



Celebrating the First 9 Years: Impact of BIAC on Institutional ADR in Bangladesh



BIAC 

Bangladesh International Arbitration Centre
The Institution for Alternative Dispute Resolution

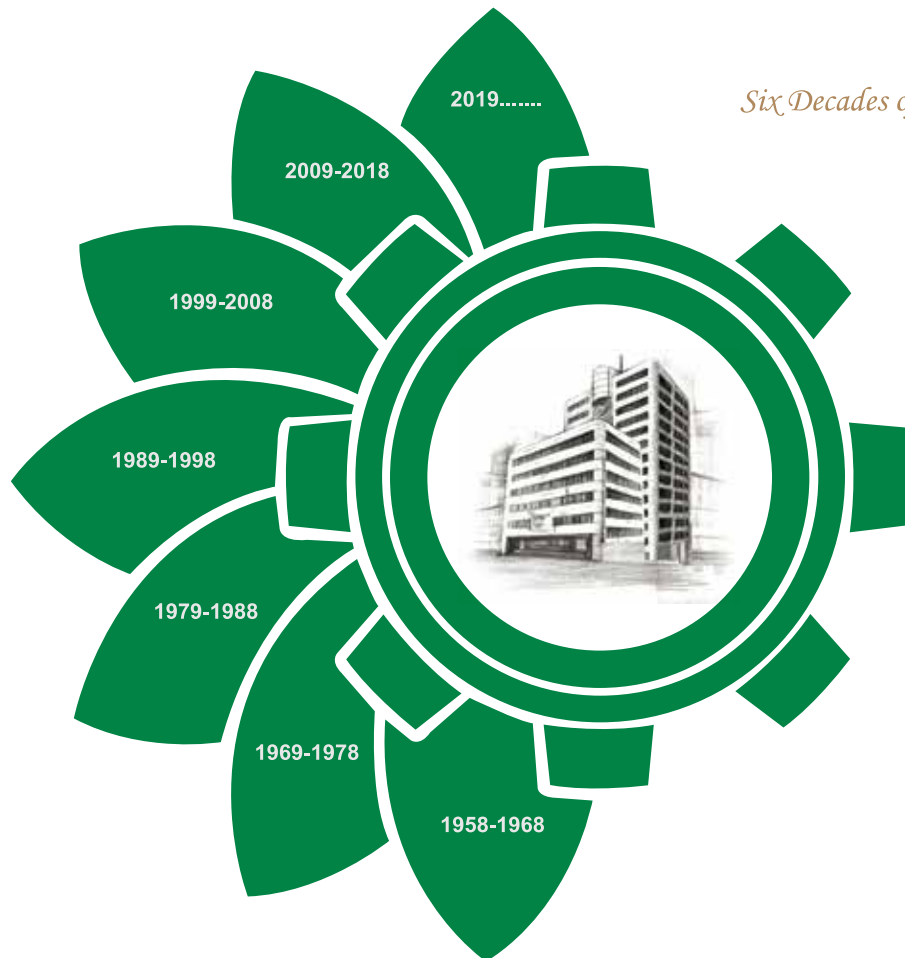


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Celebrating the First 9 Years: Impact of BIAC on Institutional ADR in Bangladesh

The Constitution of Bangladesh guarantees to all citizens equality before law and ensures the right to enjoy protection of law and the right to fair trial. Access to justice as a right to fair trial includes institutional arrangement through which justice can be delivered to the citizens in an effective manner and it denotes the instrumentalities by which justice seekers can approach the courts, lawyers, judges and administrative agencies. Delay in our judiciary has reached at a point where it has eventually become the main factor of injustice. One or two years necessary for the disposal of a suit may swell up to 12-15 years or even more. By the time the judgment is pronounced the need for it in many respects may have been over. With the backlog of nearly 3.8 million under trial cases in all courts of Bangladesh and with only one judge available to try over 2000 cases, there has been renewed emphasis in recent years on the Alternative Dispute Resolution (ADR) programmes institutionalised as a means to avoid formal litigation and to ensure the most fundamental right of access to justice for all in an easier way.

Bangladesh International Arbitration Centre (BIAC), committed to establish internationally recognised best practices of institutional ADR in the country, has completed nine eventful years. BIAC with its own Rules of Arbitration and Mediation has been providing over the years, a neutral, efficient and reliable dispute resolution service in this emerging hub of South Asia's industrial and commercial activity. With the rapid growth of the Bangladesh economy and its increasing exposure to the globalised world, business relationships have become more structured and formalised. Foreign investors seek guarantee for Enforcing Contracts in Bangladesh, which is possible by mandatory application of ADR norms.

After the insertion of ADR mechanisms in a number of existing laws by the Government of Bangladesh, particularly in the Money Loan Court Act 2003 and the Code of Civil Procedure 1908, a great achievement in the disposal of commercial disputes has been acquired by institutional ADR. As we celebrate Nine years of operation, we in BIAC, cherish to integrate our activities with all Government initiatives in the legislative and financial arena to attract more Foreign Direct Investment in the country and help boost our economy towards graduating Bangladesh to a developed country by 2024.



Bangladesh International Arbitration Centre
The Institution for Alternative Dispute Resolution

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Bangladesh International Arbitration Centre

The Institution for Alternative Dispute Resolution

Unique Heights (13th floor), 117 Kazi Nazrul Islam Avenue, Dhaka-1217, Bangladesh

Tel: +8802-55138092-93; Email: info@biac.org.bd; Website: www.biac.org.bd



BIAC fondly remembers...

We remember with great pride and gratitude the contribution of Mr. Latifur Rahman, one of our founding Board Members, towards the birth of Bangladesh International Arbitration Centre (BIAC). We feel privileged that we can count BIAC among the many successful ventures that he had been instrumental in establishing. His personal commitment towards the development and growth of BIAC will be deeply missed. A legend in his lifetime, he was a leader of uncompromising integrity and ethics in the world of business.

He had been involved in guiding and framing most of the policy documents of BIAC. Back in 2004, when BIAC obtained licence and registration from the Government of Bangladesh, the concept of establishing an Alternative Dispute Resolution (ADR) institution for quick resolution of commercial disputes was new in the country. Mr. Rahman's role was therefore, critical in BIAC's formative years.

Today, as we celebrate our nine years of operation, as the first and only, licenced and registered ADR institution in the country, we recall Mr. Latifur Rahman and share his moments at BIAC in this special publication.





Bangladesh International Arbitration Centre
The Institution for Alternative Dispute Resolution

From the Desk of the Chairman

With the continuation of the spread of COVID-19 pandemic worldwide businesses have been facing high level of instability and uncertainty caused by debilitated financial markets and disruption to workplace operations and business supply chains. This untoward phenomenon is most likely to result in a growth in the volume of commercial disputes, as businesses tend to become unable or unwilling to perform existing contractual obligations. Civil judiciary and Alternative Dispute Resolution (ADR) institutions throughout the globe have been under pressure to continue operating during the pandemic, which essentially needs to continue to adapt to the pandemic and reality of the New Normal world.

In Bangladesh the ADR landscape has not yet been too badly savaged. We have changed the mode of operation significantly by conducting online hearing of arbitration cases and continuing our efforts to build up a human resource base for creating awareness about ADR among our stakeholders including banks, financial institutions, Government agencies, corporate houses, NGOs, the legal fraternity and students of Law and Business through online Learning Sessions, Training Programmes on Arbitration, Mediation and Negotiation and mock Arbitration Contest for University Students.

During the current hard time of COVID-19 we have hosted a number of webinars jointly with our local and regional partners including International Centre for Alternative Dispute Resolution (ICADR), India, Singapore International Arbitration Centre (SIAC), Dhaka Chamber of Commerce & Industry (DCCI) and the Bangladesh Ministry of Law, Justice and Parliamentary Affairs, on outstanding issues like use of ADR to resolve Problems in Trade and Supply Chain, Application of Force Majeure Clause, Risk Management in Banks and Ready Made Garment sector, ADR in Real Estate and Construction Disputes, Settlement of LC Related International Trade Disputes and Access to Justice.

In view of the COVID-19 situation, on the belated observance of BIAC's 9th Founding Anniversary, this humble publication recommends impact of BIAC on institutional ADR in Bangladesh. Unlike in the past, this year we arrange a webinar on this occasion which is being graced by the Hon'ble Law Minister Mr. Anisul Huq MP, Mr. Justice Md. Rezaul Hasan, Hon'ble Judge of the High Court Division, Supreme Court of Bangladesh and a very distinguished Panel of Discussants from whose deliberations, we aspire to have a pragmatic and prudent guideline for our future programmes. I take this opportunity to extend our sincere gratitude to all our Members, patrons, partners, constituents and well wishers for their unqualified support to BIAC which I am confident, will continue in the days ahead.

Allah Hafez.

Mahbubur Rahman
Chairman, BIAC



Government of the
People's Republic of Bangladesh

Message from the Minister for Law, Justice & Parliamentary Affairs

It gives me immense pleasure to congratulate Bangladesh International Arbitration Centre (BIAC) on successful completion of nine years of extraordinary service in the field of Alternative Dispute Resolution (ADR).

In the wake of COVID-19 pandemic worldwide for the last one year, there is a serious spike in commercial disputes arising out of parties' inability or unwillingness to meet existing contractual obligations. This unprecedented situation has led parties to increasingly resort to legal concepts of force majeure, frustration and impossibility to avoid liability or not to fulfill their obligations.

To meet the challenges created by the unwarranted crisis the Government has enacted the 'Use of Information Technology by the Courts Act, 2020' to conduct cases through virtual courts. The judiciary has been quick to implement this law and by so doing has disposed of thousands of cases till date. However, the methods of resolution through ADR leave us wanting. ADR, considered and regarded worldwide, as an efficacious and expeditious way of dispute resolution must now incorporate the virtual method to maintain its success. I am confident that at this critical juncture BIAC will play a pivotal role to facilitate the transformation.

Anisul Huq, MP

Minister for Law, Justice & Parliamentary Affairs



Supreme Court of Bangladesh

Message from Justice Md. Rezaul Hasan (M. R. Hasan) Judge of the High Court Division, Supreme Court of Bangladesh

It is a great privilege for me to extend my heartiest congratulations to Bangladesh International Arbitration Centre (BIAC) on the eve of successful completion of nine years of their pioneering role in the field of Alternative Dispute Resolution.

To the best of my understanding and the informations received, many appreciable schemes, by now, have been launched in the ADR field of Bangladesh, under the auspices of BIAC, now widely known as a thriving ADR service provider in the country.

It may also be found inspiring to note here that, sections 8 and 22(1) of the Arbitration Act, 2001, provides statutory basis for the BIAC to render services in the process of ADR, while subsection (7) of section 38 of the Arbitration Act, 2001, authorises payment of costs (fees or service charges) to BIAC for their institutional services.

Commendable progress and continued success of BIAC has opened a new alternative avenue for the justice seekers and I have firm conviction that BIAC will contribute more and more, in the future, in resolving all types of commercial disputes, as they have the necessary infrastructure, staff and experts to facilitate ADR .

ADR, as a reliable process, can help reducing a huge backlog of cases, as well, that has burdened our judiciary, mainly because of highly disproportionate judges and cases ratio (for instance, nearly 1765 number of cases pending per judge, as per a statistic of 2017).

However, to make the ADR a more preferable mechanism for dispute resolution than a court case, it has to face the challenge of earning the trust of the litigants by ensuring its efficacy, services by the well chosen legal experts, less formality, continuity of hearing and be cheaper in comparison to the cost usually required in prosecuting a court case. I wish BIAC all the best and a wide readership of this anniversary publication.

Justice Md. Rezaul Hasan (M. R. Hasan)

Judge of the High Court Division
Supreme Court of Bangladesh



BANGLADESH BANK
(Central Bank of Bangladesh)

Message from the Governor of Bangladesh Bank

I am happy to know that the Bangladesh International Arbitration Centre (BIAC) has successfully completed nine eventful years of operation as the premier institution on Alternative Dispute Resolution (ADR) in Bangladesh. BIAC has been trying to change the culture of handling commercial disputes in the country in a cost-effective, confidential and neutral manner. It has developed international standard ADR facilities, it has also trained professionals and is working relentlessly on raising awareness about ADR benefits among the stakeholders including banks.

As regulator of the banking industry Bangladesh Bank is always positive in seeing through ways and means to overcome issues that stand on the way of quality growth of the industry. In a sluggish business condition due to COVID-19 outbreak, ADR would help small and medium enterprises in quick dispensation of disputes originated from business contracts. We appreciate BIAC for taking initiatives to resolve loan recovery disputes through mediation under its own institutional rules.

At these trying times the presence of BIAC will be of some comfort to Foreign Direct Investment and in promoting the ease of doing business and assuring enforcement of commercial contracts.

I wish BIAC every success.

Fazle Kabir
Governor, Bangladesh Bank
(Central Bank of Bangladesh)



Message from the Ambassador & Head of the EU Delegation to Bangladesh

It is indeed commendable that Bangladesh International Arbitration Centre (BIAC) has passed almost a decade as the first institution for alternative justice system for businesses in Bangladesh. I congratulate all BIAC partners and stakeholders as you celebrate with pride the 9th founding anniversary of this institution.

The European Union has maintained strong interest in seeing Alternative Dispute Resolution (ADR) practices flourish in Bangladesh and involved itself in the development of BIAC since its inception. It is encouraging to know that BIAC is gradually transforming itself into a recognised and functional body as a platform to provide quick and easy settlement of disputes.

A conducive business environment is intrinsically linked with an enabling legal framework. As trade and investment grow, so do business disputes. It is more so in emerging economies like Bangladesh. However, commercial dispute settlement through litigation remains a difficult and cumbersome process as the Country's judiciary is overburdened with innumerable pending cases. An institution like BIAC therefore has a large role to play in supporting local and foreign business communities with speedy settlement of disputes. This will contribute to strengthening investors' confidence and attracting fresh foreign investment.

