

BIAC



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Bangladesh International Arbitration Centre

The Institution for Alternative Dispute Resolution

Bangladesh International Arbitration Centre (BIAC) is the first arbitration institution of the country. It is registered as a not-for-profit organisation and commenced operations in April 2011 under a licence from the Government of Bangladesh. The International Chamber of Commerce-Bangladesh (ICC-B), the world business organisation, Dhaka Chamber of Commerce & Industry (DCCI) and Metropolitan Chamber of Commerce & Industry (MCCI), Dhaka are the Sponsors of BIAC. The International Finance Corporation (IFC), the private sector arm of the World Bank, with funds from UK Aid and European Union, had supported BIAC in the initial stages under a co-operation agreement. BIAC provides a neutral, efficient and reliable dispute resolution service in this emerging hub of South Asia's industrial and commercial activities. BIAC is governed by a Board comprising country's distinguished personalities including Presidents of the three prominent business Chambers of the country, thereby enriching the organisation with their vast experience and knowledge. An experienced, full-fledged secretariat runs the Centre on a day-to-day basis.

From the very beginning, BIAC has been offering facilities for arbitration and mediation hearings through its internal infrastructure, which includes meeting rooms, audio-aides and recording facilities, private consultation rooms, transcription and interpreter service. BIAC also provides all necessary business facilities, like video conferencing, multimedia projection, computer, internet access etc. Full-fledged secretarial services and catering are also available on request. BIAC 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 national and international jurists and legal experts. These Rules have been superseded by launching BIAC Arbitration Rules 2019 and BIAC Mediation Rules 2019 which have been made more user-friendly and expanded the scope of the Rules in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 needs of time. BIAC has its own Panel of Arbitrators consisting of distinguished Jurists and Judges including former Chief Justices of Bangladesh and a few former Justices of the Supreme Court. Eminent experts and trained Mediators are on the BIAC's List of Mediators. BIAC has developed all the facilities required for systematic and comfortable Arbitration and Mediation proceedings including virtual hearing considering the safety of clients, staff and patrons during the pandemic.

As the only Alternative Dispute Resolution (ADR) institution in the country, apart from facilitating Arbitration and Mediation, BIAC also provides training courses on ADR, especially Arbitration, Mediation and Negotiation. BIAC has taken initiatives to provide specialised ADR training courses for different sectors, for instance, ADR in Money Loan Court Act, ADR in Procurement Disputes, ADR in Human Resource Management etc. BIAC regularly arranges certificate training courses abroad, jointly with those ADR centres with whom BIAC has signed collaboration agreements. BIAC has also taken initiatives to provide specialised, sector-based customised training programmes on ADR depending on the concerned organisations' need. Under this initiative, for the first time, BIAC organised a day long training programme for 24 Senior Assistant Secretaries and Assistant Secretaries of the Legislative and Parliamentary Affairs Division under the Ministry of Law, Justice and Parliamentary Affairs.

During the ongoing COVID-19 pandemic, BIAC organised the first online learning session through Zoom platform for the students of Law and Business. BIAC has since taken initiatives to conduct a series of online training programmes on Arbitration for professionals, the legal fraternity, Government officials, NGO representatives, corporate personnel, bankers and individuals. From the very beginning, BIAC has been working relentlessly to

create awareness about ADR facilities by arranging outreach programmes, seminars, webinars, workshops and dialogue sessions. Although COVID-19 has frustrated holding of many of its events, BIAC hosted a number of webinars jointly with its local and regional partners. These events gave us international exposure and we had the opportunity to highlight our endeavours towards making Bangladesh a regional hub for ADR practices.



BIAC is recognised by national and international institutions including the Permanent Court of Arbitration, the Hague, the Netherlands, Various International ADR centres and Corporate Companies, Banks, Real Estate Companies, NGOs, Universities, Law and Business Chambers and Financial Institutions in Bangladesh.

BIAC offers Membership to practitioners, stakeholders, students and interested individuals from home and abroad to create a knowledge and resource sharing platform. The platform has been designed to enable all interested parties to enhance individual knowledge and contribute towards enriching the ADR landscape of the country. It also reaches out internationally to individuals and institutions. All interested professionals including ADR facilitators, such as Arbitrators, Mediators, practicing lawyers, academics, bankers, representatives of commercial and business organisations and students can apply. BIAC Membership is intended to reflect professionalism and recognition in the region and throughout the globe.

In 2020, BIAC launched an Inter University Arbitration Contest for the first time for Law Department students of the Universities in Bangladesh, which was organised online in the wake of COVID-19. In 2021, under the generous sponsorship of The City Bank Ltd., BIAC arranged a more broad-based International Contest with online participation by students of seven national and international universities. The City Bank-BIAC International Inter University Arbitration Contest 2021 was held with great enthusiasm. BIAC has plans to make it into a regular annual event.

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From the Editor

BIAC brings out Quarterly Bulletin regularly. This is the second edition of the BIAC Quarterly Bulletin for the year 2022. This edition includes reports on its recent activities, articles on Alternative Dispute Resolution (ADR) practices by experts from home and abroad, and an interview on ADR perception as well as updates on Global ADR news.

BIAC has just completed its eleven years of functioning. To commemorate the occasion, BIAC set to organise its 11th Anniversary programme on 23 July 2022. A fully interactive Seminar with the theme The Arbitration Act 2001: Dire need for immediate reform, shall be arranged as part of the Anniversary celebrations. The Seminar's theme has been selected to highlight the main challenges and obstacles facing Arbitration to gain popularity and also explore ways to improve the efficacy of Arbitration in Bangladesh. According to a recent estimate, 3.9 million cases are pending in the Courts of Bangladesh, resulting in severe delays in settling disputes accompanied by significant increase in expenses for disputing parties. Alternative Dispute Resolution ("ADR"), especially Arbitration, has tremendous potentials to ease the burden on the Courts. BIAC is constantly aiming to bring about changes in the way commercial disputes are being settled in the country. Our objective is to facilitate settlement of commercial disputes out of Courts and thereby lessen stress on our Judiciary which is already overburdened with case dockets. It is also felt that availability of an expeditious and cost effective dispute resolution system will have a positive impact on the country's business environment. BIAC recognises that suitable Amendments of the Arbitration Act 2001 need to be initiated on an urgent basis in order to reap the full benefits of Arbitration.

