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Arbitrator and Performance Standards in Multiparty Arbitrations

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"Parties choose an arbitrator for better or for worse"[1]

Synopsis
Much of the action and decisions in multiparty construction arbitrations are rooted in the arbitral tribunal's performance. The arbitral tribunal's performance standards are contextualised of the arbitrator's case management skills and posits some institutional policy considerations in the appointment of a sole arbitrator. Analysis further illuminates into selective judicial standards that can be appropriated for the arbitrator's successful handling of the regime. Ultimately, the present theme overviews the ties of the joinder regime with a locus and a national legal system in order to assert if the latter procedural fuels can empower the multipartite regime.

Introduction

> "*Arbitration is usually no more and no less than litigation in the private sector. The arbitrator is called upon to find the facts, apply the law and grant relief to one or other or both of the parties*"[2]
>
> "*…An arbitrator [is] a person skilled in the trade and shall decide disputes using his own skill and knowledge of the trade generally*"[3]

The nature and extent of institutional goals that an arbitrator pursues in the life of the joinder procedure are unclear. An ICC arbitrator is called to 'carry out his responsibilities in accordance with these Rules' and 'act in the spirit of these Rules'. He must further have the 'ability to conduct the arbitration in accordance with these Rules' and 'act impartially'.[4] For multiparty arbitrations, the ICC Court [for cases of disagreement on joint nomination] will select an arbitrator it 'regards suitable to act as an arbitrator'.[5] Moreover, parties will expect that the ICC Court will make arrangements for the institutional fees regarding the selection of a sole arbitrator and make the necessary adjustments.[6]

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[1] See Mustill, Sir M J & Boyd: S C, *The Law and Practice of Commercial Arbitration in England*, 2nd ed., (1989), 231.
[2] Per Sir John Donaldson M.R. in *Northern RHA v Derek Crouch Construction Co Ltd*, [1984] Q.B. 644, at page 670.
[3] See Furst, S & Ramsey V, *Keating on Building Contracts*, 7th ed., (2001), 425.
[4] See ICC Arbitration Rules (2021), Article 11.
[5] See ICC Arbitration Rules (2021), Article 13 (4).
[6] See Swiss Rules of International Arbitration 2004, Appendix C, which divides the tribunal's fees in pursuance of its numerical composition.

1. Arbitrator: Rising to a different set of conduct standards

The selection of a sole arbitrator for multiple formally separate, albeit 'related' arbitrations is unusual. If requested by the parties, the ICC Court could appoint three arbitrators of different nationality. Importantly, institutional interest in selection and conduct standards primarily draws upon the 'sums in dispute', the examination of the merits of the dispute and the making of a 'final award'. It should not be a policy of the ICC to use the 'sum in dispute' claimed as a reliable determinant of the complexity of the case with a view to establishing a three-member tribunal; because this sum can be exaggerated where parties artificially inflate their claims.[7] Conversely, the set up of a joinder regime may lead parties to drop earlier submitted claims and thence reduce the 'sum in dispute'. Of course, the counter-incentive is that a three-member tribunal will add diversified value to the joinder procedure and potentially offer more efficient case management.

Multiple arbitrators with a mixed background may apply an expanded repertory of procedural techniques in the fact-finding process; yet delays may be significantly longer. At the inception stage, the ICC Court may be unable to appoint three suitable members to the joinder case arbitrators.[8] In the course of the proceedings, three arbitrators may not assimilate information provided by the parties' submission in the same degree and thence take more time in setting up the post-joinder environment and implementing the systematic agenda into the joinder setting. In the antipode, in instances where there is a three-member tribunal, it is expected that the chairman would have a strong experience and residual case management powers; needed especially in the making of procedural orders.[9] The remaining two arbitrators could avail themselves for other organisational parts of the joinder procedure, for example at the stage of taking evidence.

