrowed pool of counsel willing to accept the engagement. Tribunals addressing counsel-access objections have produced inconsistent treatment, and no settled doctrine has emerged – yet a party that cannot retain experienced counsel faces a disadvantage no procedural adjustment can cure.

The Lugovoy Law: A Procedural Barrier Operating in Both Directions

A less-examined barrier operates not from Western sanctions, but from Russian domestic law. Articles 248.1 and 248.2 of the Russian Arbitrazh Procedure Code – the Lugovoy Law – grant Russian commercial courts power to assert exclusive jurisdiction over disputes involving sanctioned parties or any dispute in which sanctions affect performance, payment or access to justice, and to enjoin arbitral proceedings abroad. Introduced in 2020 to protect Russian entities genuinely denied access to justice, the law has evolved into a broad instrument cutting both ways:

> it disrupts arbitrations for non-Russian parties pursuing valid claims, and creates strategic leverage for Russian counterparties irrespective of their actual access to a neutral forum.

The law's scope has expanded through judicial interpretation. In 2024, Russian courts invoked Article 248 over 200 times to assume exclusive jurisdiction or issue anti-arbitration injunctions (Freshfields, 2025).
The Russian Supreme Court's ruling of 28 November 2024 went further, holding that Russian courts may assert exclusive jurisdiction even in disputes between two Russian companies, neither under personal sanctions, where the seat of arbitration is in an "unfriendly" jurisdiction – and that arbitrators holding the nationality of an "unfriendly" state are presumptively biased, without any standard for rebuttal.

The consequences are severe. An injunction under Article 248.2 can carry penalties equal to the full amount of the claim, imposed on the non-Russian party for proceeding with arbitration in defiance of the Russian order – a genuine dilemma for any party with assets or relationships in Russia or in CIS states that enforce Russian judgments under the 1993 Minsk or 2002 Chişinău Conventions. Western responses – anti-suit injunctions from English, German, and Hong Kong courts, and EU and Swiss legislation

of 2024–2025 barring recognition of Lugovoy-based injunctions – have in some cases produced a standoff of parallel proceedings in incompatible jurisdictions.

The lesson: the procedural barrier does not operate only through Western restrictions on Russian parties, but equally through the Russian legal system's response – which imposes costs and risk on non-Russian parties as well.

THE LUGOVOY LAW IS NOW A STANDARD ELEMENT OF DISPUTE RESOLUTION PLANNING, NOT A CONTINGENCY.

Sanctions as a Substantive Defence

Beyond procedure, sanctions increasingly appear on the merits, in three recurring patterns. First, force majeure or hardship: the analysis depends heavily on the governing law – Russian civil law (Articles 401 and 451 of the Civil Code), the FIDIC regime, and the UNIDROIT Principles reach different outcomes on the same facts.
Second, illegality: performance has allegedly become unlawful at the place of performance, making an award compelling it contrary to public policy.
Third, at the enforcement stage: recognition in a sanctions-implementing jurisdiction may be resisted on public policy grounds, and frozen assets cannot be enforced against without a specific licence – a requirement French and other civil law courts have confirmed even where a valid award exists. Tribunals have developed no consistent approach to any of these arguments, and the absence of published, reasoned awards leaves practitioners with limited precedent. That uncertainty is itself a material risk factor.

The Role of Neutral Forums: HKIAC, TIAC, and the BAC

The barriers described above are largely venue-dependent. Institutions seated in jurisdictions that have not implemented the EU, US, or UK sanctions regimes face neither the payment constraints nor the secondary sanctions exposure – which has driven a documented shift in filings toward neutral venues. HKIAC has emerged as the primary international venue for CIS-connected disputes; TIAC, operational since 2018, offers a Central Asian neutral ground close to the CIS market; and the BAC, inaugurated in October 2025, enters with a proposition grounded in economic reality as much as institutional design.

The commercial case for Baku is not theoretical. Russia is Azerbaijan's third-largest trading partner, with bilateral trade reaching $4.92 billion in 2025 – nearly double the 2020 figure (Azerbaijan State Customs Committee, 2026). More than 1,400 companies with Russian capital operate in Azerbaijan across construction, industry, transport, and pharmaceuticals, with accumulated Russian investment exceeding $10.7 billion. The two states are jointly developing the western branch of the International North–South Transport Corridor (INSTC) connecting Russia to Iran through Azerbaijan:

> an intergovernmental agreement on transit was signed in December 2024, with a target of 15 million tons of freight annually (TASS, 2026). Construction contracts, supply agreements, and joint ventures on this scale inevitably generate disputes – and require a forum both sides can actually access, operationally, financially, and legally.

Azerbaijan has not joined the EU or US sanctions regimes, so payment infrastructure and physical access in Baku remain available to CIS parties. The BAC Rules, in force since 18 October 2025, reflect modern best practices, including emergency and expedited arbitration. One honest qualification: venue neutrality solves the procedural problem, not the enforcement problem. An award rendered in Baku must still be recognised wherever the losing party has assets – and if those assets are in the EU, UK, or US, the enforcement court's public policy analysis, including its treatment of sanctions and frozen assets, remains in play.