We are grateful to our readers, patrons, partners, and well-wishers for their continuing patronage and support which we deeply value being sources of our inspiration.

Finally, we look forward to receiving suggestions, ideas and views as we firmly believe that it is only through your valuable contributions, we shall be in a position to improve the quality and usefulness of this Bulletin, and portray the true attributes of ADR.

BIAC Quarterly Bulletin

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BIAC News

Dhaka University lifts the Championship Trophy of City Bank-BIAC International Inter University Arbitration Contest 2021

12 April, 2022



Bangladesh International Arbitration Centre (BIAC) organised the City Bank-BIAC International Inter University Arbitration Contest 2021 for university level students with an objective to provide the students of Law an opportunity to acquire practical knowledge on Alternative Dispute Resolution (ADR) and develop articulation skills in this field. The Contest, first of its kind in Bangladesh, was held in digital platform in the last Quarter of 2021. The City Bank was the Title Sponsor of this Contest and International and National Arbitrators served as Judge Arbitrators.

The seven leading National and International universities who participated in this Contest are: Damodaram Sanjivayya National Law University, India, Lahore University of Management Sciences, Pakistan, Bhuiyan Academy, Independent University, Bangladesh (IUB), London College of Legal Studies (LCLS) South, University of Chittagong and University of Dhaka. In the final of the Contest, the University of Dhaka secured the distinction to claim the Championship Trophy while University of Chittagong became the Runners –up.

In the above context, BIAC organised a Trophy

and Certificate Distribution Ceremony for the Champion and Runners- up teams on 12 April 2022 at BIAC office, Dhaka. Dr. Md. Akhtaruzzaman, Vice Chancellor of the University of Dhaka, was the Chief Guest, and Mr. Mashrur Arefin, Managing Director and CEO of The City Bank Limited was the Guest of Honour.

The Ceremony began with the address of welcome delivered by Mr. Kaiser A. Chowdhury, CEO of BIAC.

Dr. Md. Akhtaruzzaman handed over the trophies to the Champion and Runners-up teams. Members of the participating teams received Certificates of Participation. Mr. Mahbubur Rahman, Chairman, BIAC Board, handed over Mementos to the Chief Guest and Guest of Honour. Dr. Jamila Chowdhury, Professor, Department of Law, University of Dhaka received a Crest as Trainer of the Champion Team.

Speaking on the occasion, Dr. Md. Akhtaruzzaman lauded the role of BIAC in promoting ADR in the country and appreciated BIAC's initiative in arranging the International Contest and further advised the students to avail opportunities offered by BIAC to develop their

skills in the area of ADR. Mr. Mashrur Arefin offered Internship opportunities to the participants at The City Bank's Legal Department and assured BIAC of the Bank's continued patronage in holding the Contest on a regular basis.

In his concluding remarks, Mr. Mahbubur Rahman affirmed that BIAC will continue to organise Contests of this nature in the years ahead so that the professionals of the future can equip themselves with the requisite skills required in the legal profession particularly in exercising ADR practices.

Mr. AK Azad, Member, BIAC Board, Vice President International Chamber of Commerce, Chairman Hamim Group and the President of Dhaka University Alumni Association was also present in this event. Among others, Ms. Farhana Bhuiyan, Head of Admin & International Relations, Bhuiyan academy, Dr. Assaduzzaman Khan, Associate Professor, Independent University, Bangladesh (IUB), Ms. Ayesha Fariha, Lecturer,

London College of Legal Studies (South), Mr. Mesbaul Asif Siddique, Head of Credit Risk Management (CRM) and Acting Chief Risk Officer (CRO), The City Bank Limited, Ms. Ummay Habiba Sharmin, Senior Vice President (SVP) & Head of Legal Division, The City Bank Limited, Mr. Syedul Tanvir Hoque Priyam, Head of Legal Documentation, The City Bank Limited, Barrister Mohammed Forrukh Rahman, Advocate, Supreme Court of Bangladesh and Head of Chambers, Rahman's Chambers, Barrister Margub Kabir, Advocate, Supreme Court of Bangladesh and Head of Chambers, Margub Kabir & Associate, Barrister Monzur Rabbi, Advocate, Supreme Court of Bangladesh and Head of Chambers, Rahman & Rabbi Legal, Barrister Naquib Karim, Advocate, Supreme Court of Bangladesh, Ms. Mahbuba Rahman Runa, General Manager, BIAC and Coordinator of the Contest, Mr. Asif Sultan Bhuiyan, Assistant Counsel of BIAC and Ms. Nuzhat Kamal, Assistant Counsel, BIAC were present in the event.

BIAC and MIAC sign Cooperation Agreement

13 April, 2022



A cooperation agreement was concluded between the Bangladesh International Arbitration Centre (BIAC) and the Maldives International Arbitration Center (MIAC), on 13 April 2022.

In terms of which the Parties have agreed to establish a framework for the two organisations to work together towards the promotion of arbitration

as a means for the peaceful settlement of international disputes.

Pursuant to the MoU, the Parties will be able to exchange information and publications of mutual interest in the field of commercial arbitration and organise Seminars, Symposia, Workshops, Conferences, Awareness and Training programmes relating to ADR.

The Ceremony was held online and the MoU was signed by the Chief Executive Officer of BIAC, Mr. Kaiser A. Chowdhury and the Chief Executive Officer of MIAC, Ms. Mamdhooha Ali on behalf of their respective organisations. Ms. Mahbuba Rahman, General Manager, Mr. Asif S. Bhuiyan, Assistant Counsel and Ms. Nuzhat Kamal, Assistant Counsel from BIAC and Ms. Aminath Raya Ali, Legal Counsel and Ms. Mansha Abdulla Salih, Legal Counsel from MIAC were present.

BIAC signs MoU with Equity Suites for resolving commercial dispute through ADR

16 May, 2022

Bangladesh International Arbitration Centre (BIAC) signed a Memorandum of Understanding (MoU) with Equity Suites for resolution of commercial disputes through ADR process. The

Signing Ceremony was held on 16 May 2022, Thursday, at the office of BIAC, Dhaka.

Under the MoU, the Parties agreed to



progress the cause of institutional ADR at home and abroad. Pursuant to this, the Parties will aim to promote incorporation of Institutional ADR clause

in all commercial contracts, organise joint outreach and advocacy programs, work with different stakeholders, encourage capacity building, etc.

