Fast Track Procedures: A New Trend in Institutional Arbitration

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Introduction

The entry into force of the highly anticipated International Chamber of Commerce (ICC) Expedited Procedure Provisions on 1 March 2017 has been one of the latest issues to spark debate within the international arbitration community. After recent widespread interest in issues such as third party funding, emergency arbitrators and a potential appeal mechanism, fast track arbitration is now receiving close attention from both practitioners and arbitral institutions.

The current sophistication and emergence of formalism in arbitration can sometimes significantly hamper arbitral proceedings. For this reason, the need for quick and effective awards may be taking modern arbitration back to its roots given that, historically, decisions on disputes between merchants would typically be rendered within a very short space of time.[1]

If the deadlines for the arbitral proceedings are extremely strict it is commonly referred to as a fast track arbitration.[2] However, as we will go on to analyse in this article, expedited proceedings are not merely accelerated

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1 Nigel Blackaby, Constantine Partasides, et al, *Redfern and Hunter on International Arbitration* (6th edn, Kluwer Law International, 2015) 6.26, 361.

2 Gaillard and Sauvage (eds), *Fouchard Gaillard Goldman on International Commercial Arbitration* (Kluwer Law International, 1999) 1248, 681.

procedures given that they involve, *inter alia*, certain complex issues regarding party autonomy, due process and public policy.

This interest in fast track arbitration is reflected in the 2015 Queen Mary International Dispute Resolution Survey (the 'Queen Mary Survey').[3] Cost (68 per cent) and lack of speed (36 per cent) were both ranked by respondents to the Queen Mary Survey as among the worst characteristics of international arbitration.

To find out how these issues might be dealt with, the Queen Mary Survey scrutinised the predisposition of the users towards simplified procedures as a way of addressing time and cost issues. In particular, respondents were asked whether they would favour including simplified procedures for claims under a certain value in institutional rules. Some 92 per cent of respondents wanted simplified procedures to be included in institutional rules: 33 per cent opted for it to be included as a mandatory feature and 59 per cent preferred it to be an optional feature.

The aim of this article is to compare the expedited procedures available for international users of institutional arbitration. However, we will firstly analyse the precedents and grounds for using fast track arbitration.

Grounds for using fast track arbitration and its precedents

Fast track arbitrations are nothing new. The first major international institution to use an expedited procedure was the World Intellectual Property Organization (WIPO), which included a section entitled 'WIPO Expedited Arbitration Rules' in its rules booklet in 1994. The most noteworthy innovation introduced by these rules was the provision that the statement of claim and defence must accompany (and not be filed later and separately from) the request for arbitration and the answer to the request.

In fact, while the ICC decided not to include any rules specifically addressing fast track procedures until this year, Article 38 (now Article 39 as of 1 March 2017) of its Arbitration Rules already provided for the possibility of accelerating ordinary proceedings if the parties agreed to it and if the arbitral tribunal deemed it appropriate. The new 'Expedited Procedure Provisions', set out in Article 30 and Appendix VI of the ICC Arbitration Rules, provide a brand new, comprehensive and detailed fast track arbitration procedure.

Before the entry into force of the Expedited Procedure Provisions, the ICC had the opportunity to administrate what could be called fast track arbitrations. In this regard, authors usually cite the well-known *Formula One* case and the *Panhandle* case as examples.

3 2015 International Arbitration Survey: Improvements and Innovations in International Arbitration (Queen Mary University of London and White & Case).

In the *Formula One* case,[4] the request for arbitration with the ICC was filed by the claimant between Christmas Day and New Year's Eve. A three-member arbitral tribunal was appointed on New Year's Day. The parties exchanged submissions within seven-day periods and the arbitral tribunal sent its draft award to the ICC's Court for scrutiny within 48 hours of the hearing. The parties were notified of the final award on the last day of January. The arbitral proceeding was concluded within approximately one month.

In the *Panhandle* case,[5] within the framework of a long-term gas supply contract between Canada and the United States, the parties had stipulated that, in the event of a dispute, certain issues concerning how to determine the price should be resolved by an ICC arbitral tribunal within two months of the request for arbitration. Ultimately, the parties agreed to extend the time limit by one week and the final award was handed down nine weeks after the submission of the request for arbitration.

