

## Meaning and legal effect of Remission under Kosovo Arbitration Law in comparative perspective

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### Abstract

In this work, it will be discussed definition, meaning and legal effect of remission or re-arbitration procedure according to Kosovo Arbitration Law (hereinafter: KAL) comparing with UNCITRAL Model Law (hereinafter: Model Law) and different national arbitration laws. In particular, this paper will review two main points: Firstly, the purpose of remission. Secondly, Remission or re-arbitration objective is to suspend or set aside domestic award. Furthermore, the paper will assess, analyse and interpret KAL provisions of article 36 (4) and compare those to Model Law and other national legislations.

The purpose of this study is to elaborate, examine, analyse, compare and interpret provisions determining meaning, legal effect of remission and identify existing gaps in the KAL.

Article 36 (4) of the KAL which determine re-arbitration differs from article 34 (4) of the Model Law. The difference of remission under the KAL with the Model Law provisions is substantial. Firstly, the first essential distinction is that, according to the KAL, the court ex-officio is empowered to set aside an award whereas according to Model Law, the court has jurisdiction to suspend arbitration proceedings.

Secondly, according to KAL, the court ex-officio may set aside arbitration award after the party has filed a claim, while under Model Law the parties are authorized to request that the proceedings be suspended and the case remit to arbitral tribunal.

In end, it could be concluded that remission provides for the temporary termination of the arbitration procedure in order to give the tribunal time to avoid the deficiencies that would lead to a setting aside an award.

Regarding the legal consequences of a setting aside award and the interest of the parties, the KAL remains silent. Nevertheless, because an award of the arbitral tribunal is set aside by the court, it can be concluded that that according to the KAL provisions, parties decide how the dispute resolution process will proceed.

**Keywords:** arbitration, remission, setting aside, suspend, UNCITRAL Model Law.

### Introduction

The term remission is in use in the common law system. "The concept of remission is relatively new in most civil law countries (Lew, et.al 2003, p.683)". Some legislations instead incorporated the term re-arbitration, *Exempli causa*, Chinese Arbitration Law (hereinafter CHAL) article 61; Albanian draft-law on International Arbitration (hereinafter: ADLIA) article 45 (4). Whereas, "In some jurisdictions this is referred to as a "remand" (Fry, et.al 2012, p.357)".

"Generally, remission is a main remedy in common law jurisdictions; it is of lesser significance in Model Law jurisdictions (Lew, et.al 2003, p.683)". Nevertheless, remission is foreseen in both the Common law system and the Civil law system,

Exempli causa, England Arbitration Act 1996 (hereinafter: AA 1996) section 71 (3); ADLIA article 45 (4); German Code of Civil Procedure (hereinafter: GCCP) section 1059 (4); Kosovo Arbitration Law (hereinafter: KAL) article 36 (4); Croatian Arbitration Law (hereinafter: CAL) article 36 (4); Law on Arbitration in Slovenia (hereinafter: LAS) article 40 (5); SAL article 60; Polish Code of Civil Procedure (hereinafter: PCCP) article 1209 (1); Ukrainian Law on International Commercial Arbitration (hereinafter: ULA) article 34 (4).

“The resumed arbitral proceeding is referred to as a “remission proceeding” and the award issued accordingly as a “remission award” Pietkiewicz et al., 2011, p.122”.

In situations where the state court has sufficient facts to set aside the award based on grounds set forth in accordance with most national legislations, state court has jurisdiction to remit case to the arbitral tribunal. All this with the aim of preserving the award and giving the arbitration tribunal a second chance to improve what the court has assessed that can be improved.

Remission procedure lay down according to KAL. According to article 36 (4) of the KAL, the state court has jurisdictions to resubmit the case to the arbitral tribunal to resume the arbitral proceedings, or to take actions that will eliminate the grounds for setting aside. “Before issuing the order, the court must determine whether the award is defective and, if so, whether the defects are capable of being cured through the remission procedure (Pietkiewicz et al., 2011, p.123)”. The court's assessment of the case and the return of the case to the arbitral tribunal is support for both the tribunal and the parties, and at the same time giving the award the opportunity to live but not to be set aside.

