

Grounds for setting aside award under Kosovo Arbitration Law in comparative perspective

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Abstract

This paper is concerned with the grounds for setting aside award according to Kosovo Arbitration Law (hereinafter: KAL) comparing with UNCITRAL Model Law (hereinafter: Model Law).

In particular, this paper will review only the grounds for setting aside award under the KAL that differ in relation to the Model Law. Further, the paper will assess, analyze and interpret KAL provisions of article 36 and compare with article 34 of the Model Law. Furthermore, the KAL provisions will be comparing with the legislations of the Model Law countries and non-Model Law countries with respect to the grounds for setting aside award.

The purpose of this study is to explain, examine, analyze, interpret and compare provisions that stipulate grounds for setting aside award according to KAL and identify existing difference in the KAL with Model Law.

The differences between article 36 of the KAL and article 34 of the Model Law reads as follow:

- a) Title of article 36 of the KAL;
- b) Obligation of Court;
- c) Excess by arbitrator of his authority;
- d) Defects in both composition of arbitral tribunal and arbitral procedure;
- e) Arbitrability;
- f) Time limitations for setting aside award;
- g) Remission procedure;

It can be concluded that grounds for setting aside award according to Kosovo Arbitration Law are partially compliant to the grounds for setting aside award based on the Model Law.

Keywords: arbitration, grounds for setting aside award, difference, Kosovo Arbitration Law, UNCITRAL Model Law.

Introduction

The grounds for setting aside award under the KAL are determined in accordance with article 36. The grounds for setting aside award according to KAL listed and other grounds for setting aside an award should not be considering by the state court. "Empirical studies and anecdotal evidence indicates that the percentage of voluntary compliance with arbitral awards exceeds 90% of international cases (Born, 2009, p.2327)". Nevertheless, in practice there are cases when the dissatisfied party for various reasons does not voluntarily apply the award.

Pursuant to article 36 paragraph 2 (a) the award cancellation initiative belongs to the aggrieved party who make a claim in the court to set aside award. Whereas under article 36 paragraph 2 (b) the court ex officio has the duty to ascertain arbitrability and whether the award is contrary to public order.

The first set of grounds that initiate the setting aside procedure at the initiative of the parties determined by the KAL, vary with the Model Law, while the second set of grounds are identical to Model Law provisions.

The KAL grounds for setting aside an arbitration award determined based on article 36 while grounds for setting aside an arbitration award according to Model Law are determined according to article 34. Grounds for setting aside determined by KAL with minor differences are almost identical to the grounds set out in Model Law.

Identified differences between KAL and Model Law regarding grounds for setting aside an arbitration award reads as follow:

- a) Title of article 36 of the KAL;
- b) Obligation of Court (article 36 (2) of the KAL);
- c) Excess by arbitrator of his authority (article 36.2 (a) (iv) of the KAL);
- d) Defects in composition of arbitral tribunal and defects on arbitral procedure (article 36.2 (a) (v) of the KAL);
- e) Arbitrability (article 36.2 (b) (i) of the KAL);
- f) Time limitations for setting aside award (article 36 (3) of the KAL);
- g) Remission procedure (article 36 (4) of the KAL).

2. Purpose of grounds for setting aside award

Article 36 of KAL that determine grounds for setting aside award are mandatory. According to the authors (Knežević & Pavić, 2013, p.164) in almost all jurisdictions, the provisions for setting aside award are *jus cogens*.

“Under most arbitration laws, the only grounds for setting aside an award will be quite narrow, such as a defect in the procedure, or an assistance where the arbitrators exceeded their powers and decided an issue that not was before them (Moses, 2008, p.3)”. Thus, the legal provisions of the KAL similarly provide it. The same approach also under the UNCITRAL Commission that proposes to states not to review an award for substantive defects (Mëneri, 2012, p.92).

Grounds for setting aside award defined by the KAL listed, whereby the domestic award cannot be setting aside for substantive defects but only for procedural defects. The same approach according to the author (Morina, 2015, p.272) the grounds set out in article 36 (2) are of numerous clauses and only for these reasons can the award be set aside.