Practical Recommendations

First, contract drafting matters more than ever: force majeure clauses should expressly address sanctions as a triggering event, specify the applicable standard (impossibility vs. hardship), and set out notice and mitigation obligations with precision. Pre-2022 boilerplate is unlikely to provide the

coverage parties assume.

Second, evaluate seat selection on procedural accessibility alongside enforcement reputation: can both parties pay institutional advances through available channels, and is a licence required? A prestigious seat in a sanctions-implementing jurisdiction may be effectively unusable for one party, converting a neutral clause into a structural advantage for the other.

Third, map the Lugovoy Law risk before any dispute arises: the likelihood of an Article 248 application, which jurisdictions can issue effective anti-suit relief, and whether assets or relationships in Russia or the CIS create real exposure to injunction penalties. A neutral seat reduces but does not eliminate this risk.

Fourth, map enforcement strategy before the arbitration begins: if enforcement assets sit in a sanctions-implementing jurisdiction, structure the claims, applicable law, and award with public policy and asset-freezing constraints in mind from the outset.

Conclusion

The sanctions regimes implemented since 2022 have created structural procedural obstacles qualitatively different from the compliance challenges they were long treated as. Payment infrastructure failures, counsel access gaps, and the bilateral disruption produced by the Lugovoy Law are recurring features of any dispute with a significant Russian or CIS dimension. The market response has been pragmatic: HKIAC, TIAC, and the emerging BAC are absorbing cases that once defaulted to ICC, SCC, or LCIA – and this is not a transient adjustment.

NEUTRALITY OF FORUM, PROCEDURAL ACCESSIBILITY, AND ENFORCEMENT GEOGRAPHY ARE NOW FIRST-ORDER CONSIDERATIONS IN DISPUTE RESOLUTION PLANNING.

Institutions that understand this are well positioned to define the next chapter of the regional arbitration landscape.

References

01. Akin Gump. (2026). Sanctions: The Fracture in International Arbitration. https://www.akingump.com/en/insights/articles/sanctions-the-fracture-in-international-arbitration
02. Azerbaijan State Customs Committee. (2026). Trade statistics 2025. https://customs.gov.az
03. Baku Arbitration Centre. (2025). BAC Arbitration Rules. https://bakuarbitrationcentre.org
04. Freshfields Bruckhaus Deringer. (2025). Russian disputes and anti-suit injunctions: arbitration and state courts. https://www.freshfields.com/en/our-thinking/campaigns/international-arbitration-in-2025/russian-disputes-and-anti-suit-injunctions-arbitration-and-state-courts-allies-adversaries-or-both
05. Kluwer Arbitration Blog. (2025). Russian Courts Claim Exclusive Jurisdiction Over Disputes Between Russian-Domiciled Companies. https://legalblogs.wolterskluwer.com
06. Kluwer Arbitration Blog. (2025). The New Baku Arbitration Centre: Forward-Thinking Significance. https://legalblogs.wolterskluwer.com
07. TASS. (2026). Azerbaijani-RussianAzerbaijani-Russian trade turnover up 2.5% in 2025. https://tass.com/economy/2074777

SEVİNC Ş. ŞIXƏLİYEVA
SEVINC SH. SHIKHALIYEVA

Arbitraj Qərarlarında Ziddiyyət; Hüquqi Müəyyənlik və Vahid Təcrübənin Zəruriliyi

Inconsistency in Arbitral Awards: The Need for Legal Certainty and Uniform Practice

Xülasə

Xarici investorlar ilə ev sahibi olan dövlətlər arasında yaranan mübahisələrin həlli mexanizmi (Investor-State Dispute Settlement – ISDS) beynəlxalq investisiya hüququnun təməl sütununu təşkil edir. Lakin son illərdə bu sistem üçün hüquqi müəyyənlik və legitimlik böhranı müzakirə mövzusudur. Belə ki, mövcud ad-hoc arbitraj strukturunda presedent hüququnun (stare decisis) olmaması oxşar faktiki hallara və eyni beynəlxalq müqavilə maddələrinə istinadən fərqli arbitraj tribunalları tərəfindən diametral şəkildə ziddiyyətli qərarların verilməsinə gətirib çıxarmışdır. Bu məqalə ISDS sistemindəki ziddiyyətli arbitraj qərarlarının hüquqi və iqtisadi nəticələrini təhlil edir, o cümlədən son illərdə arbitraj qərarlarının uyğunsuzluğu fonunda təklif olunan vahid apellyasiya mexanizminin bu böhranın həllindəki roluna dair hüquqi qiymətləndirmə aparır.

Açar sözlər: ad-hoc arbitraj, ISDS, hüquqi müəyyənlik, presedent hüququ, apellyasiya mexanizmi.

Abstract

The Investor-State Dispute Settlement (ISDS) mechanism constitutes the cornerstone of international investment law. However, in recent years, a crisis of legal certainty and legitimacy surrounding this system has become a subject of ongoing debate. Specifically, the absence of the doctrine of precedent (stare decisis) in the current ad-hoc arbitration framework has led different arbitral tribunals to render diametrically opposed decisions based on similar factual circumstances and the same international treaty provisions. This article analyzes the legal and economic consequences of contradictory arbitral awards in the ISDS system and provides a legal assessment of the role of the proposed multilateral appellate mechanism in resolving this crisis amidst the inconsistency of arbitral decisions in recent years.