I am sure your anniversary will amplify the spirit and will help BIAC to institutionalise ADR in Bangladesh. The fact that the business community in Bangladesh is seeking to enforce contracts and resolve disputes outside the formal path of justice indicates that the culture of moderation exists in this country and businesses prefer reconciliation over confrontation.

I am confident that BIAC will continue to work with the business community and contribute to creating an investment-friendly environment in Bangladesh.

Best wishes to BIAC on the occasion of its 9th anniversary.

Rensje TEERINK

Ambassador & Head of the EU Delegation to Bangladesh



The Permanent Court of Arbitration

Message from the Secretary- General of the Permanent Court of Arbitration

The Permanent Court of Arbitration and Bangladesh International Arbitration Centre entered into a cooperation agreement on 21 October 2016. The cooperation agreement establishes a framework for the two organisations to join forces in the promotion of arbitration as a means for the peaceful settlement of international disputes, and in raising awareness about developments in the field. In addition, it formally recognises the benefits of cooperation among international arbitral institutions. On behalf of the PCA, I would like to congratulate BIAC on its 9th Founding Anniversary. We look forward to more years of fruitful collaboration.

A handwritten signature in black ink, appearing to read "H. Iblesz", with a horizontal line underneath.

Hugo H. Iblesz
Secretary-General
The Permanent Court of Arbitration



SAARC Arbitration Council

Message from the Chairman of the Governing Board of SAARC Arbitration Council (SARCO)

I am delighted to send this message of felicitation on the happy occasion of the 9th Anniversary of the Bangladesh International Arbitration Centre (BIAC). On behalf of the Governing Board of SARCO, and indeed on my own behalf. I have immense pleasure in extending warmest congratulations and sincere best wishes to BIAC on reaching this important milestone.

SARCO attaches great importance to its relationship with BIAC, as our goals and objectives converge to assist the dispute resolution community in Bangladesh and promote Alternate Dispute Resolution (ADR) mechanisms for the benefit of arbitrators and practitioners in the SAARC region. Being a specialised body of SAARC, SARCO aims to continue its fruitful collaboration with BIAC and hopes that our combined efforts will help attain the mandates of our institutions.

BIAC is one of the most significant institutions of Bangladesh and has adopted a robust and people oriented approach to promoting arbitration and ADR, as cost effective means of settling commercial disputes, as opposed to more expensive and time consuming litigation. I am confident that BIAC will continue to thrive and expand its outreach.

In conclusion, we, at SARCO look forward to collaborating and working closely with BIAC and take this opportunity to wish BIAC, continued success and growth in the future.

A.M.J. Sadiq
Chairman
Governing Board of SARCO



Message from Country Manager for Bangladesh, Bhutan and Nepal, International Finance Corporation, World Bank Group

Bangladesh has experienced a steady economic growth of 5 to 7 percent since the 1980s, achieving lower middle-income status in recent years. Poverty has been halved since 2000, while private sector credit more than doubled over the past two decades, from 22 percent of GDP in 2000 to 45 percent in 2019.

As the economy and the financial system continue to grow significantly, the country needs an efficient contract enforcement system to facilitate private sector operations, particularly in dispute resolution and debt recovery. At present, enforcing a contract in Bangladesh takes 1,442 days and costs nearly 67 percent of the claimed value, according to World Bank Group's Doing Business index. The country also has one of the slowest court litigation processes: there are more than 3.7 million cases pending trial, and almost 15 percent of those are commercial in nature.

Furthermore, the COVID-19 pandemic has impacted economic performance and liquidity of companies, which is expected to exacerbate high debt risk in the corporate and small business sectors. This may add more commercial disputes to the existing backlog and contribute to increasing the time and cost requirement for contract enforcement. In this context, Alternative Dispute Resolution (ADR) mechanisms can be particularly helpful for the financial sector.

IFC, a member of the World Bank group, supported the establishment of Bangladesh International Arbitration Centre (BIAC) in 2011 and the introduction of Tax ADR in 2012 to promote arbitration and mediation as an alternative to settling business disputes. The time and cost reduction of commercial dispute resolutions will encourage domestic businesses to operate in a formal environment and international investors to invest in Bangladesh.

IFC commends BIAC's efforts to create an enabling environment for the banking and private sector in Bangladesh to settle disputes out of court. The Centre's latest initiative to facilitate contactless dispute resolution through virtual arbitration, mediation, and negotiation is very timely. We wish BIAC, under the leadership of Chairman, Mahbubur Rahman, all the success as a self-reliant and successful ADR institution.

A handwritten signature in black ink, appearing to read 'W. Werner'.

Wendy Werner
Country Manager
Bangladesh, Bhutan and Nepal
International Finance Corporation, World Bank Group



Message from the President of Chartered Institute of Arbitrators (CI Arb)

It is my singular honour and pleasure to pen a congratulatory note to the BIAC on the occasion of its 9th Anniversary celebrations.

The Chartered Institute of Arbitrators commends the BIAC for its vital contributions in the essential task of running much needed ADR training and education in Bangladesh.

The contribution of the BIAC is a key component of nation building. It will in the long run, result in the efficacious resolution of disputes through ADR thereby alleviating the serious backlog of cases in the municipal courts. The business community will rely to a much greater degree on ADR mechanisms as a quick and cost efficient alternative to court litigation. This can only spur the Bangladesh economy and the prosperity of its people to greater heights.

BIAC's track record in the last 9 years has been impressive indeed as demonstrated by the wide range of programmes and initiatives undertaken, as outlined by its Chief Executive Officer Muhammad A. (Rumee) Ali. BIAC's response to the global viral crisis (which has not spared Bangladesh) is equally admirable. The BIAC has hosted virtual arbitration hearings and moved its training services to online platforms. This coupled with its unimpeded efforts to familiarise different sectors of the business community with the advantages of ADR and in seeking improvements to the existing legislative framework have been vital and necessary.

In closing, I have no doubt that BIAC will continue to serve as a beacon of ADR development in Bangladesh and wish its leadership and membership every success in the years to come.

Francis Xavier S.C., CI Arb, PBM
President
Chartered Institute of Arbitrators



Message from the Managing Director of Thailand Arbitration Center (THAC)

Thailand Arbitration Center (THAC) congratulates Bangladesh International Arbitration Centre (BIAC) on their 9th Anniversary, we extend our heartiest congratulations.

We, THAC, as a newly established arbitration center has faced or is still facing the same challenges as BIAC of establishing and operating a new arbitration center in the country. It is indeed not an easy task. Today, on your birthday – such an important occasion, please allow us to congratulate you on all your success and hard work in the past 9 years in driving BIAC to become such a reputable institution. BIAC have helped nurture Bangladesh's Alternative Dispute Resolution (ADR) landscape and become the only place to go to for any ADR matters. It is indeed a very remarkable achievement in such a short time.

THAC has supported BIAC in awareness raising as well as training provided for mediators and arbitrators of Bangladesh. We are very proud to be one of the partners of BIAC.

THAC will continue its technical and institutional support to BIAC and is delighted to see the transformation of BIAC to a credible ADR institutional service provider in ASEAN.

THAC wishes BIAC and its highly competent leadership all success in the future.

A handwritten signature in black ink, appearing to read 'P. Asawawattanaporn'.

Pasit Asawawattanaporn
Managing Director of THAC
and President of APRAG



Message from the Vice Chairman of the China Maritime Arbitration Commission (CMAC)

On behalf of the China Maritime Arbitration Commission (CMAC), I would like to extend my warmest congratulations to Bangladesh International Arbitration Centre (BIAC) on its special 9th anniversary.

Throughout these years, BIAC has made a significant contribution to shaping the environment of private dispute resolution in the emerging hub for South Asia's commercial activities. The growth and accomplishments are testament to the dedication and creativity of the BIAC team.

I am very glad that a close partnership is now developing between CMAC and BIAC. We look forward to strengthening our communication, collaboration and co-operation, and to jointly promoting efficient, effective and equitable resolution of commercial and investment disputes in the Region.

With all my heart, I wish BIAC greater success and prosperity in times to come.

A stylized handwritten signature in black ink, consisting of a large, flowing 'H' and 'L'.

Dr. Hu Li
Vice Chairman
China Maritime Arbitration Commission (CMAC)



Message from the Chairman of Association of Bankers Bangladesh Limited (ABB)

It is great to know and a privilege to congratulate Bangladesh International Arbitration Centre (BIAC) on successfully completing nine glorious years of functioning as the sole alternative dispute resolution institution in the country.

BIAC has been actively contributing over the years to the needs and demands of the business community and the country by facilitating ADR in Bangladesh as well as to increase investors' confidence.

The primary goal of BIAC is to help investors and entrepreneurs resolve their commercial disputes efficiently out of court. BIAC has been providing out of court resolution to commercial disputes quickly, transparently and in a cost-effective way, expectedly leading to growth of businesses and entrepreneurs.

In the course of nine years BIAC has carved its niche towards becoming credible for businesses, both domestically and internationally, and gradually established itself as a sustainable ADR service provider. On behalf of Eastern Bank Limited (EBL) and Association of Bankers Bangladesh (ABB), I wish BIAC greater success ahead in dispute resolution and act as catalyst to business growth of the country.

A handwritten signature in black ink, appearing to read 'Ali Reza Iftekhar'.

Ali Reza Iftekhar

Chairman

Association of Bankers Bangladesh Limited (ABB)



Bangladesh Garment
Manufacturers & Exporters
Association

Message from the President of Bangladesh Garment Manufacturers & Exporters Association (BGMEA)

I am honoured to write this note to extend my best wishes and congratulations to Bangladesh International Arbitration Centre (BIAC) on its 9th Founding Anniversary. It must have been quite an exceptionally challenging year for BIAC, so does for us, given the fact that global trade is posed to an unprecedented crisis.

In the context of our ever growing integration with international trade, BIAC has been a significant institution for us playing a vital role through institutionalised ADR facilities. Given the backdrop of COVID-19, the importance of international arbitration and resolution of trade dispute has grown manifold. As COVID ruptured the business relationship between parties across the global supply chain, even for whom who has been successfully doing business for many years now, this has exposed the fault lines in the trading system in the area of weaknesses in contractual arrangement, absence of global legal framework and enforcement, and lack of preparedness of the third world countries to such an event. It has been a massive wake up to global conscience to learn and approach COVID like situations differently. The misinterpretation of commercial and business contracts makes the unforeseeable situation direr for the both parties where institution like BIAC becomes critical.

Furthermore, if we want to align ourselves with the SDG and run-through it within the industry, there is no alternative but to create a mechanism through which all critical stakeholders including marginal income groups will be protected and safe by the action of others in the supply chain, and thus ensure that no one is left behind.

BGMEA is glad to be associated with BIAC on many occasions and we hope to further escalate this collaboration in future in more effective and fruitful way. We are optimistic that BIAC will be able to play a vital and stronger role in protecting business and humanity.

Dr. Rubana Huq
President
BGMEA



Message from the President of Metropolitan Chamber of Commerce and Industry, Dhaka

Bangladesh International Arbitration Centre (BIAC) was a very modern initiative for Bangladesh back in 2004 and I am delighted that the Metropolitan Chamber of Commerce and Industry (MCCI), Dhaka was a part of it. Since its inception in 2011, BIAC has been promoting the use of Alternative Dispute Resolution (ADR) for the quick resolution of business disputes in the country. As the oldest trade organisation in Bangladesh, MCCI, Dhaka is represented in many Advisory Councils as well as Committees formed by various Ministries of the Government of Bangladesh. Members of MCCI, Dhaka include leading commercial and large industrial organisations, public sector corporations and local as well as multinational companies. Our members are also encouraged to use ADR and avail the benefits of quick and cost effective dispute resolution.

Despite the pandemic, BIAC has continued its activities both online and offline. We congratulate BIAC on completing nine years of operation in the country and wish the team all the best in their ventures.

A handwritten signature in black ink, appearing to read 'Nihad Kabir'.

Nihad Kabir
President
MCCI, Dhaka



Message from the President of Dhaka Chamber of Commerce and Industry

I am highly delighted to congratulate the BIAC on its 9th founding anniversary of relentless journey of glory in ADR. In this august occasion, I would like to thank all valued stakeholders of BIAC especially Business Community, Government Agencies, Arbitrators, Legal Practitioners and founders of BIAC for extending their outstanding support all the way in journey of BIAC.

Bangladesh economy has consistently progressed over the last decade having 6 percent plus annual GDP growth based on consistent trade and macroeconomic track record. With this legacy, economy envisioned graduation into a developing economy by 2024 and a High-income developed economy by 2041. Economic growth is often resisted by wide-ranging trade, investment and financial disputes and disagreements undermining expected trade and economic growth.

Private sector business is the lifeline of economy, but incremental business related disputes had made the doing business ambiance challenging and uncompetitive in many dimensions in the ever-changing business context holding back the need of private sector and economy of tomorrow. Indeed, COVID-19 pandemic has adversely aggravated our business context.

Dispute prevention and effective dispute resolution are critical to mitigate risk and improve credibility of the businesses. BIAC, in association with other regional institutions, kept playing strong and shared roles to resolve all sorts of disputes outside court amicably as a cost and time efficient approach, above all to institutionalise and popularise the ADR culture in Bangladesh.

I wholeheartedly appreciate BIAC, as a trend setter and pioneer, in promoting effectiveness of commercial ADR among the key stakeholders including Government, financial institutions, large and SME businesses, Bangladesh Bank, indenting firms, traders, lawyers, and management professionals in Bangladesh. DCCI appreciates BIAC's contribution to the economy for creating a space for faster access to justice in trade and business arena with greater success.

I believe BIAC will take more pragmatic measures in making aware all sort of businesses including MSMEs to reap and experience the utmost benefit of institutional ADR in the years to come.

I wish BIAC will grow with substantial credential and reputation on multi-disciplinary avenues introducing international best ADR practices to facilitate conducive business environment in tandem with transformational economic visions of Bangladesh.