The MoU was signed by the Chief Executive Officer of BIAC, Mr. Kaiser A. Chowdhury and the Senior Partner of the Chamber, Barrister Khandoker M. S. Kawsar, Advocate, Supreme Court of Bangladesh on behalf of their respective organisations. Also, present in the occasion were Ms. Mahbuba Rahman, General Manager, Mr. Asif S. Bhuiyan, Assistant Counsel and Ms. Nuzhat Kamal, Assistant Counsel from BIAC and Barrister S.M. Mushfiquir Rahman, Associate and Ms. Maliha Binte Malek, Research Associate of Equity Suites.

Bangladesh International Arbitration Centre (BIAC) is privileged to be one of the supporting organisations for the event “The 6th Annual ADC-ICC Asia Pacific Commercial Mediation Competition (APCMC)”

19 June, 2022



Bangladesh International Arbitration Centre (BIAC) is privileged to be one of the supporting organisations for the upcoming event of “The 6th Annual ADC-ICC Asia Pacific Commercial Mediation Competition (APCMC)” which is scheduled to be held online on 28-30 August 2022. The BIAC logo will appear as one of the supporting organisation on all marketing Flyers and Banners of the event.

The APCMC offers a challenging and inspiring opportunity that is open to all Law, Business and Social Science students and attracts student teams from leading Universities across Australia, Asia, the South Pacific, India, the Americas and Africa. The competition facilitates students’ learning and their application of negotiation skills in a commercial mediation setting. The key aims of the APCMC includes creating a unique opportunity for students to showcase their negotiation skills in a commercial mediation environment, developing skills in collaborative commercial problem solving, analytical judgment and persuasion and connecting aspiring students

to strong professional networks.

Through this Asia-Pacific Competition, the ADC and ICC seek to empower tomorrow’s business leaders and legal minds, equipping them with skills to better meet the dispute resolution needs of international commerce, in an expanding and increasingly complex marketplace. The APCMC draws significant endorsement and support from leading ADR practitioners, jurists and academics across the globe. The competition has been a tremendous success online, and in 2022 it is being expected to recreate this exciting experience for learning and networking. The APCMC is being hosted by the Australian Disputes Centre, using Zoom Professional.

Please see full details on the Australian Disputes Centre (ADC) website-

<https://disputescentre.com.au/apcmc/>

BIAC encourages you to join the Competition by registering at-

Student Registrations-

<https://disputescentre.com.au/apcmc-university-teams/>
Volunteers to assist with Mediating and Judging (Volunteer Registrations)-

<https://disputescentre.com.au/2022-apcmc-volunteers/>

BIAC signs MoU with A.S & Associates for resolving Commercial Dispute through ADR

19 June, 2022

Bangladesh International Arbitration Centre (BIAC) signed a Memorandum of Understanding

(MoU) with A.S & Associates for resolution of Commercial Dispute (if any) using ADR methods.



The Signing Ceremony was held on 19 June, 2022 at the office of BIAC, Dhaka.

Under the MoU, the Parties agreed to promote

institutional ADR at home and abroad. Pursuant to this, the Parties will promote the incorporation of Institutional ADR clause in all commercial contracts, organise joint outreach and advocacy programs, work with different stakeholders, encourage capacity building, etc.

The MoU was signed by the Chief Executive Officer of BIAC, Mr. Kaiser A. Chowdhury and the Partner of the Chamber, Mr. Ferdaus Rahman, Barrister-at-Law on behalf of their respective organisations. Also present in the occasion were Ms. Mahbuba Rahman, General Manager, Ms. Priyanka Roy, Assistant Counsel and Ms. Khushnuma Khan, Intern from BIAC and Mr. Samsul Arefin, General Manager, A.S & Associates.

BIAC encourages people to join the Hong Kong Arbitration Week in person or virtually.

1 June, 2022



Bangladesh International Arbitration Centre (BIAC) is privileged to be one of the supporting organisations for the upcoming “Hong Kong Arbitration Week (HKArbWeek)” which is scheduled to be held from 24 – 28 October 2022. The event will be a week-long festival dedicated to international dispute resolution, providing practitioners with a global platform to connect and engage on issues relevant to the field, with a focus on Asia. BIAC signed a collaboration agreement with the Hong Kong Arbitration Centre (HKIAC) in 2017. As part of this Agreement, BIAC will promote the event as a supporting organization. The BIAC logo will appear

on all event marketing flyers and banners.

Marking its 11th year, HKArbWeek brings together the Hong Kong and international arbitration communities, which together have made HKIAC and Hong Kong the leaders in modern dispute resolution. Networking opportunities are woven through the HKArbWeek experience. Attendees may explore satellite events with local and international arbitration law firms and organizations.

*Please see full details on the HKIAC website-
<http://hkiac.org/events/2022-hong-kong-arbitration-week>*

BIAC encourages you to join the Hong Kong Arbitration Week in person or virtually.

BIAC Team visits Bangladesh-China Chamber of Commerce and Industry (BCCCI).

26 June, 2022

Bangladesh-China Chamber of Commerce and Industry (BCCCI) recently invited Bangladesh International Arbitration Centre (BIAC) to discuss collaboration possibilities between the two institutions. Mr. Al Mamun Mridha, Acting Secretary General of BCCCI and Ms. Mahbuba Rahman, General Manager, Ms. Priyanka Roy, Assistant Counsel and Ms. Khushnuma Khan, Intern of BIAC participated in the discussion meeting held on 26 June 2022 at BCCCI office premises. BCCCI is a manifestation of the Bangladesh business community's strong desire to expand commercial and economic ties between China and Bangladesh. The Chamber continuously strives to

promote trade, business, and industry between Bangladesh and China. Therefore, with a greater number of Bangladesh-China trade, there are rising cases of commercial disputes amongst the parties. Hence, Alternative Dispute Resolution (ADR), which is a cost-effective and speedy dispute settlement mechanism, could play a vital role in assisting the concerned parties to reach an amicable settlement in a short span of time.

Many Bangladesh importers have complaints as to the quality and weight of the products supplied by Chinese



significantly promoting awareness about Institutional ADR through training sessions, seminars, webinars, workshops, dialogues etc. Further, BIAC has also jointly organised trainings session with Kunming Economic Development Zone International Commercial Arbitration Service Center (KICASC) and China International Economic and Trade Arbitration Commission (CIETAC). Further, BIAC has also signed a MoU with Guangzhou Arbitration centre, KICASC, CIETAC and has a good relationship with Shanghai International Arbitration Centre (SHIAC).

counterparts whilst Chinese suppliers are complaining of non-payment by Bangladeshi importers. Against this backdrop, BCCCI has formed a Dispute Settlement Committee to resolve such ongoing Commercial Disputes. The areas of dispute came up for discussion and prospect of a partnership between BCCCI and BIAC was tabled to pave the way for creating an effective and credible process for ADR.

