

Global Arbitration Enforcement: Judicial Views In Pakistan And The UK

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Abstract

This study conducted a comparative analysis of the judicial perspective on the recognition and enforcement of foreign commercial arbitral awards in Pakistan and the UK. It examined the approach followed by the courts and the significant legislative changes in both countries to discover commonalities, distinctions and developing procedures in the handling of foreign commercial arbitral awards within the existing legal frameworks. It seeks to get a comprehensive knowledge of how the legal systems in Pakistan and the UK handle the recognition and enforcement of commercial arbitral awards. This will be achieved by conducting a thorough analysis of relevant case laws, legislation and international conventions. This research also examined the influence of these viewpoints on the effectiveness of international commercial arbitration and cross-border business transactions in each jurisdiction.

Keywords: Recognition; Enforcement; Foreign Commercial Arbitral Award; Judicial; Convention; International Commercial Arbitration.

Introduction

Pakistan¹ and the UK² are signatories to the New York Convention, 1958 (NYC) and they contributed a lot to the increase of international business investment and adopting arbitration as a favored method of dispute resolution in each jurisdiction. As signatories to the NYC, Pakistan and the UK highlighted their commitments to promoting foreign arbitration and facilitating the recognition and enforcement of foreign commercial arbitral awards (REFCAAs). Afterwards arbitration regime in Pakistan a new legislation was framed with the ambit of NYC in the shape of the Recognition and Enforcement (Arbitration Agreement and Foreign Arbitral Awards) Act, 2011 (REFA 2011). Now the REFCAAs are ruled in Pakistan through the REFA 2011. The introduction of the 2011 Act was primarily driven by the need to establish a suitable framework for the REFCAAs in Pakistan. On the other hand in the UK the

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¹ Chishti, I. A. (2012). Enforcement of foreign arbitral award in Pakistan. Available at SSRN 2111626

² Lightfoot, C., & Woolrich, J. (2017). Guide to enforcement of foreign arbitral awards and court judgments in England and Wales. Jenner & Block London LLP.

current legal regime for the REFCAAs is usually ruled through the Arbitration Act, 1996. The Act consists of the provisions of the NYC and framed the procedures and requirements for the REFCAAs.³

In Pakistan, the REFCAA designates the Court, as defined in Section 2(d), with exclusive jurisdiction to adjudicate and settle disputes under Section 3 and handle enforcement matters under Section 4 of REFA, 2011. Therefore, the High Court has sufficient authority to force or refuse the REFCAAs. Additionally, the High Court deals with awards under its appellate jurisdiction or through judicial review proceedings filed under Article 199 of the Constitution of Pakistan, 1973.⁴ The Courts in Pakistan generally follow a pro-enforcement approach and grant REFCAAs, with refusal being limited to the grounds specified in NYC. Pakistan's judiciary recognizes the importance of developing jurisprudence on international commercial arbitration in line with international standards. There is a focus on adopting best practices to ensure the relatively speedy settlement of disputes through arbitration and to avoid frivolous litigation. The Courts strive to provide consistent precedents that promote the REFCAAs and maintain the integrity of the arbitration process.

The *Taisei Corporation vs. A.M. Construction*⁵ case encountered two primary legal issues. The first consideration was the territorial jurisdiction, followed by whether the award was international or local. The first impediment arose from the fact that neither party resided nor conducted business in Lahore, necessitating the completion of the agreement at that location. The Civil Court had exclusive territorial authority over the proceedings of the award, since Lahore had no other connection to it. The second inquiry was to the foreign nature of the award⁶, therefore making it susceptible to the jurisdiction of the High Court. In order to counter these assertions, the response pointed out that several dispute sessions had been conducted in Lahore, so demonstrating that geographical jurisdiction was inconsequential. The respondent contended that the judgment should not be considered foreign due to the fact that the parties' agreement was executed in 2008, and the retroactive application of the 2011 Act was deemed inaccurate.

The Civil Court conferred jurisdiction to the Court on behalf of the respondent. Furthermore, the Court determined that it could not be classified as a foreign award. This ruling was upheld by the Sindh and Lahore High Courts. Here, the domestic award and REFCAAs add complexity to the situation. The Court's interpretation was informed by Section 14 of the 1940 AA and Sections 6 and 7 of the 2011 Act. While the 2011 Act restricts the Court's authority regarding REFCAAs, the extensive criteria outlined in the 1940 AA may still be enforced. However, the application of the 1940 Act, which primarily pertains to domestic awards, to an international award case is perplexing. According to Article V (1) (e) of NYC, the normal jurisdiction for enforcing foreign awards is in Singapore, leading to potential confusion. The Lahore High Court referenced a judgment from 1998. The reliance on decisions from a distinct international arbitral enforcement system is unusual, considering that courts are often cautious in their use

³ Grierson, J. (2022). Two brief comments on the Law Commission's proposed reform of the Arbitration Act 1996. *Journal of International Arbitration*, 39(6)

⁴ Hassan, J. (2018). Role of judiciary and jurisprudence in domestic and international arbitration. Retrieved from <https://events.development.asia/system/files/materials/2021/03/202103-role-judiciary-and-jurisprudence-domestic-and-international-arbitration.pdf>

⁵ *Taisei Corporation Vs. A.M. Construction* [2012] PLD Lahore 455

⁶ The recognition and enforcement (arbitration agreements and foreign arbitral awards) act, 2011 s,3

of such opinions. Miscarriages of justice might occur when previous judgments are relied upon that do not align with the legal framework established by the REFCAs.

In the case *M/s CNAN Group SpA*,⁷ disputes arose, leading to arbitration proceedings initiated in London by *M/s Igen* against *M/s CNAN*, conducted under the London Maritime Arbitrators Association (LMAA) terms. On October 17, 2012, the tribunal ruled in favor of *M/s CNAN*, awarding a sum of USD 269,810.38 and issuing declarations against Mr. Abdullah. The plaintiff initiated a civil lawsuit in Karachi after refusing to accept the conclusions made by the panel. He said that he was not a signatory to the charter party and hence not a party to the arbitration agreement. He said that he had not been informed about the arbitration procedures or his involvement as a party. Therefore, he asserted that the tribunal was incapable of issuing negative declarations against him. In addition, he requested the Court to temporarily halt the implementation of the Award while the legal proceedings are ongoing. The Court examined two main matters in Mr. Abdullah's interim application: Did Mr. Abdullah's grounds for seeking non-enforcement of the verdict fit within the scope of Article V of the NYC which specifically permits the denial of enforcement of arbitration agreements? Furthermore, does the Convention permit the filing of a complaint for a negative declaration to halt the enforcement actions of the foreign commercial arbitral awards?