Shams Mahmud
President
DCCI

BIAC BOARD



Mahbubur Rahman
Chairman



Rokia Afzal Rahman
Member



Nihad Kabir
Member



Shams Mahmud
Member

BIAC MANAGEMENT



Muhammad A. (Rume) Ali
Chief Executive Officer



M A Akmal Hossain Azad
Director



Mahbuba Rahman Runa
General Manager



Md. Ashiqur Rahman
Manager (Finance & Accounts)



Rubaiya Ehsan Karishma
Counsel



Syed Shahidul Alam
Commercial Officer



Shahida Pervin
Administrative Officer



Annual Report Bangladesh International Arbitration Centre (BIAC) *The Institution for Alternative Dispute Resolution*

Muhammad A. (Rumee) Ali
Chief Executive Officer

In the wake of worldwide spread of Corona Virus (COVID-19) it is without a doubt an understatement to say that the ongoing lethal pandemic driven global health crisis is drastically impacting communities worldwide. News about COVID-19 is changing at a rapid pace and has likely changed drastically since this piece was written. Words like 'lockdown' and 'social distancing' are becoming commonplace as communities across the country are taking new measures to limit social interactions and keep them and individuals safe. Here in Bangladesh, this epidemic continues to raise all sorts of questions about what should remain open, what should be closed and when? Courts across the country are also grappling with these types of questions and are considering these concerns and currently taking a variety of different approaches with shut down of all court activities from the last week of March until end of May 2020.

At this time with courts closing down, Bangladesh International Arbitration Centre (BIAC) has to respond more to the ADR programmes with concern for the health of the parties coming up for Arbitration and Mediation and our own health. We are also concerned about not having sufficient Arbitrators and Mediators owing to their actual illness or need to protect them by quarantining. This may be a good time for us to use online platforms, such as Zoom or other video conference options to conduct ADR sessions.

BIAC is concerned about the wellbeing of the community and ensuring all measures for the safety of our patrons, stakeholders and users of our facilities. As the only registered Alternative Dispute Resolution (ADR) institution in the country we understand how important access to justice is given the backlog of nearly 3.7 million pending cases in all types of courts in the country and BIAC has a crucial role to play in delivering the same, especially during the current hard time. We at BIAC pledge to serve our patrons to the best of our abilities and we will continue to do so as we are steadily getting attuned to the new normal world.

For the past 9 years, BIAC has been striving to draw attention of the financial and corporate sectors as well

as the educational institutions and the legal fraternity to the advantages of ADR mechanisms. ADR is a crucial need for expanding the influx of Foreign Direct Investment into the country, for improving the rank of Bangladesh in the World Bank's "Global Doing Business Index", in order to achieve the Sustainable Development Goals to which Bangladesh is a signatory. In addition to keep up with the international best practices around the world Bangladesh needs to develop a strong ADR framework so that it can coexist with the judicial system.

Emergence of BIAC

Mr. Mahbubur Rahman, President of the International Chamber of Commerce – Bangladesh (ICC-B), the world business organisation, with his years of experience as a businessman realised the need for an ADR Framework in Bangladesh and urged the Metropolitan Chamber of Commerce & Industry (MCCI), Dhaka and the Dhaka Chamber of Commerce & Industry (DCCI) to join forces and established BIAC. On 4 September 2004, ICC-B, MCCI, Dhaka and DCCI obtained a licence from the Ministry of Commerce to establish BIAC as a not-for-profit organisation and registered BIAC under the Registrar of Joint Stock Companies and Firms of the Government of Bangladesh under section 28 of the Companies Act 1994. International Finance Corporation (IFC) of The World Bank Group initially funded major operating expenses of BIAC under the Bangladesh Investment Climate Fund (BICF) project. UK Aid and European Union also contributed to the same.

Mechanisms of ADR are manifold among which arbitration, mediation and conciliation are recognised by the laws in Bangladesh. The Government of Bangladesh is a signatory to the "UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958", popularly known as the New York Convention. The Arbitration Act of 2001 was enacted by Bangladesh Parliament following the United Nations Commission on International Trade Law (UNCITRAL) as a model. Bangladesh Energy Regulatory Commission Act, 2003 and The Real Estate Development and Management Act 2010

provide for arbitration as dispute resolution method under these laws. Money Loan Court Act 2003 and The Code of Civil Procedure 1908 have been amended incorporating provisions of mandatory first step of dispute resolution through mediation. Provisions for ADR are also incorporated in the Customs Act 1969, Value Added Tax Act 1991, Income Tax Ordinance 1984 and Labour Act 2006.

BIAC formally started its operation on 9 April 2011. Currently it is governed by a Board comprising distinguished personalities including Presidents of the three prominent business Chambers of the country, thereby enriching the organisation with their vast experience and knowledge.

Induction of new Board Member: In the 30th Meeting of the BIAC Board on 7th August 2019, Mrs. Rokia Afzal Rahman, an eminent citizen and business personality, also former Advisor to the Caretaker Government was inducted to the Board as a Member.

An experienced, full-fledged secretariat runs the Centre on a day-to-day basis. From the very beginning BIAC has been offering excellent facilities for arbitration and mediation hearings including two state-of-the-art meeting rooms, audio-aides and recording facilities, arbitrators' chambers, private consultation rooms, transcription and interpreter service. BIAC provides all necessary business facilities like video conferencing, powerful multimedia projection, computer and internet access, printing, photocopying. Full-fledged secretarial services and catering are also available on request. BIAC also offers specific services for non institutional arbitration. Parties are free to choose individual elements of its services.

BIAC launched its own institutional rules for arbitration and mediation, namely, BIAC Arbitration Rules 2011 and BIAC Mediation Rules 2014 both being critically analysed and reviewed by a number of eminent jurists and legal experts. These Rules have just been superseded by launching BIAC Arbitration Rules 2019 and BIAC Mediation Rules 2019 which have been made more user-friendly and expanded the scope of the Rules in conformity with the growing need of time. BIAC has its own Panel of Arbitrators consisting of 11 eminent jurists and judges of whom 4 are former Chief Justices of Bangladesh and a few former Justices of the Supreme Court. 100 experts and trained Mediators are in the BIAC's List of Mediators. BIAC has developed all the facilities required for systematic and comfortable Arbitration and Mediation proceedings. Till date, BIAC has handled 307 Arbitration hearings and Mediation meetings of 128 Arbitration and Mediation cases.

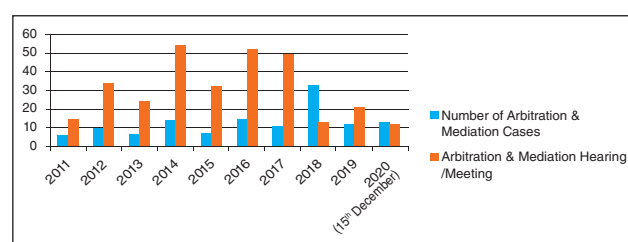
BIAC has recently launched its Membership to practitioners, stakeholders and interested individuals to create a knowledge & resource sharing platform. It will enable all interested parties to enhance individual knowledge and contribute towards enriching the ADR landscape of the country. It will also reach out internationally to individuals and institutions. All

interested professionals including ADR facilitators such as arbitrators, mediators, practicing lawyers, academics, bankers, representatives of commercial & business organisations and students can apply. BIAC Membership is intended to reflect professionalism and recognition in the region and throughout the globe.

A graphical presentation of Arbitration Hearings and Mediation Meetings held at BIAC over the years is given below:

ADR Cases at BIAC

Year	Number of Arbitration & Mediation Cases	Arbitration & Mediation Hearing/Meeting
2011	6	15
2012	10	34
2013	7	24
2014	14	54
2015	7	32
2016	15	52
2017	11	49
2018	33	13
2019	12	21
2020 (15 th December)	13	13
Total	128	307



Training Programmes

BIAC's core activity is to provide facilities for ADR, however, in the absence of Chartered or professional training centre, BIAC had to take responsibilities to build professionals in this field. BIAC organises training programmes on ADR for lawyers, academicians, Government officials, corporate entities, banks, financial institutions' officials and also students. We feel that lawyers, bankers, corporate professionals as well as the entrepreneurs and decision-makers should be aware of these ADR methods to run their business smoothly.

BIAC's training programmes provide to the participants incisive details on the principle and process of ADR, provisions of ADR in several laws as well as the skills required to conduct a successful arbitration and mediation. These are suitable for anyone who is interested in arbitration, mediation and other forms of ADR. The participant need not have prior knowledge of arbitration, however, a general knowledge on how law works are beneficial. BIAC organises trainings on ADR mainly on Arbitration, Mediation and Negotiation. BIAC offers these trainings especially to the officials who involve in

such departments/works like procurement, human resource, loan agreement, joint-venture agreement and employment agreement.

BIAC has taken the initiative of providing specialised, sector-based customised training programmes on ADR depending on the organisations' need. In customised training courses, BIAC designs outline and module as per organisations' requirement having relevance to the concept of ADR. Under this initiative, for the first time, BIAC organised a day long training for 24 Senior Assistant Secretaries and Assistant Secretaries of Legislative and Parliamentary Affairs Division under the Ministry of Law, Justice and Parliamentary Affairs who are actively involved in vetting laws from all Ministries and Divisions. Soon BIAC will arrange training for their Deputy Secretaries.

From 2017 BIAC regularly arranges certificate training programmes abroad, jointly with those ADR centres which BIAC has signed collaboration agreements with. BIAC organised Introduction to international Arbitration course in collaboration with Chartered Institute of Arbitrators (CI Arb), Singapore in Singapore and Accreditation Course on Mediation in collaboration with Thailand Arbitration Centre (THAC) in Bangkok, Thailand. In 2018, BIAC introduced a new certificate training course on International Cross Culture, Civil and Commercial Mediation & Negotiation jointly with the Indian Institute of Corporate Affairs (IICA) under the aegis of the Ministry of Corporate Affairs, Government of India and Bridge Mediation Consultant pvt Ltd in India. In 2020, BIAC organised a new training course on Credit Risk Management jointly with Bridge Mediation Consultant pvt Ltd, India on the campus of Gujarat National Law University at Gandhinagar, India.

In 2019, Bangladesh International Arbitration Centre (BIAC) organised a certificate course on International Commercial Arbitration jointly with Kunming International Commercial Arbitration Service Centre (KICASC) in China. In this course, participants and trainers were from Bangladesh and China.

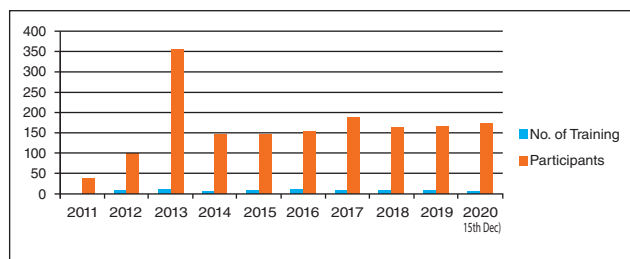
Due to the COVID-19 catastrophe invading all over the globe, the whole world is on full or partial lockdown, as such the Governments around the world are encouraging the people, especially students to stay home. In this situation, students are home quarantined and are facing less pressure of studies. This is a great time to enrich students' knowledge, and perhaps even to add a certificate to their resume as to prepare him/her for professional

advancement. Online learning is simple and convenient for students to keep building vital skills for their future. To make this home quarantine productive enough, Bangladesh International Arbitration Centre (BIAC) tried to ensure equitable learning opportunities for all students while prioritising their health and well-being. BIAC organised first online learning session on 25 June 2020 through zoom platform for students keeping their future in mind. This course was available for the students of Law and Business. As part of BIAC's regular training programmes BIAC takes initiative to conduct a series of online training programmes on Arbitration which are beneficial for professionals, the legal fraternity, Government officials, NGO representatives, corporate personnel, bankers and students. First module of this Training series was held on 28 October 2020, Second Module was held on 30th November 2020 and Third Module is schedule to be held on 28th December 2020 through online platform Zoom.

BIAC organised the first ever BIAC Inter University Arbitration Contest 2020 to provide students a practical knowledge of ADR and to give them the opportunity to arbitrate a real case acting as Claimant and Respondent in a real-life scenario. This year four universities took part in the Contest, which are: University of Dhaka, London College of Legal Studies (LCLS) South, Independent University Bangladesh (IUB) and Bhuiyan Academy. Due to the COVID-19 pandemic, BIAC conducted the Contest via Zoom virtual platform. First and Second Rounds of the Contest were held on 12 September 2020 and 19 September respectively. Mr. Justice Abdus Salam Mamun, former Judge of Supreme Court of Bangladesh, Barrister Ajmalul Hossain QC, FCIArb, Senior Advocate of Supreme Court of Bangladesh, Queen's Counsel, UK and Senior Partner, A Hossain and Associates and Mr. Muhammad Forrukh Rahman, Barrister at Law, Advocate, Supreme Court of Bangladesh and Head of Chambers, Rahman's Chambers acted as Tribunal Chairmen of the contest. The Final of the Contest was held online on 17 October 2020. The University of Dhaka acted as the Claimant team and the Bhuiyan Academy as the Respondent team, they competed against each other and the University of Dhaka won the Contest.

Till date, BIAC has organised 8 Alternative Dispute Resolution (ADR) courses, 28 arbitration training courses, 22 mediation training courses, 10 negotiation training courses and 1 Risk Management Training Course.

Year	No. of Training	Participants
2011	2	38
2012	7	99
2013	11	355
2014	5	147
2015	8	146
2016	9	153
2017	8	188
2018	7	164
2019	7	166
2020 (15th Dec)	7	173
Total	71	1649



Outreach Programmes

From the very beginning, BIAC has been working hard to create awareness about the benefits of ADR and familiarise best practices in ADR by conducting several outreach programmes, such as seminars, webinars, workshops and dialogues for business community, lawyers and legal professionals, students of Law and Business and the media. BIAC usually invites foreign experts as keynote speakers in these events.

Since 2017, BIAC has taken the initiative to accompany participants from different sectors for attending seminars/ conferences on international best practices of ADR organised by centres that BIAC has cooperation agreements with.