The signing of an MoU between BCCCI and BIAC at a convenient future date is expected which is destined to bring in beneficial effects on the China-Bangladesh business environment; with such a profitable association, BIAC is looking forward to hold joint seminars, webinars, workshops and dialogue sessions. This will have a significant impact on raising awareness about facilitating institutional ADR and increase the confidence of future investors.

BIAC, since its establishment, has been

“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.”

From the Media

Reshad Imam, Barrister-at-Law, Advocate, Supreme Court of Bangladesh and Partner, Akhtar Imam & Associates (AIA) was invited to speak by NewsBangla24 in “Amar Ain Amar Odhikar” on Arbitration - a method of Alternative Dispute Resolution (ADR)

2 April 2022, Newsbangla 24



Reshad Imam, Barrister-at-Law, Advocate, Supreme Court of Bangladesh and Partner, Akhtar Imam & Associates (AIA) was invited to speak by NewsBangla24 in “Amar Ain Amar Odhikar” on Arbitration - a method of

Alternative Dispute Resolution (ADR).

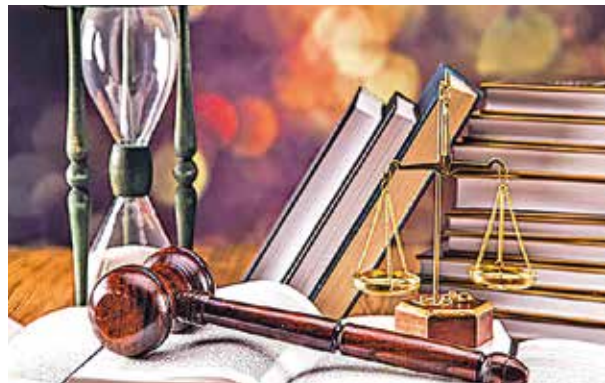
He stressed on, among others, the dire need for reform of the Arbitration Act 2001 to promote the

effectiveness of arbitration as an alternative dispute resolution mechanism in Bangladesh. The benefits of ADR for any business cannot be emphasized enough. In addition to saving time, reducing costs and offering flexibility in dispute settlement, it helps to maintain relationships by promoting an amicable settlement.

To watch the full interview, please click on the link below.
<https://www.facebook.com/NewsBangla24.Official/videos/340654858035612/>

In quest for rules to be laid down under the Arbitration Act, 2001

May 7, 2022, Kamal Hossain Meahzi, The Daily Star



The presence of rules with guidelines for both the parties and the appointing authority could have helped to avoid many unwanted situations that frequently arise in legal proceedings, including the appointment of arbitrator(s). This is one example which illustrates how the absence of rules under the 2001 Act creates scope for the misuse of the process of law and explains how the same can cause undue delay in completing the arbitration proceedings.

In many instances, an Act of Parliament includes a provision allowing the government or the relevant authority to make rules for carrying out the provisions of the concerned Act. Under an Act of Parliament, the rules are framed as directives and/or instructions for the users of the legislation in

question. If rules are framed as such, more clarity is brought about and confusion about many provisions of the relevant statute gets dispelled. It also helps to carry out the purpose of the legislation in line with the intention of the legislature.

In Bangladesh, the Arbitration Act, 2001 came into force on the 10th day of April 2001, which permits the government to make rules in exercising its powers conferred by section 57 of the Act. It was expected that the rules would be framed immediately to make the use of arbitration simpler, easier, and less cumbersome. However, although twenty years have elapsed since enactment of the Act, the government is yet to make rules.

Likewise, there exist no official rules for administering dispute resolution processes through mediation. Although the use of mediation or other ADR techniques is permissible, with consent of the parties, but under section 22 of the Act there are no rules that could be used and applied to guide the process. This article makes an attempt to argue that if rules were framed, they could have helped to ensure the due process in settling dispute through alternative means by using mediation, conciliation, and arbitration etc.

The importance of rules may be highlighted by stating an example. Section 12 of the Act deals with appointment of arbitrators. It has laid down the

steps that may be taken by the parties when there arises disagreement regarding the appointment of an arbitrator. Upon application by a party, the District Judge has power to appoint an arbitrator when it is a domestic arbitration. In the case of international commercial arbitration, an application for appointment of an arbitrator is filed before the Chief Justice or any other Judge of the Supreme Court of Bangladesh so designated by the Chief Justice. However, the provisions of law do not explain or give any guidance as to how the appointing authority being the District Judge or any other Judge of the Supreme Court will carry out this task with consent and/or assistance of the disputing parties.

In this regard, reference may be made to the UNCITRAL Rules. Articles 8 and 9 of the said Rules deal with the appointment of sole arbitrator and presiding arbitrator (if it is a tribunal for three arbitrators) respectively. For appointing sole arbitrator or the presiding arbitrator, the appointing authority follows the same Rules as stated in Article 8. Article 8(2) of the said Rules being relevant here has been reproduced below:

"Article 8(2).....In making the appointment, the appointing authority shall use the following list-procedure, unless the parties agree that the list-procedure should not be used or unless the appointing authority determines in its discretion that the use of the list-procedure is not appropriate for the case:

- (a) The appointing authority shall communicate to each of the parties an identical list containing at least three names;
- (b) Within 15 days after the receipt of this list, each party may return the list to the appointing authority after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;
- (c) After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;
- (d) If for any reason the appointment cannot be made according to this procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator."

It explains how an arbitrator will be appointed by the appointing authority with assistance of the parties. It states that the appointing authority shall

communicate a list to the parties with names of three arbitrators. The parties are obliged to respond within a timeframe with suggestions about the proposed arbitrators. After expiry of the timeframe, the rules permit the appointing authority to proceed with the appointing process considering the preference of the parties, if any, or the appointing authority gives appointment applying its discretion. Thus, the said UNCITRAL Rules has laid down clear guidelines for the disputing parties as well as the appointing authority, which brings transparency and predictability to the process.

