The new HKIAC Arbitration Rules and how they compare to other institutional rules

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The Hong Kong International Arbitration Centre (HKIAC) introduced new HKIAC Administered Arbitration Rules (new HKIAC Rules), which came into force on 1 November 2013. The new HKIAC Rules introduce revised practices and measures intended to keep Hong Kong at the forefront of international commercial arbitration. They dovetail with Hong Kong’s Arbitration Ordinance, Cap. 609, that came into force in June 2011 (largely adopting the UNCITRAL Model Law on International Commercial Arbitration 1985) (Arbitration Ordinance).

The HKIAC Rules emphasise party autonomy with flexibility and safeguards to meet the Arbitration Ordinance’s purpose to facilitate speedy and fair resolution of disputes, without unnecessary expense. The new HKIAC Rules were designed with the input of senior arbitration practitioners and by reference to best practices, including from the new International Chamber of Commerce Rules of Arbitration 2012 (ICC Rules) and Swiss Chambers of Commerce Association’s Swiss Rules of International Arbitration 2012 (Swiss Rules). Groundbreaking changes to the joinder and consolidation rules bring the HKIAC Rules closest to the approach of the progressive Swiss Rules.

Against this background, this article compares the new HKIAC Rules to other international commercial arbitration rules, including the ICC Rules, the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules), the UNCITRAL Rules of Arbitration (UNCITRAL Rules) and the American Arbitration Association (International Centre for Dispute Resolution (ICDR)) International Arbitration Rules (ICDR Rules). In particular, in relation to:

- Arbitrating with the HKIAC.
- Emergency arbitrator.
- Interim relief.
- Joinder of parties to arbitration.
- Consolidation of arbitration proceedings.
- Additional changes.

**ARBITRATING WITH THE HKIAC**

Under the Arbitration Ordinance, the HKIAC has an important role similar to that of the ICC Court and Swiss Arbitration Court (under the Swiss Rules). The HKIAC is given powers such as:

- Appointment of arbitrators where one party fails to make their selection.
- Appointment of an arbitration tribunal where more than two parties are unable to reach agreement on a three arbitrator tribunal.

Under the new HKIAC Rules, the HKIAC has expanded powers including deciding whether prima facie an arbitration agreement exists under the HKIAC Rules (Article 13, new HKIAC Rules) and in relation to powers of joinder and consolidation.

The new HKIAC Rules apply where any agreement to arbitrate provides for their application or for the arbitration to be administered by the HKIAC. By contractually opting in to the application of the HKIAC Rules, the parties agree to be bound by them. In theory, they would be unlikely to challenge the enforceability of certain aspects of the HKIAC Rules on grounds of fairness or otherwise.

**EMERGENCY ARBITRATOR**

**New HKIAC Rules and emergency arbitrator**

The new HKIAC Rules include sections dealing with the appointment of an emergency arbitrator before the arbitral tribunal is constituted, where urgent interim or conservatory relief is sought (Article 23, 1 and Schedule 4, new HKIAC Rules). These changes bring the HKIAC Rules in line with other institutions (the UNCITRAL Rules still have no such mechanism) (Schedule 1, SIAC Rules; Article 37, ICDR Rules; Article 29 and Appendix V, ICC Rules).

The procedure is as follows:

- An application for an emergency arbitrator is made to the HKIAC together with a deposit of HK$180,000, concurrent with or following the filing of the Notice of Arbitration.
- Once the HKIAC decides to accept the application, it will endeavour to appoint an arbitrator within two days of receipt of the application, and will provide other parties with copies of the application.
- The appointment of the emergency arbitrator can be challenged, but on a much abbreviated timeline and the arbitrator can rule on all objections as to his jurisdiction. All parties will be given a reasonable opportunity to be heard before the application is decided.
- It is intended that any decision, order or award on the application will be made within 15 days of the HKIAC transmitting the file to the emergency arbitrator. The arbitrator will be paid an hourly fee in accordance with Schedule 2 of the HKIAC Rules.

The new measures are not intended to prevent a party from seeking urgent relief from a court of competent jurisdiction.