Moreover, to delve into English institutionalised tradition, English standard forms of contract give precedence to the use of the word "arbitrator" rather than "tribunal".[10] Equally, the English judiciary has accepted this tradition as a continuum of joinder practice.[11] Aside from private sector standard forms of contract, governmental conditions of contract provide that a sole arbitrator should be appointed.[12] A sole arbitrator will have more straightforward flexibility and autonomy in making partial awards, as opposed to multiple co-arbitrators and dispose of the central 'question of law and/ or fact' at a speedier pace. Nonetheless, there is no formal policy in the appointment of a single arbitrator or three-member tribunal. English law and the ICC Rules of Arbitration are quite flexible in this respect and do not impose multiple arbitrators upon parties.[13]

The prescribed qualifications regarding the institutional process of dealing with a 'related dispute' will carry some weight in determining the arbitrator's willingness to deal with the joinder procedure. The 'agreed qualifications' is a well-preserved tenet of English arbitration tradition, the absence of which could, in the pre-1996 era, invite the High Court's intervention for replacement of the arbitrator or revocation of its jurisdiction[14] with reference to the particular [joinder] issue.[15] The arbitrator could turn down his appointment to deal with the joinder issue, if it appeared to him that parties have not previously complied

[7] See Bunni, N G & Lloyd, H, «Final Report On Construction Industry Arbitrations», 18 ICLR 644 (2001), 650.
[8] See Okekeifere A I, "The parties' Rights Against A Dilatory or Unskilled Arbitrator", 15(2) *J Int'l Arb* 129 (1998) 132.
[9] See e.g. "ICC Publication 843-Techniques for Controlling Time and Costs in Arbitration", para 15 and 26.
[10] IChemE Red Book (Model Form of Conditions of Contract for Process Plant Lump Sum Contracts) 4th Edition (November 2001), Arbitration Procedures, Rule 4.
[11] See *Trafalgar House Construction (Regions) Ltd v Railtrack Plc*, 75 B.L.R. 55.
[12] See GC Works Sub Contract for use with GC/Works/1 & GC/Works/3, Clause 38B "Arbitration and choice of law" which reads as follows in para 38.1: "…The dispute, difference or question shall after notice by either party to the other be referred to the single arbitrator/ arbiter specified in the Abstract of Particulars".
[13] See EAA 1996, Section 16(3).
[14] See EAA 1950, Sections 22 and 23.
[15] See e.g. *Pioneer Shipping Ltd v BTP Tioxide Ltd (The Nema) (No.2)*, [1980] Q.B. 547.

with their contractual provisions or were not in agreement as to the 'qualifications' precedent to his appointment.[16]

Applying this judicial stand to an ICC institutional case, things may become more implicated, if this appointment is made by the ICC Court. Furthermore, there cannot be corresponding topical timing connection in cases where the separate arbitrations are well underway. Yet, in terms of timing, the limitation was that such challenges were admissible between the serving of the joinder notice and the formal appointment of the arbitrator. Such was the importance of the arbitrator's 'agreed qualifications' for the joinder issues, that parties could relocate a joinder issue to a different arbitrator, even where their cases were already dealt with by separate arbitrators.[17] This procedural arrangement is also couched in modern institutional rules.[18]

The practical outcome of assigning the management of the joinder procedure to a separate arbitrator would be a degeneration of the joinder procedure: it would in essence create two competing procedures; a 'race of separate arbitration vehicles'. Albeit, it is unclear if the administering institution would accept such a further appointment; or if the 'original' arbitrator would dispense with the issues and allow these to proceed to a separate hearing with a different arbitrator. Moreover, at a post-joinder phase, these practical implications flag up the need to select an arbitrator suitable for dealing with the separate arbitrations, once the joinder procedure is over.

