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Topic: A Comparison between the French and English Arbitration System: Who has the upper hand?

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A Comparison between the French and English Arbitration System:
Who has the upper hand?

Introduction

The French and English arbitration systems differ in four dimensions, namely the law applicable to the arbitration agreement, the law governing the seat of arbitration, the issue of non-signatories and the enforcement of awards. In France, its transnational arbitration system, consensual-based approach to non-signatories and a more relaxed approach towards enforcement of awards accommodate the needs of international trade. English law, on the other hand, seeks to uphold legality, facilitate the arbitral process, promote party autonomy in extending the arbitration agreement to non-signatories and predictability at the stage of enforcement. It is concluded that English law has a more balanced approach to ensuring the effectiveness of remedies and parties' legitimate commercial expectations compared to French law.

A. The law applicable to the arbitration agreement

i) Consideration of underlying contract

In English law, in the absence of parties' express choice of law, an implied choice can be assessed according to English contractual principles[1]. If an implied choice of law cannot be inferred, the system of law with 'the closest and most real connection' will be applied[2]. The law of the main contract is presumed to be the law of the arbitration[3].

Contrary to the principle of separability, this assumes that parties have implicitly intended their arbitration agreement as not severable. Indeed, *Enka* has taken a limited view of the principle of separability which means the arbitration agreement is not 'free-standing'[4]. *Enka* intends to bring certainty as it aligns with the parties' commercial legitimate expectations that the same law

[1] *Enka v Chubb* [2020] UKSC 38, [35].
[2] *Sulamerica CIA Nacional de Seguros SA and others v Enesa Engenharia SA and others* [2012] EWCA Civ 638; *Enka* (n 1), [193]; Dicey, Morris & Collins on the Conflict of Laws (15th edn, Sweet & Maxwell (2012)), [16-014].
[3] *Enka* (n 1), [229].
[4] ibid, [233].

governing the main contract also governs the arbitration clause[5]. It also aims to avoid the inconvenience of applying different proper laws to interpret different clauses within the same contract[6]. Nevertheless, in practice, this approach presents a higher risk that foreign law will govern the arbitration agreement, which increases the risks of delays and costs to parties as they will have to present expert evidence on how a foreign law will govern the arbitration agreement[7].

ii) Parties' common intention

In French law, instead of considering the underlying contract, the law applicable to the arbitration agreement is determined by the parties' common intention[8]. French law considers that the arbitration clause is not only autonomous from the underlying contract but also independent from any national law[9].

Unlike English law, the French courts have fully embraced the doctrine of separability. This ensures that the status of the main contract does not affect the arbitration agreement[10]. Further, even if the arbitration agreement may be governed by a particular national law, the main contract is not necessarily governed by the same system of law[11]. Further, the French approach is less complex. Predicated on an autonomous, transnational system of arbitration, it circumvents reference to any national 'conflict-of-law' rules and a complex contractual interpretative process. While *Enka* is likely to be reformed[12], given its added complexity and practical problems, the French system has an upper hand in this dimension.

[5] ibid [142], [144].
[6] ibid [43].
[7] Law Commission, *Review of the Arbitration Act 1996 Second Consultation Paper* (Law Com CP 258, 2023), [2.52].
[8] *Comité populaire de la municipalité de Khoms El Mergeb v Dalico Contractors,* Court of Cassation (1st Civil Chamber), 20 December 1993, No. 91-16.828, 117, as translated by Professor Gaillard in John Savage and Emmanuel Gaillard (eds), *Fouchard, Gaillard, Goldman on International Commercial Arbitration* (Kluwer Law International 1999), 437.
[9] *Dallah Real Estate and Tourism Holding Co v Ministry of Religious Affairs* [2010] UKSC 46.
[10] Savage and Gaillard (n 8), 197.
[11] *Quijano Aguero v Marcel Laporte*, Court of Appeal, Paris, 25 Jan 1972 [1973] Rev. Arb. 158.
[12] Law Commission (n 7), [2.74].

B. Seat of the arbitration

For both the English and French courts, the seat of the arbitration is a juridical concept[13]. Their discrepancy lies in the degree of autonomy regarding the law of the seat of arbitration.