Keywords: ad-hoc arbitration, ISDS, legal certainty, stare decisis, appeal mechanism.

Sevinc Ş. Şıxəliyeva, Azərbaycan Respublikasının İxracın və İnvestisiyaların Təşviqi Agentliyi – AZPROMO, Hüquq departamenti, böyük mütəxəssis; Azərbaycan Respublikası Vəkillər Kollegiyasının üzvü
sevinc.sshikhaliyeva@gmail.com

Sevinc Sh. Shikhaliyeva , Azerbaijan Export and Investment Promotion Agency – AZPROMO, Legal Department, senior specialist; Member of the Bar Association of the Republic of Azerbaijan
sevinc.sshikhaliyeva@gmail.com

Giriş

Qlobal iqtisadiyyatın inteqrasiyası dövründə xarici birbaşa investisiyaların (Foreign Direct Investment) həcmi günü-gündən artmaqdadır. İnvestisiya qoyuluşu zamanı yaranan münasibətləri tənzimləmək, eləcə də xarici investorların ev sahibi olan dövlətlərin siyasi və ya hüquqi risklərindən qorunması məqsədilə iki tərəfli investisiya müqavilələri (Bilateral Investment Treaties) və çox tərəfli investisiya sazişləri şəbəkəsi formalaşmışdır. Bu müqavilələrin ən mühüm tərkib hissəsi isə investor-dövlət mübahisələrinin həlli – ISDS mexanizmidir. ISDS xarici investora ev sahibi dövlətin milli məhkəmələrinə müraciət etmədən, neytral beynəlxalq arbitraj tribunalı qarşısında iddia qaldırmaq hüququ verir. Lakin milli hüquq sistemlərindən və ya daimi beynəlxalq məhkəmələrdən fərqli olaraq ISDS ad-hoc (müvəqqəti) əsaslarla fəaliyyət göstərir. Bu sistemdə iyerarxik məhkəmə quruluşunun və mərkəzləşdirilmiş apellyasiya instansiyasının təsbit olunmaması hüquqi müəyyənlik (legal certainty) prinsipinin realizə olunmasını sual altında saxlayır.

İNVESTİSİYA ARBİTRAJINDA EYNİ HÜQUQİ NORMA VƏ ANALOJİ FAKTLAR ÜZRƏ ZİDDİYYƏTLİ QƏRARLARIN (INCONSISTENT AWARDS) ORTAYA ÇIXMASI SİSTEMİN LEGİTİMLİYİNİ KÖLGƏDƏ QOYUR.

Bu hallar bir tərəfdən xarici investorların beynəlxalq hüquqi müdafiə mexanizmlərinə etibarını zəiflədir, digər tərəfdən isə dövlətlərin ictimai maraqları qorumaq naminə suveren tənzimləmə səlahiyyətlərini həyata keçirməsini çətinləşdirir. Bu məqalənin əsas məqsədi ISDS sistemində yarana ziddiyyətli qərarların kökündə duran hüquqi səbəbləri aşkar etmək, mövzu ilə əlaqəli presedentləri təhlil etmək və beynəlxalq investisiya hüququnda vahid apellyasiya mexanizminin yaradılması zərurətini aydınlaşdırmaqdır.

Hüquqi müəyyənlik zərurəti

ISDS sistemində normativ ziddiyyətlərin yaranması təsadüfi deyildir, bu, sistemin struktur təşkilindən irəli gəlir. Belə ziddiyyətlərin yaranmasına təsir edən əsas amillər kimi

aşağıdakıları göstərmək olar:

a. Stare decisis (əvvəlki məhkəmə qərarlarının məcburi presedent olması) prinsipinin yoxluğu. Mülki və ya ümumi hüquq sistemlərindən fərqli olaraq, beynəlxalq investisiya arbitrajında stare decisis prinsipi mövcud deyildir. ICSID (International Centre for Settlement of Investment Disputes) Konvensiyasının 53-cü maddəsinə əsasən çıxarılan qərar yalnız mübahisə tərəfləri üçün və həmin iş üzrə məcburidir [2, s. 21]. Bu normativ çərçivə A tribunalına B tribunalının qəbul etdiyi hüquqi şərhlərə əməl etmək öhdəliyi qoymur.

NƏTİCƏ ETİBARİLƏ, EYNİ HÜQUQİ NORMA İKİ MÜXTƏLİF TRİBUNAL TƏRƏFİNDƏN DİAMETRAL ŞƏKİLDƏ FƏRQLİ ŞƏRH EDİLƏ BİLİR.

b. BIT-lərdəki qeyri-müəyyən anlayışlar. Dünyada 3000-dən çox iki tərəfli investisiya müqaviləsi mövcuddur. Bu müqavilələrin əksəriyyətində təməl hüquqi anlayışların dəqiq çərçivəsi təsbit olunmamışdır. Bu kateqoriyadan olan anlayışların hüquqi qeyri-müəyyənliyi ad-hoc təyin olunmuş arbitrlərə geniş təfsir azadlığı verir ki, bu da interpretasiya xaosuna, eləcə də yekunda ziddiyyətli arbitraj qərarlarına yol açır.