The Court addressed both issues by determining that Mr. Abdullah's arguments were within the scope of Article V of the NYC. However, it also concluded that the claim for a negative declaration was subject to the laws of the specific jurisdiction. The Court observed that the use of Article V (I) of the NYC was limited to the commencement of enforcement measures. The NYC provides a comprehensive REFCAs legal framework and solutions for debtors who desire to evade enforcement. The Convention limits the ability to use its provisions. Debtors who are dissatisfied with a judgment have the option to appeal it, resist enforcement by the party that received the award, or contest it in the arbitration venue.

The remedies mentioned are protected under Article V of the NYC. Article V (1) (e) of the Convention provides a specific enumeration of grounds for refusing to carry out an arbitration ruling and temporarily delaying its enforcement. The parties have the right to decline to participate in the process of resolving disputes via REFCAs if the decision has not yet become legally binding or if it has been invalidated or temporarily halted by a competent authority in the country where the decision was made or under the governing laws of that country. The Convention mandates that the relevant authorities in the country where the award originated or under its governing laws must put aside and temporarily halt it. The Convention does not include actions of negative declaration. An adverse declaration action may be redundant since it is analogous to setting aside proceedings.⁸

In the case of *Louis Dreyfus Commodities Suisse SA (LDCS) Vs Acro Textile Mills Ltd.*⁹ (ATML), the applicant sought the Court's intervention under Section 6 of the REFA, 2011. The applicant requested the Court to order the filing of an appeal award dated September 30, 2011, pronounce judgment in their favor based on this award, award costs to the plaintiff, and grant any other appropriate relief. The case involves a transaction where ATML intended to sell raw cotton to LDCS. The parties followed standard procedures for international sales, with each party proposing its version of the contracts' terms and conditions. The dispute centers on the terms, prices, and shipment dates of the contracts provided by each party. The contracts

⁷ *Abdullah vs. Messrs CNAN Group*, Civil Original Suit No. 80492 of 2017

⁸ *Abdullah vs. Messrs CNAN Group*, Civil Original Suit No. 80492 of 2017

⁹ C.O No.649 of 2013. *Louis Dreyfus commodities suisse s.a. vs. Acro Textile Mills ltd*

incorporated the rules and by laws of the International Cotton Association and included an arbitration clause that required disputes to be resolved through arbitration in Liverpool, England.

Acro declined to carry out the agreements despite discussions and offers to resolve the matter, leading LDCS to initiate arbitration processes with the International Cotton Association. The arbitral tribunal awarded LDCS an AW on March 18, 2011. Additional emails from the International Cotton Association corroborate the arbitration process, which included the receipt of a notice of appeal and the formation of an appeal committee. Award from a technical appeal committee was granted on September 30, 2011. The primary concerns are on the implementation of this appeal order and the applicant's desire for Court recognition.

This case dismissed the award debtor's objection to the arbitration agreement and the arbitration award. The Court determined that it is impermissible to combine the limitations imposed by Article II and IV of the NYC regulations with the justifications provided under Article V in order to expand the scope of challenges to awards. In this case, the Court upheld the arbitration conditions and the decision made by the arbitrator. The email address of the individual owing the award has been verified for the purpose of engaging in agreement discussions and selecting an arbitrator. The Court also conducted a direct comparison of the award debtor's signature in person to ascertain the execution of the agreement.¹⁰ The Court's upholding of the REFCAAs within international arbitration norms was laudable. The Court reaffirmed its vital role in REFCAAs by following due process, evaluating REFCAA legitimacy and remaining within the stipulated grounds for appealing awards, promoting international commerce and trust in cross-border transactions.

In the case of *M/s Tradhol International SA Sociedad Unipersonal (Plaintiff) Vs. M/s Shakarganj Limited (Defendant)*,¹¹ plaintiff sought the enforcement of a "Final Award" issued by the LCIA. The plaintiff had complied with all the requirements for filing an application for the recognition and enforcement under the REFA 2011 and the NYC. The "Final Award" included currency and interest claims. The plaintiff claimed the Award was final and enforceable without obstacles. The defendant claimed the agreement was improperly signed and had been contested in Pakistan's civil courts. They argued that the "Final Award" was unenforceable owing to these flaws and Public Policy violations.¹²

The Court's judgment was supported by the implementation of REFCAAs in Pakistan, as outlined in the REFA 2011, NYC, and UNCITRAL Secretariat Guidelines on the Convention. The Court assessed the terms and principles of REFCAA. The NYC and REFA 2011 pro-enforcement policy aimed to facilitate the enforcement of international commercial arbitration awards by streamlining the process. The Court confirmed the "Final Award" of the LCIA, highlighting the importance of party autonomy and the efficacy of arbitration in resolving disputes. The Court determined that Tradhol fulfills the REFCAA criteria. Due to the feeble nature of Shakarganj's arguments, the Plaintiff emerged victorious in their pursuit to implement the "Final Award."

The Court played a pivotal role in evaluating the REFCAA application. Having thoroughly analyzed the issues from all perspectives, a fair and impartial investigation was carried out. The

¹⁰ *ibid*

¹¹ Civil Original suit no. 80492/2017

¹² *ibid*

Court was tasked with interpreting and implementing applicable legislative laws, scrutinizing the legitimacy of the arbitration agreement, assessing the objections raised by the respondent (Shakarganj) and determining the enforceability of the foreign commercial arbitral awards. The Court enhanced the capacity to forecast business outcomes provided clear interpretation of laws, increased the efficiency of international commercial arbitration, and promoted the ideals of the REFA 2011, NYC, and international trade facilitation.

In the case of Rossmere International Ltd,¹³ through an authorized representative (Plaintiff) versus Sea Lion International Shipping Inc. and six others (defendants), the Plaintiff, agreed to buy the vessel "GAMMA" from the first defendant for US\$7,899,547.24 on December 17, 2014. As part of the deal, Plaintiff deposited US\$1,379,909.44 as an advance payment in the Fal group's bank account, held under Fal Energy FZCO (defendant No.5). A dispute arose between Plaintiff and the first defendant regarding this agreement. Per clause 10 of the agreement, the matter was referred to a panel of Arbitrators in England through the LMAA. The Plaintiff sought the return of the deposited amount, damages and interest.¹⁴

The arbitral tribunal issued a ruling on July 14, 2015, instructing the first defendant to reimburse the plaintiff the sum that had been paid, together with accrued interest and fees. On July 14, 2016, the High Court of Justice Queens Bench Division Commercial Court in England issued a decree to execute this decision in favor of the Plaintiff. Defendants 1 to 6, who are part of the "Fal Group," are accused of attempting to evade the AW. Defendant No.7 marketed a product called "ZETA," which they referred to as "MALIN." The plaintiff said that "MALIN" was trapped in Balochistan, Pakistan. The Plaintiff petitioned the Balochistan High Court to issue REFCAs (Restraining Orders) to prevent the removal or dismantling of "MALIN" and its components from the jurisdiction until the owed money was paid.¹⁵

Defendant No.7 requested the plaintiff's claim be rejected under Order VII, Rule 11 of the Civil Procedure Code, 1860. Defendant No.7 claimed they were not parties to the Arbitral Award and the vessel was not its subject. Justice Jamal Khan Mandokhail articulated arbitration and REFA concepts in his opinion. He highlighted that foreign commercial arbitral awards may only be implemented against parties, not third parties.