The remission procedure is primarily determined in favour of arbitration, thus an additional opportunity for the award to save. Through remission, the court provides support to the arbitral tribunal, so that the arbitral tribunal given additional opportunity to redress the award made during the arbitration proceedings. In a way the court made efforts to depart and not to set aside the award but to act in the best interest of the both arbitration and the parties too.

“A matter of particular concern is that the local court might find a way to vacate the arbitral award under its local law when a party moves to set aside the award, possibly rendering the process a waste of the parties’ time and resources (Moses, 2008, p.56)”. The award rendered by the arbitral tribunal has the quality of a court decision, so it is a res judicata and the court has the power to set aside it. However, the limits of the state court's jurisdiction limits arbitration legislation as a *lex specialis*.

## **2. Purpose of Remission or Re-arbitration**

“Although the procedure is not known in all legal systems, it should prove useful in that it enables the arbitral tribunal to cure a certain defect and, thereby save the award from being aside by the Court (A/CN.9/264, 1985, p.138)”.

Remission is a process aimed at providing assistance to the arbitral tribunal and the parties involved in the arbitration proceedings. The purpose of the legislator under this provision is not to set aside the arbitral tribunal's award, but to remit or re-arbitrate, so that the arbitral tribunal avoids the obstacles that had the impact of

having the state court annul the award. Thus, the main function of remission is not the setting aside of the award but the temporary suspension by the state court within a fixed period of time and the elimination of grounds that may affect the award to be set aside.

Therefore, even under comparative law, remission is regulated in the same way by Common-law and Civil law legislation. Exempli causa, CAL article 36 (4); LAS article 40 (5); Serbian Arbitration Law (hereinafter: SAL) article 60; PCCP article 1209 (1); ADLIA article 45 (4); Norway Arbitration Law (hereinafter: NAL) article 44 (2); while the national legislation which remission has regulated differently are AA 1996 section 71 (3); CHAL article 61; GCCP section 1059 (4); KAL article 36 (4).

Thus, remission provides for the temporary termination of the arbitration procedure in order to give the tribunal time to avoid the deficiencies that would lead to a setting aside an award.

### **3. Remission and setting aside under Kosovo Arbitration law**

Remission or re-arbitration is determined pursuant to article 36 (4) of the KAL. The remission procedure is a novelty as it has not been regulated under the Kosovo Law of Civil Procedure (hereinafter: KLCP) as a previous law in Kosovo.

The article 36 (4) of the KAL reads as follow:

Based on the content and meaning of article 36 (4) presented above the following essential elements can be derive:

1. The use of the term '**may**' shows that the Court may but has no obligation for the activities to be undertake in connection with the award. However, the provisions of the KAL attributes full discretion to the court to decide in its free conviction to set aside the award (but not suspend an award), and to remit the case to the arbitral tribunal;
2. Once the court has ruled, the arbitral tribunal under article 36 (4) of the KAL has two options:
  - a). to commence the arbitration procedure again;
  - b). decide to eliminate the shortcomings identified by the court by taking precisely the actions found by the court.

However, as a preliminary question concerning the subsequent actions that the arbitral tribunal may take: What about the interest of the parties and the legal consequences of a setting aside award?

The legal consequences of a setting aside award is not sets forth by the KAL provisions. Nevertheless, this issue regulates comparative law; Exempli causa, SAL article 63; After the arbitral tribunal's award is set aside by the court, the whole process returns to zero from the beginning.

This means that if the arbitration procedure returns to zero, then it results that the arbitral tribunal will not be able to carry out the actions set out in the KAL provisions or determined by the parties. This is because not the tribunal, but parties that decide on the subsequent actions of the tribunal after the court's decision is set aside.

"The judgment eliminates the award from legal circulation, but otherwise the fate of the dispute is left to the parties" and "They may start a new arbitral proceedings Pietkiewicz et al., 2011, p.124)". This is because the setting aside of the award does not annul the arbitration agreement. This is also expressly provided for, Exempli causa,

PCCP article 1211. Nevertheless, according to SAL article 63 (2) it is if a new arbitral proceeding between the same parties and in the same contest may be commence only with new arbitration agreement. According to the author (Miljković, 2007, p.127) this legal provision has justification. He further states that through the arbitration agreement, the tribunal is established and resolves the dispute between the parties with the approval of the award, and with the issuance of the award the tribunal becomes the *functus officio*. When the court set aside the arbitral award, "there is no logic to bring proceedings before the authority which ceased to operate (Miljković, 2007, p.127)". The same approach according to the authors (Hwang & Lim, 2015, p.521) who elaborating on article 34 (4) of Model Law states that: "The reference therein to the tribunal resuming proceedings is unambiguous and can only mean the original tribunal who heard the matter".