Some authors[6] have rightly pointed out that these two cases would appear to demonstrate that it is possible to conduct fast track arbitration efficiently without detailed rules for expedited procedures. However, it should be noted that in both cases the parties and arbitrators were completely in favour of the fast resolution of the dispute. The issue here is whether the same outcome would have occurred if either of the parties or the arbitral tribunal had decided not to cooperate in accelerating the proceedings.

It is abundantly clear that the willingness and close cooperation of all the participants is required in order to have an accelerated procedure. Unfortunately, for most disputes, the parties are usually unwilling to cooperate because: (1) they are not aware of the complexity of their future dispute at the time they agree on arbitration;[7] or (2) after the dispute has arisen, it is in one of the parties' interests to delay the proceedings as much as possible.

In order to tackle this problem, most major arbitral institutions have adopted special rules for expedited procedures. In this regard, the ICC, the International Centre for Dispute Resolution (ICDR), the Hong Kong International Arbitration Centre (HKIAC), the Singapore International Arbitration Centre (SIAC) and the Arbitration Institute of

4 ICC case No 1021/AER in *Redfern and Hunter on International Arbitration*, n1 above, 6.34, 363.

5 See n2 above, 1248.

6 Irene Welser and Christian Klausegger, 'Fast Track Arbitration: Just fast or something different?' (2009) Austrian Arbitration Yearbook 2009, 259–279.

7 Lucja Nowak and Nata Ghibradze, 'The ICC Expedited Procedure Rules – Strengthening the Court's Powers' (Kluwer Arbitration Blog) http://kluwerarbitrationblog.com/2016/12/13/reserved-for-13-december-the-icc-expedited-procedure-rules-strengthening-the-courts-powers/ accessed 10 April 2017.

the Stockholm Chamber of Commerce (SCC) have amended their rules to include fast track arbitration. While this article focuses on the above-mentioned institutions, references to the rules of other institutions may be made where relevant.[8]

The London Court of International Arbitration (LCIA), which is the only major institution that has not adopted such rules, at least provides a mechanism for the expedited formation of the arbitral tribunal under Article 9(A) of its rules. Regarding this point, the question is obvious: why is the LCIA reluctant to adopt specific rules for fast-track arbitration? The institution itself answers the question on its webpage:[9]

> 'Whilst there are no separate rules for fast track arbitration, the LCIA Arbitration Rules may be readily adapted to achieve an expedited process. Should the parties wish to provide, in their contract, for fast-track arbitration, the LCIA will provide recommended clauses for this purpose'.

This argument also explains the ICC's previous stance of not including any rules specifically dedicated to fast track procedures.[10] However, as we have seen, this approach does not solve the problem that arises when a party is unwilling to agree on fast track arbitration despite it being the most suitable procedure for the resolution of its dispute.

Scope of application: elective or automatic? The threshold for fast track arbitration

With regard to the scope of application of the expedited procedure rules provided by the different arbitral institutions, they can be classified in two major groups: (1) those in which the application of the expedited procedure is automatic; and (2) those in which the application of the expedited procedure is elective.[11]

The best example of automatic applicability of fast track arbitration can be found in the new Article 30 of the ICC Arbitration Rules. According to this provision, the expedited procedure rules shall automatically apply if the amount in dispute does not exceed US$2m.

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8 Other reputable arbitral institutions that have adopted specific rules for expedited procedures are, *inter alia*, the World Intellectual Property Organization (WIPO); the Japan Commercial Arbitration Association (JCAA); the German Institution of Arbitration (DIS); and the Court of Arbitration of Madrid (CAM).

9 Frequently Asked Questions (LCIA): www.lcia.org/Frequently_Asked_Questions.aspx accessed 10 April 2017.

10 Rudolf Fiebinger and Christian Gregorich, 'Arbitration on Acid' (2008) Austrian Arbitration Yearbook 2008, 237–254.

11 *Ibid*, 238–241.

This does not mean that the parties cannot opt out of the Expedited Procedure Provisions in their arbitration agreement, or even once the dispute has arisen. In fact, the Expedited Procedure Provisions will not apply if the Court of the ICC, upon the request of a party, before the constitution of the arbitral tribunal, or on its own motion, determines that in the circumstances it is inappropriate to apply them.