The Court ruled that defendants Nos. 1 to 6 could not sell their assets, including the vessel "MALIN" before receiving the award. The vessel was sold before the award's enforcement, thus the defendants no longer owned it. The Court noted that Plaintiff had previously won a decree for the identical award in English Court, making it improper to seek enforcement of the Award again via Balochistan's High Court. Given these considerations, the Court granted respondent No. 7's motion to dismiss the Plaintiff's claim, refusing award enforcement. This case comprehensively analyzed the REFCAs, emphasizing the arbitration agreement's restricted participants. The defaulting party's bank account location decides jurisdiction for enforcement, the Court said. The Court prioritised existing legal rulings, rejecting the plaintiff's vessel sale claim and referencing the previous English Court's Award recognition. This ruling supports enforcement while preserving legal standards.¹⁶

¹³ Rossmere International Ltd. through Authorized Representative v. Sea Lion International Shipping Inc and 6 others, PLD 2017 Balochistan 29

¹⁴ *ibid*

¹⁵ *ibid*

¹⁶ *ibid*

In the case, *Jess Smith and Sons Cotton LLC*¹⁷ sought the REFCAAs dated December 16, 2011, by the International Cotton Association Limited (ICAL). The case revolved around a contractual relationship between the plaintiff and the defendant, governed by terms and conditions established through exchanging letters and emails. The contract was subject to the rules and regulations of the ICAL under English law and jurisdiction, including an arbitration clause. According to the plaintiff, the defendant had agreed to purchase 140 metric tons of American Raw Cotton under this contract but the defendant failed to fulfill its obligations, leading to a dispute. The Plaintiff initiated arbitration proceedings before the ICAL, which resulted in an ex-parte award on December 16, 2011. The defendant raised objections, including the absence of a legally executed and subsisting AA, lack of notice regarding arbitration and the claim that no actual shipment of cotton was made. The defendant argued that the ex-parte Award was illegal, unlawful, and unenforceable under Pakistan's laws.

The Court examined the standards outlined in the REFA 2011, which mandate the submission of the original award or an officially certified copy, as well as the original AA or duplicates thereof. Upon providing an authenticated duplicate of the judgment, the Plaintiff submitted correspondences and electronic messages as evidence to establish the existence of the arbitration agreement. The Court raised concerns about the authorization and role of Pakistan AXA International as a dealer. The defendant contested any contractual connection with the Plaintiff, so raising uncertainty over the Court's REFCAA jurisdiction.¹⁸ According to Article IV and V of the NYC the Court has the authority to reject REFCAAs if they are missing necessary documents or for other exceptional circumstances. The Court emphasized the need of not interpreting the circumstances for refusing enforcement in a wide manner. Furthermore, it has the authority to use discretion in favor of enforcing the decision. The case examined the conflicting facts and questions raised by the parties in order to ascertain whether the Court has the authority to award the REFCAAs.

The case ruling elucidates the circumstances under which a court has the prerogative to dismiss REFCAAs. The Court emphasized the need of adhering to certain requirements, such as presenting the original Award. The statement emphasized the Court's power to postpone the implementation of a decision, taking into account the specific circumstances of each individual instance. The court emphasized the need to restrict the investigative scope to the specific conditions for refusing to comply with the relevant law. Moreover, the Court emphasized the need of interpreting these instances of refusal in a limited and specific manner, and using judgment in favor of enforcing them. The Court further acknowledged its jurisdiction to oversee proceedings and implement requisite actions in accordance with the case. It may be necessary to define issues clearly and provide written evidence. Pakistan has under criticism for carrying out foreign contracts and REFCAAs.

The UK Judicial Approach

The UK courts have jurisdiction over REFCAAs depending on the applicable regimes. Several courts in the UK have jurisdiction in this regard.¹⁹ The specific courts involved depend on the governing laws and regulations applicable to the REFCAAs in the UK. The Act 1996²⁰ establishes that the competent courts are the High Court or the County Court regarding REFCAAs in the UK. This section deals explicitly with the allocation of proceedings under the

¹⁷ *Jess Smith and Sons Cotton LLC Versus D.S. Industries* Civil Original no. 628 of 2014,

¹⁸ *Ibid*

¹⁹ Blackaby, N., Partasides, C., & Redfern, A. (2023). *Redfern and Hunter on international arbitration: Student version*. Oxford University Press

²⁰ *ibid*

1996 Act between these two courts. The High Court is a superior court with comprehensive jurisdiction and handles more complex and high-value cases.²¹ It is typically the preferred forum for international arbitration matters and REFCAAs. The High Court has the authority to handle cases involving significant legal issues, substantial sums of money or matters of public importance. On the other hand, the County Court is a lower-level court that deals with less complex and lower-value cases. It has a more limited jurisdiction compared to the High Court.²² The Pakistani government created the Awami Haj Trust to partner with Dallah Estate on land purchase and home construction in Mecca, with conflicts addressed by ICC arbitration in Paris. However, the Trust was brief and ended. Dallah claimed Pakistan was a Trust successor governed by the Arbitration Act and commenced arbitration. Pakistan rejected this throughout arbitration. Dallah tried to enforce his award in London but Pakistan objected. For resisting NYC and AA 1996 implementation, Pakistan claimed the AA was invalid. At first, Justice Aikens resisted enforcement.²³

The Dallah appealed in 2009 addressing the 1996 Act's enforcement grounds, the Court of Appeal stressed that it requires a thorough examination of relevant issues, not just a review of the Tribunal's judgment. The Court also rejected the concept that the arbitration's supervisory Court was supreme and that contesting a judgment was necessary to fight execution elsewhere. The SC upheld the Court of Appeal and High Court's rulings that Dallah's Award against Pakistan should not be implemented. The ruling defined the UK's competence-competence doctrine, which concerns an arbitral tribunal's authority to determine its jurisdiction and the relationship between the Tribunal's jurisdictional power and the Court's authority to do so. Lord Collins called it a global issue.²⁴

