



Improving on Enforcement of International Commercial Arbitral Awards in ASEAN: A Thai Perspective

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I. The Enforcement Dilemma

The primary purpose of arbitration and the foremost need that induces the parties to submit a dispute to arbitration in the first place is to settle the dispute by having it stated, in an arbitral award, who is entitled to anything, and who is obliged to perform any obligation. Without the arbitral award, arbitration cannot fulfill its promise. An award may, however, be just a start of another journey - the journey to have it enforced.

If the party who is obliged to perform any obligation set forth in an arbitral award willingly complies with the order, it would be good for all concerned, because all parties will then be avoid a lot of legal hassles. Life is not always so cozy, and, in many cases, the opposite is true. When that hassles become a reality, there are a lot of matters to be pondered.

The starting point for the matters is the fact that the party who is entitled to any claims stated in an arbitral award will have to resort to a national court to request the court to recognize and enforce the award, because arbitration, by its nature, is a private dispute resolution mechanism; therefore, it does not have its own enforcement mechanism and authority. When a court is asked to recognize and enforce an arbitral award, it also has a duty to examine the award to ensure that, in lending judicial support to arbitration, there is no irregularity in the arbitral process and the court is not supporting something that contravenes the laws of the country. This interaction between a national court and arbitration is an important linkage that will directly affect the effectiveness of arbitration.

On one side, the parties wish to have a speedy and conclusive solution to their pending disputes, so that their business and investment can resume an ordinary course. On the other side, the court is entrusted with the responsibility to supervise the application of the laws of the country. There is always a tension between these two interests. If the

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court intrudes too deeply into the work of the arbitral tribunal, the parties' wish to have a speedy and conclusive solution through arbitration may be frustrated. If the court's review is too lax, the court may be lending judicial hands to support some potentially unlawful process. It is, therefore, necessary to fine tune this linkage and find the proper equilibrium between the two interests.

In other areas or fields, this kind of transnational matters may be insurmountable to achieve any meaningful uniform standard, because different jurisdictions will have different rules and criteria to deal with a particular matter. So, an effort to fine tune and find equilibrium in this scenario is, at best, impossible. Fortunately, in transnational arbitration, the situation is not that desperate. In fact, the primary reason that enables arbitration to be the dissolution mechanism of choice in transnational transactions is the legal infrastructure that supports the enforcement of arbitral awards by harmonizing the criteria for dealing with the matter. The remarkable success is achieved by the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 or best-known as the "New York Convention 1958" which has just celebrated its 50th anniversary of success. The Convention enjoys the status as one of the conventions that has the most number of contracting states. Currently, the number stands at 144.¹ It can be said that virtually almost all of trading nations in the world have become parties to the Convention.

The main contributions of the New York Convention are to recognize the arbitration agreement, and to guarantee the recognition and enforcement of an arbitral award. With regards to the arbitral award, the New York Convention harmonizes the criteria that courts of contracting states must use in reviewing an arbitral award and deciding whether the recognition and enforcement of the award may be refused. This aspect helps shaping the review criteria of all contracting states along the same line. Although the New York Convention makes life in international commercial arbitration a lot less complicated, it does not extinguish all problems.

If we look into the grounds on which a court may refuse recognition and enforcement, we may divide the grounds into two categories. The first category stated in Article V(1) comprises grounds that the party against whom an award is invoked must furnish proof to the satisfactory of the national courts, before the courts may refuse enforcement. The second category stated in Article V(2) deals with grounds that a court may invoke on its own initiative to refuse such enforcement. Although all grounds are

¹ http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html. Information retrieved as of August 13, 2009.



crafted with words as precise as possible at the time of the drafting, it cannot encompass and envisage all issues that may come along. Therefore, national courts still have significant latitude to interpret and apply the criteria set forth in the Convention to the cases at hand. And this brings in a little disarray that we all have to ponder about. One of the most grueling issues is, for example, the “public policy” ground. The phrase can mean different things in different jurisdictions. The different interpretation will inevitably cause disparate treatment of arbitral awards in the courts facing this issue.

