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# Discussion on Revocation Consequences of International Commercial Arbitration Award

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## Abstract

The revocation system of international commercial arbitration awards is a very distinctive legal system in the international commercial arbitration system, and it is the most effective form which court carries out judicial review on arbitration award. This paper focuses on the revocation consequences of arbitration award, including the influence scope on the effect of arbitration award, and study the impact of revocation on the effect of the original arbitration agreement through exploration of the nature of arbitration and the legislative value orientation.

## Keywords

International commercial arbitration award, revocation system, arbitration agreement.

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## 1. Introduction

In the international commercial arbitration system, the revocation system of international commercial arbitration awards is the most effective way for the court to exercise judicial review power on international commercial arbitration awards. This paper intends to explore the impact on arbitration awards and arbitration agreement after international commercial arbitration awards revoke.

In order to prevent the fundamental interests of the parties or the public order of the country from being damaged due to unfair arbitration procedures or other factors, the legislation of each country grants the parties the right to raise an objection to the international commercial arbitration award (the following is abbreviated as the award) to a certain extent. Based on this right of dissent, the party can directly propose revocation arbitration for the court after the award becomes effective; or apply for not to enforce the award when the other party requests the court to execute an award, these two forms of dissent are fundamentally that the party request the court to give a negative evaluation on reward.

The revocation system of the international commercial arbitration award refers to final award of international commercial arbitration has revocable cause stipulated by law in legal system, and the party applies and is examined and verified by the court, and the award is revoked and invalidated. Compared with the non-executive award system, the revoked award system has the following characteristics: first, the applied subject, applying for revoking award to the court is the same judicial remedy right granted by the law to arbitration winner and loser; and the party who applies for the not to execute the award can only be the opposite party of the application executor. Second, the application period, the party's application for revoking award should be proposed within the time limit stipulated by the national law of the award place; and the application for non-executive award is generally proposed after the court accepts the application executor's application for enforcement of the award, before the end of the court's execution. Third, the court of jurisdiction applies for revocation of the award, no matter who initiated the revocation procedure, should apply in the court of the award country, and the court of the award country has exclusive jurisdiction, which has constituted the principle generally accepted internationally. [1] In addition, according to Article 5, paragraph 1 (5) in

1958 "the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards" (the following is abbreviated as the New York Convention), the court in country that give a award or the country that give an award according to its law can also exercise the power to revoke the award, however, although this practice may be rare in theory and practice [2], in the process of applying for not to execute an award, from the perspective of convenient jurisdiction, the enforcement applicant must apply for execution of award in the country or property place where the executor live, and the enforced person can only apply for no non-enforcement of award to the court that accepts the application. The fourth is the legal effect; the revocation of the award makes the award lose its legal effect from the date of revocation, the international commercial legal relationship between the parties reverts to dispute status before the application for arbitration, this award will not be recognized and executed in other countries, and the non-enforcement of the award only shows that the court has not imposed its enforced effect on an award, therefore, after the application for revoking the award is supported by the court of the award country, the party can no longer make a request according to the award, but can only resolve the dispute according to the remedy provided by the award country law; and after the application for executing award is rejected, the executor still apply for compulsory execution to the courts in the country where the executed person, or other country where the property is located.

Article 9 (2) of the Arbitration Law of China stipulates that if the award is revoked or not enforced by the people's court according to law, the parties may apply for arbitration according to the arbitration agreement re-established by both parties, or may sue the people's court. Therefore, the revocation of the award not only invalidates the award, but also affects the effect of the arbitration agreement between the parties.

The influence scope which the award has been revoked and it includes its effect on intra-domain effect and extraterritorial effect. For the influence of the intra-domain effect of the award, the court of the award country has exclusive jurisdiction on revoking award, once the award is revoked by the court of the country, the award loses its *res judicata* and execution power in the award country, This is the embodiment of the territorial principle of jurisdiction, Whether the award can be recognized and enforced in other countries, namely, whether the award has extraterritorial effect, there are three views: in the international commercial arbitration legislation and judicial practice: [3]