Like the Court of Appeal, the Supreme Court ruled that Pakistan was not a party to the relevant AA, refusing to implement the Award for Dallah. The Supreme Court carefully investigated whether any joint purpose between Dallah and the Pakistani government would tie the government to the AA under French law. The SC authorized a complete reevaluation of the facts and law. The ensuing ruling thoroughly and rationally explains the English courts' power to re-examine jurisdictional concerns while executing NYC awards.²⁵

This Supreme Court judgment affects REFCAAs greatly. Section 103 of the 1996 Act allows English courts to consider factual and legal factors when evaluating arbitration agreement legality, challenging the idea that the arbitral panel has the ultimate word. It may prolong judicial procedures while courts reexamine such things. However, this extensive examination of English court jurisdictional concerns may provide some reassurance. While various jurisdictions may stress their less interventionist approach, the Supreme Court's comparative analysis reveals a worldwide uniformity in acknowledging the Court's jurisdictional oversight function. The ruling further streamlines award contestation by stating that parties need not fight decisions at the arbitral seat before opposing enforcement elsewhere. This ruling emphasizes the need of all relevant parties being signatories to arbitration agreements, especially where

²¹ Zafarovich, T. S. (2022). Different approaches in enforcement of arbitral award annulled at the place of arbitration. *Miasto Przyszłości*, 25, 320-323

²² El-Hakim, J. (1989). Should the key terms award, commercial and binding be defined in the New York Convention? *Journal of International Arbitration*, 16, 161, 165-166.

²³ Bawah, A. S. (2019). The doctrine of kompetenz-kompetenz: An instrument of fraud or justice? The case of Dallah Real Estate and Tourism Holding Company (Appellant) (Dallah) v The Ministry of Religious Affairs (Government of Pakistan). *Open Journal of Social Sciences*, 7(6), 168.

²⁴ Bawah, A. S. (2019). The doctrine of kompetenz-kompetenz: An instrument of fraud or justice? The case of Dallah Real Estate and Tourism Holding Company (Appellant) (Dallah) v The Ministry of Religious Affairs (Government of Pakistan). *Open Journal of Social Sciences*, 7(6), 168.

²⁵ *Dallah Estate and Tourism holding company v the ministry of religious affairs, government of pakistan* [2010] uksc 46; on appeal from: [2009] ewca civ 755

governments or governmental institutions are involved, and the value of clarity in identifying contractual parties.

The brief facts of Yukos Capital (YC) S.a.r.L²⁶ is that in 2006, YC obtained four awards against Rosneft (R) totaling over US\$400 million. The amount of the Awards was about US\$400, paid in August 2010. However, the Russian Arbitrazh Court annulled these awards in 2007, prompting YC to pursue enforcement in the Netherlands. The Amsterdam Court of Appeal allowed enforcement, leading to further actions in the English High Court in 2010. This case focused on two critical preliminary issues: firstly, whether enforcement of annulled arbitral awards was permissible under common law, and secondly, whether interest could be recovered under Russian or English law. In this case, English High Court finds two critical issues.

The Rosneft argued regarding the preliminary issue to the enforcement of the Award that the awards were annulled under Russian law and no longer had legal existence, thus preventing any possibility of enforcement of the Award. However, YC contended that the Court could still give effect to the awards despite the annulment if it could prove that the annulment decisions were tainted by bias or other violations. Regarding this first issue, the Court emphasized that it would be unsatisfactory and against basic principles of justice to enforce a foreign court decision that violated principles of honesty, natural justice and domestic public policy. Therefore, the Court held that it could enforce the awards at common law if YC substantiated the allegations against the annulment decisions.²⁷

This case raises critical questions regarding the enforceability of awards set aside by the courts of the seat and the possibility of recovering interest on such awards under different legal systems. Regarding the enforcement issue, the decision of the English Court to potentially enforce the awards despite their annulment in the country of origin signifies gratitude of the importance of upholding principles of honesty, natural justice and Public policy. However, a transparent and standardized framework for determining when enforcement is permissible in such cases could lead to consistent judgments and protracted legal disputes in similar situations. Concerning the interest preliminary issue, the Court ruling highlighted the challenges in reconciling different legal interpretations across multiple jurisdictions. The divergence between Russian and English law on the question of interest accrual underscores the complexities of the REFCAAs. While the decision allows for awarding interest under the Senior Courts Act 1981, there needs to be a standardized approach for resolving conflicts between various legal systems to leave room for ambiguity and further legal disputes.

In the case of *U and M Mining Zambia Ltd*²⁸, the Court explored whether English courts have exclusive authority to grant interim measures in support of an arbitration seated in England until the arbitral tribunal is appointed. While the Court did not make a final decision on this matter, it concluded that although English Courts would generally be the primary choice for such applications, parties might still turn to other national courts for interim relief or protective measures if practical considerations make it more reasonable to do so.

The Court decided two key problems. First, notwithstanding references to Zambian jurisdiction throughout the Contract, it determined that England was the appropriate arbitration venue since the parties had voluntarily consented to it. Second, the Court emphasized that the arbitration seat's courts would be the obvious venue for interim remedies sought by KCML in Zambia. It accepted that parties may seek interim measures in other Courts for practical reasons in rare cases. Notably, the LCIA Arbitration Rules tacitly allowed parties to apply to state courts before assembling the arbitral Tribunal. The Court dissolved the anti-suit injunction because

²⁶Yukos Capital (YC) S.a.r.L case [2012] EWCA civ 855 |

²⁷ *ibid*

²⁸*U&M Mining Zambia ltd v Konkola Copper Mines PLC* [2013] EWHC 260

Zambia was the obvious venue for these proceedings due to the dispute's national significance and the rules' wide reference to "any state court".²⁹

This case showed that non-English courts may provide interim relief in UK arbitration. Practicalities may lead parties to seek interim remedies elsewhere, even if English courts have primary jurisdiction. This case shows how arbitral standards affect whether parties may seek interim relief from courts outside the arbitration seat before tribunal composition. Parties may seek interim remedy from non-seat courts under the LCIA Rules 1998 and ICC Rules 2012. Additionally, national temporary relief legislation is crucial. ML countries like Zambia may apply interim protective measures before or during award processes even if the arbitral seat is outside. The AA 1996 allows English courts to aid international award cases. Arbitration seat courts may accept such tactics if they claim exclusive jurisdiction and issue anti-suit injunctions.