Currently, almost all ASEAN members are contracting parties to the New York Convention.² Thailand has acceded to the New York Convention since December 21, 1959, and the Convention has become effective in Thailand since March 20, 1960. Therefore, it may be fairly said that Thailand has become acquainted with the New York Convention for almost as long as the life of the Convention itself. This long acquaintance has also provided a lot of interactions and perspectives with regards to the New York Convention, and will be the primary focus of this article. In the next part, we will discuss about the comparative aspects of the criteria or grounds for enforcement or refusal of the enforcement under the Thai arbitration law, and the New York Convention. The third part will shed some light into the law when it is applied in several cases. The forth part will discuss about any improvement on the recognition and enforcement of arbitral awards in this dynamic region.

II. The Criteria under the Thai Arbitration Law

Currently, Thailand’s arbitration law is the Arbitration Act B.E. 2545 (2002). The law is based on the UNCITRAL Model Law on International Commercial Arbitration. Although there is a slight difference between the Act and the UNCITRAL Model Law, the provisions on recognition and enforcement of arbitral awards are basically taken from the Model Law.

Under the Act, an arbitral award may be recognized and enforced in Thailand irrespective of the country in which it was made.³ In the case where an arbitral award is made in a foreign country, the award will be enforced if it is subject to an international convention to which Thailand is a party, and the award will be applicable only to the extent that Thailand accedes to be bound.⁴ Since, as mentioned earlier, Thailand has acceded to

² The ASEAN contracting parties comprise Brunei Darussalam, Cambodia, Indonesia, Lao People’s Democratic Republic, Malaysia, Philippines, Singapore, Thailand and Vietnam.

³ The Arbitration Act B.E. 2545 (2002), Section 41 paragraph 1.

⁴ The Arbitration Act B.E. 2545 (2002), Section 41 paragraph 2.



the New York Convention. Any award that can enjoy the right bestowed by the New York Convention may be enforced in Thailand.

A. Limitation Period

An aspect that is included in the Thai arbitration law and not found in the Model Law is the limitation period for requesting the courts to enforce an award. Under the Act, the party that wants to seek enforcement of an arbitral award must file an application with the competent court within three years from the date on which the award is enforceable. This requirement is applicable to both domestic and international awards alike. The purpose of this additional aspect is to encourage the parties to enforce the awards while there are still plenty of necessary evidence, and the disputes in question are still relatively fresh in their memories. In the previous law, the limitation period was one year. It has been increased to three years to accommodate the enforcement of foreign arbitral awards in Thailand, because enforcement of such awards may take some time to proceed. One year may not be enough to do so.

The terms “the date on which the award is enforceable” was chosen to encompass various situations that may occur. If the arbitral tribunal renders an award simply directing a party to pay an amount of money to the other party, the date on which the award is enforceable may mean the date on which the award is served on the party, since the date is when the award becomes effective and binding upon that party. In another situation, the parties may enter into an agreement to settle their claims, and then ask the arbitral tribunal to render an award on agreed terms. Under the terms of the settlement, the party that is obliged to pay an amount of money may be given a grace period to find the sum. Since such grace period is given for the benefit of the party, the award, though binding, may not be enforced against the party prior to the expiration of the period. “The date on which the award is enforceable”, therefore, will be the date after the grace period has lapsed.

B. Required Documents

The basic documents required by the law are the same documents that Article IV of the New York Convention has prescribed. They comprise the original or certified copy of the arbitral award, and the original or certified copy of the arbitration agreement. Since the court proceeding to be followed is necessarily carried out in a Thai court, the parties need to also produce a translation of both the arbitral award and the arbitration agreement, so that the translation will be a reference for the court as to the exact terms that the court may enforce against the parties. Such terms will be included in the order or judgment of the court unless the court has found a ground for refusal.



C. The Competent Court

In case of a domestic award, the competent court that the parties may file a request for enforcement of the award may depend largely on the jurisdiction over the underlying dispute or the domicile of the defendant. In case of foreign arbitral awards, it is much easier to find the competent court, because there is only one competent court for this kind of procedure, i.e., the Central Intellectual Property and International Trade Court in Bangkok. As the name suggests, the Court has jurisdiction specifically over disputes relating to intellectual property rights, and international trade. The Court has been established to enhance specialized competency on those two fields, so that the judiciary can better and efficiently handle cases in those two fields. Under its system, the quorum of judges comprises professional judges and a lay judge who possesses expertise or experience in a particular area that can benefit the adjudication of the cases in those two fields.