Similarly, Article 1(4) of the ICDR International Arbitration Rules automatically refers claims under US$250,000 to fast track arbitration, unless the parties agree or the ICDR determines otherwise. Additionally, the parties may also agree to use the international expedited procedures in other cases.

The previous HKIAC Administered Arbitration Rules provided for an automatic application of the expedited procedure when the amount in dispute did not exceed a certain threshold. However, in 2013, the HKIAC amended its rules in order to make fast track arbitration elective rather than automatic, raising the monetary threshold – the traditional condition of application – from US$250,000 to HK$25m (over US$3m) at the same time.

Other institutions like the SIAC and the SCC also opted for an elective application of fast track arbitration. However, there are also significant differences between these institutions.

The SIAC arbitration rules are very similar to those of the HKIAC. In summary, prior to the constitution of the arbitral tribunal, a party may apply for the arbitration to be conducted under the expedited procedure rule when: (1) the amount in dispute does not exceed a certain threshold: S$6m (over US4m); (2) the parties agree to it; and (3) cases of exceptional urgency are involved.

However, in the SCC, fast track arbitration only applies if both parties consent to its application, regardless of the value of the dispute or any other circumstance. This narrower scope of application (unlike the HKIAC and the SIAC, the parties' agreement is always needed in the SCC) does not seem to have reduced the number of fast track arbitrations. In fact, according to the SCC's statistics for 2016, 28 per cent of the caseload was administered under the Rules for Expedited Arbitrations,[12] while the HKIAC only administered seven of 271 expedited arbitrations (2.6 per cent) in 2015.[13]

With regard to the different thresholds set by institutions, the results of the Queen Mary Survey are enlightening. As for the dispute value threshold at which expedited procedures would be suitable, at least 94 per cent of respondents believe that disputes exceeding US$1m should fall outside the

12 SCC Statistics 2016: www.sccinstitute.com/statistics/ accessed 10 April 2017.

13 2015 Case Statistics: www.hkiac.org/about-us/statistics accessed 10 April 2017.

provision, and a significant number feel that the threshold value should be even lower (32 per cent set the threshold value at US$500,000 and 22 per cent at US$100,000).

A few respondents remarked that the cut-off value should be whatever the parties agree on rather than an institutionally determined default. In the same vein, some respondents who did not favour fast track proceedings cautioned that the value of a dispute does not necessarily correlate with its complexity.

In answer to a follow-up question, only 11 per cent of respondents indicated that the majority of their disputes were each valued at under US$1m. For 61 per cent of respondents, less than ten per cent of their disputes would fall under this suggested threshold. Nonetheless, the Queen Mary Survey reveals that the overwhelming majority of respondents would like the option of expedited procedures to be made available.

As we have seen, the parties have the opportunity to agree on the applicability or non-applicability of the expedited procedure rules regardless of the *modus operandi* (automatic or elective) and the threshold set out by each institution at the outset. Under these circumstances, it will be interesting to see if the new ICC automatic expedited procedure for claims under US$2m is able to obtain better results than the elective fast track arbitrations provided by other major institutions.

Constitution: arbitral tribunal or sole arbitrator?

The most controversial provision of the new ICC expedited procedure is without doubt Article 2(1) of the Expedited Procedure Provisions which provides that:

> 'The Court may, *notwithstanding any contrary provision of the arbitration agreement*, appoint a sole arbitrator' (emphasis added).

Bearing in mind the automatic application of the ICC Expedited Procedure Provisions, this provision means that any parties' agreement to have their dispute decided by three arbitrators could be ineffective if the amount in dispute is below US$2m, unless: (1) the arbitration agreement was concluded before 1 March 2017; (2) the parties agree to opt out of the expedited procedure; or (3) the ICC determines that it is inappropriate in the circumstances to apply the expedited procedure.

Similarly, the ICDR (Article E-6) provides that a sole arbitrator shall be appointed using the ICDR's list selection process, and the SIAC Rules (Article 5.2.b) provide that the case shall be referred to a sole arbitrator, unless the SIAC President determines otherwise. The HKIAC (Article 41.2.b) provides a middle-ground solution: if the arbitration agreement

provides for three arbitrators, the HKIAC shall invite the parties to agree to refer the case to a sole arbitrator, but, if the parties do not agree, the case shall be referred to three arbitrators.