BIAC has reacted to the current crisis of COVID-19 and the future new norms for the handling of dispute resolution, by quickly converting cases, originally slated to be in person, to their virtual, cost effective/efficient system that allows cases to be arbitrated and mediated through the use of video technology. Virtual ADR allows cases to be seamlessly resolved without the need for travel by any party, lawyer or representative. All participants can hear and see each other. Information Technology provides the support necessary with someone present at the start of the proceedings to ensure a smooth experience. BIAC invites top line up of expert speakers from country and abroad who address the key issues on ADR of different sectors.

BIAC has arranged 132 seminars, webinars, workshops, and dialogues till date since its formal launching in April 2011. Moreover, interest in BIAC is developing fast which has led dignitaries from

different Ministries, Government offices, foreign diplomatic missions and international organisations to visit BIAC from time to time to be acclimatised with the operational activities of the institution. BIAC has also received recognition from both national and international ADR institutions.

In the diagram below, a picture of such outreach activities of BIAC are highlighted:

Year	Number of Seminar, Webinar, Workshop, Dialogue
2011	7
2012	14
2013	18
2014	19
2015	9
2016	16
2017	11
2018	10
2019	14
2020 (15 th December)	14



National Recognition

With the growing popularity of ADR throughout the country and the expertise in terms of service provided by BIAC, the leading corporate companies and financial institutions have signed cooperation agreements to seek BIAC's assistance in matters relating to ADR. So far BIAC has signed agreements with 28 national entities, namely, International Centre for Diarrheal Disease Research, Bangladesh (icddr,b), Transcom Limited, Apex Group of Companies, RANGS Group, SK+F, Summit Alliance Port Ltd., Anwar Group of Industries, Eastern Bank Limited (EBL), First Security Islami Bank Limited (FSIBL), The City Bank, IFIC Bank Limited, Dhaka Bank Limited, Green Delta Insurance Company Limited, Mutual Trust Bank Limited, MARS Financial and Legal Consultancy Limited, Friendship Bangladesh and Islami Bank Bangladesh Limited, Building Technologies and Ideas Ltd. (BTI), Prime Bank Ltd. and University of Liberal Arts Bangladesh (ULAB), London College of Legal Studies (South), Rahman & Rabbi Legal, London College of Legal Studies (North), AB Bank Ltd, One Bank Limited, Accord Chamber, Mahbub & Company and Dhaka Chamber of Commerce and Industry.

International Recognition

To be recognised as a credible institution, BIAC has signed cooperation agreements with foreign institutions and international organisations. Till date BIAC has already signed Cooperation Agreements with 18 International ADR centres, namely The Permanent Court of Arbitration (PCA)- The Hague, The Netherlands, SAARC Arbitration Council, Islamabad (SARCO), Asian International Arbitration Center (AIAC), Kuala Lumpur, Malaysia, Vietnam International Arbitration Centre (VIAC), Hanoi, Malaysia Arbitration Tribunal Establishment (MATE), Kuala Lumpur, Malaysia, Thailand Arbitration Center (THAC), Bangkok, Thailand, Singapore International Arbitration Centre (SIAC), Singapore, Indian Institute of Arbitration and Mediation (IIAM), Kochi, India, Hong Kong Mediation Center (HKMC), Hong Kong, China, Mainland-Hong Kong Joint Mediation Center (MHJMC), Hong Kong, China, Hong Kong International Arbitration Centre (HKIAC), Hong Kong, China, Institute for the Development of Commercial Law and Practice (ICLP) Sri Lanka and Bombay Chamber of Commerce & Industry, India, Bridge Mediation and Consulting Private Ltd. (BMCP),

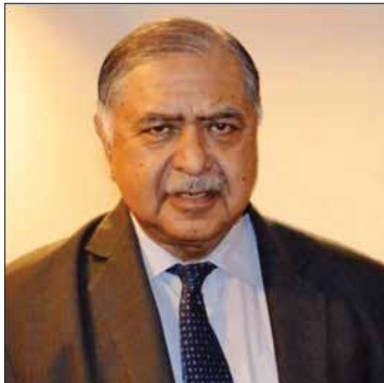
India, The Philippine Institute of Arbitrators (PIArb), Badan Arbitrase Nasional Indonesia (BANI Arbitration Center), The International Commercial Arbitration Service Center (KICASC) of Kunming National Economic and Technological Development Zone and Lawback, Changsha, China.

Operational Performance of BIAC at a glance in 2013-2020



“Difficulties are meant to rouse, not discourage. The human spirit is to grow strong by conflict”.

— William Ellery Channing



Arbitration Law in Bangladesh

Dr. Kamal Hossain

During the last two or three decades of the twentieth century national arbitration laws have received much attention, and many countries, impressed by a new openness towards dispute settlement through arbitration, have enacted new arbitration laws or amended existing ones. One commentator has described the trend during this period thus:

[A]rbitration laws have been enacted or amended worldwide almost every year. One is faced with a boom in lawmaking which is unprecedented in the 200-year- old history of this important field of... law. One of the new arbitration laws has already been praised enthusiastically as 'a step from the 19th directly into the 21st century.'

The result of this "competition", as it has been aptly termed by the commentator, of national legal systems for arbitration is that any meaningful review of the arbitration laws of any particular country cannot be undertaken except in comparison with the avalanche of new arbitration laws and institutional arbitration rules, competing with each other in the ever growing market for arbitration. This is particularly so in respect of international commercial arbitration, the conduct of which requires a more liberal statutory basis as distinguished from purely domestic arbitration. Thus in respect of arbitration the international community's concern would relate, more than anything, to how a national system of law deals with international commercial arbitration. The international discussion on the structures and concept of a truly international arbitral procedural framework culminated in the promulgation of the UNCITRAL Model Law on International Commercial Arbitration (Model Law) in 1985. The Model Law has since then served as a matrix for many reforms of national arbitration laws, thus giving further momentum to the worldwide modernization movement.

Different states have different laws governing international commercial arbitration thus every country may not be a suitable situs for international commercial arbitration and on few occasions a

certain: amount of "forum-shopping" is not uncommon. As far as arbitration laws of Bangladesh is concerned main issues that deserve scrutiny is whether Bangladesh is suitable situs for arbitration and enforceability of foreign arbitral award. A detailed discussion on the suitability of Bangladesh as an arbitration forum may not be appropriate on this occasion, this article would only focus on enforceability of foreign arbitration awards.

In Bangladesh, until very-recently the law relating to arbitration used to be governed by the Arbitration Act, 1940 ("the Act"). Many provisions of the Arbitration Act, 1940 were rather anachronistic vis-a-vis the modern national arbitration laws which are found throughout the world. However, the Arbitration Act, 2001 ("the 2001 Act") comprises many features of the UNCITRAL Model Law as well as of the English Arbitration Act of 1996 as in force now. This new Arbitration Act has brought into the corpus of Bangladesh arbitration laws many features which are considered to be characteristic of modern arbitration laws. Thus the 2001 Act has created the environment for parties to be more agreeable to have Bangladesh as a venue for arbitration as well as provide for a simple procedure for enforcement of arbitral awards, both domestic and foreign.

Enforcement of foreign Awards

Although Bangladesh has acceded to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958 on 6 July 1992, but the enforcement of a foreign arbitral award in Bangladesh has never been a straightforward process. This was due partly because of the non-implementation of an enabling statute in respect of the New York Convention and partly because of the judgment of the High Court Division in *Haji Azam v. Singleton Binda & Co.* (27 DLR (1975) 583.

Article XII.2 of the New York Convention provides that for any state acceding to the Convention after the entry into force of the Convention, the Convention

shall enter into force on the ninetieth day after the deposit by such State of its instrument of accession. Thus it is beyond any doubt that in accordance with this Article the Convention has entered into force in respect of Bangladesh on the ninetieth day after the deposit by Bangladesh of its instrument of accession. As such, the Convention has created an obligation on the part of Bangladesh at the international level. However, the rule generally accepted in Bangladesh as to the application of international treaties within Bangladesh (i.e. at the domestic level) is that treaties cannot operate of themselves but require the passing of an enabling statute. Thus although the New York Convention has been ratified, difficulties might arise with regard to the enforcement of a foreign arbitral award in Bangladesh under that Convention.

Since it is uncertain whether the New York Convention would be of any help in order to enforce a foreign arbitral award in Bangladesh anyone looking for an alternative might consider the possibility of having recourse to an earlier regime for the enforcement of foreign arbitral awards. The earlier regime to be considered is the regime which was established by the Arbitration (Protocol and Convention) Act, 1937 (the 1937 Act). The 1937 Act provided for enforcement in British India of arbitral awards made in states which were parties to the Protocol on Arbitral Clauses 1923 (The Protocol) and the Geneva Convention on the Execution of Foreign Arbitral Awards, 1927 (the Geneva Convention).

In the Pakistan period, it was held by the Pakistan Supreme Court that the Protocol and the Geneva Convention could be made applicable in Pakistan by the Government of Pakistan by making a fresh notification under the 1937 Act. The Legislature in Pakistan then, for the removal of doubt, passed the Foreign Awards and Maintenance Orders Enforcement (Amendment) Ordinance, 1962 which provided that any notification issued under section 2 of the 1937 Act by the Government of India declaring any state party, to the Geneva Convention or any territory to which the Convention applies, shall be deemed to be a notification issued by the Central Government of Pakistan for the purpose of enforcement of foreign awards. It is to be noted that the judgment of the Supreme Court of Pakistan diverges from the view taken by the Indian courts which proceeded on the premise that the pre-independence reciprocal arrangements would be deemed to be valid in post independence India.

In Bangladesh the High Court Division in the Hazi Azam's Case has gone even a step further than the Pakistan Supreme Court, and held that foreign arbitral awards could not be directly enforced under the 1937 Act because the 1937 Act has not continued

in force in Bangladesh. It is interesting to note that notwithstanding this judgement of the High Court Division, in the Bangladesh Code published in 1988, the 1937 Act has been published afresh, and the new Arbitration Bill in Section 57 seeks to repeal the 1937 Act. In any event, this earlier regime for the enforcement of foreign arbitral awards may also be of no avail as long as the Haji Azam's Case is not overturned by the Appellate Division and then a fresh notification under the 1937 Act is made by the Government.

In view of the above it is evident that difficulties would arise in respect of enforcing a foreign arbitral award under either the New York Convention or the 1937 Act. To get round this impasse, an alternative that has been suggested is to have the award converted into a decree and/or judgment of a court in the jurisdiction where the award had been made and then file a suit in Bangladesh for realising the amount awarded relying on the decree and/or judgment as evidence of a debt. Section 13 of the Code of Civil Procedure, 1908 (CPC) provides that a foreign judgment shall be conclusive as to any matter thereby directly adjudicated upon between the parties.

However, an impediment in respect of enforcement under the CPC of a foreign judgment

and a decree obtained abroad on an arbitral award, may be presented by Explanation 3(b)

of Section 44A, which provides that decree "in no case includes an arbitration award, even if such award is enforceable as a decree or judgment". Thus a foreign judgment and/or decree obtained on an arbitral award may be enforced under the CPC only if a restrictive interpretation is given to Explanation 3(b), to the effect that Explanation 3(b) is applicable only to an arbitration award as such, and not to a decree or judgment obtained abroad on the basis of an arbitration award. Latifur Rahman J. (as he then was) has observed obiter in *Bangladesh Air Service (Pvt.) Ltd. v. British Airways Plc* (49 DLR (AD) (1997) 187 at p.200) that "sections 12,13 and 44(A) of the Code of Civil Procedure do not apply in foreign 'award' in Bangladesh." But it is noteworthy that he did not mention the judgment passed in terms of the award.

The new Arbitration Act, 2001 ("the 2001 Act") provides for direct enforcement of foreign arbitral awards as provided in the New York Convention. Chapter 10 of the 2001 Act relates to enforcement of foreign arbitral awards. Section 45 of the 2001 Act provides that notwithstanding anything contained in any other law for the time being in force, subject to section 46, a foreign arbitral award shall be treated as binding for all purposes on the persons as between

whom it was made, and may accordingly be relied on by any of those person by way of defence, set of or otherwise any legal proceedings in Bangladesh. Section 45 (1) (b) also provides that on the application made by a party to the award a foreign arbitral shall be enforced by execution by the Court under the Code of Civil Procedure, as if it were a decree of the Court. Under the 2001 Act the party seeking execution of a foreign arbitral award should file the following documents with the application:

- (a) the original award or a duly certified copy thereof, duly authenticated in the manner required by the law of the country in which it was made;
- (b) the original arbitration agreement or a duly certified copy thereof; and
- (c) evidence that the award is a foreign award.

It is to be noted that items (a) and (b) above are required under the New York Convention for the recognition and enforcement of an award. Thus item (c) is a requirement which is in addition to the requirements stipulated for in the New York Convention.

Section 46 of the 2001 Act provides for the grounds on which recognition and enforcement of an award

may be refused. These are exactly the same as those provided for in Article V of the New York Convention for the refusal of recognition and enforcement of a foreign arbitral award. Finally Section 47 of the 2001 Act provides that to fulfil the objects of Chapter 9, the Government may make notifications in the Official Gazette declaring a state as a specified state.

Conclusion

Someone familiar with modern national legislation on arbitration may not be able to go through the various provisions of the Arbitration Act, 1940 with ease because the Act belongs to a previous era, an era when the world wide "competition" to reform arbitration laws had not begun. The obvious reason for this competition is the increase of world trade, and consequently, of the conflict-potential in international transactions. Thus international commercial arbitration has changed from an "unpopular" to a matter attracting attention of national legislatures.

Senior Advocate, Supreme Court of Bangladesh
Former Member, ICC International Court of Arbitration
Member, and Panel Chairman, United Nations
Compensation Commission

*Note: This speaking note was prepared for
ESCAP meeting on 29 April, 2013, Bangkok*

“Mediation can reintroduce you to the part that’s been missing”

— Russell Simmons



Changing the Mindset- March towards ADR

Rafique Ul Huq

We deeply mourn the passing of Barrister Rafique Ul Huq on 24 October 2020. We pray to Allah that, He in His infinite magnanimity may grant his soul eternal peace and his family the strength to bear this loss. BIAC remembers with gratitude, Barrister Huq's support and contribution towards achieving its goals. He served as the Attorney General of Bangladesh in 1990. He worked with Bangladesh's first President Bangabandhu Sheikh Mujibur Rahman to draft laws, including the 1972 Nationalisation Order. He successfully challenged laws that had been passed to indemnify the murderers of Bangabandhu. Barrister Huq served as the counsel of the then Bangladesh Awami League President Sheikh Hasina when she was falsely implicated in corruption cases during the military backed regime in Bangladesh in 2006-08.