(1) Territoriality school. This doctrine think that if the court of the award country revokes the award made in its territory in accordance with the law, the award does not exist in law, and the court should not enforce the award that has been revoked according to law. The theoretical basis is that the power or right of any person is derived from the domestic law of a country without exception, namely the power or right conferred by the law of the country. In arbitration, it is more precisely the power or right entitle by the award state law. In international commercial arbitration, generally, the law of the award country dominates the arbitral procedure and the enforceability of the award, if an award is declared invalid in the award country, this ineffect should deprive of the effect of award in all other countries. This doctrine is reflected in Article 5, paragraph 1 (5) of the New York Convention. [4] Germany even stipulated that a foreign award to be enforceable that had been determined by the court of the country, because it is revoked in the country where the award was made, and the party may also apply to the court to revoke the award which court gibe execution of the foreign award. [5]

(1) Territoriality school. The viewpoint thinks that the award is not in accordance with any national law in its substance; (2) therefore, the court cannot exercise the power to revoke, and the only remedy for the award is to refuse to implement it. On the other hand, even if a court of one country revokes the award in accordance with its domestic law, the court of the execution country can disregard the fact that the court of the country has been revoked, continue to recognize and enforce the award in accordance with its domestic law. The French Supreme Court ruled on March 23, 1994 in the case of *Himarton (UK v. Omnium De Traitment Et De Valoriation-OTV, France)* and the Paris Court of Appeal confirmed on January 14, 1997, (*Chromalloy Aero Services v. The Arab Republic of Egypt,*

the viewpoint was expressed in the international award of the award country, the local legal order has nothing to do and does not form part of the local legal order; therefore, even if the court of the award country revokes the award, its effectiveness still exists.

(3) A compromise view. This view thinks that the revoked award of the court of the award country should distinguish the reason for revocation, if the reason for revocation is in conformity with the provisions of the law of the country on enforcement on the reason for revoking the award, the award will not be recognized and enforced. The provisions of article 9 of the European Convention on International Commercial Arbitration reflect the view; the revocation of an award by a State party's court does not constitute a reason for the refusal of the other State party's court to recognize and enforce the award, and is recognized and enforced in other States parties, only the a award country's court constitute one of the conditions stipulated in Article 9, paragraph 1 of the Convention, it will not be recognized and enforced.

Among the above three viewpoints, the territoriality emphasizes the legal order of the award country, while the non-international arbitral school emphasizes the international legal order, the difference between the two is whether the award constitutes an integral part of the local legal order of the award country. In fact, the final point of view of the non-international arbitration school is still the legal order of the country of implementation, which is contradictory to the international legal order it emphasizes. The author agrees with the views of the territoriality. First of all, the development of the international commercial arbitration system has shown that the arbitration system of state's support and supervision is the basis for its development and improvement.

International commercial arbitration, its nature is still rooted in the concept of "geography", that is, the arbitration is subject to the law of the country where the award is made, and the result of the award constitutes an integral part of the legal order of the country in which the award is made, The court of award country exercise the power to supervise the arbitration conducted in its territory.. Second, the non-international arbitration school emphasizes the international legal order and emphasizes full respect for the party's autonomy; on the other hand, it emphasizes one-sidedly the legal order of the country of implementation and ignores the order of the award country. According to this viewpoint, the enforcement court of the country will ignore the revocation of the award by the court, and the continuation of the award in accordance with its domestic law, it inevitably cause the parties choose to apply to the court in their own favor to enforce the award that has been revoked by the court of other country. The situation may lead to confusion in the international execution of the award order. Finally, the compromised view is based on the provisions of the enforcement of the law of the country, and determines whether the revoked award can be recognized and enforced in the country. Although the Model Law on International Commercial Arbitration has been accepted as a domestic law for many countries and the reasons for the award have also become more homogenous. However, it is undeniable that national legislation still has great differences in the reasons for revoking award. Based on the existence of such a difference, the parties are likely to apply for recognition and enforcement of the revoked award to a country that is more cautious about the reasons for the award. At the same time, the judicial sovereignty of another sovereign state is denied by the relevant provisions of domestic legislation, which is also an expression of disrespect for the sovereignty of the award state.

After the award has been revoked according to law, the effect of the original arbitration agreement between the parties can be summarized into four methods from national arbitration legislation: First, the effect of the arbitration agreement is completely excluded, such as article 1067 of the Dutch Civil Procedure Code, article 1485 of the French Civil Procedure Code also holds the same position. Second, the court decides the effect of the arbitration agreement, such as article 71 of the British Arbitration Act of 1996. The third is to maintain the effect of the arbitration agreement, such as article 1059 of the German Civil Procedure Law. Fourth, restrictions on the effect of arbitration agreements, for example, article 10 of the US Federal Arbitration Act. [6]