While the arbitrator's qualifications were deemed to be an incontestable confirmation of its ability to conduct the reference, for multiparty construction arbitration, this is not entirely the case.[19] For past common law, the arbitrator's appointment implicitly established a contractual invitation to lead the procedure: the arbitrator had to take steps in the procedure and peradvertently establish his consent.[20] One of the practical complexities is whether the arbitrator must establish its consent under a particular contract; or the applicable arbitration rules. But, this is also a greater question of experience, resources and expertise of the arbitrator to fulfil the post. The arbitrator should make clear that he satisfies the selection criteria and that he is willing to act in the particular reference. But such willingness is dependent upon the progress of the separate arbitrations and their claims' load. Importantly, the arbitrator's willingness to participate in such a reference is a composite circumstantial preference influenced by the facts at stake, the preceding claims environment and the need to resolve procedural issues conveniently. The arbitrator's willingness will, to a great extent, depend upon, the working relationship established and the parties' co-operation and the nature of the decisions to be made.

If institutional rules were designed to mandatorily provide for the establishment of the arbitrator's consent, such provisions would unnecessarily delimit the arbitrator's later procedural liberty to effectuate partial joinder or de-consolidation. The further risk would be that the arbitrator's consent would override the parties' autonomy and wish to cause joinder, even for cases where it is obviously practicable to have issues decided together. To fathom the theoretical implications of this consent, the arbitrator's refusal to cause joinder would offend against the commercial face of the contracts; especially where these contain joinder provisions. Moreover, for cases such as the present one, where a joinder mechanism is provided in the separate contracts, the arbitrator's refusal to pass its consent under one provision would somehow offend against his mandate to resolve a dispute [and its related features] and joinder provisions located in other contracts of the network. It is

[16] See e.g. *Multi Construction (Southern) v Stent Foundations*, 41 B.L.R. 98, at page 108.
[17] See Annexes, NSC/4 NSC 1980 Ed., Clause 38 "Settlement of Disputes-Arbitration", Sub-clause 38.2.2.
[18] See Annexes, CIMAR 2005, Rule 2.5.
[19] See *MJ Gleeson Group Plc v Wyatt of Snetterton Ltd*, 72 B.L.R. 15.
[20] See *Dredging & Construction Co Ltd v Delta Civil Engineering Co Ltd (No.1)*, 68 Con. L.R. 87.

very unlikely, however, that the arbitrator would generate such tensions at the inception of the joinder procedure or subsequently in the substantive claims environment.

In theory there may be instances where the arbitrator can refuse to cause joinder: in cases where the connections of disputes are really loose and any joinder would offer mere piecemeal solutions to the parties. However, I view it as highly unlikely that, in the present ICC institutional framework, the arbitrator would refuse to pass its consent; even where joinder would prompt him to re-organise a complex procedural regime. I suggest resolving this argument by pointing to two considerations; first, that, if requested, the institution should select an arbitrator more likely to honour the commercial deal, i.e. the parties' legal and business incentives for multiparty arbitration, as opposed to ad hoc arbitrations; second, arbitrators appointed in related proceedings should foresee the possibility of forthcoming joinder and be prepared to combine arbitrations; if requested.

As a last observation on the 'arbitrator's consent', a 'consent' pre-requisite could cause grave practice difficulties in a case of a three-member tribunal. More implications would ensue, where the joinder dispute was dealt with by a three-member tribunal and parties had to obtain the collective consent of all three arbitrators. Of course, where all three arbitrators were British, they could be inclined to adhere to a judicial appreciation of 'consent' under FCEC Sub-contract "Blue Form" 1984, Clause 18(2).[21] A further practical implication of this is where the panelists were of different nationality: how would the British arbitrator's insistence of consent be measured against the remaining non-British arbitrators' insistence of non-prior consent requirement?