Since similar rules do not exist under the 2001 Act, the mischief-making party takes advantage of this loophole in law and tries to delay the appointment process with intention to frustrate the arbitration proceedings. It may be argued that the law obliges the courts to appoint arbitrator(s) within sixty days based on any application forwarded by a party. However, only in rare instances, is this timeframe respected.

The presence of rules with guidelines for both the parties and the appointing authority could have helped to avoid many unwanted situations that frequently arise in legal proceedings, including the appointment of arbitrator(s). This is one example which illustrates how the absence of rules under the 2001 Act creates scope for the misuse of the process of law and explains how the same can cause undue delay in completing the arbitration proceedings.

A set of well-defined rules could also reduce the expenses of arbitration. A standard could be set for fees and expenses required. Moreover, in an agreement with a multi-tier arbitration clause, the use of mediation is normally preferred by the parties as a first step prior to progressing with arbitration. In such situations, it becomes difficult to advance the mediation process due to the absence of rules. In the result, the use of mediation hardly results in success.

Since the 2001 Act permits the use of mediation and other methods during an arbitration proceeding, a set of comprehensive rules may be framed to make the processes faster, simpler, and efficient.

The writer is a Student of Advanced Masters in Compliance, University of Fribourg, Switzerland, and an Advocate, Supreme Court of Bangladesh.

<https://www.thedailystar.net/law-our-rights/law-vision/news/quest-rules-be-laid-down-under-the-arbitration-act-2001-3018191>

international News

HKIAC Case Digest Wins GAR Award for Best Innovation

6 April, 2022



HKIAC is proud to announce that the HKIAC Case Digest was awarded Best Innovation by an Individual or Organisation at the 12th annual GAR

Awards ceremony, which took place during Paris Arbitration Week 2022.

HKIAC Case Digest is a searchable database of anonymised and summarised procedural decisions taken by HKIAC which was launched in December 2021. It provides subscribers with insight into HKIAC's procedural decision-making, including analyses by the HKIAC's Proceedings and Appointments Committees, under various rules.

HKIAC and Hong Kong recognised across multiple categories

HKIAC initiatives were also nominated in two other categories this year. HKIAC's Women in Arbitration (WIA) WE GROW Mentorship and Coaching Programme and the HKIAC Green Office Challenge were shortlisted respectively for

the Equal Representation in Arbitration Pledge Award and Campaign for Greener Arbitration Award for Sustainable Behaviour.

HKIAC Co-chair, and Debevoise & Plimpton partner, David W. Rivkin was nominated in the Best Innovation category for the Town Elder rules. The C v D decision by the Hong Kong courts on escalation clauses was nominated in the Most Important Decision category. Hong Kong was nominated in the Best Development category for updating the arrangement on mutual enforcement of awards with mainland China.

Sarah Grimmer, HKIAC Secretary-General, says "we are thrilled and grateful to win this award and hope that the HKIAC Case Digest will be of great benefit to the community".

HKIAC thanks all those who have supported HKIAC's initiatives, and congratulates all winners and nominees of the GAR Awards 2022 for the efforts of our community to improve international arbitration for all.

<https://www.hkiac.org/news/hkiac-case-digest-wins-gar-award-best-innovation>

New York state court applies principles of contract formation set out in the CISG and permanently stays an arbitration

26 April, 2022

In the Matter of the Application of New York State Department of Health, Petitioner, For an Order, Pursuant to Article 75 of the CPLR, staying an arbitration commenced by Rusi Technology Company, Limited, Respondent, 2022 NY Slip Op 50041(U) (Sup. Ct. Albany County Jan. 25, 2022)

In a special proceeding brought before a trial level court in New York, the New York State Department of Health ("DOH") moved for an order and judgment permanently staying an arbitration commenced by a Chinese company, Rusi Technology Company, Limited ("Rusi"), before the China International Economic and Trade Arbitration Commission ("CIETAC"). The court granted DOH's application to permanently stay the CIETAC arbitration.

Factual Background

Early in the COVID-19 pandemic, DOH had agreed to purchase two million KN-95 masks from Rusi. DOH rejected the tender after a substantial number of masks did not comply with the standard specified in the purchase contract. The purchase contract consisted of three instruments: first, a document titled "Export Contract"; second, a purchase order that reduced the total purchase price and incorporated two appendices that contained standard New York contract terms (the "Purchase Order"); and third, a written amendment to the Export Contract that conformed its pricing terms with the Purchase Order.

The Export Contract was drafted in both English

and Chinese. The English text stated that all disputes “shall be settled through friendly consultation”, and that the English text “shall prevail” in the event of “any discrepancies between the two versions.” In contrast, the Chinese text stated that any disputes would be resolved through binding arbitration administered by CIETAC, and that the Chinese text would prevail in the event of any conflict. The Chinese text also stated that the Export Contract was governed by Chinese Law and specified that the Convention for the International Sale of Goods (the “CISG”) would not apply.

The Purchase Order and its appendices were drafted in English and required that all disputes concerning international sales transactions would be resolved through binding arbitration in New York administered by the International Chamber of Commerce (“ICC”). An appendix to the Purchase Order also asserted that the “Contract”—comprised of the Export Contract and Purchase Order appendices—“shall be governed by and construed in accordance with the laws of the State of New York, the United States, except where Federal supremacy clause governs”.

Application to Compel Arbitration

New York Civil Practice Law and Rules (“CPLR”) 7503(b) permits “a party who has not participated in the arbitration and who has not made or been served with an application to compel arbitration” to “apply to stay arbitration on the ground that a valid agreement [to arbitrate] was not made”. DOH made such an application, arguing that the Export Contract did not have the requisite “meeting of the minds” required to refer any dispute between the parties to arbitration, and asserting that Rusi had agreed to DOH’s terms set forth in the Purchase Order attachments requiring the arbitration proceeding to be brought in New York before the ICC. In response, Rusi argued that the dispute should be governed by Chinese domestic law, which provides that, “where the parties concerned have a differing opinion upon the validity of an arbitration agreement, a request may be made for an award to be made by [CIETAC] or a judgment made by the People’s

Court at the place of arbitration”.

The Court Decision

The court first determined that the CISG, rather than Chinese domestic law, was applicable to the dispute. The CISG governs the formation of international sales contracts and the rights and obligations of the buyer and seller. While parties may exclude the application of the CISG, the intent to opt out must be set out clearly and unequivocally in the contract and there must be mutual agreement on the law that would displace it. The court found that the Export Contract failed to evince a clear mutual intention to exclude the application of the CISG, particularly in light of the fact that the English and Chinese versions both purported to be controlling. Therefore, the CISG’s principles of contract formation and interpretation were applicable to the dispute.