In the case of *Taurus Petroleum Limited*,³⁰ the dispute arose from contracts between Taurus Petroleum and the State Oil Marketing Company of Iraq (SOMO), leading to an arbitration award in favor of Taurus. SOMO subsequently entered into letters of credit with *Crédit Agricole*, where payments were to be made to the Central Bank of Iraq (CBI). Taurus sought to enforce the award by obtaining a third-party debt order in England to recover the funds from the letters of credit. SOMO argued that the debts were located in New York, thus challenging the jurisdiction of the English courts.

The High Court determined that the debt's location was London, where *Crédit Agricole* was based, but it found that the letters of credit created a joint promise to SOMO and the CBI. The Court of Appeal disagreed with the location of the debt and concluded that it was in New York, the place of payment under the letters of credit. Additionally, it held that SOMO was not the sole beneficiary of the letters of credit, thus denying the third-party debt order. The Supreme Court unanimously disagreed with the Court of Appeal, confirming that the jurisdiction of the debt was London, criticizing the previous case of *Power Curber*. The majority in the Supreme Court also determined that SOMO was the sole beneficiary of the letters of credit and that a third-party debt order was permissible.³¹

The key takeaway from the Supreme Court judgment in this case for financial institutions is the clear and specific determination of the location of the debt obligation in a letter of credit which is the place of residence of the issuing bank. It's worth noting that the Supreme Court decision revealed a division in its approach to constructing the letters of credit. This point drew significant attention, especially since the then-president of the Court dissented. The majority of the Court placed considerable weight on the provisions of UCP 600, which serve to standardize international trade practices in letters of credit. This approach was viewed as more practical and commercially oriented, interpreting the added conditions narrowly and refusing to imply any transfer of beneficial interest from the terms of the letters of credit.

In the *Essar Oilfields Services Limited (EOSL) Vs. Norscot Rig Management Pvt Limited (NRMPL)*³² dispute, LCIA concluded that EOSL liable to pay damages to NRMPL for a repudiator breach of their agreement. The arbitrator issued a fifth partial award which included a costs award of approximately US\$4 million, encompassing £1.94 million in litigation funding costs incurred by Norscot to finance the arbitration. Essar challenged this award under the AA, 1996 contending that the arbitrator exceeded his powers by including litigation funding costs.

²⁹ *U&M Mining Zambia Ltd v Konkola Copper Mines PLC* [2013] EWHC 261

³⁰ *Taurus Petroleum Limited (Appellant) v State Oil Marketing Company Of The Ministry Of Oil, Republic Of Iraq (respondent)* [2017] UKSC 64

³¹ *ibid*

³² *Essar Oilfields Services Ltd v Norscot Rig Management Pvt Ltd* [2016]

This led to a legal dispute over whether such expenses could be included in the Award and whether Essar's challenge was valid.

The Court's analysis in this case centered on whether the arbitrator had surpassed his powers in including the costs of third-party funding within the costs award. The Court emphasized that a challenge under section 68(2) of the AA 1996 could only be upheld if the arbitrator is purported to exercise a power he did not possess rather than erroneously exercising a power he did have. In this case, the emphasis was the authority to award costs, a power granted to the arbitrator under the AA 1996 and ICC Rules. Even if the arbitrator's interpretation of "other costs" was incorrect, it constituted an erroneous exercise of a power he possessed, not a lack of authority, making it an inadequate basis for a challenge under section 68 (2) (b). The Court further confirmed that "other costs" could encompass expenses related to litigation funding since they were directly associated with the arbitration process and fell under the arbitrator's broader authority over costs. Lastly, the Court determined that the arbitrator's cost decision did not amount to a significant irregularity and that Essar's challenge lacked merit.³³

The Court's judgment, in this instance, underscores the rigorous standards for contesting an award as outlined in section 68 of the Act 1996. It stresses that a mere legal mistake in the arbitrator's authority to grant costs needs to be revised to qualify as a significant irregularity. The decision also affirms that the term "other costs" mentioned in section 59 (1) (c) can include litigation funding expenses, although it does not require their automatic inclusion. Instead, it allows the tribunal to decide which expenses are pertinent to the arbitration process. The decision has sparked debate within the arbitration community with questions about whether funding costs should be considered "costs" or categorized as damages to be proven in the arbitration itself. Concerns have been voiced about the conditions under which funding costs should be recoverable, such as whether it should be limited to cases where the claimant has no other recourse due to the respondent's actions or extended to any financially constrained claimant, regardless of the respondent's conduct. The issue of disclosure of funding arrangements at the outset of proceedings has also been raised, as this judgment suggests that challenging a tribunal's decision on funding costs may offer limited recourse for the paying party. Overall, the decision leaves several complex questions unanswered and the recovery of funding costs will ultimately depend on the discretion of the tribunal in each case.

In the *IPCO (Nigeria) Limited vs. Nigerian National Petroleum Corporation (NNPC)*³⁴ case, the UK SC made a significant ruling that overturned a decision by the COP. The COP had previously required the NNPC to provide an additional US\$100 million in security. At the same time, the case was sent back to the Commercial Court to address IPCO's challenges to enforcing an award. The Supreme Court clarified an essential aspect of the law: while English Courts have the authority to order security under section 103(5) of the AA 1996 when an enforcement challenge is pending in the jurisdiction where the AW was issued, this case involved a challenge to the enforcement of the Supreme Court under section 103(3) of the Act. As a result, there was no legal basis to order security under the Act or the NYC, 1958.

The Supreme Court ruling underscores that the NYC operates as a comprehensive framework that limits the English court's ability to order security as a condition for pursuing a legitimate challenge to enforcement, except in situations envisioned by section 103(5) of the AA1996. The Supreme Court emphasized that the NYC aims to balance the right to enforce arbitral awards and the right to challenge them, with security not being a primary focus, except in specific circumstances defined by section 103(5). Additionally, the Court pointed out that it has other powers, such as issuing orders for disclosure and freezing assets, to assist award creditors without undermining the rights of award debtors to challenge the enforcement of the awards. This ruling clarifies the application of the NYC in the context of security for

³³ *ibid*

³⁴ *IPCO (Nigeria) Limited Vs. Nigerian National Petroleum Corporation (NNPC)* [2017] UKSC 16

enforcement challenges and reinforces the Convention's role in facilitating international arbitration proceedings.

The UK Supreme Court has reversed Court of Appeal decision that required the NNPC to furnish a security deposit of US\$100 million. At the same time, the case was sent back to the Commercial Court for a determination of IPCO challenges to the REFCAs. The case revolves around the REFCAs obtained by IPCO against NNPC in 2004, amounting to USD 150 million plus interest. Over the years, NNPC has lodged numerous challenges to the enforcement proceedings including an application under section 103(5) of the AA to postpone the proceedings. This application was granted in 2005 contingent upon NNPC posting US\$50 million as security (later increased to US\$80 million in 2008-9).