Intrinsically, to proceed to a different subject-area, the arbitrator's formal qualifications are not a pre-requisite for the occurrence of multiparty arbitration, however, they are readily considered in institutional policies in the selection of arbitrators. Importantly, the ICC Court's discretion to select a 'suitable arbitrator' is not particularised in the ICC Rules. Statutory provisions are also set forth on the premise that parties and institutions would expect that an arbitrator would exercise skill, care and diligence.[22] But, in the institutional framework, the duties and responsibilities of an arbitrator are unclear. The main task vested upon the arbitrator is to 'carry out his responsibilities in accordance with these Rules'; and 'act in the spirit of these Rules and make every effort to make sure that the Award is enforceable at law'. For otherwise, the ICC Court may replace him when 'he is not fulfilling his functions in accordance with the Rules or within the prescribed time limits'. The ICC Court will be incentivised to appoint an arbitrator who is more likely to utilise the above provisions in an order to enable parties to reach procedural agreements and make decisions that are less likely to cause jurisdictional challenges before domestic Courts.

There are no concrete studies that the threshold of the arbitrator's skills and formal qualifications must be higher in multiparty construction arbitration. Part of the reason is that no multiparty construction arbitration is the same. Importantly, the ICC Court's involvement in the appointment process distils a sense of 'implied responsibility' or 'warranty' to the parties that multiparty construction arbitration will be conducted by a 'skilful arbitrator'.[23] There are, however, no prescribed sanctions, where the arbitrator proves to be unskilled, as the ICC Court is not answerable to the parties. Of course, an

[21] See also *Lafarge Redland Aggregates Ltd (formerly Redland Aggregates Ltd) v Shephard Hill Civil Engineering Ltd*, [2000] 1 W.L.R. 1621.

[22] See e.g. EAA 1996, Section 19.

[23] See e.g. by comparison the International Arbitration Rules of Zurich Chamber of Commerce (1989) (now superseded and replaced by the Swiss Rules of International Arbitration 2004). Article 11, headed 'Appointment of Chairman or Sole Arbitrator' read as follows: "The board of the Zurich Chamber of Commerce appoints eight or more experienced lawyers as permanent chairmen of the Arbitral Tribunal, amongst them practicing lawyers and judges. For each arbitration, the President of the Chamber of Commeerce appoints the chairman or sole arbitrator from amongst the permanent chairmen. In special cases the President may also appoint another suitable person as chairman of the Arbitral Tribunal or sole arbitrator".

experienced arbitrator will be more responsive and capable of driving the joinder vehicle: from convening a Procedural Meeting and drafting the Terms of Reference, to making procedural orders, imposing securities and making awards. There are scholarly powerful suggestions that the arbitrator must have extensive analytical skills to fasten the arbitral joinder procedure; for otherwise, parties could opt for a joinder procedure before domestic Courts.[24]

I shall now dwell on the formal qualifications of a joinder arbitrator and touch upon the appropriateness of appointing lawyers as opposed to engineers. It is expected that an experienced arbitrator with a strong legal background, rather than a purely engineering background is more likely to avoid substantial faults in deciding hybrid 'questions of law and/ or fact' and in its subsequent award. But, questions of fact may not pose significant problems for arbitrators with a non-legal background. Indeed, it is not entirely clear if a lawyer can wholly grasp the legal framework of international arbitrations as the present ones; better than an engineer, for example. But, he will be more able to organise and channel the procedure; as well as assessing the parties' evidence at a later determination phase i.e. causation-liability and quantum.[25] And this is a quality that non-legal professionals may not have; especially where parties play by the mixed legal and contractual features of the joinder dispute and submit requests peculiar to a national legal system; or an international practice. But, if the present arbitrations were purely domestic arbitrations, there is a presumption that engineers would be equally suitable to deal with construction disputes.[26] Moreover, the complex network of contractual agreements in the present case study, ranging from concession and project implementation contracts to bonds, guarantees and operation contracts suggest that the engineer will lack the strong legal background needed in handling the commercial pressures of the joinder regime. A lawyer may be best suited to respond to legal and non-legal contentions of the parties and their intricate submissions.