In modern days arbitration and mediation have become very popular. Historically, arbitration was successfully used by the ancient Greeks and the Vikings to solve interstate and intrastate conflicts. In the recent time, arbitration have started playing an important role in solving many international border disputes. Coming off its burdened past, arbitration has transformed into an essential dispute resolution mechanism out of court in Bangladesh. The object of arbitration is to obtain fair resolution of disputes by an impartial tribunal without unnecessary delay or expense. There is scope for making arbitration in our country more cost effective. Being a third-world country, affordability of parties varies in this part of the world.

We have passed the Arbitration Act in 2001 and repealed the Arbitration Act of 1940. Initially the Arbitration Act was drafted in line with Sri Lankan law but subsequently an amendment was made to incorporate section 7A to enable the Courts to pass interim order. This provision is very much in practice in Bangladesh. Further, the Code of Civil Procedure was amended in 2012 and section 89A was amended to make mediation compulsory. Changes have also been made in the Income Tax Ordinance, 1948, VAT Act, 1991 and Customs Act, 1969 to introduce mediation as Alternative Dispute Resolution. So the country is in the process of resolving commercial disputes through arbitration/mediation. In this regard the Bangladesh International Arbitration Centre has played a vital role. It has introduced the BIAC Arbitration Rules and BIAC Mediation Rules which are in line with the rules of other international institutions such as ICC Rules of Arbitration, Arbitration Rules of Singapore

International Arbitration Centre and American Arbitration Association. In fact, the BIAC Rules are made for expeditious, cost effective resolution of disputes in Bangladesh.

Credit must be given to the executive, legislative bodies of the state as well as to lawyers and institution like BIAC for making arbitration popular. BIAC holds regular events on arbitration. Such events are excellent opportunities for lawyers, arbitrators and other stakeholders to interact and share knowledge.

In my opinion, parties have now inclined towards arbitration to get a quicker remedy than the existing litigation system. Even the Courts are promoting Alternative Dispute Resolution in order to reduce backlog of cases. However, it is very important to take effective steps for speedy disposal of arbitrations. With the right approach, arbitrations in this country can be disposed of in an expeditious manner. For BIAC, I must sincerely congratulate our chairman Mr. Mahmudur Rahman.

One factor which can ensure quick disposal of arbitration matter is choosing the right seat of arbitration. Our Arbitration Act, 2001 and institution rules such as BIAC Arbitration Rules are well equipped to ensure expeditious disposal. Generally in case of execution of an arbitral award, it is easier for the national Courts enforce an award where the seat is in Bangladesh. This is because in such cases the Arbitration Act, 2001 is generally followed and execution of the award is also done under the same Arbitration Act, 2001. As such, it is

recommended that in cases where the business is located or being carried out in Bangladesh, the parties should opt for the seat of arbitration to be Bangladesh. If parties intend to settle their dispute as per a world class institution, they may choose the dispute to be resolved as per the BIAC Arbitration Rules for an effective dispute resolution mechanism.

BIAC is well equipped to cater the need of business entities. The institution also assists parties to hold

arbitration as per ad hoc Rules in the Centre. In fact, with the gradual increase of importance of arbitration in Bangladesh, BIAC has become a very popular institution. We all must try our best to maintain BIAC an arbitration centre of international standard.

Former Attorney General of Bangladesh,
Barrister-at-Law, Senior Advocate, Supreme Court of Bangladesh

“The courts of this country should not be the places where resolution of disputes begins. They should be the places where the disputes end after alternative methods of resolving disputes have been considered and tried.”

— *Sandra Day O'Connor*



Note on COVID-19 and sports disputes resolution

Dr. Khaled Hamid Chowdhury

Just as Covid-19 has impacted almost every sphere of our lives, sports is of no exception. Among thousands of cancelled or postponed events, the Tokyo Olympics, the mega global sports saga is scheduled to take place in July 2021, and yet the happening of this event is still far from certain. Sports not only bring people together without global divide, it has tremendous cultural, social and commercial value. Sports events thus attract plethora of legal issues, including contracts, torts, and human rights to mention a few. Hence a cancelled or postponed event will raise issues of interpretation of multi faceted contracts, a player or a team may refuse to participate due to fear of infection or if they participate and get infected, who would bear the cost? Those with tickets, holders of sponsorship, broadcasting rights, club seeking loss of revenue, all have been looking for a viable negotiated settlement in the light of this pandemic.

Most Civil legal systems would enable a party to be released from their contractual obligations which has become impossible to perform.¹ The common law approach to this issue has been two-fold. First, there is this development of the doctrine of frustration enabling a non – performing party to plead the same once an event arises, which makes performance of the contract impossible or radically different than what the parties originally contemplated and which does not arise as a result of breach by one of the parties. But according to this doctrine, the event has to be unforeseeable, i.e. not provided for by the parties in the contract itself. In Bangladesh, the situation is covered by section 56 of the Contract Act 1872. The other concept is that of *force majeure*, derived from civil law where parties expressly provide for eventualities to seek an excuse from the required contractual performance. Reference may be made to section 32 of our Contract Act and related cases for an analysis of the doctrine. Frustration has been a doctrine which is not lightly invoked as cases have shown; performance must actually have become impossible for a successful plea. Mere increase of cost or inconvenience or difficulty of performance

won't do. It is also quite obvious that existence of a well-defined *force majeure* clause will further narrow the scope of availability of frustration.

The Court of Arbitration for Sport (CAS), Sports' highest dispute resolution forum (subject to appeal to the Swiss Federal Court) decided in 2015² that the Moroccan Football authorities were not entitled to postpone the African Cup of Nations tournament due to concerns about the Ebola virus. Accordingly, Ebola was not a *force majeure* event because it did not make the organising of the tournament impossible; rather, it only made it difficult. How far this case could be followed in the Covid-19 situation can be doubted given the much more severe chance of infection due to Covid-19 through air or touch. In case of Ebola, expert evidence available at the time suggested that Ebola was transmitted by direct contact with organic liquids only. But CAS was appreciative of the legitimate concerns of Moroccan authorities and reduced the heavy financial penalty imposed on it by the Confederation of African Football.

Moreover, what amounts to *force majeure* may not only be a matter for the contract, it may also be a part of the standard rule of the concerned sporting body. More recently, in **Nikolay Bodyrov v Esteghlal**, the FIFA DRC³ considered the *force majeure* effect of Covid-19. FIFA, in April, 2020 issued the Covid-19 Football Regulatory Guidelines and relevant FAQ's in the light of the global suspension of football activity which affected all stakeholders adversely. It also suggested factors that FIFA Judicial bodies should take into account where clubs could not meet their financial obligations. In this case, a Bulgarian player and the Iranian club had a short term contract of employment entered into on 30 January to last until 31 May 2020 where the player was to receive EUR 25,000 per month with an additional EUR10, 000 to be paid to his agent. Iran imposed lockdown on 27 February, the player left the country on 6 March, and on 14 March the club announced suspension of training until further notice. The player made a demand for salaries based on relevant FIFA Regulations on the Status and

Transfer of Players (RSTP). At the time of the claim, 2 months' salaries were overdue plus the money to be paid to the agent. The club did not deny the claim, sought time to pay which could be allowed up to 15 days as per the regulations failing which, player could terminate the contract. The player insisted on being paid by 29 March without allowing the Club the extension and accordingly terminated the contract with the Club on 30 March. The Club then gave notice to the player of commencement of disciplinary action for leaving the country without permission on 6 March and the player on 21 May 2020 lodged a claim before the FIFA DRC. The Club contended that when the player had left, only 1 month's salary was due; that the player had terminated the contract when such contracts were suspended due to *force majeure* and that due to international sanctions on Iran, the player ought to have understood the banking system of Iran as delays in payments were inevitable.

The FIFA DRC held for the player except for agent's commission as it was not an employment related dispute and rejected the contentions of the Club. The decision observed that the FIFA did not declare that COVID-19 outbreak was a *force majeure* in any specific country or that any specific employment or transfer agreement was impacted by the concept of *force majeure*. It is for the party invoking it to establish

its existence under its applicable laws as well as its consequences taking account of all the relevant circumstances. Here the Club did not make any submissions or provide any documents seeking to prove *force majeure*. DRC also observed that FIFA guidelines applied when a party has attempted unilateral variation of contract, here the Club did not make any such attempt.

The decisions are mostly consistent, reiterating established legal principles. Disputes may have infinite variety. Sometimes, one needs to look at relevant ticketing, hospitality contracts to try and interpret *force majeure*. Finally, an event not cancelled but postponed until a later date due to pandemic may not amount to frustration but what happens when the match is rescheduled to be played behind closed doors depriving the season pass holders the live visual rights? The answers to many such questions would depend on variation and renegotiation of contracts and the most efficient way to do so would be an effective use of ADR mechanisms avoiding courts as much as possible.

Barrister-at-Law, FCI Arb,
Advocate Appellate Division, Supreme Court of Bangladesh
Head of Laws, LCLS South

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1. See for example Article 119 of the Swiss Code of Obligations
 2. CAS 2015/A/392.
 3. Dispute Resolution Chamber.

“In the middle of every difficulty lies opportunity.”

— Albert Einstein



Lockdown And Restricted Movement Under Covid-19: Where Lies The Opportunities Of Institutional Arbitration During The Pandemic?

Dr. Jamila A. Chowdhury

Introduction

As COVID-19 and associated lockdowns made arbitration with physical appearance restricted, and parties to an arbitration may not be able to meet at a particular venue, e.g. BIAC office at Dhaka or SIAC office at Singapore. What impact might it have, on holding institutional arbitration by different arbitration centers, such as BIAC, SIAC, HKIAC, CIETAC, DIAC or LCIA?

For instance, BIAC has mentioned a 'model arbitration clause' on their webpage. Interested parties may include this clause in their business contracts so that when disputes arise parties may directly come to BIAC for resolving such disputes— instead of investing much time to form a tailor-made ad-hoc arbitration for resolving the dispute. However, as stated in the model arbitration clause of BIAC:

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the Bangladesh International Arbitration Centre by one or more arbitrators appointed in accordance with the said Rules. Unless otherwise agreed by the parties, the laws of Bangladesh shall apply, and the seat of arbitration shall be Dhaka [emphasis added].

Does this mean that parties who are not able to come to BIAC office at Dhaka are not eligible to access institutional arbitration through BIAC? Is online arbitration a viable option during this COVID-19 pandemic? Or, should geographically dispersed parties now choose ad-hoc arbitration near to their locality instead? The purpose of this article is to answer many of these questions to puzzled practitioners or occupied executives who may not have sufficient time or skill to dig down all these issues.

The Notion of 'Seat' vs 'Venue': Perplexity on the Two Common Connotations

'Seat' of arbitration has a special meaning and remains an essential element in determining many

judicial issues regarding international commercial arbitration. Although the literal meaning of a 'seat' offers us a connotation of any geographic location where something is held, the 'seat theory' of international commercial arbitration has effectively delinked the 'geographic location' of a seat from its 'legal jurisdiction'. While geographic location usually means the 'venue' where an arbitration proceeding is held physically, 'legal jurisdiction' is the jurisdiction where arbitration is 'deemed to be held' even when arbitration proceedings are held at different 'venues' following the convenience of the parties. As physical movement is restricted under COVID-19, this 'deemed to be held' term is important to avoid the obscurity and make it unequivocal that, venue to hold arbitration proceedings and their enforcement need not be linked with any specific 'geographic location'.

A clear definition of the 'seat theory' can be understood from the European Convention on International Commercial Arbitration 1961. According to this Convention, the 'seat' of any particular arbitration agreement is: (a) one to which the parties has subjected their arbitration agreement; or without any indication thereon, (b) the country in which the award is to be made; and when none of (a) or (b) can be identified (c) under the competent law of the court seized to be a disputeⁱⁱ. Similar preference on party choice was observed by the Royal Court of Justice in London as follows:ⁱⁱⁱ

an agreement to arbitrate will normally have a closer and more real connection with the place where the parties have chosen to arbitrate than with the place of the law of the underlying contract in cases where the parties have deliberately chosen to arbitrate in one place disputes which have arisen under a contract governed by the law of another place.

From the instances mentioned above, it is evident that if disputing parties mention in their arbitration agreement any specific place as a 'seat' of

arbitration, that choice of the parties will get priority over every other alternative.

Arbitration Clause at BIAC and Its Underlying Meaning: Few Judicial Interpretations

In the BIAC arbitration clause, the seat of arbitration and applicable laws are specified explicitly. As BIAC mentioned Dhaka as a ‘seat’ of arbitration, the ‘deemed to be’ condition discussed above also applies here. In other words, parties may not need to come to Dhaka to conduct their arbitration through BIAC. This is because the BIAC arbitration clause has stated Dhaka as a ‘seat’ rather than a ‘venue’ of arbitration. As the ‘venue’ is not mentioned explicitly in the clause, parties locked down, under COVID-19 pandemic, outside Dhaka or even abroad have an opportunity to attend BIAC arbitration sessions held beyond Bangladesh.

Table 1: Response of Institutional Arbitration Worldwide during COVID-19

Arbitral Institution	Procedural change during COVID-19
LCIA, London^{iv}	Working remotely from 19 March 2020
ICC, Paris^v	Staff members are healthy and working remotely via mobile posts. All communications with the Secretariat of the ICC Court/ICC ADR Centre be conducted by email from 17 March 2020
SCC, Stockholm^{vi}	Together with Thomson Reuters, the SCC is making a version of SCC Platform available to all ad-hoc arbitrations globally – the Ad-Hoc Platform. The Ad-Hoc Platform is a secure digital platform for communications and file sharing between the parties and the tribunal.