Applying those principles, the court determined that there was no meeting of the minds as to the Chinese text that purported to require binding arbitration before CIETAC. The court found that DOH’s reliance on the English text was objectively reasonable under the circumstances and was consistent with the parties’ prior course of dealing. Indeed, Rusi had assured DOH that the English text was controlling, and Rusi knew (or must have known) that DOH’s subjective intentions would be formed on the basis of the English text. Therefore, New York cases that enforced arbitration clauses where a party simply failed to read or understand the terms of an agreement were inapplicable here.

Because the court concluded that the Export Contract did not constitute an express, unequivocal agreement to arbitrate before CIETAC, it granted DOH’s application to permanently stay the CIETAC arbitration.

This article was originally published in the North America Newsletter.

<https://www.globalarbitrationnews.com/2022/04/26/new-york-state-court-applies-principles-of-contract-formation-set-out-in-the-cisg-and-permanently-stays-an-arbitration/>

New Secretary-General of the Permanent Court of Arbitration takes office

3 June, 2022



The Permanent Court of Arbitration ("PCA") is pleased to announce that on 1 June 2022, the former Ambassador of the Republic of Poland to the Kingdom of the Netherlands, Mr. Marcin Czepelak, took office as the

fourteenth Secretary-General of the PCA. Mr. Czepelak has succeeded Mr. Hugo Hans Siblesz, whose term as Secretary-General ended on 31 May 2022.

The Secretary-General is the head of the PCA's

International Bureau, composed of over 60 professionals holding 37 different nationalities, who work from the PCA's headquarters in the Netherlands and its offices in Argentina, Austria, Mauritius, Singapore, and Viet Nam. The Secretary-General also represents the PCA externally, including in international settings. In addition, the PCA Secretary-General fulfils functions vested in the Secretary-General under the UNCITRAL Arbitration Rules and various national laws pertaining to arbitration. The PCA Secretary-General has been designated as appointing authority in numerous international treaties and contracts and may be called upon to act in that capacity by ad hoc agreement of the disputing parties.

Lahore Arbitration Declaration ratified at CIArb Pakistan Branch launch

15 Jun 2022



L-R: Honourable Judge of the Supreme Court of Pakistan, Mr Justice Syed Mansoor Ali Shah, Honourable Chief Justice Lahore High Court, Mr Justice Muhammad Ameer Bhatti, Director General of CIArb, Catherine Dixon MCIArb

Whereas it is recognised that commercial courts and arbitration are the main components of an eco-system of efficient dispute resolution.

And Whereas it is affirmed that Pakistan with the

help of CIArb will take the following concrete steps to create this international eco-system in order to attract domestic and foreign investment to Pakistan.

And Whereas it is realized that the CIArb Pakistan Branch Inaugural Event of 27 May 2022 has concluded with practical steps on how to realize the objective.

And Whereas it is supported by the blessing and participation of the honorable Chief Justice of Pakistan, Mr. Justice Umar Ata Bandial, Honorable Justice of the Supreme Court, Mr. Justice Mansoor Ali Shah, Honorable Chief Justice of the Lahore High Court, Lahore, Mr. Justice Muhammad Ameer Bhatti, Honorable Justice of the Lahore High Court, Mr. Justice Jawad Hassan, Honorable Justice of the Lahore High Court, Mr. Justice Asim Hafeez.

<https://www.ciarb.org/news/laure-arbitration-declaration-ratified-at-ciarb-pakistan-branch-launch/>

Articles

Arbitration issues for foreign investors in Bangladesh



Barrister Sameer Sattar

Advocate, Supreme Court of Bangladesh
Head of Chamber
Sattar & Co Bangladesh
GOB's Designee of the
World Bank
ICSID's Panel of Arbitrator

Foreign direct investment (FDI) is a key driver of economic development of an emerging country like Bangladesh. There are several methods of injecting FDI into a country, but the most popular structure is either through cross-border joint ventures or direct acquisition of shares in local companies.

FDI in Bangladesh is appealing due to the country's economic growth and existing investment climate. Bangladesh also offers robust domestic laws that are in favour of foreign investors.

For this guide for Japanese investors, the author highlights certain areas of dispute resolution that are key for foreign investors to bear in mind, and negotiate with their local counterparts, when thinking of investing in Bangladesh.

DISPUTE RESOLUTION

Section 4 of the Foreign Private Investment (Promotion and Protection) Act, 1980, delineates that the government shall accord fair and equitable treatment to foreign private investment, which shall enjoy full protection and security in Bangladesh.

However, such protection may not extend to the private level and may not regulate the relationship of the commercial parties involved in FDI. Therefore, it may be fair and reasonable of foreign investors to be concerned about their investments – and worry whether their investments will get adequate legal and equitable protection.

A crucial concern for foreign investors is determining an appropriate dispute resolution mechanism between the parties. In many joint ventures and acquisitions, a significant part of the negotiations is spent on the dispute resolution clause. This is because the dispute resolution mechanism will ultimately regulate the relationship of the parties involved in FDI, and their rights, liabilities and obligations will squarely depend upon such a clause.

Fixation of an appropriate dispute resolution tool is key so that the parties involved can take advantage of a speedy and effective legal process. If any dispute arises in relation to any joint ventures or acquisitions, the same shall need to be resolved by litigation or arbitration.

Litigation in Bangladesh is marred with delays, and therefore foreign investors generally tend to prefer arbitration as the most preferred method of resolving cross-border commercial disputes. The arbitration procedure is flexible and allows parties autonomy in resolving their disputes by keeping the conflict in confidence.

ARBITRATION LAW

Arbitrations in Bangladesh are governed by the 2001 Arbitration Act, which is largely based on the 1985 UN Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration. The act's sections on the definition of arbitration agreements, number of arbitrators, party autonomy etc., are similar, often verbatim, from the Model Law.

However, the act has not adopted all of the Model Law's provisions. In addition, it is pertinent to note that Bangladesh is a party to the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention).

Inspired by both the New York Convention and the Model Law, the Arbitration Act has introduced the mechanism for recognising and enforcing foreign arbitral awards. Accordingly, a foreign arbitral award means an award made in pursuance of an arbitration agreement in any country other than Bangladesh.