**Other rules and emergency arbitrator**

It remains to be seen how often this new measure will be used in Hong Kong. Due to the growing numbers of institutions offering such measures, they may become more commonly used as parties and courts become more accustomed to them (the Stockholm Chamber of Commerce (SCC) and Australian Centre for International Commercial Arbitration also provide for emergency arbitrators).
All of the rules are similar in terms of the speed of the process and the intent to complement a pending or commenced arbitration:

- All require as a threshold that urgent relief is needed and all call for an emergency arbitrator to be appointed within days.
- The decisions are intended to be given as soon as possible after appointment, with some of the rules specifying five to 15 days after referral of the file to the tribunal, while others are silent on a particular timeline.
- They all contemplate that a request for arbitration has already been made or is being made concurrently with the application (except for the SCC and ICC Rules, where the application for an emergency arbitrator can be filed first, although both sets of rules require that the arbitration be commenced relatively shortly afterwards).

Given the relatively recent introduction of emergency arbitrator measures, there is relatively little evidence about their efficacy or the enforceability of their interim awards. From anecdotal evidence collected by others from the various institutions, emergency arbitrator measures seem to be used infrequently, in the nature of a handful at most per year. As of July 2012, the SIAC had seen ten emergency arbitrator applications and the SCC had seen eight. The authors are not aware of any cases where a court was asked to enforce an emergency arbitrator’s award.

**Enforceability of emergency arbitrator awards**

There is a general concern that courts might not recognise an award issued by an emergency arbitrator. This is because the award will not meet the condition of being final and binding under Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention).

This concern might be misplaced, given that courts in various jurisdictions already accept that interim relief granted by arbitration tribunals can be enforced through the courts, and is not in violation of the New York Convention. US courts often take the position that an interim award issued by an arbitral tribunal amounts to a “final” award when it comes to enforcement, because it is needed to protect a final award from being meaningless. Commentators have noted that the same principle should apply to decisions made by emergency arbitrators under Article 37 of the ICDR Rules.

Support for the enforceability of emergency arbitrator orders comes from the more hands-off approach that courts are now taking to issues that should properly be within the jurisdiction of the arbitration tribunal to decide. At least one US court has refused a request to vacate an emergency arbitrator’s interim order for certain conservatory measures under the ICDR Rules (Chinmax Medical Systems Inc. v. Alere San Diego, Case No. 10cv2467 WQH, order of Hayes, J, 27 May 2011). In Chinmax Medical Systems, the court in addressing a challenge to the interim order found that it did not have jurisdiction to vacate the order because it was not final and binding for the purposes of the New York Convention. The order itself stated that it would be subject to the consideration of the full arbitration tribunal, and on this basis the court refused to allow the motion to vacate. It seems a contradiction that a court will refuse to vacate an interim award on the basis that it is not final and binding when, for enforcement purposes, courts have found interim awards to be final and binding. Undoubtedly, courts are adopting a purposive approach to respecting arbitration awards whether they are final or not.

Due to an amendment to the Singapore International Arbitration Act 2012 to include “emergency arbitrator” within the definition of arbitral tribunal, emergency arbitrator interim awards are explicitly enforceable in Singapore courts. Both Austria and Switzerland have also taken such steps. The emergency arbitrator measures in the SIAC Rules have been used with success.

The position is similar in Hong Kong, where under section 22B of the Arbitration Ordinance, any emergency relief granted, whether in or outside Hong Kong, by an emergency arbitrator under the relevant arbitration rules is enforceable in the same manner as an order or direction of the court that has the same effect, provided that the court’s permission is obtained.

In practice, where the parties are referring to arbitration and will eventually face an arbitration tribunal, the enforceability issue will be of little concern, given that the arbitration tribunal would not look favourably on a party who has refused to follow an emergency arbitrator’s award. The HKIAC Rules, similar to the other rules, specifically provide that the parties agree an emergency arbitrator’s order is binding, and that they will comply with the order without delay.

This voluntary enforcement mechanism will be of little comfort where one party refuses to appear in the arbitration. As a result, despite the introduction of the emergency arbitration measures, applications to the court for interim relief are expected to remain the norm. There are advantages to proceeding before a court, including the availability of ex parte relief and greater speed/element of surprise. On the other hand, where appearing before another nation’s courts for interim relief or the confidentiality of the arbitration is a concern, the use of emergency arbitrators may be advantageous.

**INTERIM RELIEF**

The new HKIAC Rules provide additional guidance in Article 23 on the availability of interim relief from the tribunal, tracking the language of Article 26 of the UNCITRAL Rules. The power of a tribunal to award interim relief is given greater legitimacy, as the HKIAC Rules incorporate the language in sections 35 and 36 of the Arbitration Ordinance (which incorporate Articles 17 and 17A of the UNCITRAL Model Law).