Online Arbitration Initiatives at BIAC. Courtesy: Bangladesh International Arbitration Centre

In a related vein, as decided in an Indian Court, ‘seat theory’ holds even when parties may specifically mention a ‘venue’ of arbitration different from its ‘seat’ where an award is deemed to be made. In the *Union of India v Hardy Exploration and Production (India) Inc* case, it was held that mere inclusion of any

specific place as a ‘venue’ of arbitration might not be substantiated as a ‘seat’ of that arbitration, even when no seat is mentioned explicitly.^{vii} The courts must look at appended or attached factors to determine the seat of arbitration.^{viii}

For instance, Article 32.1 of the arbitration agreement between the parties mentioned:

This Contract shall be governed and interpreted in accordance with the laws of India.^{ix}

In Article 32.2 of the arbitration agreement, it was further mentioned that:

Nothing in this Contract shall entitle the Contractor to exercise the rights, privileges and powers conferred upon it by this Contract in a manner, which will contravene the laws of India.^x

It should be further noted that according to Article 33.12 of the arbitration agreement:

The venue of conciliation or arbitration proceedings pursuant to this Article unless the parties otherwise agree shall be Kuala Lumpur.^{xi}

Although the arbitrator of the dispute in *Union of India v Hardy Exploration* case held that the arbitration session at Kuala Lumpur and signed the arbitral award there, the learned judges observed:

The sittings at various places are relatable to the venue. It cannot be equated with the seat of arbitration or place of arbitration, which has a different connotation [truncated].^{xii}

The arbitration clause of BIAC categorically declared the use of Bangladeshi laws with a mandatory ‘shall’ provision. Hence, as long as parties adhere to this legal jurisdiction, any BIAC arbitration proceeding during COVID- 19 may be conducted outside Dhaka or even abroad. It would not affect the enforceability of BIAC arbitration awards in competent Bangladeshi courts. Similar was held by another Egyptian court.^{xiii}

Online Arbitration: A Viable Option Recommended during COVID-19

As indicated in Table 1 above, institutional arbitration around the globe has already started to digitalize many of their services to curb COVID-19 related health

hazards. However, as is implicit in the above analysis and further clarified by scholars, the necessity of online arbitration where different parties may get connected from other parts of the world, *the introduction, use, and integration of ICTs in arbitration must observe the mandatory regulation and legal requirements prevailing at the level of nation-States, whether at the seat of arbitration or the place(s) of recognition and enforcement that too does not affect the basic implication of the 'seat theory' of arbitration.*^{xiv} Thus, we may consider COVID-19 also conveys an opportunity to flourish the online arbitration practice, while putting

no limitation over institutional arbitration held physically at a specific venue.

Professor, Department of Law, University of Dhaka.

She holds a PhD in Dispute Resolution from the University of Sydney, Australia. She was awarded with a "Gold Medal" for securing 1st Class 1st in her LLB (Hons), DU; JDS-JICA Fellowship in 2002; a UNESCO Fellowship in 2005; Australia Day Award in 2009 by the National Council of Women of NSW, Australia; and UGC Award 2005 and 2012, UNICEF-UGC fellowship in 2019 for her tenacity and creative abilities in academic and research works.

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- i) Bangladesh International Arbitration Centre 'BIAC Arbitration Clause' (2020) <<https://www.biac.org.bd/mediation/biac-meditation-clause/>> accessed 1 December 2020.
 - ii) European Convention on International Commercial Arbitration 1961, art VI.2.
 - iii) C v D [2007] EWHC 1541.
 - iv) 'LCIA Services Update: COVID-19' (LCIA, 18 March 2020) <<https://www.lcia.org/lcia-services-update-covid-19.aspx>> accessed 02 December 2020.
 - v) 'Urgent COVID-19 Message to DRS Community' (ICC, 17 March 2020) <<https://iccwbo.org/media-wall/news-speeches/covid-19-urgent-communication-to-drs-users-arbitrators-and-other-neutrals/>> accessed 1 December 2020
 - vi) 'SCC Platform Made Available to Ad Hoc Arbitrations Globally' (Ad Hoc Platform, 23 April 2020) <<https://sccinstitute.com/about-the-scc/news/2020/scc-platform-made-available-to-ad-hoc-arbitrations-globally/>>
 - vii) India: Supreme Court Settles The "Seat" vs "Venue" Debate' (mondaq, 02 January 2019) <<https://www.mondaq.com/india/arbitration-dispute-resolution/767272/supreme-court-settles-the-seat-vs-venue-debate>> accessed 1 December 2020.
 - viii) Union of India v Hardy Exploration [2018] Unreported Civil Appeal (SC) 4628.
 - xi) Ibid para 25.
 - x) Ibid.
 - xi) Ibid para 26.
 - xii) Ibid para 32. See more, Reliance Industries Limited and another v. Union of India and Others [2015] Unreported Civil Appeal (SC) 11396.
 - xiii) 'Seat v Venue of Arbitration Demystified' (Shahid Law Firm, 20 September 2016). <<http://shahidlaw.com/2016/09/20/seat-vs-venue-of-arbitration-demystified/>> accessed 2 December 2020. See more, Egyptian Arbitration Law 1994, Article 28.
 - xiv) Mohamed S Abdel Wahab and Ethan Katsh, 'Revolutionizing Technologies and the Use of Technology' in Maud Piers and Christian Aschauer (eds) Arbitration in the Digital Age: The Brave New World of Arbitration (Cambridge University Press 2018) 27, 43.



The Singapore Convention on Mediation

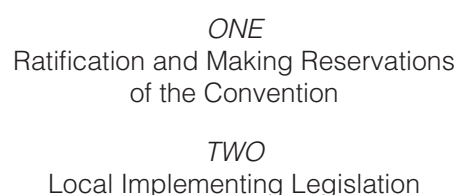
JLN Murthy

In 2019, India was among the first group of signatories to the United Nations Convention on International Settlement Agreements, popularly known as 'Singapore Mediation Convention' (SMC). The Singapore Convention also helps the various states and countries to come together on one single platform having their forum of settlement placed at any location in any country. The Singapore Convention is a mechanism which has been adopted by the United Nations Commission on International Trade Law (UNCITRAL). The amendment on the mediation process has given up the concept of conciliation and given birth to the Model Law. India had one of the largest delegations at Singapore to witness the signing of the Singapore Convention. While it has provided the International Commercial Settlements resulting from Mediation the convention also raised certain questions. On 26th June 2018 the UNCITRAL has adopted the same convention without changing the draft which was approved by the General Assembly on 20th December, 2018. This article deals with various aspects of the Singapore Convention on Mediation and it also deals with the important aspects for the purposes of mediation as a mechanism for dispute settlement process. It also discusses on the aspect where the parties to the dispute to settle the matter among themselves having a Mediator among themselves who will assist and help them to conclude upon the dispute. The articles of the Singapore Convention will be applicable to an agreement which results in the mediation and that it is concluded in writing by parties to resolve a commercial dispute. The convention specifically provides for the important aspects wherein it elucidates the important clauses to be included as like parallel applications or claims, grounds for refusing to grant relief, requirements for reliance on settlement agreements, etc.

The Need for Enactment: The Singapore Convention on Mediation is a way forward and that it is completely different when compared to the official and formal methods of resolving the disputes. The methods of arbitration and or court litigation are very much necessary, at the same time people shall suffer from

the time which the court litigation takes to resolve the disputes. The Singapore Convention fulfills¹ the United Nations Convention on International Settlement Agreements Resulting from the Mediation. This was approved by the United Nations General Assembly on 20 December 2018. It is open for the new legislations passed in terms of the Model Law and there will be amendments considered for the Section 89 of the Code of Civil Procedure, 1908 and the introduction of a chapter in Arbitration and Conciliation Act, 1996. The Singapore Mediation Convention will be helpful for promotion of reforms available for Mediation both domestically and internationally.

General Principles of the Convention and a Perspective on Singapore Mediation Convention: The convention also provides that if a dispute is resolved in such a case in accordance with the conditions and rules of this convention the party may be allowed to prove that the matter is already resolved, i.e., such a party may be given opportunity to prove that it has been already decided. It is to see the effective operation of the Singapore Convention² after its coming into force. There is now a need for adopting and developing a platform which will be consensus for the self-regulation and independent enactment which emphasises more on the Mediation Proceedings to ensure conduct of proceedings with smooth and easy settlement of disputes.



How the Singapore Mediation Convention will be helpful for the states to promote mediation can be understood from the above graphic representations. The Convention provides for the general principles and it clarifies the fact that the parties to the dispute shall enforce the agreements in accordance with the rules and regulations and conditions laid down in the convention. Under the Convention, it provides to

which class of disputes it applies and also it states that it doesn't apply to the following:

This Convention does not apply to settlement agreements³:

2. *"(a) Concluded to resolve a dispute arising from transactions engaged in by one of the parties (a consumer) for personal, family or household purposes;*

(b) Relating to family, inheritance or employment law."

"3. This Convention does not apply to⁴:

(a) Settlement agreements:

(i) That have been approved by a court or concluded in the course of proceedings before a court; and

(ii) That is enforceable as a judgment in the State of that court;

(b) Settlement agreements that have been recorded and are enforceable as an arbitral award."

By the above-mentioned articles, it is very clear on the point that the application of the Convention has mentioned that the openings are wide but they are limited when they are compared and discussed under the heads of settlement agreements. In the Convention it excluded the settlement agreements and it meant that reasons that have been recorded as the arbitral award and the reason of limitation. The aspect of limitation may be taken into consideration under the Hague Convention on Choice of Court Agreements⁵ and the New York Convention which speak about the enforcement of foreign awards under them. The fine line which differentiates the concepts lies here, where for instance, a judge or an arbitrator is involved in any case it will not exclude the scope of the 'settlement agreements' of that nature under the Singapore Convention to try those matters.⁶

Mediation Convention and Settlement Agreements: The Singapore Convention on Mediation which excludes the settlement agreements provides for the

defences and as well as grounds for refusing the grant of relief. The Convention under the Article 5 provides the competent authority and the party to Convention under which the relief may be sought in accordance with the Article 4 of the Convention. According to the Convention the definition of Mediation is as follows:

3. "Mediation" means a process, irrespective of the expression used or the basis upon which the process is carried out, whereby parties attempt to reach an amicable settlement of their dispute with the assistance of a third person or persons ("the mediator") lacking the authority to impose a solution upon the parties to the dispute. The Singapore Convention lays the base and foundations for the development of the Mediation Platforms all around the world and in matters relating to the applicability to the Government entities, it is based on the Working group considerations they have taken a view that there cannot be any declarations which will restrict the methods for solving of disputes for the public or the Government functioning mechanism, because they also involve in many commercial activities.

Conclusion: So, the model of the Singapore Mediation Convention having adopted the means for easy and best mode of settlement, it is important for us to note that the Convention is also adopted by the UNCITRAL models. The operation of the Convention will be helpful for having the means and consistent standards on the cross-border settlement process. The Convention helps the individuals to know the importance of mediation and it opens up various other platforms and as well as new mechanisms for operations to settle the matters which involve less legal issues. The issue of the competent authority under the Convention is very much dealt with and is a topic which is argued on these sides, though there is very much clarity upon the same under the Article 5 of the Convention. We have to wait and see and decide on the adaptability of the Convention and its usage in India and cross borders.

Secretary & in Charge,
International Centre for Alternative
Dispute Resolution (ICADR) Regional Centre,
Hyderabad, Telangana, India

1. Ashish Kabra and Alipak Banerjee, *Singapore Convention on Mediation*, Date: 09.08.2019, <https://www.financialexpress.com/opinion/singapore-convention-mediation-is-the-way-forward/1670609/>
2. Eunice, *The Singapore Convention on Mediation, A Brighter Future for ADR*, *Asian Journal of International Law*, Vol. 9 (2019), pp. 195-205
3. *United Nations Convention on International Settlement Agreements Resulting in Mediation*, Art. 1 (2)
4. *United Nations Convention on International Settlement Agreements Resulting in Mediation*, Art. 1 (3)
5. Eunice, *The Singapore Convention on Mediation, A Brighter Future for ADR*, *Asian Journal of International Law*, Vol. 9 (2019), pp. 195-205
6. *Report of Working Group II (Dispute Settlement) on the Work of its Sixty Fourth Session, UNCITRAL, UN Doc. A/CN. 9/867 (2016), para 94.*



The Need for Dispositive Motions in Arbitral Proceedings

Md. Monzur Rabbi

In situations, things may be quite straightforward, at least the parties in an arbitral proceeding may believe such. As a result, parties to arbitration, at times, consider the goodness of the decision of continuing with the proceedings in full. Rather, they look for a summary proceeding whether the apparent and undisputed questions of laws or facts or even sometimes mixed questions of law & facts may get resolved quickly. Dispositive motions come into the scene with this paradigm. In short, a dispositive motion is brought before an arbitral tribunal whenever one of the parties decides to proceed for a summary award of the arbitration requesting the tribunal to assess the strength of the contentions of its side.¹ It has similarities to the summary judgment proceedings of the civil courts, however, there may be some areas to develop in respect of the application of the test applicable in arbitral proceedings, if at all. However, there is no denial that dispositive motions are becoming increasingly common in arbitrations, specially, in a more complex one.

Dispositive motions are prayers for summary proceedings of the arbitration. In case a dispositive motion is granted by the arbitral tribunal, the opportunity of the parties to be heard of the subject matter of the motion is compromised. The subject matter of the dispositive motion may be a legal issue, or a factual one or even the merit of the arbitration. Dispositive motions, if granted, lead the arbitrator to decide on the issue on the basis of no hearing or a short hearing.² Though it is a settled principle even in arbitration that each party has a right to be heard and should be given a fair opportunity to present its case³, a summary proceeding before an arbitral tribunal

granted on the basis of a dispositive motion cannot really be considered as a denial of this right of fair hearing. The right to be heard does not necessarily mean the right to a complete hearing before the court, even the opportunity of a summary hearing on an issue may fulfill the requirement of the right to be heard.