The French courts are known for their delocalised approach, where the force of an international award comes solely from the parties' will, but not from the *lex loci arbitri* ('the law of the place of arbitration') [14]. However, it falls short of a complete delocalisation. Arbitration agreements are subject to French mandatory law and international public policy[15]. It also follows the ICC Arbitration Rules 2021, which provides that gaps in procedural rules will be filled according to the law of the seat of the arbitration[16]. Fundamentally, this 'representation' of international arbitration sees international arbitrators as 'playing a judicial role for the benefit of the international community'[17]. This provides a neutral and private platform for parties with divergent nationalities to resolve disputes[18].

The English courts have given more weight to the *lex loci arbitri* than its French counterpart. The English Arbitration Act 1996 ('the Act') has adopted a model under which within its own territory a state is sovereign, and its courts have the exclusive right to adjudicate on the legality of acts[19]. A unique feature is the availability of anti-suit injunctions to prevent the commencement of foreign proceedings in breach of the arbitration agreement[20]. An order to require compliance with a peremptory order made by the tribunal is available[21]. However, such judicial assistance can be abrogated by an exclusion agreement. Ever since the Arbitration Act 1979 was passed to curtail

[13] For English law, see Arbitration Act 1996, s 3; for French law, see *Société ITP Interpipe c/ Hunting Oilfield Services*, Court of Appeal, Paris, 3 Dec 1998, (1999) Rev. Arb. 601.
[14] *General National Maritime Transport Co. v Götaverken Arendal AB*, Court of Appeal, Paris, 21 February 1980, (1980) Rev de l'Arb. 107, (1981) 6 YB Comm Arb 221.
[15] Julian Lew, Loukas Mistelis, Stefan Kröll, *Comparative International Commercial Arbitration* (Kluwer Law International, 2003), 101, [6-66].
[16] International Chamber of Commerce Rules of Arbitration 2021, Article 19.
[17] Emmanuel Gaillard, *Legal Theory of International Arbitration* (Martinus Nijhoff 2010), 35.
[18] *Scherk v Alberto Culver* (1974) 417 US 506.
[19] Arbitration Act 1996, s 103 (2)(b); Roy Goode, 'The Role of the Lex Loci Arbitri in International Commercial Arbitration' 17(1) Arbitration International (2001) 19, 25.
[20] *Aggeliki Charis Compania Maritima SA v. Pagnan SpA (The "Angelic Grace")* [1995] 1 Lloyd's Reports 87.
[21] Arbitration Act 1996, s 42.

the degree of judicial intervention[22], it is suggested that English law has achieved a better balance between effective facilitation of the adjudicatory process and a more autonomous arbitral process.

Whilst the benefits of English *lex loci arbitri* ensure effective judicial control of the arbitral process, the French approach accommodates the needs of international trade with a higher degree of autonomy and finality. Yet, in practice, the strength of the English approach is that arbitration is not 'floating in the transnational firmament, unconnected with any municipal system of law'[23]. The award is more effectively enforced since judges at the place of the arbitration are often best placed to control the award[24]. With this in mind, the more established English *lex loci arbitri* appears to be more attractive as it better protects parties' legitimate expectations and provides more control over international awards.

C. Rights of non-signatories

The critical issue within multi-party arbitration proceedings is parties' consent[25]. The differences between both jurisdictions are illustrated by the alter ego doctrine, the group of companies doctrine, and the common intention approach.

i) Alter ego

In English law, the alter ego doctrine is rarely invoked. It is refined to cases of abuse of the company's separate legal personality or fraud[26]. *City of London v Sancheti*[27] held that it is insufficient to extend the arbitration clause to a non-signatory merely by showing a close commercial or legal connection between the parent and subsidiary company.

[22] For example, s 22(1) of the 1979 Act authorised 'exclusion agreements' ousting the High Court of some of its supervisory function, awards are made final, and 'special case' is abolished such that a party cannot be compelled to submit a point of law to the High Court.
[23] *Bank Mellat v Helliniki Techniki SA* [1984] QB 291, 301.
[24] Jan Paulsson, 'Arbitration Unbound: An Award Detached from the Law of the Country of Origin' (1981) 30 ICLQ 358, 370.
[25] Stavros Brekoulakis, 'Parties in International Arbitration: Consent v Commercial Reality', in Stavros Brekoulakis, Julian Lew, et al. (eds), *The Evolution and Future of International Arbitration, International Arbitration Law Library* (37 Kluwer Law International, 2016) 119, 120.
[26] *Prest v Petrodel Resources Limited* [2013] UKSC 34, [27].
[27] [2008] EWCA Civ 1283, overturning *Roussel-Uclaf v GD Searle & Co Ltd* [1978] 1 Lloyd's Rep 225.