Relevant factors to be looked at in deciding whether to award interim relief are:

- Whether the harm to the applicant would not be adequately compensable by an award of damages and outweighs any harm that would likely be felt by the responding party.
- The likelihood of the party seeking the relief succeeding on the merits of the claim.

Article 23 of the new HKIAC Rules expressly provides that the tribunal has the power to:

- Order a party to provide appropriate security for the arbitration (statutory support is provided in section 56(1)(a) of the Arbitration Ordinance).
- Hold the party who sought interim relief responsible for costs and damages to another party where the measures should not have been granted.

Other interim measures that are now mentioned include orders to:

- Maintain or restore the status quo pending the outcome of the arbitration.
- Prevent actions that would harm the arbitration process.
- Preserve assets including through the issuance of security for costs orders.
- Preserve evidence.

Practitioners and arbitrators will find the new language in Article 23 of assistance in considering the availability of interim relief, since it is more explicit than under the comparable sections in the ICDR, SIAC and ICC rules. Arbitrators will have greater assurance that in granting such relief their decisions cannot be challenged on jurisdictional grounds.
JOINDER

New HKIAC Rules on joinder

The HKIAC Rules have added additional sections to deal with joinder of parties, a useful addition given the increasing complexity of international arbitrations:

- The previous HKIAC rules dealt summarily with joinder by giving the tribunal the power to join a party where the applicant for joinder and the party to be joined both agreed (former Article 14.6, based on Article 22.1(h) of the Rules of the London Court of International Arbitration (LCIA Rules)).
- The new HKIAC Rules go further and in theory permit joinder even without the consent of the other parties involved.

The HKIAC, after a request for joinder before the confirmation of the arbitral tribunal, can decide, after the parties submit their comments on the request, to join additional parties, where the additional party is bound by a valid arbitration agreement under the rules giving rise to the arbitration (Article 27. 7 to 27.8, new HKIAC Rules). The joinder can be requested by an existing party or by an additional party who wishes to join the arbitration.

Further, if joinder is ordered before the tribunal is confirmed, all parties will be deemed to have waived their right to designate an arbitrator under Article 27.11 of the HKIAC Rules. In that case the HKIAC can revoke the appointment of any arbitrators already designated or confirmed, and can itself appoint the tribunal.

After the tribunal has been constituted, the tribunal is given the express power to consider any further joinder requests and can review any earlier joinder made by the HKIAC (Article 27.1 and 27.8, HKIAC Rules).

This change, removing the consent requirement for joinder, will be controversial to some, by granting the HKIAC and arbitration tribunal broader powers than under any of the other arbitration rules (except the Swiss Rules), which take different approaches, ranging from full party autonomy and privity to greater flexibility. In broad summary, the other rules provide as follows:

- The ICDR Rules are silent in terms of requests for joinder and so do not expressly authorise a tribunal to order joinder in the absence of all of the parties’ agreement, although some suggest the absence of the language does not preclude joinder.
- The ICC Rules provide that no additional parties can be joined after the confirmation or appointment of any arbitrator, unless all parties including the party sought to be joined otherwise agree (Article 7, ICC Rules). The ICC Secretariat’s Guide to ICC Arbitration (ICC Guide), the companion guide to the ICC Rules, suggests that the latest time (or perhaps most safe time) to submit a request for joinder under the ICC Rules is when the respondent’s Answer document is submitted.
- The SIAC Rules say that a third party can only be joined if they are a party to the arbitration agreement and agree in writing to be joined (Article 24, SIAC Rules). The application must be made by an existing party but places no time limit on when joinder can be made.
- The UNCITRAL Rules empower a tribunal, on application by a party, to permit joinder where the additional party is a party to the arbitration agreement and no party is prejudiced by the joinder (Article 17(5), UNCITRAL Rules 2010).
- The LCIA Rules permit joinder as long as one of the parties seeking the joinder and the third party sought to be joined consent (the latter must consent in writing) (Section 22.1(h), LCIA Rules). Interestingly, the party being joined does not need to be party to the arbitration agreement. A non-consenting party to the joinder would still be deemed to have consented to this possibility of joinder by having agreed to the use of the LCIA Rules. This joinder therefore can be done against the wishes of one of the parties at the time of the arbitration itself, although in practice it appears never to have been done.
- The Swiss Rules are purposefully designed to be very flexible. Article 4(2) of the Swiss Rules places no restriction on when a person can be joined (as a full party or otherwise) and the arbitral tribunal is entitled to decide the issue taking into account all relevant circumstances. There is no requirement that all the parties must agree. Although the approach was criticised when the changes first came into force, that criticism has softened and these measures have been used with little problems noted by the Swiss Chambers.