China's "Arbitration Law" has a negative attitude towards the effect of the arbitration agreement after the award has been revoked. We can examine the relevant laws and regulations of China, [7] pursue the developmental trajectory of the effect of the arbitration agreement after the effect of the award is denied. Article 237, paragraph 5, and Article 275 of the Civil Procedure Law stipulates that if the arbitration award is decided not to be enforced by the people's court, the parties may reapply for arbitration according to the written arbitration agreement reached between the parties, or may sue the people's court. Article 478 of the Interpretation of the Supreme People's Court on the Application of the Civil Procedure Law of the People's Republic of China states that "...after the people's court decides not to enforce the arbitration award, ... the parties may re-establish a written arbitration agreement on the civil dispute to apply for arbitration and can also sue to the people's court."

Article 9 (2) of the Arbitration Law stipulates that if the award is abolished or not enforced by the people's court according to law, the parties may apply for arbitration according to the arbitration agreement re-established by both parties, or may sue in the people's court. It can be seen that China's legislation initially held a negative attitude towards the effect of the arbitration agreement after the effect of the award was denied. Although the provisions of the Civil Procedure Law seem to allow the parties to reapply for arbitration under the original arbitration agreement, the legislation also stipulates that "it can also be sued to the people's court", which is actually disguised to deny the effect of the original arbitration agreement. Imagine that if the original arbitration agreement is still valid, its most direct effect on the parties is the "prohibition of direct appeal". The parties can only submit the dispute to arbitration again according to the original arbitration agreement. How can the lawsuit be sued before the court? Therefore, the Supreme People's Court further clarified this issue in the judicial interpretation of the Civil Procedure Law promulgated in 2015, that is, a written arbitration agreement can be re-arranged before applying for arbitration, and the 2017 Arbitration Law has not been amended and stick to this position.

With regard to the effect of the arbitration agreement after the award is revoked, it is necessary to investigate the legal nature of the arbitration agreement, the meaning of the parties' conclusion of the arbitration agreement, the true intention of the court to revoke the award, and the value orientation of the effect of the arbitration agreement after the award is revoked., a reasonable conclusion can be drawn from foundation.

Regarding the legal nature of the arbitration agreement, there are three points of view: the contractual statement in the procedural law, the contractual statement in the substantive law, and the mixed contract. [8] The main reason for the legal nature of the arbitration agreement is that the arbitration agreement is identical to other claims contracts in its establishment, and the parties are free to conclude legal disputes concerning civil and commercial matters that may have occurred. However, since the arbitration agreement has the effect of procedural law, that is, the prohibition of the right, the *res judicata*, etc.; therefore, there may be a contradiction between the establishment and effect of the same legal relationship. In order to resolve this contradiction, scholars who insist on the procedural law attach more importance to their effect, and incorporate the establishment of the arbitration agreement into the contractual scope of the procedural law, thus achieving a logical unity; scholars who insist on substantive law will arbitrate the agreement itself. As the basis of the autonomy of the parties, it is considered that the effect of the arbitration agreement is only specifically granted by the state for the protection of rights between the parties. [9]

We believe that the arbitration agreement is essentially a contract of substantive law, which is essentially the common meaning of the parties' choice of dispute resolution. The arbitration agreement has the legal nature of the contract: one is that the arbitration agreement is a civil legal act. The arbitration agreement expresses the meaning of submitting a specific dispute to arbitration as an element, and gives its legal effect according to the content expressed by the meaning. Second, the arbitration agreement is a civil legal act that is consistent with the parties' intentions. Third, the arbitration agreement is a civil legal act aimed at establishing, altering, or terminating civil rights and

obligations. The purpose of the parties to enter into an arbitration agreement is to resolve the specific dispute, that is, the establishment, change and termination of the specific civil rights and obligations involved in the dispute between the parties; and after the parties reach an arbitration agreement, they also undertake to submit the arbitration for the specific dispute, appoint an arbitrator, abide by the arbitration rules, may not cause delays in the procedure, pay the arbitrator's remuneration, faithfully perform the award and other obligations.