In French law, an arbitration clause binds a non-signatory merely by its direct involvement in the performance of a contract[28]. Knowledge of the arbitration agreement is generally not required[29]. The more liberal approach of the French court is evinced in *Dallah Real Estate & Tourism Holding Co v The Ministry of Religious Affairs (Pakistan)*[30]. Given the Trust's involvement in the negotiation and performance of the contract, the French arbitral tribunal held that the Trust was 'no more than the alter ego of the defendant'[31]. The English Supreme Court criticised the French arbitral tribunal for confusing the alter ego doctrine with the consensual-based theory of binding non-signatories by parties' common intention[32]. Reviewing the facts, the Supreme Court held that the facts do not demonstrate the government's common intention to be part of the arbitration agreement[33].

In *Dallah*, even though the English court is applying the same French principles, its conclusion diverges from the French court's[34]. It appears that English courts are more reluctant to invoke the alter ego doctrine. Fundamentally, its approach towards non-signatories is anchored in orthodox contractual doctrines. It practically assumes consent to arbitrate with a non-signatory who acquires rights from an original party, be it through agency, novation, assignment, subrogation or succession[35]. This avoids applying 'legal fiction' just to accommodate commercial reality[36], which may surprise the original counterparties. In contrast, the French approach in *Dallah* seems to disregard the clear intention of the government of Pakistan not to be a party to the arbitration agreement. This undermines certainty in private dispute resolution.

[28] Franco Ferrari, Friedrich Rosenfeld, and John Fellas, *International Commercial Arbitration: A Comparative Introduction Principles of Commercial Law series* (Edwar Elgar Publishing 2021), 146.
[29] Notice the lack of reference to knowledge of the arbitration agreement in *Amplitude*, Court of Cassation, Civil Chamber 1, 7 Nov 2012, No. 11-25.891.
[30] [2010] UKSC 46.
[31] ibid, [37].
[32] ibid, [66].
[33] ibid.
[34] *Gouvernement du Pakistan Ministere des Affaires Religieuses v Sociere Dallah Real Estate and Tourism Holding Company*, Court of Appeal, Paris, 17 February 2011, 09/28533, 09/28535 and 09/28541.
[35] Audley Sheppard, 'Third Party Non-Signatories in English Arbitration Law', in Stavros Brekoulakis, Julian Lew, et al. (eds), *The Evolution and Future of International Arbitration* (37 Kluwer Law International 2016) 183, 198.
[36] Stavros Brekoulakis, 'Parties in International Arbitration: Consent v Commercial Reality' in Stavros Brekoulakis, Julian Lew, et al. (eds), *The Evolution and Future of International Arbitration* (37 Kluwer Law International 2016) 119, 121.

ii) The group of companies doctrine

In French law, an arbitration agreement can be extended to other companies of the same group based on 'the intention common to all companies involved'[37], though this is not a general rule[38]. In the *Dow Chemical* case, it is held that by virtue of the companies' role in the 'conclusion, performance, termination of the contracts' and 'in accordance with the mutual intention of all parties to the proceedings', the other companies are bound[39]. In short, the parties' conduct and the factual matrix can be illustrative of the parties' consent. Unsurprisingly, English law has rejected the group of companies doctrine[40]. It does not recognise the doctrine of implied consent and common intention[41]. The underlying policy is due in large to the paramount importance placed on privity of contract which demands clear parties' intention to extend the arbitration agreement to non-signatories[42].

The group of companies doctrine is arguably an application of the well-established principle of implied consent and agency in modern, multi-party international business transactions[43]. Adhering to commercial objectives, the principle prevents parties from circumventing international arbitration by 'contriving extracontractual theories to justify home-court litigation'[44]. Nevertheless, a party may be forced to arbitrate even though it has not consented to the underlying contract. Further, such an extension of the companies' legal entity appears to be counter-intuitive when corporate personality is created for the very purpose of containing liability within a corporate entity[45].