In case of both institutionalised or ad-hoc arbitrations, the rule administering the arbitration may contain provision regarding dispositive motions.⁴ In case the rules according to which the arbitration is administered contains a provision regarding the time frame of a motion for disposition, that time frame will be followed. The rule may even contain instructions regarding the dispositive motion. In case the rule does not contain any such provision, general instructions regarding dispositive motion including a deadline may be set by the tribunal during the preliminary hearing. In the procedural order containing instructions regarding dispositive motions, the arbitrators may think of setting an early deadline for filing this motion so that the final merit hearing of the arbitration does not get delayed. However, it is an ongoing trend that the parties to an arbitral agreement frequently include more flexible arbitration clauses in an effort to obtain a cheaper, more expeditious form of dispute resolution than resort to the courtroom.⁵ In such situations, parties even tend to include more detail provisions in the arbitral agreements regarding the dispositive motions.

Barrister-at-Law, Advocate, Supreme Court of Bangladesh
Head of Chambers, Rahman & Rabbi Legal
Fulbright Fellow, International Arbitration, Miami, USA

1. See, James Lyons, *Arbitration: The Slower, More Expensive Alternative?* Am. Law., Jan.-Feb. 1985, at 107; see also Thomas Stipanowich, *Rethinking American Arbitration*, 63 Ind. L. J. 425, 452-76 (1988) (observing that many surveyed respondents disagreed that arbitration was faster and cheaper than litigation).
2. See, D. Brian King and Jeffery P. Commission, *Summary Judgment in International Arbitration: The "Nay" Case*, ABA International Law Spring 2010 Meeting, at 1 (Spring 2010)
3. American Arbitration Association (AAA) Commercial Arbitration Rules, Rule 30
4. For example, See, CAFTA-DR, Article 10.20 ("Without prejudice to a tribunal's authority to address other objections as a preliminary question, a tribunal shall address and decide as a preliminary question any objection by the respondent that, as a matter of law, a claim submitted is not a claim for which an award in favor of the claimant may be made under Article 10.26."), available at: <http://www.ustr.gov/trade-agreements/free-trade-agreements/cafta-dr-dominican-republic-central-america-fta/final-text>. See also, U.S. Model Bilateral Investment Treaty, Article 28 (contains identical language than CAFTA Article 10.20), available at: <http://www.state.gov/e/eeb/ifd/bit/index.htm>
5. See Generally, Alfred G. Ferris and Biddle W. Lee, *The Use of Dispositive Motions in Arbitration*, 62 Disp. Resol. J. 17, 24 (1 August 2007)

Experts in a virtual webinar organised by BIAC and ICADR, India prefer mediation as a tool of commercial dispute resolution

17 September 2020

A webinar held on virtual platform on 17 September 2020 on “Mediation before Arbitration or Litigation?” was organised jointly by BIAC, and International Centre for Alternative Dispute Resolution (ICADR), India, an autonomous organisation under the aegis of the Supreme Court of India. Participating in the webinar experts stressed on the advantages of Mediation over Arbitration and Litigation as a dispute resolution tool. The webinar focused on how Mediation at this difficult time can help resolve commercial disputes in the most pragmatic, expeditious and cost effective manner and why Mediation should be preferred as a dispute resolution tool before resorting to a lengthy Arbitration procedure or a judicial process given the colossal backlog of pending cases in the courts of Bangladesh and India.



Mr. Abdul Mueyed Chowdhury, former Adviser to the Government of Bangladesh and an Accredited Mediator spoke on the occasion and emphasised promotion of mediation as a dispute resolution mechanism both in Bangladesh and India as Bangladesh has the maximum volume of trade relationship with India. He articulated advantages of mediation over arbitration and formal court procedure and opined that unless a party is absolutely adamant, it is possible to resolve any business dispute through mediation.



Addressing the webinar Chairman of BIAC Mr. Mahbubur Rahman stressed the need of resorting to mediation as the most successful tool of ADR to handle commercial disputes and arrive at amicable settlements by the disputant parties in a minimum span of time. He reiterated that BIAC will continue to work for institutionalising ADR mechanism in Bangladesh and the region.

The webinar was moderated by Professor Dr. Farhana Helal Mehtab, Head of the Department of Law and Associate Dean of the Faculty of Humanities



and Social Science, Daffodil International University, Dhaka, who in course of the discussion preferred Mediation to Arbitration and Litigation with a view to arriving at a consensual settlement of dispute.



Mr. Shams Mahmud, President, Dhaka Chamber of Commerce & Industry and Managing Director, Shasha Denim Ltd. & Shasha Garments Ltd. spoke on the occasion and maintained that mediation can help the garments and textile sectors as well as the SMEs to a great extent in settling business disputes and expressed willingness to work with BIAC to mitigate disputes between parties arising out of contracts.



Mr. J L N Murthy, Regional Centre in Charge and Secretary, International Centre for Alternative Dispute Resolution (ICADR), India and Member, Governing Council, ICADR narrated his Indian experience of mediation and ongoing legislative reforms with a view to creating a firm platform of mediation. He said that mediation in India is now becoming part and parcel of the judiciary.



Ms. Rizwana Yusuf, Barrister-at-Law, Advocate, Supreme Court of Bangladesh and Associate, Dr. M. Zahir & Associates, Dhaka viewed the issue from a lawyer's perspective and shared her experience of resolving scores of business disputes during the COVID-19 period which remained unresolved for 5 to 7 years. She said that mediation is the only pragmatic method for quick and least expensive resolution of business disputes.



Ms. Kiran Bhardwaj, Advocate-on-Record & Mediator, Supreme Court of India and Member, Governing Council, ICADR opined that mediation being the most flexible method of business dispute resolution must be adhered to before resorting to the

rigid procedure of arbitration and the time consuming, structured judicial proceedings.



Ms. Christabel Randolph, Director, Legal & Corporate Affairs, Marico Bangladesh Ltd. gave an insight on the methodical and less expensive procedure of mediation which can play a vital role in resolving disputes before opting for arbitration or adjudication. She insisted on arranging more awareness campaigns by BIAC with a view to motivating stakeholders to use mediation at the first instance to solve disputes between the parties.



Dr. Deepak Jindal, Advocate, Punjab and Haryana High Court, India and Member, Governing Council, ICADR took part in the discussion and opined that law involves adjudication and arbitration which is also a kind of expert proceedings, but mediation takes place between the parties

through a third party facilitator which reduces use of unnecessary time. He said that mediation is the most effective match between the parties to resolve issues in commercial contracts.



In his welcome address CEO of BIAC Mr. Muhammad A. (Rumeen) Ali said that BIAC has mediation and other methods of ADR in their agenda and he emphasised further cooperation with Indian ADR institutions to help resolve commercial disputes through mediation. He urged upon business leaders, lawyers, mediators and exponents of ADR to come forward and join BIAC's efforts in quick and cost effective dispensation of business disputes for the greater interest of the country.

Mr. L. Vengkateswar Rao, Additional Judge of the Odisha High Court, India and Mr. M A Akmal Hossain Azad, Director, BIAC also participated in the webinar.

“The only difference between stumbling blocks and steeping stones is in the way in which we use them.”

— *Adriana Doyle*

Application of ADR mechanism can help resolve disputes in Real Estate and Construction Sectors, experts opine in a webinar organised by BIAC and SIAC

21 October 2020

A webinar was held on 21 October 2020 on “Challenges of Application of Institutional ADR in Real Estate and Construction Disputes in Bangladesh”. It was organised jointly by BIAC and its partner organisation Singapore International Arbitration Centre (SIAC).

Participating in the webinar experts stressed on the advantages of Alternative Dispute Resolution (ADR) as a dispute resolution tool in the real estate and construction sectors in Bangladesh. The webinar focussed on how ADR methods can, at this difficult time in the wake of COVID-19 can help resolve commercial disputes in these development sectors in the most pragmatic, expeditious and cost effective manner.



Addressing the webinar Chief Executive Officer of BIAC Mr. Muhammad A. (Rumee) Ali stressed on the need of facilitating neutral process of dispute resolution and opined that COVID-19 has pointed out the significance of availing institutional ADR. He said that owing to absence of any dispute resolution clause in real estate and construction contracts, parties cannot reach a settlement unless all stakeholders cooperate with one another. He said that costs multiply if disputes cannot be resolved early.



In her Welcome Address, Lim Seok Hui, Chief Executive Officer of Singapore International Arbitration Centre (SIAC) said that international arbitration is order of the day to resolve cross border disputes in real estate and construction sectors. In the most neutral, efficient and cost effective manner even during the ongoing crisis of COVID-19, institutional arbitration can take lead over all other tools of dispute resolution, she opined.

Mr. F R Khan, Managing Director, Building technology & ideas ltd spoke on the occasion and emphasised adhering to ADR tools like negotiation, mediation and arbitration before going to court for



resolving disputes in real estate entities. In the power sector, he said that SIAC is a seat of arbitration and we can use BIAC also as a seat for international arbitration.



The webinar was moderated by Mr. Ali Asif Khan, Barrister-at-Law Advocate, Bangladesh Supreme Court and Partner of Hossain & Khan Associates.



Mr. Tejas Karia, Member, SIAC Court of Arbitration and Partner & Head of Arbitration of Shardul Amarchand Mangaldas & Co. spoke on the occasion and maintained that parties from different jurisdictions do not tend to submit before courts of each other, so ADR is the alternative to resolve development sector disputes.



Taking part in the discussion Mr. Anis A. Khan, Vice President, Metropolitan Chamber of Commerce & Industry, Dhaka who is a former Chairman of the Association of Bankers Bangladesh narrated his experience as a banker to accommodate parties in contracts in real estate and construction sectors. He said that unregistered tripartite agreement leads to disputes.



Ms. Shwetha Bidhuri, Head (South Asia) of SIAC viewed the issue from the Indian perspective and gave an insight on institutional ADR in real estate and construction sectors. She opined that multiple parties' interests can be addressed by drafting an appropriate contract, which is possible by an institutional framework and can provide resolution of disputes in a cheaper manner.

Taking part in the deliberations Ms. Narita Navin Khan, Barrister-at-Law, Divisional Head, Corporate & Finance Division, Rahman's Chambers, Dhaka explained provisions of ADR in Bangladesh laws and



maintained that ignorance of law prompt parties to move to a lengthy court procedure at the first instance. She referred to BIAC's Panel of Arbitrators and requested inclusion of engineers and experts from other development sectors in the Panel for handling of arbitrations at BIAC on a wider range.



Speaking on the occasion Mr. Piyush Prasad, Counsel of SIAC gave an overview of SIAC's Rules of international arbitration with details of SIAC's priorities and shared his experience of working from Singapore on international arbitration.



Ms. Mahbuba Rahman Runa, General Manager of BIAC took part in the discussion and said that provision of pre-trial mediation between the parties by the Real Estate & Housing Association of Bangladesh (REHAB) is not pragmatic and she insisted on Institutional ADR. She shared her experience of attending programmes by Asian International Arbitration Centre (AIAC), Kuala Lumpur. She mentioned that BIAC has signed an agreement to work together with Kunming International Commercial Arbitration Service Center (KICASC), China for promotion of ADR.

“There are two ways of meeting difficulties: you alter the difficulties or you alter yourself meeting them.”

— *Phyllis Bottom*

ADR most preferred way to resolve LC related international trade disputes, experts tell virtual webinar hosted by BIAC and DCCI

14 November 2020

A webinar held on 14 November 2020 on “Settlement of Letters of Credit Related International Trade Disputes through ADR” was organised jointly by BIAC, the first registered Alternative Dispute Resolution (ADR) institution of Bangladesh and Dhaka Chamber of Commerce & Industry (DCCI).

Participating in the webinar experts stressed specifically on the issues and challenges of resolution of international trade disputes arising out of Letters of Credit (LC) through use of ADR methods in Bangladesh, especially in the wake of the spread of COVID-19 pandemic worldwide, which has created an unprecedented challenge in our economic life.



President of DCCI Mr. Shams Mahmud and Managing Director, Shasha Denim Ltd. & Shasha Garments Ltd. in his Welcome Address maintained that to mitigate risk profile of businesses institutional ADR processes including arbitration and mediation can be of immense help especially in LC related international trade disputes. He emphasised the importance of Letters of Credit in businesses in developing national trade competency. He lauded BIAC's role as a trend setter and pioneer in bringing businesses, banks, ADR facilitators and the Government agencies together in order to institutionalise best practices of ADR in Bangladesh.



In his Closing Address Chief Executive Officer BIAC Mr. Muhammad A. (Rumee) Ali emphasised further cooperation with DCCI to help resolve commercial disputes in both domestic and international trade. He urged upon business leaders, lawyers, mediators and exponents of ADR to come forward and join BIAC's efforts in quick and cost effective dispensation of business disputes for the greater interest of the country.

Business leaders, experts from the legal fraternity, corporate houses, academicians, Arbitrators, Mediators and ADR specialists of high eminence from home and abroad participated in the largely



attended webinar through Zoom transmission. The webinar was moderated by Mr. Shafayat Ullah, Barrister-at-Law, Head of Group Legal Affairs, Mutual Trust Bank Ltd.



Mr. Vincent O'Brien, Director, International Chamber of Commerce-UAE and Member, Executive Board, ICC Banking Commission, Paris joined the webinar as a Panellist. He said that Bangladesh has the highest level of practicing ICC Rules in settling LC related international cross border trade disputes. He opined that to businesses 'time is money' and to save both time and money ADR can be the best practice to resolve such disputes.



Taking part in the discussion Mr. Md. Ahsan-uz Zaman, Managing Director & CEO, Midland Bank Limited narrated his experience of a banker and emphasised incorporation of ADR clause in both local and international LC. He stressed on the need of creating awareness about ADR and favoured new guidelines for resolution of cross border trade disputes in order to do away with discrepancies in LC.