In 2012 IPCO initiated an application for REFCAs, but it was dismissed. However, the COP decided that the prolonged and slow progress of the Nigerian proceedings provided sufficient grounds to restart the enforcement proceedings. Specifically, the Court of Appeal did two things: (i) it sent the case back to the Commercial Court to evaluate whether allegations of fraud constituted public policy ground to deny enforcement under section 103(3) of the AA, and (ii) it required NNPC to provide an additional US\$100 million as security, in addition to the previously ordered US\$80 million. NNPC sought permission to appeal to the Supreme Court against the Court of Appeal order for security. In essence, NNPC argued that the order lacked jurisdiction, was fundamentally flawed, or was unwarranted, considering NNPC's strong prima facie case of fraud, which entitled it to resist the enforcement of the entire award.

The Supreme Court upheld the appeal and nullified the order for additional security. It found that the Court of Appeal had committed two significant errors. Firstly, the Court of Appeal had not genuinely postponed the enforcement proceedings by section 103(5) of the AA 1996. Instead; it had instructed that the underlying public policy challenge stemming from the fraud allegations should be resolved in English courts without waiting for the outcome of the Nigerian proceedings. This challenge fell under section 103(3) of the Act and did not constitute a postponement as defined in section 103(5). Furthermore, only section 103(5) explicitly allows for ordering security in the context of such a postponement. Sections 103(2) and (3) which outline grounds for challenging award enforcement, do not mention the authority to order security. Therefore, the Court of Appeal had essentially mandated the award debtor to provide security as a condition for deciding an issue under section 103(3) where such authority did not exist. Consequently, the Supreme Court concluded that the Court of Appeal order for security exceeded the jurisdiction or power granted by section 103 of the Act.³⁵

The Comparative Analysis of Judiciary Regarding REFCAs in Pakistan and the UK

In Pakistan and the UK, Courts emphasize the precept of finality in REFCAs and intend to uphold party autonomy and the integrity of the arbitral system.³⁶ They usually refrain from re-examining the merits of the case or the actual findings made by the arbitral tribunal, focusing alternatively on procedural equity and compliance with public policy considerations. Pakistan and the UK courts have a comparable view that the validity of arbitration agreements relies upon the consent of parties and it will be under the law of the country in which it was made.³⁷ By upholding legal ideas and ensuring accurate application of the legal guidelines, the Supreme Court safeguards the integrity and effectiveness of the REFCAs regime. Its decisions bring finality to the legal process, promoting trust and stability. The Supreme Court in various

³⁵ *ibid*

³⁶ University Of Essex, school of law, ll.m in international commercial and business law, 2018/19, supervisors: dr. flora huang, dr. onyeka osuji, dissertation: "whether does the new york convention 1958 still fit for the purpose in the uk and pakistan?"

³⁷ Rafi, F. (2019). Whether does the New York Convention 1958 still fit for the purpose in the UK and Pakistan? (Unpublished master's dissertation). University of Essex, School of Law

instances provided definitive judgments, enhancing investors' confidence nationally and internationally in the judiciary and the arbitration system of Pakistan.

In the past Pakistan's Courts have rejected REFCAAs in some cases based on the absence of recognition of the International Arbitration regime in Pakistan or in any foreign State. An illustrative instance of this occurred in 1961 when the Supreme Court of Pakistan in its verdict for Messrs Yangtze (London) Limited Vs Messrs Barlas Brothers (Karachi),³⁸ declined to enforce an award granted by the LCIA on specific grounds. It was held that without an official notification from the Central Government of Pakistan recognizing England as a signatory to the Convention and designating its territories as ones to which the said Convention applies, an award issued by the LCIA cannot be deemed a foreign award as defined in Section 2 of the APC 1937. Consequently, such an award cannot be submitted to any court in Pakistan for recognition and enforced akin to an award resulting from arbitration proceedings within Pakistan or governed by the AA 1940. However, after the 2011 Act, the attitude of the Courts in Pakistan was more open to the REFCAAs.

In the Louis Dreyfus case³⁹, the Lahore High Court pronounced that the unmistakable intention of the law is to promptly and efficiently implement the REFCAAs. In essence, the enactment of the 2011 Act aims to realize the objectives of the NYC which constitutes a binding accord among the contracting States. The primary rationale behind this enactment is to ensure that awards granted by the International Court of Arbitration Forums are duly enforced and recognized. This minimizes the contracting parties' time to fulfill their international commitments through enforcement.

The Sindh High Court echoed similar sentiments in the case of Dhanya Agro-Industrial (Pvt) Limited⁴⁰ the Court affirmed that the legislative intent behind the enactment of the 2011 Act was to accelerate the process by providing enhanced enforceability to FAAs established among members of NYC States. The inclination towards a 'pro-enforcement bias' is gradually becoming evident in the rulings of Pakistan's Courts following the implementation of the REFA 2011.

In the UK, both the High Court and the County Court are designated as the proper courts for the REFCAAs under the UK's 1996 Act. The High Court typically handles arbitration agreements and foreign commercial arbitral enforcement cases which can involve enormous monetary value, complicated legal issues or public importance. The County Court examines lower-value matters and has a more limited jurisdiction. By section 105 of the Act 1996, the decision of these Courts depends on the circumstances of the case including the value, complexity and preferences of the parties, allowing for a customized strategy for the REFCAAs.⁴¹

The Court of Appeal is the intermediate appellate court in the UK. It hears appeals from lower courts which include the High Court on diverse legal subjects which include REFCAAs instances. The Court of Appeal is chargeable for reviewing awards made through the subordinate's Courts to ensure that they were compiled effectively under the law. In REFCAAs matters, if a party is dissatisfied with the decision of the High Court they could proceed to the Court of Appeal. The Court of Appeal has the authority to analyze the legal reasoning and application of law within the lower Court's awards.

It can confirm, reverse or modify the lower Court award primarily based on its case evaluation. The Court of Appeal position is tremendous in clarifying legal concepts and setting precedents. Its choices contribute to the development of the regulation and guide future R and E instances.