The same approach under case law, *Exempli causa*, “In the case *Bayview Irrigation District 11 v. The United Mexican States*, The High Court of Justice of Ontario states that: “Article 34 of the Model Law sets out the grounds/conditions on the basis of which a state court may set aside an arbitration award (Tafaj&Çinari, 2015, p.302-303)”.

Thus, the purpose of determining the grounds under the KAL is that the circle of grounds for setting aside the award be included in a law; that these reasons be limited so there are no other reasons for the court to set aside an award.

3. Comparison of grounds for setting aside award of Kosovo Arbitration Law and UNCITRAL Model Law

“The most invasive form of state court intervention in the arbitration process is represented by an action to set aside an arbitral award (Pietkiewicz et al., 2011, p.111)”. The article 36 of the KAL that laid down the grounds for setting aside domestic award is almost identical to the grounds for setting aside award set forth in article 34 of the Model Law with some differences explained through this paper. “All national arbitration laws and international instruments regulating arbitration contain certain provisions for the challenge of awards (Lew, et al., 2003, p.628)”.

According to the authors (Holtzmann & Neuhaus, 1989, p.911), one of the most delicate issues in Model Law has been grounds for setting aside or determining “the standards against which courts of the Model Law State are to judge the arbitral award”.

The Kosovo Law of Civil Procedure (hereinafter: KLCP), as the previous arbitration law in Kosovo, was not based on Model Law, so the grounds for setting aside an award were also not based on Model Law. Table 1.1 will show the level of compliance and the existing differences between the legal provisions of article 36 of the KAL and the provisions of article 34 of the Model Law regarding grounds for setting aside award.

Table 1.1: The level of compliance of the grounds for setting aside award between KAL article 36, and Model Law article 34

Model Law	KAL	Level of compliance	Comments
Article 34 Title	Article 36 Title	non-compliant	
Article 34.1	Article 36.1	fully compliant	
Article 34.2 (a) (i)	Article 36.2 (a) (i)	fully compliant	
Article 34.2 (a) (ii)	Article 36.2 (a) (ii) Article 36.2 (a) (iii)	fully compliant	
Article 34.2 (a) (iii)	Article 36.2 (a) (iv)	partially compliant	
Article 34.2 (a) (iv)	Article 36.2 (a) (v)	fully compliant	KAL-more strict rule
Article 34.2 (b) (i)	Article 36.2 (b) (i)	partially compliant	
Article 34.2 (b) (ii)	Article 36.2 (b) (ii)	fully compliant	
Article 34.3	Article 36.3	partially compliant	ML-more strict rule
Article 34.4	Article 36.4	partially compliant	

Source: Author

As can be seen from Table 1.1, most of the provisions of article 36 of the KAL are fully aligned with article 34 of the Model Law. Moreover, Table 1.1 shows that KAL provisions that laid down grounds for setting aside award based on grounds for setting aside award stipulated in article 34 of the Model Law.

The above comparison of the provisions of the KAL and the provisions of the Model Law shows that the title of article 36 of the KAL is not in accordance with the title

of article 34 of the Model Law. A legal provision is only partially compliant with the Model Law and a legal provision of the KAL imposes stricter rules than the Model Law. All other KAL provisions that sets forth grounds for setting aside award are in full compliance with the Model Law provisions.

The differences between article 36 of the KAL and article 34 of the Model Law will be explain below.

3.1. The title of article 36 of the Kosovo Arbitration Law

The title of article 36 of the KAL does not comply with title of article 34 of Model Law. According to the standards of drafting, legislation in Kosovo determined based on article 7 of the Administrative Instruction No.03/2013 On standards for the drafting of normative acts, *"It is recommended that the description of the title be short and comprehensive so that the act reflects the content of the provisions"*.

This rule mention above should similarly apply to the headings of the title of the article in relation to the content of the particular article. However, the content of the article is more important than the title of the article. This is because, even on the basis of Model Law's drafting history, *"Article heading are for reference purposes only and are not to be used for purposes of interpretation (A/CN.9/264, 1985, p.5)"*. The same approach also according to the authors (Triva & Uzelac, 2007, p.390).