Enforcement of foreign arbitral awards is deemed to be one of the cases that are relating to international trade and fall under the jurisdiction of the Court. The primary reason for that is to harmonize the interpretation and application of the laws relating to enforcement of foreign arbitral awards. It is much easier to harmonize to the application of the law if all cases fall under the roof of a particular court.

D. Grounds of Refusal

The Act adheres to the provisions of the Model Law and the New York Convention when it comes to the grounds for refusal of the arbitral awards. Every ground and every terms that a party may invoke in asking the court to refuse enforcement of an arbitral award is the same ground and terms provided in the Model Law and the New York Convention.

Grounds that the party against whom the award will be enforced must furnish proof

As a general matter, the arbitral awards are considered final and binding upon the parties. Therefore, if there is an effort to overturn the awards, the party who wishes to embark on the process will bear the burden of proof⁵ that there is any irregularity provided in the law. What the party whom the Arbitral Tribunal has found for needs to do is just to produce the basic documents to prove that there is a binding arbitration agreement and an arbitral award that is originated from the agreement and upon which the enforcement is based.

⁵ The Arbitration Act B.E. 2545 (2002), Section 43.



The grounds that the party against whom the award will be enforced must furnish proof comprise:

- (1) A party to the arbitration agreement was under some incapacity under the law applicable to that party;
- (2) The arbitration agreement is not binding under the law of the country agreed to by the parties, or failing any indication thereon, under Thai law;
- (3) The party making the application was not given proper advance notice of the appointment of the arbitral tribunal or of the arbitral proceedings or was otherwise unable to defend the case in the arbitral proceedings;
- (4) The award deals with a disputed not falling within the scope of the arbitration agreement or contains a decision on matter beyond the scope of the arbitration agreement;
- (5) The composition of the arbitral tribunal or the arbitral proceedings was not in accordance with the agreement of the parties or, if not otherwise agreed by the parties, in accordance with the Act; or
- (6) The arbitral award has not yet become binding, or has been set aside or suspended by a competent court or under the law of the country where it was made.

The common characteristic of the above grounds is that all grounds are procedural in nature. There are three main areas where the judicial review will look into: (1) the arbitration agreement; (2) the arbitral proceeding and (3) the arbitral award.

(1) Grounds relating to an arbitration agreement

First, the court will examine the arbitration agreement to see whether the arbitration agreement upon which the arbitral award is based is valid and binding upon the relevant parties. The rationale behind this ground is not too hard to comprehend. The arbitration agreement is the origin of the authority of the arbitral tribunal to accept the dispute into their consideration and make decision with regard to the rights and obligations of the parties in dispute. Without such origin of authority, the dispute may not be submitted to arbitration in the first place. Consequently, the arbitral tribunal will have no power to make any decision at all. In such scenario, the arbitral award that the court is asked to enforced will not have any effect on the parties, and should not be enforced against the parties.



Under Section 43(1), the party to the arbitration agreement is under some incapacity under the law applicable to that party. The law that determines the capacity of a person to enter into an arbitration agreement may be the law of the country which the relevant person, either a natural person or a juristic person, is a national. For example, under the Thai laws, a minor may not enter into an arbitration agreement without the consent of his or her legal guardian. The arbitration agreement entered into without such consent, however, is not automatically invalid. It just becomes voidable. It will become void only when the interested persons invoke such cause.

Under Section 43(2), the arbitration agreement itself is not binding. The applicable law that determines the binding effects of the arbitration agreement will be the law specified by the parties as the applicable law for the agreement. Absent such specification by the parties, the binding effects of the arbitration agreement will be determined by the Thai laws. The causes that may render an arbitration agreement to be not binding may vary in the laws of various countries. For example, one of such causes that may be found more often is the “writing” requirement of an arbitration agreement. An arbitration agreement that has not been done in writing may not bind the parties. Such requirement has its place in the Thai arbitration law as well as the laws of other countries that adopt the Model Law. Although a wide range of situations may satisfy the “writing” requirement under the Thai arbitration law, it may theoretically happen that, in some situation, the parties cannot find anything that may be invoked as the “writing” of the arbitration agreement in question. In such unfortunate situation, the parties are not bound by the arbitration agreement. Therefore, the arbitral award that is based on such unbound arbitration agreement may not be enforced against the parties.