Indeed, engaging an engineer may be a double-edge sword for multiparty construction arbitration. A priori, it may take an engineer less time to ascertain the facts of the joinder issue. However, an arbitrator with a legal background may be in a better position to set up a joinder mechanism of 'combined multiparty arbitrations', draft a set of common Terms of Reference and deal with issues that need some judicial discretion in the currency of the procedure: dealing with new claims, substantive defences and intricate costs orders requests. It has been further suggested that parties, following their dissatisfaction with the certification procedures in the currency of the construction project, may wish to appoint an arbitrator that can now apply a higher legal skill in the dealing of the joinder dispute.[27]

An engineer, unless he possesses a working knowledge of the ICC Rules and English law, may be less inclined to discuss the law and may make more fact-based awards. His awards may invite jurisdictional challenges later on in the procedure not only based on the 'irregularity' or 'error or law'.[28] The hybrid nature of the disputed [joinder] issues and those of separate arbitrations may raise intricate questions of law and/ or fact; and many more issues may arise 'out of the joinder procedure'. And these must be answered in an award in 'a final way'. While there is a residual fall-back mechanism of the ICC Court scrutinising the award, as a policy consideration the Court would not wish to take extensive time and write the award for the arbitrator and prolong the award-making process.

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[24] See Lloyd, H, "A National Experience", in ICC (Ed.), *Multi-party arbitration: views from international arbitration specialists*, (1991), 63.

[25] See Furst, S & Ramsey V, *Keating on Building Contracts*, 7th ed., (2001), 422.

[26] See e.g. Lloyd, H, "Construction Arbitration: Organization of the Proceedings", in Van den Berg, A. J. (Ed.), ICCA Congress Series No 5, Xth International Arbitration Congress, *I. Preventing delay and disruption of arbitration, II. Effective proceedings in construction cases*, Stockholm, 28-31 May 1990, 463, 465.

[27] See *Northern RHA v Derek Crouch Construction Co Ltd*, [1984] Q.B. 644.

[28] See *London Underground Limited v Citylink Telecommunications Limited*, [2007] EWHC 1749 TCC.

Experience of ICC multiparty arbitrations and construction disputes is also necessary in the conduct of the present joinder procedure. Parties considering participation in the joinder procedure must appoint an arbitrator with an international outlook and considerable experience with the FIDIC suite of contracts. This combined set of experiences may save parties from employing a technical or legal expert for investigating specific aspects of the dispute; or from employing three arbitrators, with one expert arbitrator and the remaining two with a purely commercial background. For construction arbitrations, the arbitrator should have further experience in corporate matters and structured finance. The economics, synergies and claims environment are sometimes a puzzle to lawyers outside the industry.

I shall now attempt to argue the position that the diversity of commercial practice experiences should accommodate some judicial skill in the conduct of the joinder procedure. The practice followed by ex-Official Referees has promoted a strong branch of construction dispute resolution law; this has been recently enriched by case law from notorious construction disputes.[29] Indeed, the application of judicial standards in arbitration should not be discredited. The arbitrator's strict adherence to court proceedings may cause dismay to foreign disputants, because they may expect a 'less judicial' procedure by the arbitrator. But, litigation and arbitration were always tied in the UK. Importantly, construction litigation in the UK is sophisticated enough to offer practice paradigms for arbitration: ranging from dealing with additional issues to costs orders.[30] Parties may have invested expectations that a British arbitrator will apply the high judicial standards to the joinder procedure; and enrich the procedural agenda with litigation procedural items that could match their procedural portfolios. This observation brings me to suggest that a British judge may be more suitable to deal with joinder cases.

The appointment of an arbitrator with a British practice background can add value to the arbitration. The ICC Rules, while in their essence are set to be used with international disputes, they retain a value of regionality.[31] Of course, an arbitrator with strong judicial skills will be more competent to read into the applicable EAA 1996 which contains extensive provisions as to the division of arbitrator and judge-based powers.