Likely effect of the new HKIAC Rules on joinder

The author believes that the change brought about in the HKIAC Rules should not be all that controversial, given that it still requires a valid arbitration agreement between all the parties, including the party to be joined. There could be situations where a party joined is a non-signatory to the arbitration agreement (for example, under group of companies or other doctrine). However, a party who is wholly a stranger to an arbitration agreement could not be joined. Despite the broad language of the Swiss Rules, commentators suggest that the Swiss Rules will be interpreted in a similar fashion, that is, requiring an arbitration agreement between all the parties.

The HKIAC Rules also allow a tribunal to evaluate the merits of a request for joinder at any stage. Rather than any outright prohibition, the tribunal is given the power to determine the jurisdictional impediments to adding a new party. The other rules do not expressly mention the issue of late joinder, except for the ICC Rules, which do not allow joinder after an arbitrator has been confirmed or appointed, unless all parties agree.

The principle of party equality in arbitrator selection has always been a core principle of arbitration. The ICC Rules’ approach minimises the possibility for unfairness that was explained in the Siemens v. Dutco case (French Cour de cassation, 18 Y.B. Com. Arb. 140 (1993)). The principle in Siemens v. Dutcois not that each party should be entitled to select its own arbitrator. Instead, it is that all parties should have equal treatment in being able to select an arbitrator. Therefore, if a party is given the choice to select its own arbitrator but fails to do so, there is no public policy impediment to the arbitration institution making the appointment. Further, if the parties agree that in certain situations the institution is entitled to revoke any existing arbitrator appointments and itself appoint an arbitral tribunal, that procedure also in theory conforms to principles of fairness and is not contrary to public policy.

The HKIAC Rules have adopted this approach. Since the parties have agreed to opt-in to the HKIAC Rules, then enforceability under Article V(1)(d) of the New York Convention should not be a problem, unless the lex arbitri prohibits such prior agreement, because the parties agreed at the outset on the manner to constitute the arbitral tribunal.

In practice, the tribunal after consultation with all parties will be in the best position to determine whether any party is prejudiced by the joinder of an additional party, and is entitled by the HKIAC Rules to revisit joinder made by the HKIAC, which further mitigates any perceived unfairness.

Theoretically, there is the potential for unfairness in the application of the joinder rule. However, an arbitration tribunal in practice will be very unlikely to stray far from considerations of party autonomy, contractual privity and fairness. Hong Kong has an experienced pool of arbitrators and arbitration practitioners. The chance of an unfair result being reached appears to be extremely low, but the flexibility of the new rule appears beneficial.

In certain arbitrations it would be an advantage to allow a late joinder, even against the wishes of one party, to meet the purposes of the arbitration process. For example, facts might be revealed
during the discovery process that appear to make it a necessity to add a party not previously included in the arbitration.

It is expected that the HKIAC and arbitration tribunals will continue to exercise restraint despite the expansion of powers under the new HKIAC Rules.

**CONsolidation**

**New HKIAC Rules on consolidation**

The new HKIAC Rules add sections explicitly dealing with the consolidation of two or more arbitrations [Article 28, new HKIAC Rules]. The consolidation provisions are more controversial than the joinder sections, although it is submitted they again provide a degree of flexibility that is advantageous and unlikely to be abused.

The new HKIAC Rules have three broad changes that push them into progressive territory:

- They give the HKIAC power to consolidate after arbitrators have already been confirmed or appointed.
- The HKIAC can consolidate even where the parties and arbitrators are different between the separate proceedings.
- Consolidation does not require the consent of all parties.

The ICDR, SIAC and UNCITRAL Rules do not have sections dealing with consolidation, so these arbitration rules appear not to give a tribunal the power to order consolidation without the parties’ agreement.

The China International Economic and Trade Arbitration Commission (CIETAC) Rules 2012 have also introduced a consolidation rule. However, it requires the consent of all parties and considers whether the same arbitrators have been selected for both proceedings and whether the parties are the same. For this reason, the authors suspect that these new measures will be used infrequently.