ISDS tarixində faktiki halların paralelliyi və ziddiyyətli qərarlar anomaliyasına nümunə olaraq **Lauder v. Czech Republic və CME v. Czech Republic** keyslərini göstərmək olar [1].

ISDS sistemində institusional və struktur problemlərini, xüsusən də paralel icraatlar (parallel proceedings) və res judicata (qəti hökm) prinsipinin tətbiq olunmamasının yaratdığı anomaliyanı ən qabarıq şəkildə nümayiş etdirən klassik presedent Lauder/CME mübahisəsidir. Belə ki, ABŞ vətəndaşı olan investor Ronald Lauder Çexiyanın televiziya yayımı sektoruna investisiya yatırmış, lakin Çexiya Media Şurasının inzibati aktları və müdaxilələri nəticəsində investisiyasının dəyərini itirdiyini iddia etmişdir. İnvestor eyni faktiki hallara və eyni zərərə əsaslanaraq iki fərqli arbitraj icraatı başlatmışdır.
London Tribunalı və Stokholm Tribunalı eyni dövlət tərəfindən törədilmiş eyni hərəkətlərə və eyni zərərə baxılmasına baxmayaraq, iki fərqli arbitraj tribunalı diametral olaraq zidd qərarlar qəbul etmişdir.

Belə ki, London Tribunalı Çexiya dövlətinin hərəkətlərində beynəlxalq hüquq pozuntusunun olmadığını, dövlətin tənzimləmə səlahiyyəti (right to regulate) çərçivəsində fəaliyyət göstərdiyini müəyyən etmiş və iddianı tam rədd etmişdir. Stokholm Tribunalı isə eyni faktlar üzrə Çexiya dövlətinin ədalətli və bərabər rejim (Fair and Equitable Treatment) öhdəliyini və birbaşa/dolayı ekspropriasiya qadağasını pozduğu qənaətinə gəlmiş, həmin dövlətin kompensasiya ödəməli olduğunu müəyyən etmişdir.
Bu keys ISDS sistemində vahid apellyasiya mexanizminin olmaması eyni akt üzrə dövlətin həm "hüquqa uyğun", həm də "qanunsuz" fəaliyyət göstərmiş sayılması kimi hüquqi qeyri-müəyyənliyə yol açmışdır.

Maddi hüquq normalarının ziddiyyətli şərhi anomaliyasına isə SGS v. Pakistan [5] və SGS v. Philippines [6] keyslərini nümunə göstərmək olar. Əgər Lauder/CME mübahisəsi faktiki halların və paralel icraatların ziddiyyətini göstərirdisə, SGS keysləri investisiya müqavilələrinin standart maddi hüquq normalarının – xüsusən "çətir maddəsi"nin (umbrella clause) fərqli arbitraj tribunalları tərəfindən bir-birinə zidd şərh olunmasının yaratdığı hüquqi qeyri-müəyyənliyi ortaya qoyur. Burada İsveçrənin SGS şirkəti gömrük yoxlamaları və qiymətləndirmə xidmətləri göstərmək üçün həm Pakistan, həm də Filippin dövlətləri ilə kommersiya müqavilələri bağlamışdır. Müqavilə öhdəliklərinin dövlətlər tərəfindən pozulmasından sonra SGS, müvafiq ikitərəfli investisiya müqavilələrindəki (BIT) çətir maddəsinə əsaslanaraq Beynəlxalq İnvestisiya Mübahisələrinin Həlli Mərkəzində (ICSID) iddia qaldırmışdır. Hər iki BIT-də çətir maddəsinin mətni faktiki olaraq eyni məzmunlu (dövlətin investorla bağladığı istənilən öhdəliyə əməl etməsini təmin edən) hüquqi konstruksiyaya malik idi. Lakin tribunallar fərqli nəticəyə gəlmişlər.

SGS v. Pakistan keysində tribunal qərara almışdır ki, kommersiya müqaviləsindən doğan adi borc və ya öhdəlik pozuntusu avtomatik olaraq beynəlxalq hüquq pozuntusuna və ya BIT-in pozulmasına çevrilə bilməz. Beləliklə, müqavilə öhdəlikləri arbitrajın yurisdiksiyasından kənarlaşdırılmışdır. SGS v. Philippines keysində isə bənzər faktlar üzrə başqa bir ICSID tribunalı tamamilə ekstensiv mövqe tutmuşdur.

Belə ki, Tribunal müəyyən etmişdir ki, çətir maddəsinin məqsədi məhz kommersiya müqaviləsindən doğan öhdəlikləri beynəlxalq hüquqi müstəviyə qaldırmaqdır və arbitraj dövlətin müqavilə pozuntularına baxmağa tam səlahiyyətlidir.