The KAL remains silent on the rights of the parties after the award is set aside by the court. However, because the award of the arbitral tribunal is set aside by the court, taken into consideration that the dispute between the parties through arbitration is enabled by the parties with an arbitration agreement and the setting aside of the award does not annul the arbitration agreement; it can be concluded that according to the KAL provisions the parties are free to decide: Firstly, initiate the arbitration procedure again from the beginning or; secondly, to entrust to the arbitral tribunal to eliminate the shortcomings identified by the court and to take actions found by the court. The author (Morina, 2015, p.288) highlights the same approach to the rights of the party after the award is set aside by the court.

Thus, after the court's annulment of the award, according to the KAL provisions, it is the parties that decide how the dispute resolution process will proceed.

#### **4. Comparison of KAL provisions and Model Law provisions**

As mentioned above, "If the entire award is set aside, the effect is, in theory anyway, that it ceases to exist and cannot be enforced Mcilwrath & Savage, 2010, p.332". The same approach according to the authors (Blackbaby & Partasides, et al., 2009, p.586). This is also the difference between KAL and Model Law elaborated below. The remission or re-arbitration is determined pursuant to article 36 (4) of the KAL, whereas remission under Model Law is sets forth based on article 34 (4).

This paragraph is somewhat similar to article 34 (4) of Model Law. The distinction between article 34 (4) of the Model Law and article 36 (4) of the KAL is presented below.

The article 34 (4) of the Model Law reads as follow:

The court, when asked to set aside an award, may, where appropriate and ***so requested by a party, suspend*** the setting aside proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitral tribunal's opinion will eliminate the grounds for setting aside

The article 36 (4) of the KAL reads as follow:

*When requested to set aside an arbitral award, the **Court may**, where appropriate, **set aside** the award and resubmit the case to the arbitral tribunal to resume arbitral proceedings or to take such other action as in the arbitral tribunal's opinion will eliminate the grounds for setting aside.*

From the above comparison presented between article 36 (4) of the KAL and article 34 (4) of the Model Law, the difference lies in two aspects:

Firstly, according to KAL, the state court has jurisdiction to set aside award and therefore is used the term "**set aside**", while under the Model Law, the court has jurisdiction temporarily to terminate the arbitration procedure and is used the term "**suspend**".

The first difference between KAL and Model Law in the remission procedure presented in the Table 1.1. Table 1.1 shows that only KAL and GCCP have included the term set aside for the remission procedure, while all other legislation has applied the term suspend.

**Table 1.1: Suspension or setting aside before commencement of remission procedure of an award**

Legislation	Articles	Suspension of an award	Setting aside of an award
Model Law	34 (4)	Suspension	
AA 1996	71 (3)	Suspension	
ADLIA	45 (4)	Suspension	
CAL	36 (4)	Suspension	
CHAL	61	Suspension	
GCCP	1059 (4)		Setting aside of an award
KAL	36 (4)		Setting aside of an award
PCCP	1209 (1)	Suspension	
NAL	44 (2)	Suspension	
SAL	60	Suspension	

**Source: Author**

As can be seen from the elaboration of the legal provisions of KAL and Model Law, the distinction is substantive, and perhaps the reason for using the term set aside in the KAL provisions instead of suspended is the improper meaning of the remission function.

Secondly, according to the KAL, the court ex-officio may set aside arbitration award, after a claim has been filed by the party, while according to Model Law, the parties are requesting that the proceedings be suspended and the case turn back to arbitral tribunal in order to remove the grounds for setting aside of the award.

The second difference between KAL and Model Law in the remission procedure presented below in the Table 1.2.

**Table 1.2: Commencement of remission procedure from court ex-officio or from parties**

Legislation	Articles	Court ex-officio	Request by the parties
Model Law	34 (4)		Request by the parties
ADLIA	45 (4)	Court ex-officio	
CAL	36 (4)		Request by the parties
CHAL	61	Court ex-officio	

GCCP	1059 (4)	Court ex-officio	
KAL	36 (4)	Court ex-officio	
PCCP	1209 (1)		Request by the parties
NAL	44 (2)		Request by the parties
SAL	60		Request by the parties

**Source: Author**

Table 1.2 shows that according to KAL provision, commencement of remission procedure is initiated by the court, while most legislations sets forth that remission procedure is initiated from the parties.