(2) Grounds relating to the arbitral proceedings

Second, the court will examine the arbitral proceedings that culminate in the arbitral awards. The purpose of this examination is to make sure that the arbitral proceedings has been carried out in proper manners in accordance with the arbitration agreement and the applicable laws, and the parties have been adequate opportunities to present their cases and arguments.

Under Section 43 (3), the court will examine whether the parties have been notified of the appointment of arbitrators, and the arbitral proceedings. Such notification is vital for any party to be aware of the upcoming proceeding and can exercise their rights, either by appointing an arbitrator, or presenting their cases. If a party has not been properly notified, it is impossible for that party to protect their own interest in the arbitral proceedings. In



case where a party has properly been notified, but the party was not unable to defend the case in the arbitral proceeding, the arbitral tribunal should have given the parties adequate opportunities to defend their cases prior to continuing with the proceedings. The inability under this Section, however, does not mean to include the situation where the parties who have been notified of the proceedings do not have the financial resources to take part in the proceedings. The inability to defend their case must be caused by some factor beyond the control of the parties, and without the fault on the party of the party. Otherwise, the parties will not be able to raise the situation as an excuse not to take part in the arbitral proceedings.

Under Section 43 (5), the main focus is the composition of the arbitral tribunal, and the arbitral proceeding itself. The focus on the arbitrators and the arbitral tribunal is inevitable in the examination of arbitration, since the arbitrators and the arbitral tribunal is at the heart of the proceeding, and is responsible for all vital decisions including rendering the arbitral awards. The factor to be used for the examination is the arbitration agreement. If the arbitration agreement has specified the number of arbitrators to be appointed, the qualifications of the arbitrators, or the manner in which the appointment should be made, and the specified procedure has not been implemented properly, the awards that are the result of such appointment may be refused enforcement by the court. If the arbitration agreement has also specified any kind of procedure to be followed by the parties and the arbitral tribunal, and such procedure is not complied with, the arbitral proceeding is deemed to be not properly carried out. It may also be a cause of refusal.

(3) Grounds relating to the arbitral awards

The third area that the court will look into is the arbitral awards which are the instruments forming the basis of the enforcement process. As a general principle, the court will not review the discretion of the arbitral tribunal in deciding the disputes one way or another. That is because the arbitral tribunal is the one that the parties entrust the duty of making such decision, whether it be a factual question or a legal question.

Under Section 43(4), the enforcement of an arbitral award may be refused if the court has found that the matter that the arbitral tribunal decides is beyond the scope of the arbitration agreement. As mentioned earlier, the arbitration agreement is the fountain of the arbitral tribunal's authority. The arbitral tribunal only has any authority that the parties have given them. Any matter that the parties do not wish to have settled in arbitration is beyond that fountain. The parties may wish to have such matter settled through other means, other than arbitration. If the court enforces an award that deals with a matter not

falling with the scope of the arbitration agreement, the court will be enforcing something that should not have been decided by the arbitral tribunal in the first place.

Under Section 44(6), an arbitral award may be set aside or suspended by a court of the country where the award was made. If the situation occurs, it may consider that the award contains some irregularity that a national court has found, and therefore vacates it. Hence, the court may refuse the enforcement of the award.

Grounds that may be found on the court's own initiative

Other than the above grounds for refusal of enforcement of arbitral awards, the court may refuse such enforcement on two additional grounds, even though the parties may not allege the two grounds. The grounds comprise the arbitrability of the underlying disputes, and the public policy ground.⁶

If the court finds that the underlying disputes are not arbitrable under the laws of the country, by enforcing such award, the court itself will act in contrary to the laws that it takes the oath to preserve. The arbitrability of a dispute will inevitably differ from country to country, depending on the legal policy of a country. Although this ground, on its face, opens the door for differentiated treatment of arbitral awards by the courts, it is not so problematic in practice. This is because the laws regarding arbitrability are reasonably predictable, and leave little latitude for the courts to interpret. The public policy ground is more difficult to apply to a particular case, because the terms itself can connote different things in different jurisdictions.

III. The Law in Practice

Although currently Thailand uses the Arbitration Act 2002, the law is not the first arbitration law enacted in Thailand. The previous law is the Arbitration Act 1987. Since both laws become effective, there have been several cases in which the courts have been asked to enforce arbitral awards. The criteria for enforcement of domestic arbitral awards under both laws are different. But the criteria for enforcement of foreign arbitral awards under both laws are the same, because the criteria are modeled after the New York Convention. Those cases are quite reflective of how the courts will entertain the enforcement requests, and apply the laws.