Qeyd olunan ziddiyyətlər ISDS sistemində legitimlik böhranı ilə bağlı çoxsaylı tənqidlərə yol açmışdır. Bu böhrandan çıxış yolu kimi beynəlxalq müstəvidə ciddi islahat mexanizmləri təklif olunur.
Başlıca olaraq, Birləşmiş Millətlər Təşkilatının Beynəlxalq Ticarət Hüququ üzrə Komissiyasının (UNCITRAL) III İşçi Qrupunun islahatlarını qeyd etmək olar. UNCITRAL III İşçi Qrupu hazırda ISDS sisteminin struktur islahatları üzərində işləyir. Əsas diqqət mərkəzində duran məsələ Daimi İnvestisiya Məhkəməsi (Multilateral Investment Court – MIC) və ya Vahid Apellyasiya Mexanizminin (Appellate Body) yaradılmasıdır [4, səh.12] .

Belə olan halda, təklif edilən apellyasiya mexanizminin üstünlükləri və riskləri gündəmə gəlir. Daimi apellyasiya mexanizminin tətbiqi ISDS-ə aşağıdakı töhfələri verə bilər:

1. Hüquqi yurisprudensiyanın formallaşması (jurisprudence constante): Yuxarı instansiya məhkəməsi aşağı tribunalların şərhlərini unifikasiya edərək vahid hüquqi baza formalaşdıra bilər.
2. Proqnozlaşdırıla bilənlik (predictability): İnvestorlar və dövlətlər müqavilə bağlayarkən və ya danışıqlar zamanı hüquqi nəticələri öncədən qiymətləndirə bilər

Apellyasiya mexanizminin əlavə edilməsi arbitraj prosesinin təbiətini dəyişdirməsə də, apellyasiya sisteminin tətbiqi mübahisələrin həlli müddətini uzada və prosesin maliyyə xərclərini artıra bilər ki, bu da kiçik investorlar üçün əlavə maneəyə çevrilə bilər [3].

Nəticə

Beynəlxalq investisiya arbitrajı qlobal kapital axınının təhlükəsizliyi üçün əvəzedilməz bir institutdur. Lakin presedent institutunun yoxluğu və ad-hoc tribunalların məhdudiyyətsiz təfsir azadlığı ISDS sistemini daxildən sarsıdan ziddiyyətli qərarlar böhranına gətirib çıxarmışdır.

Lauder/CME keysləri göstərir ki, eyni hüquqi fakta fərqli yanaşma yalnız dövlətlərin suverenliyinə deyil, həm də beynəlxalq hüququn üstünlüyü prinsipinə ciddi kölgə salır.

Digər tərəfdən, SGS mübahisələri göstərdi ki, ISDS sistemində stare decisis (məcburi presedent) prinsipinin olmaması eyni mətnli müqavilə bəndlərinin tamamilə zidd şəkildə tətbiqinə şərait yaradır.
Bu anomaliya investorlar və ev sahibi olan dövlətlər üçün hüquqi müəyyənlik (legal certainty) və proqnozlaşdırıla bilənlik (predictability) prinsiplərini sarsıdır.

Sistemin gələcək davamlılığı UNCITRAL və ICSID çərçivəsində aparılan islahatlardan, eləcə də vahid apellyasiya mexanizminin yaradılmasından müsbət təsirlənə bilər.

VAHİD APELLYASİYA MEXANİZMİ DÖVLƏT-İNVESTOR BALANSINI BƏRPA EDƏRƏK ISDS SİSTEMİNDƏ MÖVCUD VƏ YARANACAQ ZİDDİYYƏTLƏRİN ARADAN QALDIRILMASI ÜÇÜN REAL HÜQUQİ ÇIXIŞ YOLU HESAB EDİLƏ BİLƏR.

Belə ki, kommersiya arbitrajından fərqli olaraq ISDS dövlətin tənzimləmə səlahiyyətlərinə və ümumi maraqlara toxunur. Buna görə də burada qərarların düzgünlüyü və vahid hüquqi praktikanın olması son dərəcə vacibdir.

Həmçinin apellyasiya mexanizmi beynəlxalq investisiya hüququnda vahid presedent hüququ formalaşdıran, dövlətlərin suveren hüquqları ilə investorların maraqları arasında balansı bərpa edən bir alət kimi də çıxış edə bilər. Bu isə öz növbəsində, hüquqi müəyyənliyin təmin olunması nəticə etibarilə beynəlxalq investisiya mühitinin dayanıqlılığına xidmət edə bilər.

Mənbələr

References

01. CME v. Czech Republic / Lauder v. Czech Republic. Investment Treaty News (IISD), 18 October 2018. https://www.iisd.org/itn/2018/10/18/cme-v-czech-republic-lauder-v-czech-republic/
02. International Centre for Settlement of Investment Disputes (ICSID). (1965). Convention on the Settlement of Investment Disputes between States and Nationals of Other States. ICSID. https://icsid.worldbank.org/sites/default/files/ICSID_Convention_EN.pdf
03. Kaufmann-Kohler, G., & Potestà, M. (2020). Investor-State Dispute Settlement Reform: Between Multilateral Multilateralism and Bilateralism. Springer. https://lk-k.com/wp-content/uploads/2020/07/2020_Book_Investor-StateDisputeSettlemen.pdf
04. UNCITRAL. (2019). Report of Working Group III (Investor-State Dispute Settlement Reform) on the Work of Its Thirty-Seventh Session (New York, 1-5 April 2019). United Nations General Assembly, A/CN.9/970. https://docs.un.org/en/A/CN.9/970
05. UNCTAD Investment Dispute Settlement Navigator. SGS v. Pakistan (ICSID Case No. ARB/01/13).https://investmentpolicy.unctad.org/investment-dispute-settlement/cases/70/sgs-v-pakistan
06. UNCTAD Investment Dispute Settlement Navigator. SGS v. Philippines (ICSID Case No. ARB/02/6). https://investmentpolicy.unctad.org/investment-dispute-settlement/cases/80/sgs-v-philippines