In some jurisdictions, the state court may on its own initiative, after filing a claim for setting aside of the award, decide on remission *Exempli causa*, ADLIA; AA 1996; KAL; GCCP; CHAL. Whereas in some legislations it is stipulated that the remission initiative is taken by the parties, *Exempli causa*, Model Law; CAL; NAL; PCCP; SAL. According to the legislation reviewed in Table 1.2 the state court is not obliged to send the case for remission to the arbitral tribunal, but it is free to rule on the matter. The rest of the KAL provisions is in accordance with Model Law. Neither Model Law nor the KAL set the time limit required for the arbitral tribunal to avoid the defects found by the state court. The assignment of the time limit remains at the discretion of the court.

The arbitral tribunal is obliged to comply with the court deadline set by the state court and to initiate arbitration proceedings in order to eliminate the deficiencies, so as not to set aside the award. The obligation of the arbitral tribunal is a legal obligation as the provisions of article 36 (4) of the KAL are of a mandatory nature.

Thus, the main function of remission is not the setting aside of the award but the temporary suspension imposed by the state court and the elimination of grounds that may affect the award to be set aside.

**5. Model Law Countries**

In accordance with article 34 (4) of the Model Law, remission procedure is regulated in the same manner by the states which have based their domestic laws on the Model Law. Some national laws, although based on Model Law, have regulated the remission procedure differently from Model Law. In Model Law countries, “The power to remit is essentially a means to ‘cure’ award that might otherwise need to be set aside (Blackbaby & Partasides, et al., 2015, p.577)”.

**5.1. Germany**

The Code of Civil Procedure (ZPO) adopted in 1879 and amended in 1998 governs arbitration in Germany. The tenth book of the Code of Civil Procedure contains German Arbitration Law.

The German Code of Civil Procedure based on Model Law. Section 1059 (4) of the GCCP is not in accordance with article 34 (4) of Model Law. Firstly, according to GCCP, the state court has jurisdiction to set aside award, while under the Model Law, the court has jurisdiction to suspend award and remit the case to the arbitral tribunal. Secondly, based on the GCCP, the court ex-officio may set aside arbitration award, after a claim has been raise by the party, while according to Model Law, the parties

may initiate the court proceedings in order to remit the case to arbitral tribunal.

## **5.2. Croatia**

The Law on Arbitration in Croatia based on Model Law and was adopted in 2001.

According to article 36 (4) of the CAL is determined a remission procedure. Provision for suspension of the setting aside procedure and for the duration of the suspension, literally taken from article 36 (4) of the Model Law (Triva & Uzelac, 2007, p.309). Based on the content of article 36 (4) of the CAL and comparison with article 36 (4) of the Model Law it is seen that article 36 (4) of the CAL is fully compliant with article 36 (4) of the Model Law.

## **5.3. Poland**

"The 1964 Code of Civil Procedure is now the main statute regulating arbitration in Poland, Pietkiewicz et al.,2011:27) "Since its enactment, the CCP has been changed multiple times, the major amendment being introduced in 2005" Pietkiewicz et al.,2011, p.27). The part V of the Code of Civil Procedure contains Poland Arbitration Law. The PCCP has foreseen more strict rules regarding remission procedure than the Model Law. According to PCPP article 1209 (1) it is stipulated that court may suspend the setting aside procedure, if so required by a party, in order to give the arbitral tribunal a possibility to eliminate the grounds for setting aside. Article 1209 (1) of the PCPP complies with article 34 (4) of the Model Law.

## **6. Non Model Law countries**

Remission procedure is set forth also under national laws which are not Model Law based. Nevertheless, some countries have not regulated the remission procedure at all.

### **6.1. England**

The Arbitration Act adopted in 1996 governs arbitration in England. The England Arbitration Act is not based on Model Law. However, the England Arbitration Act included the remission procedure according to Section 71 (3) and section 68 (3); According to AA 1996 section 71 (3); it sets forth that court may suspend the setting aside procedure, if so required by a party, in order to give the arbitral tribunal a possibility to eliminate the grounds for setting aside.