In the Supreme Court Case No. 2562/2540, the plaintiff asked the court to enforce an award rendered by an arbitral tribunal sitting in London. The defendant argued that the

⁶ The Arbitration Act B.E. 2545 (2002), Section 44.



appointment of the arbitral tribunal was not properly carried out, because the plaintiff had proceeded with the appointment of the arbitral tribunal without the defendant's participation. The Court rendered a judgement for the plaintiff, reasoning that the defendant had been properly notified of the arbitral proceeding, and the defendant had even submitted some document to the arbitral tribunal; therefore, the defendant did not participate in the appointment process by its own freewill. The defendant cannot later use the fact as an excuse to escape the enforcement of the award resulting from the arbitral proceeding.

In the Supreme Court Case Number 1772-1773/2542, the plaintiff and the defendant submitted their dispute to arbitration carried out, again, in London. The arbitral tribunal rendered an award against the plaintiff. Under the rules of the institution governing the arbitral proceeding, however, there was an appeal process. The institution was responsible for appointing the arbitrators at the appeal level. The second arbitral tribunal found for the plaintiff. The plaintiff then brought the second arbitral award to enforce in Thailand. The defendant argued that the appointment of the arbitrators for the second tribunal was contrary to the law, because the defendant was not given the opportunity to take part in the appointment of the arbitrators. Instead, all arbitrators in the second tribunal were appointed by the institution. Moreover, in the appeal process, the second tribunal did not give an opportunity for the defendant to adduce any witness or evidence. The tribunal just allowed the parties to submit some more documents. In finding for the plaintiff, the Court opined that the rules of the institution stated clearly about the appointment process of the arbitrators at the appeal level. The rules also stated about the review procedure in which the second tribunal would review the cases solely on the basis of the documents submitted by the parties, without having to carry out any hearing. Therefore, the arbitral proceeding in question had been carried out in accordance with the rules of arbitration governing the proceeding. There was no ground for refusal existing. The award should then be enforced.

To illustrate the application of the "public policy" terms, there was a domestic case decided by the Supreme Administrative Court of Thailand which applied the terms.⁷ The case involved a dispute between a governmental agency and its private partner with regard to a concession right given to the private partner to operate a commercial-free television station. After the original agreement was agreed by the parties, the parties agreed to amend a provision of the agreement. The amended provision provides

⁷ The Supreme Administrative Court Case Number. Aor 349/2549.



guarantee to the private party that there would not be any future concession that grants any other private party to operate a commercial television station in competition with the station in this case. Later, it was found that the concessions of other commercial television stations was expired, and then renewed. It was contended that such renewal of concession should be considered as granting a new concession in competition with the station in this case. The dispute was submitted to arbitration. The arbitral tribunal found for the private partner. The administrative court then was asked to enforce the award. In the court proceeding, the court found that the amended clause that was the root cause of the problem had never been authorized by the cabinet, as required by the applicable law. Therefore, the court deemed the enforcement of the arbitral award that was fundamentally based on such unauthorized clause should be considered contrary to the public policy. The court refused to enforce the award.

IV. Final Remarks on the Improvement

If we look at how we should go forward in order to find a way to improve the enforcement of a foreign arbitral award, the first place that we may need to consider is the court. The role and the importance in the enforcement process are undeniably important, because the process is by nature a judicial proceeding, and the court will be responsible for how the process will be handled and what will be the meaning of the law when they are applied to a particular case at hand.

At least, however, it is very fortunate that, in the filed of arbitration, we have, more or less, a harmonized criteria that the national courts will apply when they have to consider an enforcement request. Such uniform criteria can be found in the New York Convention to which almost all ASEAN members are the contracting states. That will be a great start to begin with. In other fields, such kind of uniform criteria can hardly be found. It is fair to say, I think, the national courts of the ASEAN members who are parties to the Convention are basically applying the same set of rules and principles.