Nevertheless, Model Law since the title of article 34 laid down that the application for setting aside is only exclusive recourse against the arbitral award, while the KAL has not expressly addressed this issue either in the title of article 36 or in its content. According to comparative law, Exempli causa, Croatian Arbitration Law (hereinafter: CAL) under article 36 (1) provides that the application is the only legal tool on court jurisdiction.

In addition to CAL, the Model Law route also follows Albanian draft-law on international arbitration (hereinafter: ADLIA) under article 45 and German Code of Civil Procedure (hereinafter: GCCP) according to section 1059; while the Albanian Code of Civil Procedure (hereinafter: ACCP) does not regulate this issue expressly.

3.2. Obligation of Court under article 36 (2) of the Kosovo Arbitration Law

The second difference between article 36 of KAL and article 34 of the Model Law is Courts discretion to set aside the award. Difference between KAL and Model Law provisions is present below.

Article 34 (2) of the Model Law reads as follow:

An arbitral award *may* be set aside by the court specified in article 6 only if [.....]

Article 36 (2) of the KAL reads as follows:

An arbitral award shall be set aside by the Court only if [.....]

As can be seen from the above illustration the difference lies in the use of the term "shall" in the KAL instead of the term "may" in Model Law. The term "may" used by Model Law is more appropriate than the term "shall" used by KAL since this paragraph should not be binding to the court. This is due to the fact that court should have the discretion to set aside the award, only if the claimant argues the existence of causes (Triva & Uzelac, 2007, p.288)". Therefore, the burden of proof falls on the claimant. According to comparative law, the national laws that have included the

term may, *Exempli causa*, Croatian Arbitration Law (hereinafter: CAL) article 36 (2); GCCP section 1059 (2); Law of Arbitration in Slovenia (hereinafter: LAS) article 40 (2); Ukrainian Law on International Commercial Arbitration (hereinafter: ULA) article 34 (2).

3.3. Excess by arbitrator of his authority

Based on KAL provisions, procedural discretion of arbitral tribunal is lay down according to article 16 (4). According to the KAL, the arbitral tribunal has the jurisdiction to determine its own rules of procedure for the organization and conduct of arbitration proceedings if two conditions met. Firstly, if the parties to the contest have not specified by their arbitration agreement the rules for conducting arbitration proceedings and Secondly, in the absence of default provisions of the KAL.

From the foregoing, it follows that initially the boundaries of the jurisdiction of the tribunal are determined by agreement between the parties and later by the legal provisions of the KAL.

Arbitration agreement is paramount, since as the parties have the right to determine the jurisdiction of the tribunal, the parties may themselves decide by agreement to terminate the tribunal's mandate. Thus, according to the KAL, the application of procedural and substantive law by the arbitral tribunal depends on the arbitration agreement of the parties and the legal provisions of the KAL.

This kind of grounds is when arbitral tribunal decides based on its jurisdiction, but exceeds its competence dealing with issues not submitted to it (Blackbaby &Partasides, et al., 2015, p.584). *Exempli causa*, "The Paris Cour d'Appel found that a tribunal exceeded its mission by awarding a party damages in an amount that significantly exceeded the damages claimed (Paris Lapeyre v Sauvage [2001] Rev Arb 806, n. Derains (Blackbaby &Partasides, et al., 2015, p.584). Another example is Decision of the US Court of Appeals in the case 'Iran v. Gould' where "The court has stated that the arbitrators do not exceed their powers if the plaintiffs impose what they have requested on the basis of legal facts, which are different from those required on by the plaintiff (Triva & Uzelac, 2007, p.294)".

Excess by arbitrator of his authority as a ground to set aside award is determined pursuant to article 36.2 (a) (iv) of the KAL, whereas Model Law this issue sets forth based on article 34.2 (a) (iii).

Article 34.2 (a) (iii) of the Model Law reads as follow:

The award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the award which contains decisions on matters not submitted to arbitration may be set aside;

Article 36.2 (a) (iv) of the KAL reads as follow:

The award deals with an issue not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be enforced.