Overall, whilst the French more liberal and consensual-based approach aligns with commercial

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[37] *Dow Chemical v Isover Saint Gobain*, ICC Case No. 4131, 23 September 1982, YCA (1984), 135.
[38] *Joseph Abela Family Foundation v Albert Abela Family Foundation et autres*, Court of Appeal, Paris, 22 May 2008, (2010) Rev. Arb.
[39] *Dow Chemical* (n 37), 132.
[40] *Peterson Farms Inc v C&M Farming Ltd* [2004] 1 Lloyd's Rep 603, 604.
[41] *Blackpool and Fylde Aero Club v Blackpool BC* [1990] 1 WLR 1195, 1202.
[42] Eduardo Romero & Luis Saffer 'The Extension of the Arbitral Agreement to Non-Signatories in Europe: A Uniform Approach?' (5(3) American University Business Law Review 2015) 371, 376; *Arsanovia Ltd & Ors v Cruz City I Mauritius Holdings* [2012] EWHC (Comm) 3702, [35].
[43] Gary Born, 'Parties to International Arbitration Agreements', in Gary Born, *International Commercial Arbitration* (3rd edn, Kluwer Law International 2021), §1.01 [E].
[44] ibid.
[45] Otto Sandrock, 'Arbitration agreements and groups of companies' (27(4) The International Lawyer 1993) 941, 945.

objectives, it lacks a coherent theory to limit the scope of extending the arbitration agreement to non-signatories. The English approach is more conservative but avoids stretching the notion of party consent and has the upper hand in upholding parties' legitimate expectations.

D. Enforcement of awards

i) Annulled awards

Compared to English courts, French courts have adopted a more relaxed approach to upholding a foreign award even if it was annulled in the original country. The annulment of the arbitral award is 'neither a ground, nor a significant factor, to prevent such award from being enforced'[46]. In *Hilmarton Ltd v Omnium de Traitement et de Valorisation*[47], the Court of Cassation in France held that an annulled award would be enforced as the award has become part of the international legal order[48]. However, such a delocalised approach may impede the arbitral process. In *Hilmarton*, the fact that Switzerland's Supreme Court has annulled the award appears to be dismissed as irrelevant as to enforcement by France. This leads to a paradoxical situation: whilst refusing to recognize the integration of a foreign award into the legal system of the *locus arbitri*, French law has no difficulty in empowering French courts to set aside French awards in an international arbitration[49]. Not only is the principle of comity between states undermined, but it also undermines finality in international arbitration. Practically, it may lead to multiple lawsuits and inefficient use of time and resources.

Unlike France, the English courts generally comply with a decision on annulment at the seat of the arbitration. They are cautious about intruding into the internal affairs of the state by pronouncing the validity of the law of a foreign state[50]. Thus, it is only when the decision of a foreign court contravenes 'basic principles of honesty, natural justice and domestic concepts of public policy'[51]

[46] Julian Lew, Loukas Mistelis, Stefan Kröll, 'Recognition and Enforcement of Foreign Arbitral Awards' in Lew, Mistelis, Kröll (n 15), 718.
[47] Court of Cassation, France, 23 March 1994, XX YBCA 663 (1995).
[48] Geoffrey Hartwell, 'The Commercial Way to Justice' in Stefan Kröll, Loukas Mistelis, et al. (eds), *International Arbitration and International Commercial Law: Synergy, Convergence and Evolution*, (Kluwer Law International 2011) 231, 246 fn 33.
[49] Goode (n 19), 28.
[50] *Buck v Attorney-General* [1965] Ch 745, 771 (Diplock LJ).
[51] *Malicorp Limited v Government of the Arab Republic of Egypt, Egyptian Holding Company for Aviation, Egyptian Airports Company* [2015] EWHC 361 (Comm), [22].

that the annulled award may be enforced. This very high bar is consistent with the principle of estoppel. It prevents a contracting party who unsuccessfully challenges the decision of the court of the seat of the arbitration from having 'a second - or a third or fourth - bite at the cherry in proceedings before a court or courts elsewhere'[52]. This limits the risks of a contracting party acting inconsistent with his previous position which the other party reasonably relies on.