The question here is whether provisions like Article 2(1) of the ICC Expedited Procedure Provisions, Article E-6 of the ICDR Rules and Article 5.2.b of the SIAC Rules impair the principle of party autonomy.[14] And, more importantly, whether an award rendered by a sole arbitrator in disregard of the parties' explicit agreement to have their dispute decided by three arbitrators could be set aside, or its enforcement may be refused, by national courts.

In this regard, Article 34(2)(a)(iv) of the UNCITRAL Model Law[15] provides that an arbitral award may be set aside if the party making the application furnishes proof that:

> '*[T]he 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' (emphasis added).

In *AQZ v ARA*,[16] the Singapore High Court answered the above question in a decision dated 13 February 2015. This case refers to a sale and purchase contract for 50,000 metric tonnes of coal entered into between a mining and commodity trading company incorporated in Singapore (the supplier) and the Singapore subsidiary of an Indian trading and shipping conglomerate (the buyer).

The dispute between the parties was whether a second contract for the same quantity of coal had been entered into by them. The buyer's position was that the second contract was concluded and the supplier subsequently breached the contract. The supplier maintained that the second contract never came into existence.

While the parties had expressly agreed to arbitration before three arbitrators, the SIAC President decided to allow the buyer's application for the arbitration to be conducted under the SIAC expedited procedure and, consequently, by a sole arbitrator. The sole arbitrator, appointed by the SIAC President, issued the award on 12 May 2014.[17] In this award, the sole arbitrator found that the supplier was liable to the buyer for breach of contract.

14 See n7 above.

15 Similarly, Article V(1)(d) of the New York Convention allows enforcement of an award to be refused if: 'The composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties'.

16 *AQZ v ARA*, [2015] SGHC 49, decision dated on 13 February 2015.

17 Surprisingly for a fast track arbitration, the buyer had issued the notice of arbitration more than a year before, on 20 March 2013.

Dissatisfied with the sole arbitrator's ruling, the supplier challenged the award on the basis of, inter alia, Article 34(2)(a)(iv) of the UNCITRAL Model Law. In contrast to the supplier's position, the Singapore High Court found that the arbitral proceedings were conducted in accordance with the parties' agreement and there was no ground to set aside the award based on that provision. The judge based its ruling on two grounds:

- 'The SIAC Rules have been incorporated into the parties' contract and therefore the rules together with the rest of the contract must be interpreted purposively. A commercially sensible approach to interpreting the parties' arbitration agreement would be to recognise that the SIAC President does have the discretion to appoint a sole arbitrator. Otherwise, regardless of the complexity of the dispute or the quantum involved, a sole arbitrator can never be appointed to hear the dispute notwithstanding the incorporation of the SIAC Rules 2010 which provide for the tribunal to be constituted by a sole arbitrator when the Expedited Procedure is invoked.'
- 'Even if the supplier is correct in its submission that the arbitration should not have been conducted before a sole arbitrator, the supplier has not discharged its burden of explaining the materiality or the seriousness of the breach. Nor has it demonstrated that it suffered any prejudice as a result of the arbitral procedure that was adopted. While prejudice is not a legal requirement for an award to be set aside pursuant to Article 34(2)(a)(iv), it is a relevant factor that the supervisory court considers in deciding whether the breach in question is serious and thus whether to exercise its discretionary power to set aside the award for the breach.'

In summary, the Singapore High Court recognised that by submitting their dispute to the SIAC Rules, the parties had implicitly consented to giving the SIAC President the power to refer the case to a sole arbitrator, regardless of the agreement of the parties to have their dispute decided by three arbitrators.

With regard to the preference of the parties for sole member tribunals, it is worth considering the research carried out by White & Case and published on 10 April 2017.[18] The research shows that there has been an increase in the use of, and in some cases a preference for, sole member tribunals.

At the LCIA, the appointments made in 2015 reflect a preference for sole arbitrators (52 per cent) over three-member tribunals (48 per cent). This is in contrast with 2014 when the split was 28 per cent for sole members versus 62 per cent for three-member tribunals. Of the 1,313 appointments

18 'Arbitral Institutions Respond to Parties' Needs' (White & Case): www.whitecase.com/news/arbitral-institutions-respond-parties-needs accessed 11 April 2017.

and confirmations made by the ICC in 2015, 19 per cent involved sole arbitrators, up from 17 per cent in 2014. At the SIAC, 68 per cent of cases in 2015 were before sole-member tribunals, which mirrors the high figure in 2014, when 73 per cent of the cases involved sole-member tribunals.