Section 45 of the act makes a foreign arbitral award binding for all parties to the arbitration agreement. Such an award can be executed by the local courts of Bangladesh as if it were a local court's decree. However, such enforcement is subject to exceptions provided in section 46, where the legislatures restricted the grounds on which the local court can deny foreign arbitral award enforcement.

The grounds as provided under section 46 include, among others: incapacity of the parties to the arbitration agreement; invalidity of the

arbitration agreement under the law to which the parties have subjected it; subject matter of the dispute not being capable of settlement by arbitration under the laws of Bangladesh; and recognition and execution of the foreign arbitral award conflicts with the public policy of Bangladesh.

While the above-mentioned grounds are provided to check inappropriate arbitral awards, they also offer ample scope for Bangladeshi courts to frustrate the execution of foreign arbitral awards by interpreting them too broadly.

Although the idea behind arbitration is to avoid the need for litigation through local courts, such clauses are not supposed to replace the courts' role in their entirety. The necessity of court intervention becomes crucial where a matter is urgent and requires immediate attention. For example, a court's intervention is imperative when a party refuses to comply with any order of the arbitral tribunal, or when one of the parties needs immediate relief, and there is no arbitral tribunal yet in place.

Such judicial intervention generally happens under section 7A of the act, which states that Bangladesh courts may take any interim protective measures that may appear reasonable or appropriate before or during the continuance of arbitral proceedings, or until enforcement of any domestic or foreign arbitral award.

In this regard, it is vital to note that section 3 embodies a restrictive "territorial principle", where only arbitration that is considered to take place in Bangladesh falls within the purview of the act. This means that if the seat of arbitration is within the territory of Bangladesh, the act will apply. The parties will not be able to avail the interim remedies as provided under section 7A if the arbitration proceedings do not take place in Bangladesh.

CONSIDERABLE CONFUSION

But section 3 of the act has caused considerable confusion in the local arbitration scene. In the case of HRC Shipping v MVX-Press Manaslu and Others, the high court division of the Supreme Court of Bangladesh opted for a wide interpretation of the term "place ... in Bangladesh" under section 3. Its view was that the act was prepared, in the spirit of establishing a uniform legal framework, for the fair and efficient settlement of disputes arising in international commercial arbitration, as embodied in the Model Law.

In contrast, in a later judgment delivered in STX Corporation v Meghna Group of Industries, another bench of the high court division espoused a literal construction of section 3(1).

In support of such an interpretation, the high court

division cited the case of Unicol Bangladesh v Maxwell, where the appellate division of the Supreme Court stated that section 3(1) is limited in application as to arbitration being held in Bangladesh.

Thus, it can be seen that the Bangladeshi courts have come to conflicting decisions on determining the scope of the act, namely section 3. The ruling in the STX Corporation case confirmed that the Bangladeshi courts are unable to issue any interim relief, even to support the arbitration process, if the arbitration does not take place in the country. On the contrary, the HRC Shipping case earlier took a more liberal view of section 3 and held that it would apply even where the place of arbitration is outside Bangladesh.

These contrary views and interpretations have caused considerable uncertainty and anxiety for foreign investors involved in cross-border arbitration proceedings with Bangladeshi companies, as it is unclear what assistance the Bangladeshi courts might give to such proceedings.

REMOVING UNCERTAINTY

The issue of the scope of the act arose again in the fairly recent 2019 case of Southern Solar Power and another v Bangladesh Power Development Board and others, where the high court division has set the current and latest trend.

In the Southern Solar case, in stark contrast to the views laid down in the STX Corporation case, the high court division went back to the position taken in the HRC Shipping case – ruling that it is well competent to entertain an application under section 7A, even in relation to arbitration taking place outside of Bangladesh.

The high court division stated that the wording of section 3 does not seek to oust its jurisdiction in relation to foreign-seated arbitrations. In the absence of any use of any prohibitory language, the relevant provisions of the act may be applicable.

The observations as given in the Southern Solar case appear to be a bold and intrepid move from the more conservative and restrictive view taken in the STX Corporation case.

Foreign investors and the international community can therefore take great comfort from the Southern Solar decision. In line with this case, it is expected that the legislature may also take steps to amend the Arbitration Act to remove any existing uncertainty.

<https://law.asia/arbitration-issues-foreign-investors-bangladesh/>

Interviews

We have been publishing interviews of leaders and experts from different financial, business, corporate, legal, academia and Government sectors on their perception and understanding of ADR, based on a number of questions put forward by BIAC. We believe that this will generate more awareness about ADR in the country; this is also a step, towards assisting our judicial system to reduce the case-backlogs and also the time taken to resolve commercial disputes. It is our pleasure to publish the interview of Mr. Mashrur Arefin in the current issue of the BIAC Quarterly Bulletin (BQB). Mr. Mashrur Arefin is the Managing Director and CEO of The City Bank Limited. Earlier he was the Bank's Chief Operating Officer. During his career as an eminent banker of the country, Mr. Arefin worked for ANZ Grindlays Bank, Bangladesh, Standard Chartered Bank, Qatar and ANZ Banking Group in Melbourne, Australia. He also served American Express Bank, Bangladesh, Citibank N.A. and Eastern Bank Ltd. He is a well known person of literature and has authored several books which have been highly acclaimed by critics.



Mr. Mashrur Arefin
Managing Director & CEO
The City Bank Limited



BQB: Globally, corporate bodies are moving away from using the traditional court based judicial system for resolving commercial disputes and adopting Alternative Dispute Resolution (ADR). Do you believe that this global best practice has a future in Bangladesh? Why?

MA: Historically, as Bangladesh has ranked at the bottom part in the world ranking of contract enforcement, it is a great concern among local as well as foreign investors trying to ensure recovery of their investment. Concerns include long haul and incidental costs in the already overburdened courts dealing with over approximately 3.5 million cases.

In the last few decades, the world has seen a paradigm shift in commercial dispute settlement through rapid adoption of ADRs. The transformation was inspired by the minimization of massive costs, complexity, delay and lack of privacy the traditional court based dispute settlement embeds. Bangladesh is in potential need to take initiative to follow the same route. Given the massive backlog of cases in the courts, ADRs can play a vital role in effective mechanism of dispute settlement and reinstating the investors' confidence.