Having observed the diversification of practice and judicial skills needed by an arbitrator, there is another practice feature that can offer a more robust diversity to the regime: an 'intra-synergy of national performance players' that distils a 'locality' of the joinder procedure.

An arbitrator with a judicial background is more likely to exert lesser judicial control or challenges thereafter, where the arbitrator applied such skills and principles that appertain to the English judicial practice. Nonetheless, it is not the task of an arbitrator to conduct the procedure and make awards in the same way as a judge, so as to please the latter. For otherwise, 'locality' of the joinder case would undermine the commercial facet of the joinder procedure. Another possible impact of locality of multiparty arbitration is that the advance on costs and costs until the final Award(s) is that parties may resort to local Courts and have the ICC Court's fix altered and re-adjusted.[32] And if parties wish to appeal on the joinder decision, the remedial powers of the English Courts would be more readily available compared to the same joinder proceedings being held abroad.

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[29] See *London Underground Limited v Citylink Telecommunications Limited*, [2007] EWHC 1749 TCC.

[30] See also the New TCC Guide and the Pre-Action Protocol for Construction and Engineering Disputes (May 2006).

[31] See ICC Commission on International Arbitration, "Final Report on Multi-Party Arbitrations by the Working Group"/"Devolvé Report", *77th Session of the Executive Board*, Paris, 14 June 1994, 6(1) *ICC Bulletin* (1995), 26 *et seq*.

[32] See Derains, Y & Schwartz, E, *A Guide to the ICC Rules of Arbitration*, (2005), 351.

2. Closing Remarks

The immediate conclusion on locality is that the choice of England as an arbitrating venue may reflect some commercial incentivisation for future use of the joinder regime. It is noteworthy that no mention was made as to where the ante-arbitral procedures e.g. adjudication and amicable settlement were carried out. In practice, the above 'performance players'/ factors are integral to the arbitrator's formulation of understanding of how multiparty construction arbitration could be established; but secondary to the cementing of its joinder jurisdiction. Had the arbitrator been of different background and nationality, his view of the multipartite setting could have been different. It is this perception of organisation of the proceedings that can drive the success of the joinder regime. This also explains why parties choose England as the arbitrating forum: a developed arbitral and legal system, a less onerous regime, and one which offers predictability.

3. Conclusions

"*The Courts will assume that the parties to an arbitration agreement are content to take the risk that the arbitrator will make mistakes of law*"[33]

The above statement reflects the predominant judicial belief in the pre-1996 era: that English judges are more competent in handling questions of law and/ or fact and procedure than domestic or international arbitrators.[34] In other words, that arbitrators are less competent to determine the scope of their [joinder] jurisdiction, without the Court's findings on the question of law and/ or fact.[35] The internationalised features of multiparty disputes and the ensuing claims environment demonstrate with force that a highly-qualified arbitrator is needed to manage the procedure. The current framework of the ICC Rules and the EAA 1996 suggest that the arbitrator can derive case management from a variety of sources: the parties' agreement, international and domestic arbitral practice, litigation and of course the pre-existing claims environment.

Arbitrators are appointed with a view to resolving issues and making decisions in the joinder procedural cycle. There are very likely to back-up procedural fractures in the system. But, importantly, it is inherent in the ICC institutional policies that parties' expectations contain a strong element of national preferences; thence, even in international and heavyweight cases, there is a need to establish a liaison of the ICC Rules with given elements of regionality: national law, locus, representing Counsel, and arbitrator. Ultimately, the perception that judicial performance standards are unsuitable for an international joinder procedure has been here fatally undermined.

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[33] See Mustill, Sir M J & Boyd: S C, *The Law and Practice of Commercial Arbitration in England*, 2nd ed., (1989), at page 604.
[34] See *Monk& Co Ltd v Devon CC*, 10 B.L.R. 9.
[35] See *Hyundai Engineering & Construction Co Ltd v Active Building and Civil Construction Pte, Ltd*, 45 B.L.R. 62.

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