



International Arbitration Award in Hong Kong

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Introduction

Compared to the civil litigation's presided over by a judge, arbitration came to the history ahead of litigation's. Between litigation and arbitration, arbitration shows that with the binding force to each other under an award to be enforced later, parties have autonomy in the arbitration procedure and the selection of arbitrators, resulting in the implementation of principle of fairness and involuntariness.

One of the reasons why arbitration has been so popular in recent years is its finality and binding nature, both of which have significant advantages over litigation and mediation [1]. For most countries, the arbitration center/commission is under the supervision of the judicial departments and sometimes departments has been acting as a "mentor" to send instructions [2]. At the same time, with the existence of a supervisory and guiding relationship, the court has a certain amount of power to set aside the arbitration award under certain conditions. The arbitration award may also not be enforced accordingly though countries has certified the New York Convention.

Discussion

In UK where arbitration procedures are relatively matured, setting aside of an arbitration award is one of the feasible ways to reverse the case. In addition, the parties can appeal to the courts on relevant legal issues if they meet the conditions [3]. Hong Kong, influenced by the legal and arbitrary system of UK, share the similar structure.

The UNCITRAL Model Law on International Commercial Arbitration and UK Arbitration Act 1996 (which will be reviewed and revised by the Board) are instructive to the Hong Kong Arbitration Ordinance. For the parties seeking relevant relief after the award is made, they can therefore have the two relief rights of "setting aside" and "appeal".

However, as an international financial center and a center for dispute resolution, Hong Kong has a long history of ensuring effective business through rapid settlement of disputes. Therefore, it holds higher standards of protection for the authority and applicability of arbitration, say, setting up threshold on appeal conditions [4].

Article 81 of the Hong Kong Arbitration stipulates the criteria for applying to set aside an award [5]. The only way to remedy for a dissatisfaction of an arbitration award is that the party shall apply for setting aside to the court within three months from the date of receipt of the award.

Conclusion

An application for setting aside of the award shall be provided by the party making the application to prove that: the arbitration clause agreed is invalid (the clause is invalid due to the incapacity of the parties or not valid under the law to which the parties have subjected it) and procedural errors or incomplete statements of the case Opportunity.

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Received: 23-Mar-2022, Manuscript No. JCLS-22-64029; **Editor assigned:** 25-Feb-2022, PreQC No. JCLS-22-64029 (PQ); **Reviewed:** 11-Apr-2022, QC No. JCLS-22-64029; **Revised:** 16-Apr-2022, Manuscript No. JCLS-22-64029 (R); **Published:** 23-Apr-2022, DOI: 11.4172/2169-0170.1000321

Citation: Shi L (2022) International Arbitration Award in Hong Kong. J Civil Legal Sci 11: 321.

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