Pertinent to mention here that the intention of

enacting the Arbitration Act in 2001 was to reduce the overwhelming pressure on the courts and to enable the parties to reach a remedy more swiftly and flexibly through ADR. Unfortunately, we have not quite made the full and effective use of this tool since its inception. There is no mandatory timeframe for disposal of ADR proceeding or no scope for challenging the arbitral award from District court to High Court. The lawmakers should think about calls for reform of this Act which is now more than twenty years old, in order to address issues that are impeding the actual intent of ADR.

BQB: What are the main obstacles in the mainstreaming of ADR in this country?

MA: Along with critical amendments required in the Arbitration Act, there needs to be a major change in the mindset of our lawyers as well. The traditional litigating mind set of lawyers and litigants has been a major challenge in the mainstreaming of ADR. The traditional process of resolving a civil dispute at the courts over a long period of time can indeed be perceived by some lawyers to be financially favorable since they are able to charge the clients multiple times over a protracted period.

Additionally, the lack of awareness about the ADR process amongst the public is also a major issue. Even where the parties had willingly availed ADR,

frustration loomed in as the desired timely and cost-effective remedy could not be achieved due to limitation of the current statute. Furthermore, some parties are apprehensive about neutrality of the adjudicator and hence are reluctant about ADR. With resolving of these issues and activation of all relevant stakeholders, there is a promising future of ADR in Bangladesh. Besides, the public at large should be made more aware of the rights that they can enforce through ADR.

BQB: What are your thoughts on ‘reputation risk’, given that the legal cases are heard in courts of Bangladesh, the proceedings are considered to be in the public domain?

MA: The major strength of any organization is its reputation and goodwill. Now in this age of social media with some news outlets spreading news and “fake news” in order to attract a wider audience, the reputation risk for any person or organization is higher than ever before. Irreparable damage to reputation can be done through propagation of distorted facts and news. Hence, one of the main attractions for ADR proceedings is the confidentiality it offers where the parties can reach a remedy in private as opposed to the court process which is open to the public.

BQB: Do you support insertion of ADR clause in all commercial contracts or do you feel the court system can adequately provide risk mitigation coverage without ADR clause in the contract?

MA: Insertion of ADR clauses in commercial contracts in general is a good idea, since the costs and delays in the courts may hinder interest of all the parties in a commercial transaction and in litigation the mutual relationship between the parties worsens to a point where there is no further room for business. However, there should be a timely and effective ADR enforcement mechanism in place before substantial implementation of the aforesaid.

In our country, in terms of the provision of the current statute, cases can end up in the court if a domestic arbitration award is challenged in the

District Judge's Court and District Judge's verdict can then be challenged in the apex courts. Hence, the parties have to go through the whole litigation process after going through arbitration resulting in monumental increase of costs and delays and thus frustrating the whole concept of ADR. Many noted jurists have opined that there should be a change in the appeal structure so that an appeal against a decision of a domestic arbitration award lies directly to the High Court Division so the process gets faster and effective.

BQB: Money Loan Court Act has not been able to adequately support the financial sector in recovery of bad loans. In many countries work is underway to offer ADR as additional tool for the financial sector to mitigate the risk and delay in the settlement and recovery process. What is your opinion about this initiative?

MA: The Money Loan Court Act 2003 (the Act) was incorporated in Bangladesh for speedy recovery of lending by financial industry. There is a mandatory provision for mediation under the Act which obligates the parties for mediation after the initial stages of the suit have been completed. However, this measure is yet to produce the expected results as only a tiny fraction of these cases actually get resolved through mediation and hence, in the vast number of cases, the mediation steps only adds to the cost and intended delay by willful defaulters rather than resolving of the dispute. There is a further provision which allows the parties to settle the matter through ADR at any time before the court makes an order or judgment.

An alternative path could be thought of, whereby the parties would have to go for mandatory ADR, either arbitration or mediation, before they can file a case in the courts. Once a case is filed, the parties' relationship reaches a point where it becomes extremely difficult for them to reach a mutual settlement through ADR/ mediation. Thus if they are made to go through the ADR process before filing the matter in court, it would perhaps be easier for them to come to a settlement and would allow for more settlements outside the courts which would be beneficial for all the parties at stake.



Benefits Include

1

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2

Application Process

3

- Applicants must submit an application form either **on-line** / by **email** to info@biac.org.bd and biac.org.bd@gmail.com / **hard copy** or / **fax**.
- All applicants must submit a copy of a **valid ID card** e.g. National ID or Passport (for students: valid student ID)
- Applications are reviewed and subject to **approval by the BIAC Management**.
- Memberships are **annual**, and renewal is on the enrollment date.

Subscription Fee

For National Members:

Admission Fee: BDT 5000 (including first year subscription)
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For National Students:

Admission Fee: BDT 2000 (including first year subscription)
 Annual Subscription: BDT 1000

For International Members:

Admission Fee: USD 200 (including first year subscription)
 Annual Subscription: USD 100

4

EVENTS NEWS

BIAC's Upcoming Events

Organisation	Events	Date
Bangladesh International Arbitration Centre (BIAC)	BIAC 11 th Founding Anniversary	23 July 2022
Bangladesh International Arbitration Centre (BIAC) and The Nepal International Arbitration Centre (NIAC)	Signing of Memorandum of Understanding	7 August
Bangladesh International Arbitration Centre (BIAC) and Bangladesh –China Chamber of Commerce and Industry (BCCCI)	Signing of Memorandum of Understanding	10 August
Bangladesh International Arbitration Centre (BIAC) and Energy Dispute Arbitration Centre (EDAC), ANKARA, TURKEY	Signing of Memorandum of Understanding	Last Week of August
Bangladesh International Arbitration Centre (BIAC)	36 th BIAC Board Meeting & 19 th Annual General Meeting	30 August
Bangladesh International Arbitration Centre (BIAC) (For Chinese Law Firms)	Training on Arbitration Act 2001 and BIAC Rules 2019	First Week of September
Bangladesh International Arbitration Centre (BIAC) and Thailand Arbitration Centre (THAC) and ADR-ODR, UK	Accreditation Course on Mediation	25 Sep -2 Oct 2022
Bangladesh International Arbitration Centre (BIAC)	Two day long training on Negotiation and Mediation	First Week of October
Energy Dispute Arbitration Centre (EDAC), ANKARA, TURKEY Supporting Organization: Bangladesh International Arbitration Centre (BIAC)	Istanbul Arbitration Week (ISTAW)	10-14 October



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