Even AA 1996, like most of the national legislations presented in Table 1.1, the court suspended the arbitration proceedings, but did not set aside an award, *Exempli causa*, KAL article 36 (4) and GCCP section 1059 (4).

Thus, according to the authors (Harris, et.al 2007, p.356)"The remission 'Suspends' but does not annul that which is remitted, but that once the second award is published, the first falls away and becomes null (The Court of Appeal in *Huyton SA v, Jakil SpA* [1999] 2 Lloyd's Rep. 83)".

Whereas, according to section 68 point 3 (c) of the AA 1996 "The court may only set aside an award or declare it to be of no effect, in whole or in part, where remission would be inappropriate (Harris, et.al 2007, p.329)"

### **6.2. Albania**

Albanian Code of Civil Procedure no.8116, date 29.3.1996 (hereinafter: ACCP) determines arbitration with particular Chapter. Article 400 to Article 441 regulates

the arbitration process.

"This chapter is repealed by the Law no.122/2013 by transitional provisions and articles 400-441 remain in force until the adoption of a special law on arbitration (Buna, 2015, p.143).

The ACCP sets forth domestic arbitration. According to article 400 and article 427 of the ACCP it may be said that there is domestic arbitration if two conditions are met: 1) the parties are domiciled in Albania 2) the place of arbitration proceedings is located in the territory of Albania which results that the tribunal will apply the Albanian legislation (Brati, 2008, p.430-431).

Further, the ACCP does not regulate the remission procedure. Whereas, ADLI sets forth remission procedure according to article 45 (4) which is fully compliant with article 34 (4) of the Model Law.

### **6.3. Federation Bosnia and Herzegovina**

The Code of Civil Procedure as a special procedure regulates arbitration in the Federation Bosnia and Herzegovina. Arbitration Act adopted in 1992. The Code of Civil Procedure of the Federation Bosnia and Herzegovina is not based on Model Law. Further, the Code of Civil Procedure in the Federation Bosnia and Herzegovina does not regulate the remission procedure.

## **Conclusions**

Remission is a process aimed at providing assistance to the arbitral tribunal and the parties involved in the arbitration proceedings. The purpose of the legislator under this provision is not to set aside the arbitral tribunal's award, but to remit or re-arbitrate, so that the arbitral tribunal avoids the obstacles that had the impact of having the state court annul an award. Thus, the main function of remission is not to set aside of an award but the temporary suspension by the state court within a fixed period of time and the elimination of grounds that may affect the award to be set aside.

The KAL according to article 36 (4) sets forth the remission procedure. Article 36 (4) of the KAL differs from article 34 (4) of the Model Law. The difference of remission under the KAL with the Model Law provisions is substantial.

Firstly, the first essential distinction of the legal provisions of the KAL with respect to the Model Law provisions is that, according to the KAL, the court *ex-officio* is empowered to set aside the award and therefore includes the term "**set aside**". Whereas according to Model Law, the court has jurisdiction to temporarily suspend arbitration proceedings and therefore it is included the term "**suspend**".

When the arbitration proceedings is suspended, the case is remitted to the arbitral tribunal for improvement. In this way, the state court seeks to avoid consequences that could affect for setting aside domestic award. By avoiding eventual defects in the content of the award by the arbitral tribunal, the remission objective is achieving, which is ultimately in the interest of the parties and the arbitration process in general. Secondly, according to KAL, the court *ex-officio* may set aside arbitration award after the party has filed a claim, while under Model Law the parties are authorized to request that the proceedings be suspended and the case remit to arbitral tribunal.

Thus, under the KAL, the parties' request for remission is not taken into account, but the state court may ex officio set aside the award, whereas under Model Law and most of the other legislations presented, the remission procedure is done on the parties' request.

In end, it could be concluded that remission provides for the temporary termination of the arbitration procedure in order to give the tribunal time to avoid the deficiencies that would lead to a setting aside an award.

Regarding the legal consequences of a setting aside award and the interest of the parties, the KAL remains silent. Nevertheless, due to the fact the award of the arbitral tribunal is set aside by the court, taken into consideration that the dispute between the parties through arbitration is enabled by the parties with an arbitration agreement and the setting aside of the award does not annul the arbitration agreement; it can be concluded that according to the KAL provisions the parties are free to decide: Firstly, initiate the arbitration procedure again from the beginning or; secondly, to entrust to the arbitral tribunal to eliminate the shortcomings identified by the court and to take actions found by the court.