As we see from the above comparison, article 36.2 (a) (iv) of the KAL is fully compliant to article 34.2 (a) (iii) of Model Law with the exceptions of the last sentence, where according to KAL is included the term "*on matters submitted to arbitration may be enforced*". While under the Model Law is included the sentence "*on matters not submitted to arbitration may be set aside*". The sentence used in the KAL is inadequate and has nothing to do with the content of the paragraph. However, this paragraph should be in accordance with Model Law, as we are dealing with grounds for challenge and setting aside part of the award for matters not submitted to arbitration.

Under comparative law, this issue is sets forth *Exempli causa*, CAL article 36 (2) (d); ADLIA article 42.2 (a) (iii); GCCP section 1059.2 (1) (c); Serbian Arbitration Law (hereinafter: SAL) article 58.1 (3); LAS article 40.2 (1) (3).

3.4. Defects in composition of arbitral tribunal and defects on arbitral procedure

The State court will set aside the arbitral tribunal's award if the composition of the tribunal, the arbitration procedure or the arbitration agreement has not been in accordance with the legal provisions of the KAL. However, in this KAL legal provision there is difference compared to Model Law provisions.

This is because the defects mentioned above will be consider by the state court only under the condition that those defects had an impact on the arbitral award.

Argumentum a contrario, if the court finds that the defect in the composition of the tribunal was not decisive and had no effect on the award, then the court would not set aside the award issued by the arbitral tribunal. This legal provision of the KAL is a novelty; as such, a legal provision is not been foreseen by the KLCP. This condition contained in KAL is not included in Model Law either.

A comparison of the provisions of Model Law and KAL and the difference between them is presenting below.

Model Law article 34.2 (a), (iv) reads as follow:

The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Law from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Law.

KAL article 36 (2) (a) (v) reads as follow:

The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the provisions of this Law or a valid arbitration agreement, under the condition that such defect had an impact on the arbitral award;

As can be seen from the above comparison, KAL has set strict rules regarding setting aside award as opposed to Model Law. Unlike Model Law, this issue is also regulated by CAL article 36.1 (1) (e); Norway Arbitration Law (hereinafter: NAL) article 43 (e); Polish Code of Civil Procedure (hereinafter: PCCP) article 1206 paragraph 1, sub-paragraph 4. According to the PCCP, only breach of the fundamental rules of arbitration procedure may be consider as grounds for setting aside the award.

"This general term reflects a belief that not every violation of statutory or agreed procedure is serious enough to warrant setting aside the award (Pietkiewicz et al., 2011, p.118)". Such a rule of law goes in favor of arbitration.

3.5. Arbitrability

Arbitrability as a ground for setting aside award is laid down according to article 36.2 (b) (i) of the KAL, whereas arbitrability based on Model Law is determined based on article 34.2 (b) (i).

Article 34.2 (b) (i) of the Model Law reads as follows:

The subject-matter of the dispute is not capable of settlement by arbitration under the law of this State.

Article 36.2 (b) (i) of the KAL reads as follows:

Arbitration is prohibited by law.

As can be seen from the above comparison, article 36.2 (b) (i) of the KAL is partially compliant with article 34.2 (b) (i) of the Model Law.

Article 36.2 (b) (i) of the KAL prohibits the parties from concluding an arbitration agreement only on matters which are expressly prohibited by law. Further, not always the legal provisions prohibit parties to settle disputes between them by agreement. The prohibition by law of entering into an arbitration agreement by the parties implies non-compliance with either mandatory or imperative provisions.

Furthermore, the prohibition of the parties to conclude an arbitration agreement may also be made in cases where the state court is granted exclusive jurisdiction to a particular matter. In this case, the parties have no right to conclude an arbitration agreement. *Exempli causa*, SAL article 5.

Under comparative law, arbitrability is laid down based on rights which parties may freely dispose, *Exempli causa*, CAL article 3; SAL article 5; KLCP article 511; or claims involving economic interest e.g., GCCP section 1030; or claims involving pecuniary interest e.g., SAL article 5; or claims involving both economic and pecuniary interest e.g., KAL article 5.