Mr. Sameer Sattar, Barrister-at-Law, Advocate, Supreme Court of Bangladesh and Former Director, DCCI viewed the issue from a lawyer's perspective and shared his experience. He maintained that Letters of Credit are a strict area of interference and discrepancies in LC can be prevented by appropriate draft, not diluting the same with providing an ADR clause therein which can be part of commercial contracts between the parties.



Taking part in the deliberations Mr. Khaled Aziz, Managing Director & Chief Operating Officer, Standard Chartered Bank opined that BIAC can play an important role through its established Rules to help resolve disputes arising out of LC, in addition to the processes followed by various forums

in Singapore, Paris and London. He emphasised provision of rational conditions in LC.



Speaking on the occasion Mr. M S Siddiqui, Convenor, DCCI Special Committee on SDG Affairs-2020 gave an insight on existing discrepancies in LC and insisted that there are issues and departures from conditions of commercial contracts which are not suitable to be resolved by the judicial process at the first instance. He advised that ADR can be a way forward to resolve such disputes.

Mr. Shahedul Azam, Barrister-at-Law, Advocate, Supreme Court of Bangladesh and Member, DCCI took part in the discussion and underscored the



need of adequate and proper drafting of an ADR clause in additional contract outside of the LC which can help prevent trade disputes. He maintained that arbitration is not the only solution to resolve LC related disputes.



Ms. Rubaiya Ehsan Karishma, Counsel, BIAC in her deliberations, shared her experience of handling LC related disputes from inside BIAC and said that contracting parties tend to lodge complaints to BIAC citing discrepancies in their documents and seek BIAC's assistance. She preferred having a smaller platform than the courts to help parties insert ADR clause in their contracts.

“There are two ways of meeting difficulties: you alter the difficulties or you alter yourself meeting them.”

— *Phyllis Bottome*

Government officials emphasise creating faster access to justice through Alternative Dispute Resolution methods

5 December 2020

A webinar was held on virtual platform on 5 December 2020 on 'ADR Can Create Faster Access to Justice' was jointly organised by Bangladesh International Arbitration Centre (BIAC) and Legislative and Parliamentary Affairs Division (LPAD) of the Ministry of Law, Justice and Parliamentary Affairs, Government of Bangladesh.

Participating in the webinar experts, mostly from the Government sector stressed the need of lessening the burden of our judiciary from the huge backlog of cases, which is already overloaded with nearly 3.8 million case dockets. Speakers also suggested expansion of the role of Alternative Dispute Resolution (ADR), especially in view of availability of only one judge for around 2,000 pending cases.



Speaking at the webinar as a Panellist Speaker Mr. Md. Sirazul Islam, Executive Chairman of Bangladesh Investment Development Authority (BIDA) stressed on the need of institutional ADR for expeditious disposal of commercial disputes. He pointed out a few limitations of the Arbitration Act 2001 and said that the purpose of the existing law to save time and money in arbitration proceedings is yet to be achieved. He also opined that instead of civil courts there should be a separate authority to execute arbitral awards.



Secretary, Legislative and Parliamentary Affairs Division (LPAD) Mr. Md. Moinul Kabir in his Welcome Address said that the Government's initiatives for inserting provisions of ADR in different legislations of Bangladesh have created a vast opportunity of access to justice for all. Invariably, ADR has a very significant role towards the enhancement of access to justice avoiding all kinds of procedural and other complexities, the Secretary maintained.

In his Closing Address Chairman of the BIAC Board Mr. Mahbubur Rahman said that BIAC, as the only licenced ADR centre of Bangladesh, has arbitration, mediation and other methods of ADR in their agenda.



He stressed on 'Ensuring Access to Justice for All' as a target to be achieved nationally under the 'Sustainable Development Goals' set by the United Nations General Assembly. Mahbub opined that justice seekers tussle with some economic, social and institutional barriers in accessing formal judicial system. He emphasised extensive practice of ADR which can create faster access to justice integrating its methods including arbitration and mediation with the existing judicial system.

An expert Panel of Speakers comprising high Government officials and representatives from the legal fraternity addressed issues and impacts of the challenges of access to justice and ADR's role to accelerate judicial process in the country. Government and corporate officials, lawyers, academicians, ADR experts, bankers and business leaders of high eminence participated in the largely attended webinar through Zoom transmission.



Mr. M A Akmal Hossain Azad, Director, BIAC moderated the webinar. In course of discussion he opined that for improving access to justice, awareness building regarding ADR is imperative. Azad also insisted on accountability for lawyers and improved case management at courts.



Mr. Fowzul Azim, Chief Research Officer, Law Commission Bangladesh took part in the discussion as a Panellist and underscored the need of court based ADR for faster access to justice. He opined in favour of change in attitude of the stakeholders.



Taking part in the discussion Mr. Kazi Arifuzzaman, Joint Secretary, LPAD gave an insight on existing civil court procedures which cause delay and incur much cost in settling disputes. He categorised that in the present context ADR is the only way to overcome such situation.



Mr. Saqeb Mahbub, Barrister-at-Law, Partner, Mahbub & Company viewed the issue from a lawyer's perspective and opined that both ADR and access to justice have similar aims. He opined that ADR can bring adversaries closer and make a quicker exit compared to the court proceedings.



Taking part in the deliberations Most. Jannatul Ferdoush, Deputy Secretary, LPAD maintained that rule of law and access to justice are the need of the hour for stability and sustainability in the judicial infrastructure of the country.



Speaking on the occasion Mr. Md. Asaduzzaman Nur, Deputy Secretary, LPAD gave an account of ADR provisions in different financial laws and argued in favour of using ADR norms to resolve business disputes.



Mr. G M Atiqur Rahman Zamaly, Deputy Secretary, LPAD in his deliberations focussed on provisions of international arbitration through institutions like UNCITRAL, ICC and the Permanent Court of Arbitration. He said that BIAC is an outstanding example of successfully dealing with international arbitration in the region.



Speaking at the webinar Mr. Mohammad Abdul Halim, Deputy Secretary, LPAD narrated recent ADR provisions incorporated in a number of laws and insisted on overcoming procedural limitations for quick dispensation of justice.



CEO of BIAC Mr. Muhammad A. (Rumee) Ali also attended the webinar.

“I feel very strongly that you can't just beat people up anymore; you have to work hand in hand and find ways to compromise, and get big business involved, because it won't happen otherwise.”

— *Ted Danson*

BIAC Pictorial Diary



BIAC's 8th Anniversary
Pan Pacific Sonargaon Hotel, Dhaka
31 August 2019

31st BIAC Board Meeting
BIAC Secretariat
4 March 2020



BIAC Secretariat relocated
Unique Heights, 117 Kazi
Nazrul Islam Avenue, Dhaka
10 October 2019

32nd BIAC Board Meeting
Online
21 December 2020





General Manager of BIAC Speaks
BRICS Sub forum in Kunming, China
3 September, 2019

Five day long certificate
training course on Mediation
BIAC- THAC ADR-ODR
International London
Bangkok, Thailand
20 September 2019



Training on Introduction to
International Arbitration
BIAC and CI Arb, Singapore
5-6 November 2019

Bangladesh Bar Council Secretary
BIAC Secretariat
6 November 2019





Day long training course on
Arbitration and Mediation
BIAC Secretariat
25 January 2020

3 day long certificate training
on Credit Risk Management
BIAC- Bridge Policy Think
Tank, India
Gujarat National Law University
8 February 2020



Mr. Muhammad A. (Rumee) Ali
CEO, BIAC with University
Grants Commission (UGC)
Chairman Dr. Kazi Shahidullah
UGC Office
11 February 2020

Seminar on ADR: An Additional
Way to Practice Law
BIAC Secretariat
20 February 2020





Two day long training on
Negotiation and Mediation
BIAC Secretariat
26-27 February 2020

Former Judge of the Supreme
Court of Bangladesh Justice
Mohammad Abdur Rashid
BIAC Secretariat
8 March 2020



HSBC and BIAC Teams
Exchange Views
BIAC Secretariat
11 March 2020

Webinar on "Problems in Trade
and Supply Chain"
29 June 2020





Webinar on “Application of Force Majeure Clause: Should COVID-19 Be Included?”
27 July 2020

Webinar on: Risk Management during COVID-19: How an Alternative Dispute Resolution Clause can strengthen and protect Banks and the RMG Sector?”
13 August 2020



Webinar on “Ad hoc vs Institutional ADR”
31 August 2020

First ever BIAC Inter University Arbitration Contest 2020 Online
12, 19 September & 17 October 2020



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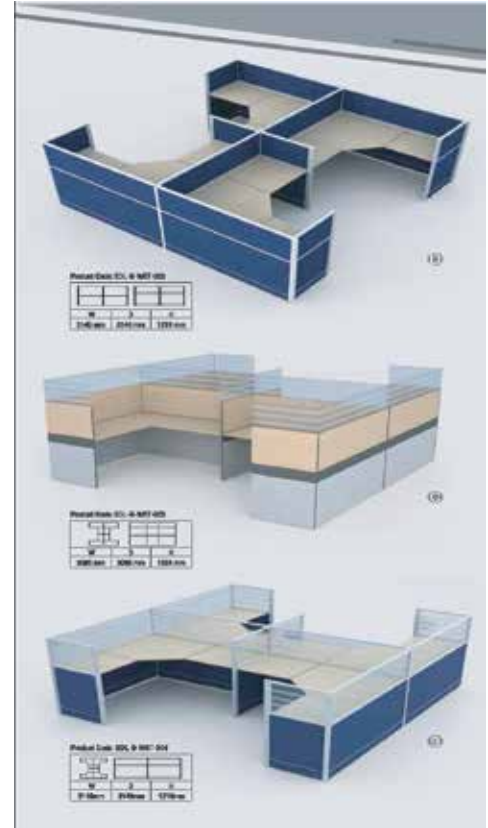


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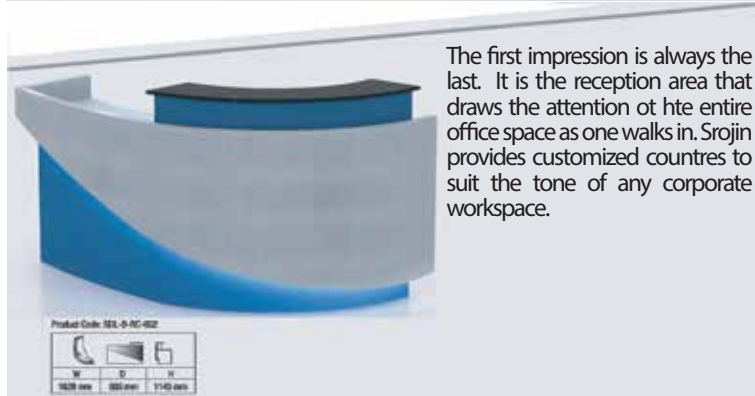
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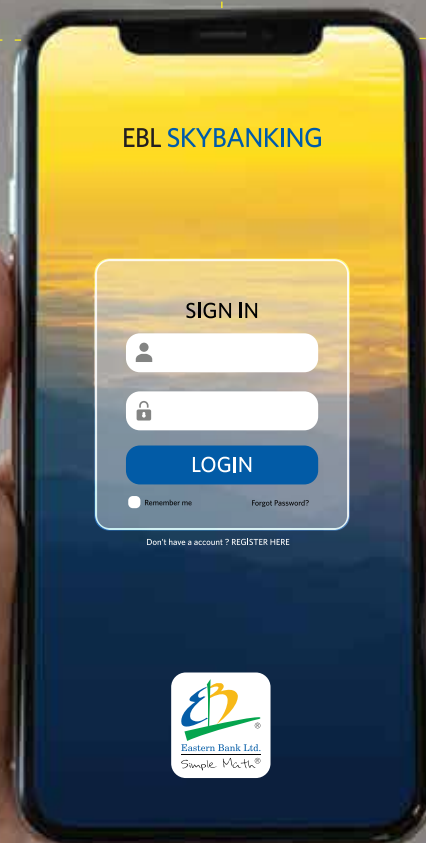
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METROPOLITAN CHAMBER OF COMMERCE AND INDUSTRY, DAHKA: ONE HUNDRED AND SIXTEEN YEARS OF SERVICE

ONE HUNDRED AND SIXTEEN YEARS is not a very long span of time in history. Indeed, history abounds with instances of institutions which survived and flourished for longer periods. Yet, a trade organization which could weather many vicissitudes for as long a period as 116 years has learned many lessons that can be of significance not only to the trade and industry but to a wider public. Metropolitan Chamber of Commerce and Industry, Dhaka is fortunate to be such an organization.

Founded in 1904, at a crucial turning of the century, soon after the introduction of electric power in the subcontinent in 1899, the Chamber's existence coincided with two epoch-making events – creation of a Department of Trade and Industry headed by a Member of the Viceroy's Executive Council for the first time in 1904 which gave a new spurt of industrial growth by the resident British entrepreneurs, and the partition of Bengal by Lord Curzon in 1905 which gave rise to activities by the local entrepreneurial class in the wake of the boycott of British made goods. It witnessed events like two world wars in 1914 and 1939, the devastating famine in 1943, the struggle for independence in 1947 and then the great liberation in 1971. There are a very few trade organizations in this subcontinent which can be compared with it in terms of either longevity or effectiveness. Its services and business expertise are of the level available in trade bodies in the developed countries of the world.

MCCI extends its heartiest congratulations to BIAC for completing nine glorious years of success. We wish you all the success for many years to come and hope to continue cooperation with you in future.



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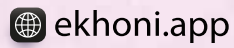
to

Bangladesh International Arbitration Centre (BIAC)
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হতে পারেন আপনি একজন নারী। সমাজ উন্নয়নে আপনিও অংশ নিতে চান। আমরা জানি, দেশের অর্থনীতির গতিকে বাড়াতে আপনার এই স্বপ্ন হবে সত্যি। কারণ, আপনি একজন উদ্যোক্তা। আপনার পৃথিবীকে বিস্তৃত করতে আপনার উদ্যোগই যথেষ্ট। আর তাই আপনার পাশেই আছে এবি ব্যাংক।

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