Finally, special mention should be made in this section of the mechanism for expedited formation of the arbitral tribunal provided by Article 9(A) of the LCIA Arbitration Rules. As explained above, the LCIA is the only major institution which had not adopted expedited procedure rules. However, in cases of exceptional urgency, any party may apply to the LCIA Court for the expedited formation of the Arbitral Tribunal. If the application is granted, this means that, for the purpose of forming the Arbitral Tribunal, the LCIA Court may abridge any period of time under the arbitration agreement or other agreement of the parties. Once the tribunal is in place, the normal rules apply.

Proceedings: 'documents only' arbitration and the problem of stringent time limits

Compared to ordinary procedures, expedited procedure rules involve certain limitations on the scope of the procedure, aimed at saving time and costs for the parties. However, there are important differences between the rules set out by the different institutions.

For instance, under most institutions' expedited procedure rules, arbitrators have the option of deciding on the case based on documents alone, with no hearing needed:

- Under the ICC's Expedited Procedure Provisions, it is at the arbitrator's discretion, after consulting with the parties, to conduct a 'documents only' arbitration. In addition, there will be no terms of reference and the arbitrator may limit the number, length and scope of written submissions and written witness evidence.
- In the ICDR, if no party's claim or counterclaim exceeds US$100,000, the dispute shall be resolved by written submissions only, unless the arbitrator determines that an oral hearing is necessary.
- The HKIAC Rules provide for a default 'documents only' arbitration, unless the HKIAC decides that it is appropriate to hold one or more hearings.
- In the SIAC, the arbitral tribunal will hold a hearing to examine witnesses and to hear legal arguments, although the parties can agree that the dispute should be decided on a 'documents only' basis.
- Under the SCC Rules for Expedited Arbitrations, a hearing shall only be held if requested by a party and if deemed necessary by the arbitrator.

Apart from this, each institution's rules have distinct features. For example, the SCC Rules, as well as the WIPO Expedited Arbitration Rules, include the provision that the statement of claim and defence must accompany (and not be filed later and separately from) the request for arbitration and the answer to the request.

What these rules all have in common is the limitation on the number of permissible submissions and the time granted for filing each submission. At this point, several authors have remarked on the importance of ensuring equality between the parties and compliance with due process. In particular, the problem arises when the claimant has ample time to prepare its case in depth before initiating the proceedings, but the defendant is unable to do so as a consequence of the stringent time limits of the expedited procedure.[19]

The tribunal's duty to give the parties a full opportunity to present their cases should not be forgotten. Failure to comply with that duty may make the award unenforceable under Article V(1)(b) of the New York Convention, or could be grounds for setting aside the award under Article 34(2)(a)(ii) of the UNCITRAL Model Law.

According to these provisions, an award may be set aside, or its enforcement may be refused by national courts if:

> 'The party [making the application / against whom the award is invoked] was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or *was otherwise unable to present his case*' (emphasis added).

While we are not aware of any ruling setting aside or refusing enforcement of an award rendered under expedited procedure rules for this reason, 'the utmost care and attention' should be given to ensuring that all submissions by one party in the proceedings are presented to the other, and that this party has a proper opportunity to comment thereupon.[20]

Award: time frame, reasoning and public policy

The expedited procedure rules usually establish a time limit for rendering the final award. According to most of them (for instance, the ICC, the HKIAC and the SIAC), awards must be given within six months. However, the *dies a quo* for the calculation of this time limit vary depending on: (1) the date of the case management conference (the ICC); (2) the date when the institution transmitted the file to the arbitral tribunal (the HKIAC); or (3) the date when the tribunal is formed.

19 See n2 above, 1248.

20 See n6 above, 270–271.

SCC awards are even faster, and must be given within three months of the date on which the arbitration was referred to the arbitrator. Similarly, under ICDR rules, the award shall be made no later than 30 days from the date of the hearing or from the time established for final written submissions (in total 90 days from the procedural order, unless the arbitrator determines otherwise).