The contract in procedural law is based on the fact that the award is a quasi-judicial act made by an arbitrator similar to the judge, and the award is subject to the adjective law or procedural law of the award country, so the arbitration agreement between the parties is also limited to the award. The scope of the applicable law applies to the procedural law of the award country; the main effect of the arbitral agreement is to create a direct refusal to exclude the jurisdiction of the state, and it will be judged according to the judgment of the arbitrator of the arbitral procedure. Since the main legal effect of the arbitration agreement arises in the field of litigation law, the arbitration agreement is a contract in litigation law. [11]

In fact, the awards applicable to the arbitral agreement are only mandatory rules of the award country law, such as the formal requirements of the arbitration agreement, the provisions on the effect of the arbitration agreement, the provisions on arbitral matters, and the revocation and non-determination of the award. The provisions for enforcement, etc., and the legal application of the composition of the arbitral tribunal, the arbitral proceedings, the arbitral proceedings and the substantive issues are completely determined by the parties' agreement, fully embody the autonomy of arbitration; even the contract law best reflects the meaning of the parties. There are also mandatory provisions that the parties must abide by, because such "freedom of contract is a freedom within the scope of the law, and it is of course subject to the norms and restrictions of the law." [12]. Therefore, It cannot be used as a reason to determine that the arbitration agreement has the nature of a procedural contract.

The effectiveness of the arbitration agreement is mainly reflected in the prohibition of direct appeal and the res judicata. The prohibition of direct appeal is the direct effect of the arbitration agreement. The parties may not submit the specific dispute to the court if they reach an arbitration agreement. This is the intention of the parties to conclude an arbitration agreement and is the contractual obligation of the parties. Although the right to appeal is the basic right of the civil entity to seek the relief of the entity's rights, the parties choose to arbitrate, which means that the right to appeal is waived for specific disputes and resort to arbitration. The court should respect the parties' disposition of their rights and voluntarily waive their jurisdiction over specific disputes. This exclusion of court jurisdiction stems from the parties' compliance with the commitments in the arbitration agreement, which does not directly lead to procedural law consequences, but indirectly excludes the court's jurisdiction over specific disputes. Therefore, the effectiveness of the direct prohibition does not indicate that the arbitration agreement has the nature of a procedural contract.

Res judicata is a concept in Western civil litigation theory. In the field of arbitration, the res judicata should be understood as the award of a particular dispute as the subject of arbitration, and the parties may no longer sue or apply for arbitration for the particular dispute. For the factual or legal relationship that has been confirmed by the effective award, the parties are not allowed to disputes or re-audits in other dispute resolution procedures, in fact, this is also the performance of the "one final decision" system. The award has the following elements: stability, exclusivity, presupposition and compulsory. [13]. The award is first of all due to the agreement of the parties, that is, the mutual willingness of both parties to submit the dispute to arbitration and obey the final award in the form of an arbitration agreement before or after the dispute. In a word, the existence of an effective arbitration agreement is the root cause of the award that has the power of both parties. The award is that the arbitrator arbitrates the specific dispute in accordance with the arbitration agreement, follows the will of the parties, and finally re-divides the entity's rights and obligations between the parties that cause a particular dispute. Secondly, the award power stems from the provisions of the law, and this kind of legislative stipulation

is an recognition of the parties' arbitral agreement and the legal effect granted by the state for the protection of the rights of the parties. In short, the award power of the award is based on the parties' arbitration agreement, and the parties are legally recognized by the parties to determine the rights and obligations of the substantive law. Therefore, some scholars believe that the nature of the contract related to litigation should be determined on the basis of the content of the agreement. For those who do not need to apply to the court, the effect of the contract in civil law can be generated in private. The effective and the remedy for breach of contract apply to the relevant provisions of the civil law, and the legal effect on the procedural law cannot be directly caused. Other parties must implement other litigation actions. An agreement that affects litigation is seen as a contract for purely private law. [14] In summary, we believe that the arbitration agreement is a contract in substantive law. The revocation or non-execution of the award does not achieve the purpose of the arbitration agreement unless the parties agree to terminate the arbitration agreement. The arbitration agreement as a special contract cannot be invalidated due to the revocation or non-execution of the award.