³⁸ Louis Dreyfus case [PLD]1959 (W.P.) Karachi 423)

³⁹ Louis Dreyfus Sa Commodities V Acro Textile Limited PLD (2018) Lahore 597

⁴⁰ Dhanya Agro-Industrial (Pvt) limited case 2019] CLD 160

⁴¹ Rafi, F. (2019). Whether does the New York Convention 1958 still fit for the purpose in the UK and Pakistan? (Unpublished master's dissertation). University of Essex, School of Law

The judgments issued by the Court of Appeal deliver persuasive authority and are often referred in subsequent cases.⁴²

The Supreme Court of the UK is the apex court for the REFCAAs.⁴³ If the arbitral party is dissatisfied with the decision of the High Court and appellate court, then the arbitral party applies to the Supreme Court of the UK. The Supreme Court of the UK plays a substantial role regarding the REFCAAs. In the UK, courts are usually pro-arbitration and tend to adopt a supportive method to enforce awards. They prioritize upholding the finality and effectiveness of arbitration awards and having limited scope for court intervention.

In the case of *Dallah*,⁴⁴ a Saudi Arabian organization, they have sought REFCAAs against Pakistan in the UK. The dispute arose from an agreement between the parties for the development of pilgrim accommodation in Mecca. The arbitration happened in France and the arbitral tribunal ruled in the applicant's desire, awarding damages against Pakistan. While the applicant applied for enforcement in the UK, Pakistan resisted enforcement, arguing that it turned into not a party to the arbitration agreement. The HC and the Court of Appeal both refused enforcement, finding that Pakistan had no longer been a party to the arbitration agreement. Consequently, the award could not be enforced against the award creditor.

However, the UK Court overturned the lower court decisions and allowed enforcement of the award. The Supreme Court held that an AA cannot be enforced against the non-signatory party to an arbitration agreement; however, it can be enforced against them if they may be found to be a party to the arbitration agreement under the principle of "group of corporations" or "monetary reality." The court discovered that the arbitration agreement became binding on Pakistan because the Ministry of Religious Affairs acted as an agent for the authorities of Pakistan. This case demonstrates the courts of the UK's willingness to put in force foreign commercial arbitral award and their approach to decoding arbitration agreements extensively, even when one of the parties tries to escape from the enforcement.

In the case of *Yukos Capital*,⁴⁵ the High Court of England and Wales addressed the REFCAAs from Russia inside the UK. The dispute arose from dismantling the YOC, and YC SARL, a subsidiary of YC sought the REFCAAs of a Russian arbitral award in opposition to YOC. The High Court identified and enforced the foreign commercial arbitral award, highlighting the restricted grounds for refusal and the pro-enforcement policy under the NYC and the AA 1996. The court emphasized that the REFCAAs must be approached with a pro-enforcement mindset to uphold the parties' agreement to arbitrate and to ensure the finality and enforceability of awards.

The Supreme Court of Pakistan treated the REFCAA received through KKEU towards the authorities of Pakistan. The Supreme Court emphasized the significance of upholding party autonomy and the integrity of the arbitral procedure. It held that the foreign commercial arbitral award has to be recognition and enforcement except for procedural irregularities, public policy violations or invalidity of the AA.⁴⁶ In another case, the Supreme Court of Pakistan addressed the REFCAAs received through Engro enterprise against Al-Murjan Investments and Trading LLC.⁴⁷ The Supreme Court upheld the lower court's decision and emphasized the pro-enforcement method in international arbitration. It stressed that the REFCAAs should be

⁴² *ibid*

⁴³ Sarosh Zaiwalla. (2008). Commentary on the Indian Supreme Court judgment in *Venture Global Engineering v. Satyam Computers Services Ltd.* *Journal of International Arbitration*, 25(4)

⁴⁴ *Dallah Actual property and tourism keeping employer v. Ministry Of Non-Secular Affairs Of The Authorities Of pakistan* [2010]

⁴⁵ *Yukon Capital Sarl v. Ojse oil company* [2014] ewhc 2188

⁴⁶ *Government Of Pakistan v. Markey Karadeniz Elektrik Uretim A.S.* [2017] PKSC 27: in this case,

⁴⁷ *Engro Company Restricted v. Al-Murjan Investments And Buying And Selling Llc* [2019] PKSC forty three:

facilitated unless there are extraordinary circumstances together with a contravention of public policy.

Conclusion

The REFCAAs significantly contribute to international trade and investor trust. The judiciaries in Pakistan and the UK heavily prioritize the notion of finality in REFCAAs. This is done to preserve party sovereignty and maintain the integrity of the arbitral system. The courts of both countries value procedural fairness and the adherence to public policy matters above the reevaluation of the case's merits or the actual decisions of the arbitral panel. Arbitration agreements are often deemed enforceable when they have obtained consent from all parties involved and comply with the relevant laws of the country in which the agreement was established. Moreover, both regions have seen a transition towards a "pro-enforcement bias," acknowledging the need of promptly and efficiently executing REFCAAs. The incorporation of the 2011 Act and the UK Arbitration Act, 1996, into Pakistan's legal framework has played a crucial role in aligning the country's legal system with the objectives of the NYC. The shift is seen in cases like as the Louis Dreyfus case, where the Lahore High Court emphasized the need of promptly and efficiently establishing REFCAAs to enhance the enforcement of judgments among the signatory States of NYC.

The UK's legal system is abundant with judges who are supportive of arbitration, as seen by the consistent affirmation of the legitimacy and conclusiveness of arbitration rulings by the Supreme Court, County Court, High Court, and Court of Appeal. Prominent cases such as *Dallah* and *Yukos Capital* demonstrate that UK courts have a tendency to interpret arbitration agreements in a broad manner to ensure their enforcement, and are willing to enforce international commercial arbitration awards. Pakistan's courts have sometimes shown skepticism and reluctance towards REFCAAs. An illustrative instance is the 1961 legal dispute between *Messrs Yangtze (London) Limited* and *Messrs Barlas Brothers*, when the Pakistani Supreme Court declined to maintain a verdict by the LCIA claiming the absence of official acknowledgment of the international arbitration system. However, the enactment of the 2011 Act brought about a change, indicating a more permissive perspective on REFCAAs. Nevertheless, the UK has shown its commitment to promote arbitration by the implementation of the Arbitration Act 1996. The legal system in the United Kingdom consistently places a high value on party autonomy and finality, as seen by its court decisions that strongly emphasize enforcement. This contextual information establishes the foundation for the UK's proactive stance in implementing and enforcing REFCAAs.

The *Louis Dreyfus* case and the *Dhanya Agro-Industrial (Pvt) Limited* case in Pakistan exemplified the transformation of the judicial system after the implementation of the 2011 Act. These examples emphasize the objective of the Act, which was to accelerate the process and enhance the implementation of Foreign Arbitral Awards (FAAs) issued among inhabitants of signatory States of NYC. The court decisions in Pakistan are increasingly demonstrating a propensity towards a "pro-enforcement bias." The *Dallah* case and the *Yukos Capital* case are prominent judgments in the United Kingdom that exemplify the courts' commitment to enforcing international commercial arbitration awards. In the *Dallah* case, the UK Supreme Court demonstrated its willingness to interpret arbitration agreements expansively, even when one side attempts to evade enforcement. The case establishes the idea that based on ideas such as "group of corporations" or "economic reality," a party who did not sign the agreement may nonetheless be considered a party to the arbitration agreement and be obligated to comply with the verdict.