From the foregoing, it could be considered that the law provision of article 36.2 (b) (i) of the KAL is inadequate, since arbitrability is not only prohibited by law, but arbitrability is also prohibited in cases where the court is granted exclusive jurisdiction on a matter.

3.6. Time limits for challenge award under Kosovo Arbitration Law

“The purpose of time limits is to ensure that the case is dealt with speedily (Blackbaby & Partasides, et al., 2009, p.557)”.

National countries that have harmonized their legislation with Model Law, usually set a time limit of three (3) months, *Exempli causa*, ADLIA article 45 (3); CAL article 36 (3); LAS article 40 (3); GCCP section 1059 (3); SAL article 59; while according to ACCP time limits is 30 days from the time of the announcement of the decision (Brati, 2008, p.430).

The time limit for setting aside arbitration award is 90 days under the KAL under article 36 (3), while under Model Law this term is three months.

Article 34 (3) of the Model Law reads as follows:

An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the award or, if [.....]

Article 36 (3) of the KAL reads as follows:

Unless the parties have agreed otherwise, a request for setting aside an arbitral award shall be submitted to the Court not later than ninety days after the award was received by the respective party.

Based on the above comparison, it is that this provision of the KAL is inconsistent with Model Law in two directions. Firstly, because according to KAL the limitation for setting aside arbitration award is 90 days and not three months. According to the author (Morina, 2015, p.287) "The legislator paradoxically sets the deadline of "90 days". It would be straightforward to set a deadline of 3 (months)". Nonetheless, this distinction between the KAL legal provisions and the Model Law is not substantive. What distinguishes the provisions of article 36 (3) of the KAL from the provisions of article 34 (3) of the Model Law is that the legal provisions of the KAL are not mandatory and allows the parties to agree on time limitations.

The question that arises for discussion regarding time limits for challenge an award reads as follows: What happens if the deadline for challenge an award expires? According to the author (Blackbaby & Partasides, et al., 2015, p.572), the court in the case 'Terna Bahrain vs Bin Kamil (2012) EWHC 3283 refused to review application because it is submitted after the deadline sets forth by law.

According to the KAL, if the arbitral tribunal fails to issue an award within the time specified by law or the arbitration agreement, then the arbitral tribunal violates the legal provisions of article 36.2 (a) (v). In this case, the court shall not review an application, with the justification that the claim was filed after the expiry of the law deadline or if the parties have otherwise agreed based on arbitration agreement.

Moreover, some countries time limitations have made it shorter, Exempti causa, Switzerland, England. "In Switzerland, the deadline is shorter; the application to set the award aside must be made within thirty days of notification of the award (Mcilwrath & Savage, 2010, p.332)".

While under England Arbitration Act 1996 (hereinafter: AA 1996), time limitations are shorter, the parties are entitled to extend the 28-day time limit set by section 70 (3) based on section 80 (5).

3.7. Remission or re-arbitration under Kosovo Arbitration Law

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.

So, 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.

Thus, according to the authors (Harris, et.al 2007, p.356)"the remission 'suspend' 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)".

Remission or re-arbitration is determined pursuant to article 36 paragraph 4 of

the KAL. 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.

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.....

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.....

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".

Secondly, based on 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.

Conclusions

The article 36 of the KAL sets forth the grounds for setting aside domestic award that are almost identical to the grounds for setting aside award set forth in article 34 of the Model Law with some differences explained through this paper. The grounds listed and other grounds for setting aside an award should not be consider by the state court. The differences between article 36 of KAL and article 34 of the Model Law reads as follow:

- a) Title of article 36 of the KAL;
- b) Obligation of Court (article 36 (2) of the KAL);
- c) Excess by arbitrator of his authority (article 36.2 (a) (iv) of the KAL);
- d) Defects in composition of arbitral tribunal and defects on arbitral procedure (article 36.2 (a) (v) of the KAL);
- e) Arbitrability (Article 36.2 (b) (i) of the KAL);
- f) Time limitations for setting aside award (article 36 (3) of the KAL);
- g) Remission procedure (article 36 (4) of the KAL).