Under the new HKIAC Rules, the HKIAC can order a consolidation of two or more arbitrations after consultation with the parties and any confirmed arbitrators, and after taking into account the circumstances of the case, where any of the following apply:

- The parties agree.
- The claims all arise under the same arbitration agreements.
- Most controversially, where claims arise under different arbitration agreements, the relief sought arises out of the same transaction or series of transactions and the HKIAC finds the arbitration agreements to be compatible.

Relevant factors for the decision to consolidate include whether arbitrators have already been confirmed and whether the same or different arbitrators are involved. Where consolidation is ordered, the arbitrations will be consolidated into the arbitration that commenced first, unless the parties agree otherwise or the HKIAC decides otherwise [Article 28.4, new HKIAC Rules].

These changes are consistent with the Swiss Rules approach to consolidation under Article 4(1), where the Swiss Arbitration Court is given the role of determining whether two or more arbitrations should be consolidated, even where the parties are not the same between the proceedings.

Where consolidation is ordered under the new HKIAC Rules:

- All parties are deemed to have waived their right to designate an arbitrator (therefore intending to avoid the Siemens v. Dutco problem) [Article 28.6, new HKIAC Rules].
- As with the sections dealing with joinder, the HKIAC can revoke the appointment of any arbitrators already selected and can itself appoint the tribunal for the consolidated arbitration.

- The parties waive any objection to the validity and enforceability of the awards following a consolidation, in so far as such waiver can validly be made [Article 28.8, new HKIAC Rules]. This approach is again consistent with the Swiss Rules.

The HKIAC’s intended rationale behind granting HKIAC these powers is that it avoids the problem of consolidation in the face of two or more already constituted tribunals, where the issue would be which tribunal would decide the issue of consolidation. It is felt that the necessity of opting in to the HKIAC Rules and the waiver by contract will prevent most parties from complaining about this procedure, and that the benefit of increased flexibility more than outweighs any potential risk.

**ICC Rules on consolidation**

The ICC Rules, although now being more explicit about how consolidation can occur, do not go so far. The ICC Guide commenting on the ICC Rules states that the ICC Court cannot (without the agreement of all parties) consolidate where arbitrators are different between the separate arbitrations, unless the arbitrators recuse themselves or at the parties’ request are removed by the court. The HKIAC Rules go further by allowing the HKIAC to revoke any existing arbitrator appointments and itself appoint a new tribunal [Article 28.6, new HKIAC Rules].

A further difference is that under the ICC Rules, where there is more than one arbitration where claims are made under separate arbitration agreements the ICC Court can only order consolidation if all the following apply:

- The parties are the same.
- The disputes arise in connection with the same legal relationship.
- The ICC Court finds the arbitration agreements to be compatible.

The ICC position is the same as its position under the old (1998) ICC Rules, and the court would refuse to consolidate where the parties were not identical between the proceedings.

The power given under the HKIAC Rules to consolidate is broader as it does not limit the HKIAC from consolidating, even where the parties are different between the separate proceedings. In actual practice, the two separate sets of rules may be applied in similar fashion, but the HKIAC Rules do at least allow for more flexibility for consolidation where consolidation would be advantageous and no party would be unfairly prejudiced.

**Likely effect of the new HKIAC rules on consolidation**

The HKIAC consolidation measures should also satisfy the fairness concerns of Siemens v. Dutco. Giving the HKIAC the flexibility to order consolidation at a late stage may be useful to improve situations of unfairness or prejudice to one of the parties, prevent the risk of inconsistent decisions or assist in securing an efficient and cost-effective judgment.

Perhaps a better way to look at these rules is that they provide the outer bounds of competence for a tribunal. In practice, they are unlikely to be applied much differently than consolidation under the ICC Rules. Despite the breadth of the consolidation measures, consolidation is probably still unlikely to take place after an arbitrator has been appointed or confirmed.

However, parties at the contracting stage need to keep these considerations in mind when selecting the appropriate arbitration rules. This can have a profound influence on how an arbitration proceeds and its ultimate outcome. If a project involves multiple parties, as in a construction project, the contracting parties would do well to consider whether a potential consolidation could impede their access to a swift arbitration result.
The consolidation section under the HKIAC Rules does not specifically state that the parties can opt out of possible consolidation (although express language in the arbitration agreements would no doubt be a key consideration for the HKIAC in making a decision). It may be that a party would select the ICC Rules over the HKIAC Rules, to minimise the possibility of an unexpected consolidation.

On the other hand, a party that has agreed to the use of the HKIAC Rules should not be in a position to complain if consolidation is ordered, because the parties have agreed to the incorporation of the HKIAC Rules into their arbitration agreement.