The meaning which the parties express an arbitration agreement; the purpose of the parties to enter into an arbitration agreement is to transfer the specific dispute within the scope of the arbitration agreement to the designated arbitral tribunal and resolve it in an efficient, confidential, fair and reasonable manner in accordance with the arbitration rules chosen by the parties. The act of entering into an arbitration agreement itself means that the parties choose the arbitral procedure by rejecting the cumbersome and lengthy litigation procedure in the dispute resolution method. This is actually the origin of the effectiveness of the "right to ban" in the arbitration agreement. From the expression of the parties' conclusion of the arbitration agreement, we cannot infer that after the award has been revoked according to law, the parties will categorically choose the procedural procedure to resolve the pending dispute unless the parties have completely lost confidence in the arbitration system. Similarly, we cannot necessarily infer that the parties will re-establish an arbitration agreement and then apply for arbitration unless they have been extremely disappointed with the arbitration institution selected in the original arbitration agreement or the arbitration tribunal (in the provisional arbitration), but the arbitration agreement itself is invalid. Except in cases where the award is revoked. In addition, we need to consider that the effect of the arbitration agreement entered into by the parties is only dependent on the making of one award,[15] and it depends on the final determination of the valid award. It is obvious that the final award of lawfulness and effect is the mutual expectation of both parties. Therefore, in order to explore the deep meaning of the parties to enter into an arbitration agreement, we find that, as a rational economic person, the parties to international commercial arbitration must maximize their benefits as their code of conduct, unless they voluntarily after the arbitration is frustrated. Investing in the "boss" of the proceedings or renewing the arbitration agreement; otherwise, we are not entitled to deprive the parties of the original arbitration agreement.

The court revoked the true intention of the award. Is the court's revoked award only for the award that exists, or is it revoked together with the intention of the parties to choose arbitration to resolve the dispute. We believe that the true intention of the court to revoke the award is to remedy the judicial review of the award in order to ensure that the legitimate rights and interests of the parties will not be harmed by the undue interference of the arbitral proceedings. If the arbitral tribunal's award is revoked due to the existence of arbitral proceedings, and the reason for the revocation involved is not related to the parties' arbitration agreement, and the fundamental purpose of the arbitral system is to satisfactorily realize the arbitral expression of the parties; therefore, the court only The award itself can be revoked without denying the effect of the arbitration agreement. Even if the award is revoked due to the effect of the arbitration agreement, it is because the arbitration agreement itself does not have statutory effective requirements and has no legal effect. It is the "cause" that causes the award to be revoked rather than the "fruit" of the award. We cannot conclude that the court's revocation of the award is a conclusion that the party's choice of arbitration is negated.

The value orientation of legislation, International commercial arbitration acts on market transactions, with contractual disputes and other property disputes between equal subjects as the object of

determination. Based on the principle of party autonomy, the benefit should be its highest value criterion. [16] Therefore, the arbitration legislation should be based on the full guarantee of the party's will autonomy, and the pursuit of the principle of efficiency as the primary principle of legislation, so that the individual interests and social interests are balanced on the basis of maximization. Legislation rigidly stipulates that after the award is revoked, the parties may re-establish an arbitration agreement or sue in court. This provision does not take into account the original intention of the parties to choose arbitration to pursue benefits, and actually deprives the parties of the benefits enjoyed in the original arbitration agreement. The party at the disadvantage of the award may therefore refuse to reach a new arbitration agreement and lead the dispute to the procedure. The dispute is directed to a complex, time-consuming and laborious litigation field to delay the performance of its obligations. In addition, in international commercial arbitration, if the award is revoked and fails to reach a new arbitration agreement, and one party (usually a foreign party) is not willing to sue in court, it will inevitably lead to a complete blockade of the dispute path, which is not conducive to maintaining the transaction order.

## 2. Summary

In summary, we suggest that the legislation should retain the effect of the arbitration agreement and give the parties more autonomy. According to the specific circumstances where the award is revoked, the following provisions are made: First, if the original arbitration agreement based on the award does not have any effect flaw, then the legislation can only stipulate that both parties agree to determine the effect of the original arbitration agreement. If it is confirmed that the original arbitration agreement is still valid, then the arbitration may apply for arbitration to the original arbitral tribunal according to the agreement, or the arbitrator may be re-appointed to form an arbitration tribunal to apply for arbitration; if the original arbitration agreement is abolished, a new arbitration agreement may be re-applied for arbitration or travel. If the parties have no agreement on the handling of the original arbitration agreement (one party wants to confirm, one party will abolish), as long as the statute of limitations has not passed, the arbitration agreement is still valid, and of course the jurisdiction of the court is excluded; therefore, the parties can only apply for arbitration according to the original arbitration agreement. Second, if the original arbitration agreement based on this decision has effect, the parties can only apply for arbitration if they re-establish a new arbitration agreement; otherwise, they can only sue in the people's court.

In fact, the main reason for the binding of arbitration agreements and awards is that since the purpose of the arbitration agreement or award is beneficial to the state and harmless, the state should respect the expression of the parties' intentions, and for this reason, it should be given binding power in the legislation, and does not to maintain the authority of the judiciary or the stability of the legislation. Legislation should try to respect the autonomy of the parties in the arbitration, and fully realize the autonomy of the parties in the process of arbitration; this conform to the historical trend of international commercial arbitration, and it also follows the current development demands of the arbitration law in China..