First difference between KAL provisions with those of Model Law is in the title of the article 36 of the Kosovo Arbitration Law. The title of article 36 of the KAL does not comply with title of article 34 of Model Law. Nevertheless, Model Law since the title of article 34 laid down that the application for setting aside is only exclusive recourse against the arbitral award, while the KAL has not expressly addressed this issue either in the title of article 36 or in its content.

Second difference between the KAL and Model Law provisions is the court's discretion

to set aside the award. The difference between the KAL and Model Law provisions lies in the use of the term "shall" in the KAL instead of the term "may" in Model Law. The term "may" used by Model Law is more appropriate than the term "shall" used by KAL since this paragraph should not be binding to the court, but the court should have the discretion to decide whether to set aside the award.

Third difference between KAL and Model Law is article 36.2 (a) (iv) of the KAL. Article 36.2 (a) (iv) of the KAL is fully compliant to article 34.2 (a) (iii) of Model Law with the exceptions of the last sentence, where according to KAL is included the term "*on matters submitted to arbitration may be enforced*". ", while under the Model Law is included the sentence "*on matters not submitted to arbitration may be set aside*".

The sentence used in the KAL is inadequate and has nothing to do with the content of the paragraph. However, this paragraph should be in accordance with Model Law, as we are dealing with grounds for challenge and setting aside part of the award for matters not submitted to arbitration.

Fourth difference between KAL and Model Law is article 36.2 (a) (v) of the KAL. Article 36.2 (a) (v) of the KAL laid down a ground for setting aside award if the composition of the tribunal, the arbitral proceedings or the arbitration agreement has not been in accordance with the KAL.

This sentence fully complies with Model Law article 34.2 (a) (iv). Further, the KAL, sets forth a strict rule for setting aside award then the Model Law.

According to the KAL, the court shall set aside award for grounds laid down in article 36.2 (a) (v) only under condition that those defects had an impact on the arbitral award. This sentence is not included in Model Law article 34.2 (a) (iv).

Fifth difference between KAL and Model Law is arbitrability. Arbitrability under KAL laid down according to article 36.2 (b) (i) of the KAL, whereas based on Model Law is determined based on article 34.2 (b) (i). Article 36.2 (b) (i) of the KAL which set out arbitrability is partially compliant to article 34.2 (b) (i) of the Model Law. It could be considered that the law provision of article 36.2 (b) (i) of the KAL is inadequate, since arbitrability is not only prohibited by law, but arbitrability is also prohibited in cases where the court is granted exclusive jurisdiction on a matter.

Sixth difference between KAL and Model Law is time limitations for setting aside award. Time limitations for setting aside award according to KAL is regulated based on article 36 (3) while according to Model Law with article 34 (3).

Article 36 (3) of the KAL is not in compliance with article 34 (3) of the Model Law for two reasons: First, according to KAL the limitation for setting aside arbitration award is 90 days, while based on Model Law the time limitation is three months.

Secondly, the provisions of article 36 (3) of the KAL are not mandatory, while the provisions of article 34 (3) of the Model Law are mandatory.

Seventh difference between KAL and Model Law is reflected in remission procedure. 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 for two reasons: First, based on KAL, court may initiate remission procedure if find it appropriate, while according to Model Law, the parties has the right to request to the court, in order to initiate the remission procedure.

Secondly, according to KAL, the state court has jurisdiction to set aside award and

therefore is included the term "set aside", while under the Model Law, the court has jurisdiction temporarily to terminate the arbitration procedure and therefore is included the term "suspend".

It can be concluded that grounds for setting aside domestic award according to article 36 of the Kosovo Arbitration Law are partially compliant to the grounds for setting aside award set forth in article 34 of the Model Law.

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Law of Arbitration in Slovenia.
Norway Arbitration Law.
Polish Civil Procedure Law.
Serbian Law of Arbitration.
Ukrainian Law on Arbitration.