Thus, after the court's annulment of the award, according to the KAL provisions, it is the parties that decide how the dispute resolution process will proceed.

## References

- A/CN.9/264, (1985) Analytical commentary on draft text of a model law on international commercial arbitration: report of the Secretary General: Yearbook of the United Nations Commission on International Trade Law, Volume XVI. [Online] Available: [https://www.uncitral.org/pdf/english/yearbooks/yb-1985-e/yb\\_1985\\_e.pdf](https://www.uncitral.org/pdf/english/yearbooks/yb-1985-e/yb_1985_e.pdf)
- BLACKBAY, N. & PARTASIDES, C with REDFERN, A. & Hunter, M. (2009) Redfern and Hunter on International Arbitration. (5th ed.) New York: Oxford University Press Inc.
- BLACKBAY, N. & PARTASIDES, C with REDFERN, A. & Hunter, M. (2015) Redfern and Hunter on International Arbitration. (6th ed.) United Kingdom: Oxford University Press.
- BUNA, Gj. (2015) Kodi i Procedurës Civile. Tiranë: Alb Juris.
- BRATI, A.A (2008) Procedura Civile. Tiranë: Botime Dudaj.
- LEW, D.M.J. & MISTELIS, L.A. & KRÖLL, M.S. (2003) Comparative International Commercial Arbitration. The Hague: Kluwer Law International, BV.
- FRY, J. & GREENBERG, S. & MAZZA, F. (2012) The Secretariat's Guide to ICC Arbitration. The ICC publication.
- HARRIS, B. & PLANTEROSE, R. & TECKS, J. (2007) *The Arbitration Act 1996 A Commentary*. (4th ed.). Oxford: Blackwell publishing, Inc.
- HOLTZMANN, H.M. & NEUHAUS, J.E. (1989) A Guide to the UNCITRAL Model Law on International Commercial Arbitration, Legislative History and Commentary. The Netherlands: Kluwer Law International BV.
- HWANG, M. & LIM, J. (2015) How to draft enforceable Awards under the Model Law (chapter in Practising Virtue- Inside International Arbitration edited by CARON, D.D, & SCHILL, S.W, & SMUTNY, A.C. & TRIANTAFILOU, E.E. The New York: Oxford University Press.
- MCILWRATH, M. & SAVAGE, J. (2010) International Arbitration and mediation- A practical guide. The Netherlands: Kluwer Law International.
- MILJKOVIĆ, M. (2007) Komentar Zakona o Arbitraži, sa primerima sporazuma o arbitraži. Prvo izdanje. Beograd: Poslovni Biro, DOO.

- MORINA, I. (2015) Arbitrazhi dhe Procedura e Arbitrazhit. Prishtinë: Permanent Tribunal Arbitration in Kosovo.
- MOSES, L. MARGARET (2008) The principles and practice of International Commercial Arbitration. The New York: Cambridge University Press.
- PIETKIEWICZ, P., BIELARCZYK, P., LEWANDOWSKI, P., ASLANOWICZ, M., OLECHOWSKI, M., TUJAKOWSKA, A., KRUŻEWSKI, B., SZPARA, J., MOREK, R., SADOWSKI, W., HARTUNG, M. & ŚWIĄTKOWSKI, M. (2011) Arbitration in Poland. Warszawa: Sąd Arbtrazowy przy Krajowej Izbie Gospodarczej.
- TRIVA, S. & UZELAC, A. (2007) Croatia Arbitration Law. Zagreb: Zagreb University.
- UNCITRAL Model Law of the United Nations 1985 as amended in 2006.
- England Arbitration Act 1996.
- Albanian Code of Civil Procedure.
- Albanian Draft Law on International Arbitration.
- Croatian Arbitration Law.
- Chinese Arbitration Law.
- German Code of Civil Procedure.
- Kosovo Arbitration Law.
- Kosovo Law of Civil Procedure.
- Law of Arbitration in Slovenia.
- Norway Arbitration Law.
- Poland Civil Procedure Law.
- Serbian Law of Arbitration.
- Ukrainian Law on Arbitration.

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