KIFAYAT VALIYEVA

Kifayat Valiyeva, Lawyer, Alat Free Economic Zone Authority, LLM Candidate in the University of Cambridge
kvaliyeva2002@gmail.com

Artificial Intelligence in Arbitration: Judicial Scrutiny and Emerging Guidelines

The use of artificial intelligence across nearly every sphere of life is experiencing rapid growth. Although regulatory mechanisms are not yet ready to address every challenge that artificial intelligence may pose, the AI industry is advancing its development day by day. Thus, it is not so astonishing that, even in arbitral awards, one can encounter the use of those mechanisms in improper form. This paper will shed light on the case, which was set aside by the Quebec Superior Court due to improper use of AI, leading to hallucinated references, and on the proactive approach taken by the CIArb Guidelines on the use of AI (Association des ressources intermédiaires d'hébergement du Québec [ARIHQ] v. Santé Québec, 2026; Chartered Institute of Arbitrators, 2025).

The Background

The underlying arbitration case concerned a claim for remuneration allegedly owed by a Quebec health authority to a medical clinic under the National Agreement. As a result of the grievance between the parties, on August 8, 2025, the arbitrator, Me Michel A. Jeanniot, dismissed the dispute submitted to arbitration on the grounds that the agreed time limits had not been respected and that no justification had been offered for the delay (ARIHQ v. Santé Québec, 2026).

Subsequently, the plaintiffs applied for annulment of the award on two grounds, including the key assertion that the award relied on non-existent doctrine and case law, suggesting that it had been drafted using artificial intelligence (ARIHQ v. Santé Québec, 2026).

Use of AI Through the Lens of the Quebec Court

The Quebec Superior Court addressed the severity of the breach in order to determine whether it was sufficient to justify annulment. The court focused on the significance of the violation of the arbitral procedure, particularly the apparent delegation of decision-making authority to artificial intelligence (ARIHQ v. Santé Québec, 2026).

The court identified several risks associated with the use of artificial intelligence in adjudicative decision-making, including

HALLUCINATED REFERENCES, THE ABSENCE OF HUMAN JUDGMENT AND VALUES, BIAS, RISKS TO CONFIDENTIALITY, AND HARM TO PUBLIC CONFIDENCE IN JUSTICE.
(ARIHQ v. Santé Québec, 2026).

The court concluded that not every award involving minimal or peripheral AI use should be annulled. In this case, however, the references at the core of the arbitrator's reasoning were non-existent and hallucinated, which constituted a significant violation of the arbitral procedure (ARIHQ v. Santé Québec, 2026).

The message delivered by this case is unambiguous:

ARBITRATORS SHOULD NOT LEAVE THEIR REASONING AND DECISION-MAKING TO ARTIFICIAL INTELLIGENCE TOOLS, AS THOSE TASKS REQUIRE HUMAN JUDGMENT AND VALUES AND MAY AFFECT PUBLIC CONFIDENCE IN JUSTICE.
(ARIHQ v. Santé Québec, 2026).

Limits on the Use of AI and Remaining Questions

The case indicates the growing need for regulatory mechanisms governing the use of artificial intelligence in arbitration in this rapidly changing world (ARIHQ v. Santé Québec, 2026).

One of the key messages was also about the essential role of post-award scrutiny in detecting such cases. However, scrutiny of references does not seem sufficient. Suppose that an arbitrator uses the AI mechanisms properly in reasoning their judgment, and it is not detectable from just checking the references. In this kind of case, the rendering of decisions may be influenced by artificial intelligence bias and a lack of human judgment and values, which will, in turn, result in the gradual loss of public confidence in arbitration.

What is to be done in those cases?

Nowadays, various institutions draft guidelines, such as the CIARB AI guidelines. From the perspective set out in the guidelines, the use of AI is only permissible when arbitrators have permission from the parties. This shows that the guidelines also put party autonomy at the center. Besides, arbitrators and parties are encouraged to make reasonable efforts to understand the tools that they use. Considering confidentiality is the beating heart of the arbitration, using third-party AI tools without assessing their privacy protections is highly likely to jeopardize the privacy of sensitive information.

Furthermore, the correctness and accuracy of the information obtained through AI tools must be duly assessed by arbitrators in order to minimize the risk of rendering a biased judgment.

Regarding disclosure, the CIArb Guidelines present proactive steps, whereas SVAMC Guideline 3 states that disclosure is unnecessary except where appropriate (Chartered Institute of Arbitrators, 2025; Silicon Valley Arbitration and Mediation Center, n.d.). As paragraph 7.3 of the CIArb Guidelines provides, arbitrators have the power to impose disclosure obligations on the parties after consulting them, provided that the parties do not agree otherwise.