The new ICC rules have additional sections dealing with the addition of new claims to an existing arbitration. Article 23(4) of the ICC Rules limits a party from introducing new claims that fall outside the scope of the Terms of Reference document (setting out all the issues between the parties) after that document has been established, without the authorisation of the arbitral tribunal. Although the HKIAC Rules have no equivalent language, given the broadness of the HKIAC Rules dealing with joinder and consolidation, it seems that the tribunal is similarly authorised to consider all such new claims at any point in the proceeding.

**ADDITIONAL CHANGES**

**Expedited procedure**

Under Article 38.1 of the old 2008 HKIAC Rules, the expedited procedure could apply by default if the amount in dispute was below the upper cap of US$250,000 (about HK$2 million at recent exchange rates).

Now, the expedited procedure applies on the application of a party if at least one of the following applies:

- The amount in dispute is less than HK$25 million (about US$3.2 million).
- The parties so agree.
- It is exceptionally urgent (Article 41, new HKIAC Rules).

Where the expedited procedure applies:

- Only one arbitrator will be involved if the contract does not specify three (and if three is specified, the HKIAC will recommend the parties agree to have one).
- The default position is that the dispute will be decided on the basis of documentary evidence alone.
- An arbitral award is anticipated to be issued within six months of the date when the arbitration file is transferred to the arbitrator.

The new requirements for the expedited procedure are advantageous, given that in smaller disputes it may be cost-prohibitive to pursue the usual arbitration procedure. The new requirements may therefore persuade a party resisting arbitration to submit to the expedited procedure.

**Rule changes relating to arbitrators**

Under the new HKIAC Rules, the parties are still given the option of compensating the tribunal on a fixed sum or hourly basis. However, where the parties select an hourly rate there is a cap on the amount the arbitrator can charge, which cannot exceed HK$6,500 per hour unless all parties expressly agree to a higher amount. The hourly compensation method is the default where the parties cannot agree on a method (Article 10.1) and also applies in the case of an emergency arbitrator.

Before confirmation, an arbitrator is now also required to provide a written statement setting out his availability, impartiality and independence (a similar requirement is imposed under the ICC Rules). This requirement should assist in minimising delays in arbitrations arising from an arbitrator’s schedule.

**Failure to name arbitrator**

If the claimant fails to designate an arbitrator (or propose a single arbitrator) in its Notice of Arbitration, where the parties have agreed to a three-person tribunal, the HKIAC will appoint the arbitrator (Articles 4.7 and 8.1(a), new HKIAC Rules). The principle similarly applies to the Respondent for its Answer document (Article 8.1(a), new HKIAC Rules). The parties must be careful to include this point in their submission documents, or else they may find an arbitrator is selected on their behalf.

**Shortening timelines**

To speed up proceedings, the HKIAC has shortened a number of sections specifying deadlines for certain acts. For example, the HKIAC Rules now give a party only 15 days, not 30, to appoint an arbitrator, from the time the party receives notice that the HKIAC has ordered that a three arbitrator tribunal is needed, failing which the HKIAC will appoint the arbitrator (Article 8.1(b), new HKIAC Rules).

**LIKELY IMPACT OF THE NEW HKIAC RULES**

It is expected that the changes to the HKIAC Rules will ultimately prove beneficial to both practitioners and arbitrators. This is because of the increase in flexibility of certain measures and greater clarity in how the powers of the HKIAC and tribunals will be exercised.

Although the expanded joinder and consolidation sections will continue to be debated in the arbitration community, in practice the HKIAC and an arbitration tribunal will be unlikely to use the expanded powers much differently than they have in the past.

The changes are necessary to bring Hong Kong in line with best practices for arbitrations, and parties should feel comfortable submitting disputes to Hong Kong under the auspices of the HKIAC, in cases where the rules are suitable for their purposes.
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- Acting for a group of Chinese companies in an investor-state arbitration against Mongolia in respect of an iron ore mine.
- Acting for a Singapore based technology company in a HKIAC arbitration to defend a claim brought by a subcontractor under an IT service contract.
- Acting for a Chinese based technology company in a high value ad hoc arbitration in Hong Kong against a group of international investors.

His recent experience in complex commercial litigation includes:

- Advising two private equity houses on disputes with their PRC partner, involving investments in a billion-dollar project in the PRC, and breaches of the shareholders agreement.
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