When comparing the judicial perspectives on the REFCAAs, there are both minor differences and shared characteristics between Pakistan and the UK. While all nations emphasize finality, party autonomy, and the integrity of the arbitral process, various approaches have been developed due to historical context and legislative reforms. The enactment of the 2011 Act has caused a change in Pakistan's viewpoint about REFCAAs, promoting stability and trust in the arbitration process. The courts' emphasis on legislative intent and pro-enforcement bias reflects a growing recognition of the significance of international arbitration in facilitating cross-border commerce. The UK's pro-enforcement position has been solidified by its longstanding tradition of favoring arbitration and the robust legal structure provided by the Arbitration Act 1996. The UK courts have shown their willingness to uphold arbitration agreements and enforce foreign commercial arbitral decisions in significant instances like *Dallah* and *Yukos Capital*, even in the face of complex legal obstacles or disputes about party consent.

To summarize, whereas Pakistan and the UK both want to maintain the integrity of international commercial arbitration, their approaches and tactics vary. The ever-changing legal landscapes in both nations emphasize the need of adapting to global norms and ensuring the effectiveness of international arbitration processes in an ever-evolving international legal context.

References

- Abdullah. v. Messrs CNAN Group, Civil Original Suit No. 80492 of 2017. 38.
- Aggarwal, A. (2023). The Extent of Judicial Intervention In Arbitral Awards. Available at SSRN 4400531.
- Aziz, R. (2022). Foreign Arbitral Awards and Pakistani Courts' Interpretation of Legislation Incorporating Article V of the New York Convention. *PLR*, 13, 205.
- Bawah, A. S. (2019). The doctrine of kompetenz-kompetenz: An instrument of fraud or justice? The case of *Dallah Real Estate and Tourism Holding Company (Appellant) (Dallah) v The Ministry of Religious Affairs (Government of Pakistan)*. *Open Journal of Social Sciences*, 7(6), 168.
- Blackaby, N., Partasides, C., & Redfern, A. (2023). *Redfern and Hunter on international arbitration: Student version*. Oxford University Press.
- C.O No.649 of 2013. *Louis Dreyfus Commodities Suisse S.A. vs. Acro Textile Mills Ltd.*
- Chishti, I. A. (2012). Enforcement of foreign arbitral award in Pakistan. Available at SSRN 2111626. Civil Original suit no. 80492/2017.
- Collins, L., & Morris, J. (2000). *Dicey & Morris on the Conflict of Laws* (13th ed.). Sweet and Maxwell.
- Dallah Estate and Tourism Holding Company v The Ministry of Religious Affairs, Government of Pakistan* [2010] UKSC 46; on appeal from: [2009] EWCA Civ 755.
- Dallas Real Property and Tourism Holding Company v. Ministry Of Religious Affairs Of The Government Of Pakistan* [2010].
- Dhanya Agro-Industrial (Pvt) Limited case* (2019). *CLD*, 160.
- El-Hakim, J. (1989). Should the key terms award, commercial and binding be defined in the New York Convention? *Journal of International Arbitration*, 16, 161, 165-166.
- Engro Company Limited v. Al-Murjan Investments and Trading LLC* [2019] PKSC 43.
- Essar Oilfields Services Ltd v Norscot Rig Management Pvt Ltd* [2016].
- Government Of Pakistan v. Markey Karadeniz Elektrik Uretim A.S.* [2017] PKSC 27.
- Grierson, J. (2022). Two brief comments on the Law Commission's proposed reform of the Arbitration Act 1996. *Journal of International Arbitration*, 39(6).
- Hassan, J. (2018). Role of judiciary and jurisprudence in domestic and international arbitration. Retrieved from <https://events.development.asia/system/files/materials/2021/03/202103-role-judand-jurisprudence-domestic-and-international-arbitration.pdf>
- Ijaz Ali. (2015). Challenges in the way to enforcement of foreign arbitral award in Pakistan (with special reference to the New York Convention, 1958) [PhD thesis, University of Karachi].
- IPCO (Nigeria) Limited vs. Nigerian National Petroleum Corporation (NNPC)* [2017] UKSC 16).
- Jess Smith and Sons Cotton LLC Versus D.S. Industries* Civil Original no. 628 of 2014.

- Lightfoot, C., & Woolrich, J. (2017). *Guide to enforcement of foreign arbitral awards and court judgments in England and Wales*. Jenner & Block London LLP.
- Louis Dreyfus Sa Commodities V Acro Textile Limited PLD (2018) Lahore 597.
- Parker. (1959). *The History And Development Of Commercial Arbitration*. Magnes Press Jerusalem.
- POSCO International Corporation Vs. Rikans International & others [2020] c.o.s no.53422.
- Rafi, F. (2019). *Whether does the New York convention 1958 still fit for the purpose in the UK and Pakistan?* [Unpublished master's dissertation, University of Essex, School of Law].
- Rizwan Hussain. (2015). *Abdullah v. M/S CNAN Group Spa: negative declaration preventing the recognition and enforcement of foreign arbitral awards*. TDM Journal, 12(2), 24 pages.
- Rossmere International Ltd. through Authorized Representative v. Sea Lion International Shipping Inc and 6 others, PLD 2017 Balochistan 29.
- Taisei Corporation Vs. A.M. Construction [2012] PLD Lahore 455.
- Taurus Petroleum Limited (Appellant) v State Oil Marketing Company Of The Ministry Of Oil, Republic Of Iraq (respondent) [2017] UKSC 64.
- U&M Mining Zambia ltd v Konkola Copper Mines PLC [2013] EWHC 260.
- Vargiu, P., & Ahmed, M. (2017). *Interpretation and application of the New York Convention in United Kingdom*. In *Recognition and enforcement of foreign arbitral awards: The interpretation and application of the New York Convention by national courts* (pp. 977-993). Springer International Publishing.
- Yukon Capital Sarl v. Ojsc resent Oil Company [2014] EWHC 2188.
- Yukos Capital (YC) S.a.r.L case [2012] EWCA civ 855.
- Zaiwalla, S. (2008). *Commentary on the Indian Supreme Court judgment in Venture Global Engineering v. Satyam Computers Services Ltd*. Journal of International Arbitration, 25(4).