That good start, however, is not the end of the road. Actually, we may be surprised, I guess, that several national courts may depart from there when it comes to the application of the Convention to a particular case. One of such issues, for example, is the application of the “public policy” that the New York Convention prescribes and has differently been applied by the courts around the world. The same terms can mean different things in different countries. Some scholars may try to argue that the terms should mean something that they call “international public policy” that will have the same meaning in every country. The public policy under the New York Convention, the argument goes,



should be the one that the international community accepts to be important, akin to the natural laws. It should not be peculiarly interpreted by an idiosyncratic idea of a national court, taking into account only their domestic concerns.

The idea of having a common “international public policy” seems so enticing. However, if we just look at the New York Convention itself. The language of the New York Convention seems to allow some leeway for national courts to take into consideration the important legal principles of the countries; otherwise, Article V(2)(b) of the Convention would not have stated “*the recognition or enforcement of the award would be contrary to the public policy of that country*” (emphasis added). It should be reasonably argued that it is the public policy of the country where the enforcement is sought, not that of other countries or any international one. This argument seems also to be logical if we read Article V(2)(b) together with Article V(2)(a), a few lines above in the text of the Convention. Article V(2)(a) states that the enforcement may be refused if the court finds that “*the subject matter of the difference is not capable of settlement by arbitration under the law of that country*” (emphasis added). The two sub-articles use similar expressions, but there is no standing proposition for any “international arbitrability”.

The rationale for the provisions may be because the national courts are exercising the judicial power of the country. The courts, therefore, cannot act in contrary to the fundamental legal policy of the countries that bestow upon them the power to decide cases. However, such provision of the Convention should not be used as a disguise for any undue intervention into the discretion of the arbitral tribunal and an effort to substitute the arbitral tribunal “judgement” with the court’s own. The “public policy”, even of that country, should be invoked only when the enforcement of the arbitral awards will cause fundamental unfairness to the parties, not just simply different views about how the laws should operate.

The above issue is just an example of how the roles of the courts will effect the enforcement of foreign arbitral awards under the New York Convention. Too wide a range of the same provisions may cause too much uncertainty to the parties, and too vague the norm to properly behave in the future cases. The parties will then never be sure whether their awards will be enforced in which country. Such situation is actually what the New York Convention tries to avoid.

To improve on the enforcement of arbitral awards, and bring the application of the Convention in ASEAN countries closer to each other, the courts which are the key players may need to be aware of what their brethren in other jurisdiction have been doing. It will



be very helpful to have a collection of courts' decisions with regard to enforcement of arbitral awards under the New York Convention, so that a court that starts to work out on a case will have a ready resource to consult with. Of course, the knowledge that another court in another jurisdiction has been doing does not legally bind such court to follow. It, however, will create a tacit demand that if a court would like to deviate from what most of their brethren do, the court may have to provide extra explanation about their reasons to justify the deviation. The more coherent of application of the Convention in other jurisdictions will create additional tacit pressure when a court would like to break away from their peers.

Such availability of information is, however, just a beginning of a good start. In reaching a particular conclusion, there may be a lot of factors and thinking that have resided within the conclusion and may not be explicitly stated. Studying the decisions alone may not shed light upon this unspoken factors and thinking. To encourage more sharing of views, it will also be helpful to have a regular meeting of the judicial minds to not only exchange the progress that has been achieved in a jurisdiction, but also the methodology that they use in arriving at a decision with regard to the enforcement of arbitral awards. Such intellectual exchange will naturally foster a more coherent application of the Convention within ASEAN that neither laws nor treaty can impose upon.

The above exchange of views may be carried out in two different settings. The first one is a form of **judicial forum** in which judges participates and shares with other judges from other jurisdictions. The judicial forum should not have too many participants to encourage more interactive sharing of views, and may devote a lot of time to various matters that may not be interested by the general public, but may be beneficial for the judicial works. The second setting is the sharing of views among judges, arbitrators, and practitioner in an **arbitration forum** that will obtain more inputs from various perspectives. In this forum, concerns from various stakeholders in the arbitration community can be expressed. Although there are seminars and symposiums on arbitration that have been organized from time to time, such seminars and symposium often spread the little time over too variety of issues, probably for economic aspects of setting up such an event, and there is few in-depth discussion on such an important matter as the enforcement of arbitral awards.

Although we have come along way since the inception of the New York Convention, there is still room for further improvement. But to go to this extra mile, we



need a selfless contribution and a determination to do so. Without such contribution and determination, an extra mile is a mile too far.