## References

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- [2] Guo Shoukang, Zhao Xiuwen, International Economic and Trade Arbitration Law (Revised), China Legal Publishing House, 2004, p. 376.
- [3] See Zhao Xiuwen, "International Commercial Arbitration and Its Applicable Law Research", Peking University Press, 2002, pp. 215-223.

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- [4] Article 5, paragraph 1 (5) of the New York Convention stipulates that “the ruling shall be revoked or ceased to be enforced by the competent authorities of the country where the creation is unconstrained or the country in which the ruling is based or the law under which the ruling is based”. The request was made and refused to be recognized and executed.
- [5] See article 1061, paragraph 3, of the German Code of Civil Procedure.
- [6] Article 1067 of the Dutch Code of Civil Procedure states that “unless the parties agree otherwise, the decision of the court to revoke the ruling shall be final and the jurisdiction of the court shall be resumed.” Article 1485 of the French Code of Civil Procedure provides that "If the court accepting the revocation motion revokes the ruling, it shall determine the entity of the case within the jurisdiction of the arbitrator, unless the parties have the contrary provisions." Article 71, paragraph 4, of the English Arbitration Act of 1996 provides that "the ruling is all When the part is revoked or declared invalid, the court may also order that the arbitral agreement's ruling on the request is superior to any provision of the procedural, and the ruling on the subject matter is, in some cases, invalid in relation to the ruling. Article 1059, paragraph 5 of the German Civil Procedure Law stipulates that “after the ruling has been revoked, the arbitration agreement relating to the subject matter of the dispute continues to be valid without a contrary designation.” Section 10 of the United States Federal Arbitration Act Paragraph 5 states that “the award has been revoked, but the time limit for the award under the arbitration agreement is not yet finalized and the court may, at its discretion, direct the arbitrator to Interrogation."
- [7] The refusal to execute the ruling and the revoked ruling are in fact a negative evaluation of the ruling by a court of a country based on statutory reasons. Therefore, we will examine the effectiveness of the arbitral agreement after the refusal and revocation of the ruling.
- [8] See Li Jingwei, “Legal Studies on Arbitration Agreements and Judgments”, China University of Political Science and Law Press, 2000, pp. 36-44.
- [9] Same as the previous note, pp. 34-35.
- [10] See Cui Jianyuan, editor: Contract Law, Law Press, 2nd edition, 2000, p. 1.
- [11] K. H. Schwab, Schiedsgerichtsbarkeit, 3. Aufl., 1979, S. 54; Sun Jinghan: “A general investigation of arbitration contracts”, in the 1991 edition of Arbitration Law (1972-1996). Refer to Self-Note [8], page 37.
- [12] Lu Yanfeng: “Analysis of the Connotation of the Principle of Party Autonomy——Re-discussion on the Principle of Party Autonomy”, Journal of Social Sciences of Jilin University, 1998, No. 1, p. 38.
- [13] See Tan Bing, editor: Research on China's Arbitration System, Law Press, 1995, pp. 247-249.
- [14] Chen Guiming, Li Shichun: The Litigation Contract Theory, in Tsinghua Law Review (Second Series), Tsinghua University Press, 1999, p. 204.
- [15] As some scholars believe, “the arbitration agreement originally reached between the parties has been invalidated because of the arbitral procedure.” See Song Chaowu: “China Arbitration System: Problems and Countermeasures”, Economic Daily Press 2002 Year edition, p. 196. Some scholars believe that "in general, once the ruling is made, the consequences of the arbitral agreement on the dispute will be invalid, and the invalidation of the ruling and the lapse of the arbitration agreement will occur simultaneously." See Zhang Jianhua: "A new theory of arbitration", China Legal Publishing House, 2002, p. 147. Some scholars have summarized it as: "In terms of disputes, once the ruling has been made, the relevant arbitration agreement has been implemented, and the effectiveness of the arbitration agreement has been eliminated. This can be called the one-time implementation principle of the arbitration agreement." Construction: On the Legal System of Re-arbitration, in International Business Law (Vol. 2), Law Press, 2000, p. 529.
- [16] Song Lianbin: “Discussion on the Value Orientation of International Commercial Arbitration”, in the China International Private Law and Comparative Law Annual (Volume 3), Law Press, 2000, p. 154.