The Guidelines offer a template agreement for the use of arbitration, which can be used either as a stand-alone document or as part of an arbitration agreement. As this document carefully touches on the risks of using AI tools, it may also shed light on the questions mentioned earlier in this paper. However, the road to be taken in regulating the use of AI in arbitration is far ahead, given that the mandatory requirements to be imposed have not yet been adopted.

References

01. Chartered Institute of Arbitrators. (2025). Guideline on the use of AI in arbitration. https://www.ciarb.org/media/bpndtcgu/guideline-on-the-use-of-ai-in-arbitration_updated-sept-2025.pdf?utm_source=AI+Guidelines+Launch&utm_medium=News+Page
02. Silicon Valley Arbitration and Mediation Center. (2024). Guidelines on the use of artificial intelligence in arbitration. https://svamc.org/wp-content/uploads/SVAMC-AI-Guidelines-First-Edition.pdf
03. Association des ressources intermédiaires d'hébergement du Québec (ARIHQ) v. Santé Québec – Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal, 2026 QCCS 1360 (Que. Sup. Ct.).
04. https://jusmundi.com/fr/document/decision/fr-quebec-association-of-intermediate-housing-resources-v-integrated-university-health-and-social-services-centre-of-south-central-montreal-arret-de-la-cour-superieure-du-quebec-2026-qccs-1360-wednesday-22nd-april-2026

MACIEJ DURBAS, MARTA LEWKO-WALCZAK, STANISŁAW LALIK

When National Courts Protect Arbitration: Practical Lessons from Poland

Maciej Durbas, Partner, Attorney-at-Law, KKG Legal Kubas, Kos, Gałkowski i Wspólnicy
maciej.durbas@kkg.pl

Marta Lewko-Walczak, Senior Associate, Attorney-at-Law, KKG Legal Kubas, Kos, Gałkowski i Wspólnicy
marta.lewko@kkg.pl

Stanisław Lalik, Associate, Trainee Attorney-at-Law, KKG Legal Kubas, Kos, Gałkowski i Wspólnicy
stanislaw.lalik@kkg.pl

The effectiveness of arbitration depends not only on arbitral tribunals, but also on the approach taken by national courts. In arbitration-friendly jurisdictions, courts protect both the legal order and the finality of arbitral awards by carefully respecting the limits of post-award review.

This article offers practical insights into selected aspects of Polish post-award jurisprudence and highlights lessons arising from recent case law, including pro-arbitration developments with the involvement of KKG Legal.

The Public Policy Clause as a Safeguard of the Arbitration System

Among the grounds for setting aside an arbitral award under Polish law, the public policy clause is both one of the most important and one of the most commonly relied upon in practice. Pursuant to Article 1206(2)(2) of the Polish Code of Civil Procedure, an arbitral award may be set aside where it is contrary to the fundamental principles of the Polish legal order.

At first glance, this provision may appear to grant state courts broad powers to review arbitral awards. In reality, however, Polish courts consistently emphasize that the public policy clause is not intended to serve as a gateway to a substantive re-examination of the dispute.

RATHER, IT OPERATES AS A SAFETY VALVE DESIGNED TO PROTECT THE INTEGRITY OF THE LEGAL SYSTEM WHILE PRESERVING THE AUTONOMY AND FINALITY OF ARBITRATION.

The Purpose of the Public Policy Clause

The Polish Supreme Court has repeatedly stressed that review under the public policy clause cannot take the form of a full merits review comparable to appellate proceedings before state courts. A state court examining an application to set aside an award is not entitled to reassess the facts, reevaluate evidence, or determine whether the arbitral tribunal correctly interpreted the applicable law.

This restrained approach reflects the nature of arbitration itself. By choosing arbitration, parties accept that state courts

will not conduct a full reconsideration of the dispute. Setting-aside proceedings are therefore not intended to provide a second opportunity to litigate the merits of the case.

Judicial review serves a different and much narrower purpose. Polish courts consistently emphasize that intervention should be limited to exceptional cases involving serious abuses of arbitration or defects that affect the legal order itself. In this sense, the public policy clause protects the integrity of the legal system while preserving the autonomy and finality of arbitral awards.

What Constitutes a Violation of Public Policy?

The term "fundamental principles of the legal order" is intentionally left undefined, giving courts flexibility to assess each case individually. Consequently, courts play a central role in determining the scope and limits of public policy review in arbitration matters.

The relevant question is not whether the arbitral tribunal correctly applied every rule of law. A legal error alone is insufficient. Rather,

THE KEY QUESTION IS WHETHER THE AWARD PRODUCES EFFECTS THAT ARE FUNDAMENTALLY INCOMPATIBLE WITH THE CORE VALUES OF THE POLISH LEGAL SYSTEM.

Polish jurisprudence recognizes that these "fundamental principles" encompass not only constitutional norms of particular significance, but also basic principles governing individual branches of substantive and procedural law. At the same time, the public policy clause is interpreted narrowly. Not every violation of a mandatory rule justifies setting aside an award. Judicial intervention is reserved for serious and qualified infringements that manifestly contradict the foundations of the legal order.

