

Management & Compilation of Arbitration Awards



Management

KEYWORDS :

Er. VINOD DANANI

B.E. (Civil), M.E. Civil (WRM), L.L.M Presently perusing Ph.D.(Interdisciplinary) at Gujarat Technological University, Chandkheda Campus/Ahmedabad

ABSTRACT

Management of Arbitration Awards has prime importance for implementation of project or realization in time. It is to be restrained with the time frame programme from date of publication to date of implementation. Due to delay in implementation of Arbitration awards, fruitful results of awards cannot be realized. Not only that, a huge burden of interest is imposed without any specific background.

I INTRODUCTION

The theory of contract which argues that this award is necessarily contractual based on the will of the conflicting parties which is the source of authority of the tribunal. This will determines which procedures to be followed by this body in conflict resolution. The award which will end this dispute is binding for them since it is one of the effects of the arbitration agreement. When the parties finalize this agreement, they are committed to conducting it with all its implications, including the implementation of the arbitration award. The agreement is the basis for determining the legal nature of the system of arbitration and awards it will pronounce.

II. POWER OF JUDICIAL AUTHORITY

The judicial theory: it argues that an arbitration award is based on the same judicial function of the judge. The award that this body pronounces is of judicial nature. It is similar to it in many ways, both in terms of procedures under which it is declared or conditions that should be taken into account when declaring it or its effects. However, the difference between the arbitrator and judge is that the first is a private judge achieving private justice and the second is a general judge achieving general justice. This entails that the private judge does not enjoy the full powers of the general Judge.

III. LEGAL NATURE OF AWARD

Combination that brings together the two previous theories and argues that the arbitration is a compromise between the contract and the judiciary. It is a mixed system that starts with a contract and ends in an arbitration award. The nature of this system requires the implementation of both the norms of the contract and the rules of the judicial system.

This controversy has had its impact on the position of Palestinian, Jordanian and Egyptian law, given the absence of a legal text that defines this nature.

The private or independent theory, which believes that the arbitration provision is of special nature that requires consideration of a mechanism independent of the contract and the judiciary. Hence. It is not possible to determine its legal nature by either or both.

IV. EFFECTS OF ARBITRATION AWARDS

The award of arbitration has legal effects on the tribunal who pronounced it as their obligation to deliver this award to the opponents so that they can exercise the rights conferred upon them by law. It also results in the exhaustion of its mandate, which prevents them from reconsidering the award which was definitely finalized. Pronouncing the arbitration award ends the judicial role of the arbitration. However, this rule has its exceptions which allow the tribunal authority to interpret the award, correct any mistakes, omit or add additional requests to the award.

Other implications for the parties to the conflict, is the finalization of the case, which prevents them from resorting to legal action or arbitration in order to reconsider the conflict, in addition to their voluntary commitment to implement the provisions of the award. In case they fail to implement them, they can resort to the competent court to order the execution.

V. CONCLUSION:

As for appeal against the award, the Palestinian Arbitration law proposes that an appeal could be made by providing a request to annul the award on causes which are specifically identified. Some of these, have to do with the arbitration agreement and its parties. Others are related to the procedures of passing an award of arbitration. So, the appeal should be submitted to the competent court within thirty days following the date of the award if the award was pronounced in the presence of all parties or the day after the date of notification if was pronounced in absentia. If the court decides to reject that request, it acknowledges the truth of award and its validity to be implemented. On the other hand, if it finds grounds for the appeal, it would annul the award.

REFERENCE

1. The Legal Nature of Arbitration award, Its Effects and Appeal Mechanisms Comparative Study Ashjan Faisal Shukri Daoud. | 2 Aibinu, A.A., and Jagboro, G.O. (2002) 'The effects of construction delays on project delivery in Nigerian construction industry', International Journal of Project Management, 20, 593-599. | 3 Al-Momani, A.H. (2000) 'Construction delay: a quantitative analysis', International Journal of Project Management, 18, 51-59. | 4 er, K.C. and Kalidindi, N.S. (2002) 'Final and Binding Power Clauses in Indian Construction Contracts', International Journal of Project Management, 20, 13-22. | 5 Iyer, K.C., Kalidindi, N.S. and Ganesh, L.S. (2001) 'Effects of Construction Contract clauses on occurrence of disputes in India', Asia Pacific Building and Construction Management Journal, 6 (1), 13-24. | 6 Kumarswamy, M.M., and Yogeswaran, K. (2003) 'Substantiation and assessment of claims for extension of time', International Journal of Project Management, 21, 27-38. |