Regarding enforcement of annulled awards, the French approach is more pro-enforcement, but it produces uncertainty and conflicting judgments with foreign courts. The English approach promotes predictable international enforcement of awards but has also left room for correcting improper annulment decisions of foreign courts. It is suggested that English law has struck a better balance between reinforcing parties' ability to enforce arbitral awards and uniformity of treatment of international awards.

ii) Judicial supervision and the right to appeal

In French law, the right to challenge awards is only available for basic procedural defects and jurisdictional issues of the arbitral tribunal[53]. Where the jurisdiction of the arbitral tribunal is contested, it is sufficient for the court to state that the arbitrator's decision on jurisdiction is based on coherent reasoning, without reviewing any factual issues[54]. Yet, there are also cases where a full rehearing is carried out beyond a mere review of the first partial award of the arbitral tribunal[55]. In general, the French courts have taken a more laissez-faire approach. This reflects the competence-competence principle[56].

In contrast, English law retains a higher degree of judicial control. This is shown by the right to challenge the substantive merits of the award[57], though a party may lose the right to object[58]. Yet, the Act's pro-enforcement attitude is shown by the high bar to bring an application. It is only when

[52] Goode (n 19), 35.
[53] French Code of Civil Procedure, s 1502.
[54] *Société Isover-Saint-Gobain v Sociétés Dow Chemical France et autres*, Court of Appeal, Paris, 21 October 1983, 1984 Rev Arb 98; Jacob Grierson and Mireille Taok, 'Comment on Dallah v Pakistan' (26(3) Journal of International Arbitration 2009) 467, 475.
[55] *Southern Pacific Properties v République Arabe d'Egypte*, Court of Cassation, First Civil Chamber, 6 January 1987, (1987) No. 84-17.274.
[56] Court of Cassation, Civil, First Civil Chamber, Paris, 28 March 2013, 11-11.320.
[57] Arbitration Act 1996, s 67.
[58] Arbitration Act 1996, s 73.

'substantial injustice' can be shown as a result of a 'serious irregularity'[59] that an application can be brought about. However, *Dallah* seems to retreat from the non-interventionist attitude. The UK Supreme Court refused enforcement of the award in France by reading the agreement narrowly. The court seems to be applying the more stringent English contractual standard when commenting on the French rule that 'it is difficult to conceive any more relaxed test would be consistent with justice and reasonable commercial expectations'[60]. Arguably, this ignores the value of industry and legal expertise from the judicial decisions in the arbitral seat[61].

Whilst the English courts have acted prudently in the enforcement stage, which promotes uniformity and predictability, the French approach has the strength of achieving finality and certainty in arbitration. The closer relationship between courts and arbitrations in English has certainly facilitated the arbitral process. Yet, uniformity is perhaps more needed where third parties' interests are at risk or abuse of the parties' disproportionate bargaining power exists. In most international arbitration cases, such disputes are unlikely to arise. Seen in this light, the French system is more advantageous as it prioritises the needs of international trade while accommodating the rival values of finality and fairness at the stage of enforcement.

Conclusion

To conclude, the French arbitration system has a less complex approach to determining the law applicable to the arbitration agreement. Its minimal judicial intervention and its transnational principles have offered greater party autonomy and finality in private dispute resolution. English law, on the other hand, has flexibly offered opportunities for appeal and judicial assistance in arbitral proceedings. Its more refined doctrines dealing with non-signatories and cautious attitude towards enforcing annulled awards are consistent with predictability in the international commercial world. Overall, it is suggested that English law has achieved a better balance between respecting parties' autonomy and minimizing intervention by the court.

[59] Arbitration Act 1996, s 68.
[60] *Dallah* (n 30), [122].
[61] Gary Born, *International Commercial Arbitration* (Alphen aan den Rijn: Kluwer Law International 2014), §26.03 [C][g].

Bibliography

Table of Cases

UK cases

- Aggeliki Charis Compania Maritima SA v. Pagnan SpA (The "Angelic Grace") [1995] 1 Lloyd's Reports 87
- Arsanovia Ltd & Ors v Cruz City I Mauritius Holdings [2012] EWHC (Comm) 3702
- Bank Mellat v Helliniki Techniki SA [1984] QB 291
- Blackpool and Fylde Aero Club v Blackpool BC [1990] 1 WLR 1195
- Buck v Attorney-General [1965] Ch 745
- City of London v Sancheti [2008] EWCA Civ 1283
- Dallah Real Estate and Tourism Holding Co v Ministry of Religious Affairs (Pakistan) [2010] UKSC 46
- Enka v Chubb [2020] UKSC 38
- Malicorp Limited v Government of the Arab Republic of Egypt, Egyptian Holding Company for Aviation, Egyptian Airports Company [2015] EWHC 361 (Comm)
- Roussel-Uclaf v GD Searle & Co Ltd [1978] 1 Lloyd's Rep 225
- Peterson Farms Inc v C&M Farming Ltd [2004] 1 Lloyd's Rep 603
- Prest v Petrodel Resources Limited [2013] UKSC 34
- Sulamerica CIA Nacional de Seguros SA and others v Enesa Engenharia SA [2012] EWCA Civ 638