Importantly, courts focus on the award's ultimate effect rather than on individual shortcomings in the tribunal's reasoning. The task is not to construct a closed catalogue of public-policy principles and mechanically verify whether one of them has been infringed. Instead, courts assess whether the final outcome of the award is incompatible with the fundamental assumptions of the Polish legal system. Consequently, even an objectively identifiable legal error will not justify annulment unless setting aside the award is necessary to protect public policy.

Public Policy Clause in Action

The practical importance of the public policy standard is best seen in cases where a state court is asked, under the guise of public policy review, to reassess the merits of a dispute already decided by an arbitral tribunal. For example, a losing party may seek to portray its disagreement with the tribunal's interpretation of the contract not as an ordinary merits complaint, but as a violation of fundamental principles of law.

A recent Polish case before the Supreme Court illustrates this point. The arbitral tribunal had interpreted a contractual provision under Article 65 of the Polish Civil Code, which governs the interpretation of declarations of intent and contracts. The losing party argued that the tribunal's interpretation was inconsistent with the parties' actual intention and sought to set aside the award before a Polish court of appeal.

This type of argument creates a natural temptation for a state court. Since the dispute concerns the meaning of the parties' contract, the court may be inclined to verify whether the arbitral tribunal interpreted the contract correctly. However, that is precisely where the boundary between public policy review and impermissible merits review must be drawn. As the Supreme Court later emphasized, review of the elements forming an arbitral award under the public policy clause "cannot assume the scope proper to a review of the merits" of that award.

Why the Supreme Court Intervened

The court of appeal nevertheless set aside the award. In substance, its reasoning focused on the premises and outcome of the arbitral tribunal's interpretation of the parties' declarations of intent, rather than on identifying

a violation of the fundamental principles of the Polish legal order. The Supreme Court firmly rejected this approach. It held that the court of appeal had carried out an impermissible merits review of the arbitral award by questioning the tribunal's interpretation under Article 65 of the Polish Civil Code instead of demonstrating why the award breached basic principles of public policy.

The Supreme Court's reasoning is important because it confirms that an error in substantive law is not, by itself, enough to set aside an arbitral award. In the context of Article 65 of the Polish Civil Code, the Supreme Court made the point even more directly:

> a breach of that provision could justify setting aside an arbitral award only if the incorrect interpretation resulted in an award that was impossible to accept from the perspective of fundamental principles of the legal order

The case illustrates a point that is crucial for post-award review.

THE PUBLIC POLICY CLAUSE IS A SAFEGUARD, NOT AN APPEAL MECHANISM.

It protects the legal order against awards that are truly incompatible with its most basic principles. It does not allow state courts to replace the arbitral tribunal's contractual interpretation, assessment of evidence or legal reasoning with their own. The Supreme Court expressly tied this limitation to the autonomous position of arbitration as an alternative to state courts. Parties who agree to arbitrate must accept that review by a state court "does not and cannot constitute an equivalent of appellate review typical of state court proceedings.

The Broader Polish Perspective

The case should also be viewed against the broader backdrop of Polish post-award jurisprudence, which consistently demonstrates judicial restraint towards arbitral awards.

Empirical studies of Polish case law show that arbitral awards generally withstand judicial scrutiny.

> In 2020, successful parties defended **194 out of 213 awards** before Polish courts, which means that **more than 91% of awards survived post-award review.**
>
> In the 2021–2022 study, the authors similarly concluded that, in approximately 90% of post-award decisions, Polish courts either enforced arbitral awards or refused to set them aside, thereby upholding their effectiveness.

Against that background, the court of appeal's intervention was exceptional. It showed that even in an arbitration-friendly jurisdiction, the public policy clause may occasionally be interpreted too broadly. The Supreme Court's judgment corrected that error. Following a cassation complaint, the Supreme Court set aside the court of appeal's judgment and remitted the case for re-examination. In doing so, it reaffirmed that a substantive review of an arbitral award under the public policy clause would contradict the very nature of arbitration and the autonomy of the parties' will.

Poland as an Arbitration-Friendly Jurisdiction

The case therefore demonstrates both the risk and the safeguard. The risk lies in the possibility that a state court may transform setting-aside proceedings into a disguised appeal on the merits. The safeguard lies in the Supreme Court's willingness to restore the proper boundary between permissible public policy control and impermissible merits review. In practical terms, the "safety valve" of cassation review worked.

More broadly, the case law demonstrates that Polish courts view the public policy clause as an exceptional safeguard rather than a mechanism for routine judicial review of arbitral awards. This approach is consistent with the broader trend visible in Polish post-award jurisprudence, where courts generally exercise restraint and respect the autonomy of the arbitral process.

Taken together, the available case law and empirical data support the conclusion that Poland is an arbitration-friendly

jurisdiction. While Polish courts remain prepared to intervene where an award genuinely threatens the fundamental values of the legal order, they are equally committed to preserving the finality of arbitral awards and the parties' decision to resolve their disputes through arbitration. In this respect, national courts do not merely supervise arbitration. They actively contribute to its effectiveness and legitimacy.