In any case, all the rules for expedited procedures provide for the possibility of extending this time limit 'in exceptional circumstances' (the HKIAC and the SIAC) or 'upon a reasoned request from the arbitrator, or if otherwise deemed necessary' (the SCC and the ICC).

An interesting point with regard to the award rendered in an expedited procedure is whether it shall state the reasons upon which it is based, in order to avoid any challenge and ensure its enforceability.

In this regard, the SIAC and the HKIAC fast track rules provide for the possibility to render an award 'based in summary form'. In this case, the arbitral tribunal may state the reasons upon which the award is based in this form, unless the parties have agreed that no reasons are to be given. In the same vein, under the SCC rules, a party may request a reasoned award no later than at the closing statement.

At this point, parties should bear in mind that some national authorities may refuse the recognition and enforcement if the award lacks reasons. Thus, in accordance with Article V(2)(b) of the New York Convention, recognition and enforcement may be refused *ex officio* by the competent authority if the award would be contrary to the public policy of that country (*ordre public*).

The precedents in this regard vary from country to country, and sometimes from court to court. For example, according to German case law, failure to render a reasoned award does not appear to qualify as a 'sufficient reason to refuse recognition and enforcement […] where the law of the state in which the enforcement was sought did not set out the requirement of a reasoned award'.[21]

In Spain, arbitral awards shall always be reasoned in accordance with Article 37.4ª of the Spanish Arbitration Act. In this regard, courts held that the requirement of reasoning is a fundamental principle of the Spanish legal system, and therefore if an arbitrator fails to comply with this it will constitute a violation of public policy.[22] Similarly, the Austrian

21 OLG Schleswig, 30 March 2000, Docket No 16 SchH 5/99, in 46 RIW 709 (2000). Commented on by Irene Welser & Christian Klausegger, see n6 above, 272.

22 Judgment by the High Court of Justice of Galicia, of 2 May 2012, [RJ 2012, 6364].

Supreme Court concluded that lack of reasoning constitutes a violation of procedural public policy and justifies an annulment of the award.[23]

Consequently, in resorting to fast track arbitration, parties and arbitrators should keep in mind that national courts may require an award to be of sound reasoning to ensure its recognition and enforcement.

Final considerations

It is clear that fast track arbitration can be a valuable tool in meeting the current demand for more cost-efficient and quicker arbitral proceedings. However, expedited procedures are not suitable for every sort of dispute. For example, multi-party procedures or complex cases, such as those arising from the delivery of a complex industrial plant, which often require detailed technical evidence, are not really suitable for this form of arbitration.

By contrast, a dispute relating to price determination or involving trading partners who do not wish to have outstanding disputes for long periods of time are good examples of cases suited to a fast track procedure.

It should be noted that the value of a dispute does not necessarily correlate with its complexity. Thus, the threshold set out by institutions may sometimes refer an unsuitable case to fast track arbitration.

As pointed out in this article, the use of expedited procedures for unsuitable disputes may have some serious consequences. For example, there is an obvious risk that institutions and arbitrators may be found in breach of due process if they do not exercise their powers under expedited rules cautiously. The parties should have enough time to prepare their cases and equality between them should be ensured. Other problems may also arise from the lack of reasoning of expedited awards insofar as they could be considered an issue of public policy in several countries.

Other problems may arise even when the dispute is suited to fast track arbitration. There certainly seems to be user demand for expedited procedures, but once the parties are taking part in this kind of arbitration, their counsel may try to run the case as if it were under the standard rules. This conduct may cause practicality issues for the arbitrators in terms of how to manage this kind of process and how to deal with potential obstacles to its effectiveness.

In the not too distant future, the arbitral community will set out the advantages and disadvantages of fast track arbitration. What is very clear is that expedited procedures must be welcomed as something which will increase the versatility of institutional arbitration.

23 Judgment by the Austrian Supreme Court, 8 September 2016, Docket 18 OCg 3/16i. Commented on by Anne-Karin Grill and Sebastian Lukic, 'Austrian Supreme Court Establishes New Standards as Regards the Decisive Underlying Reasoning of Arbitral Awards' (Kluwer Arbitration Blog): http://kluwerarbitrationblog.com/2016/12/24/austrian-supreme-court-establishes-new-standards-as-regards-the-decisive-underlying-reasoning-of-arbitral-awards/ accessed 12 April 2017.