French Cases

- Amplitude, Court of Cassation, Civil Chamber 1, 7 Nov 2012, No. 11-25.891
- Comité populaire de la municipalité de Khoms El Mergeb v Dalico Contractors, Court of Cassation (1st Civil Chamber), 20 December 1993, No. 91-16.828
- Court of Cassation, Civil, First Civil Chamber, Paris, 28 March 2013, 11-11.320
- Court of Cassation, France, 23 March 1994, XX YBCA 663 (1995)

- Gouvernement du Pakistan Ministere des Affaires Religieuses v Sociere Dallah Real Estate and Tourism Holding Company, Court of Appeal, Paris, 17 February 2011, 09/28533, 09/28535 and 09/28541
- General National Maritime Transport Co. v Götaverken Arendal AB, Court of Appeal, Paris, 21 February 1980, (1980) Rev de l'Arb. 107, (1981) 6 YB Comm Arb 221
- Joseph Abela Family Foundation v Albert Abela Family Foundation et autres, Court of Appeal, Paris, 22 May 2008, (2010) Rev. Arb
- Quijano Aguero v Marcel Laporte, Court of Appeal, Paris, 25 Jan 1972 [1973] Rev. Arb. 158
- Société Isover-Saint-Gobain v Sociétés Dow Chemical France et autres, Court of Appeal, Paris, October 21, 1983, 1984 Rev Arb 98
- Société ITP Interpipe c/ Hunting Oilfield Services, Court of Appeal, Paris, 3 Dec 1998, (1999) Rev. Arb. 601
- Southern Pacific Properties v République Arabe d'Egypte, Court of Cassation, First Civil Chamber, 6 January 1987, (1987) No. 84-17.274

Table of Legislation

- English Arbitration Act 1996
- French Code of Civil Procedure

Secondary Literature

- Born G, 'Parties to International Arbitration Agreements', in Born G, *International Commercial Arbitration* (3rd edn, Kluwer Law International 2021)
- Brekoulakis S, Lew J, et al. (eds), *The Evolution and Future of International Arbitration, International Arbitration Law Library* (37 Kluwer Law International, 2016) 119
- Dicey, Morris & Collins on the Conflict of Laws (15th edn, Sweet & Maxwell (2012))
- Ferrari F, Rosenfeld F, and Fellas J, *International Commercial Arbitration: A Comparative Introduction Principles of Commercial Law series* (Edwar Elgar Publishing 2021), 146.
- Gaillard E, *Legal Theory of International Arbitration* (Martinus Nijhoff 2010)

- Goode R, ‘The Role of the Lex Loci Arbitri in International Commercial Arbitration’ (2001) 17(1) Arbitration International 19
- Grierson J and Taok M, ‘Comment on Dallah v Pakistan’ (26(3) Journal of International Arbitration 2009) 467
- Kröll S, Mistelis L, et al. (eds), *International Arbitration and International Commercial Law: Synergy, Convergence and Evolution*, (Kluwer Law International 2011) 231
- Law Commission, *Review of the Arbitration Act 1996 Second Consultation Paper* (Law Com CP 258, 2023)
- Lew J, Mistelis L, Kröll S, *Comparative International Commercial Arbitration* (Kluwer Law International, 2003)
- Paulsson J, ‘Arbitration Unbound: An Award Detached from the Law of the Country of Origin’ (1981) 30 ICLQ 358
- Romero E & Saffer L, ‘The Extension of the Arbitral Agreement to Non-Signatories in Europe: A Uniform Approach?’ (5(3) American University Business Law Review 2015)
- Sandrock O, ‘Arbitration agreements and groups of companies’ (27(4) The International Lawyer 1993) 941
- Savage J and Gaillard E (eds), *Fouchard, Gaillard, Goldman on International Commercial Arbitration* (Kluwer Law International 1999)