

KLUWER LAW INTERNATIONAL

Collection of ICC Arbitral Awards Recueil des sentences arbitrales de la CCI 2001-2007

Jean-Jacques Arnaldez

Yves Derains

Dominique Hascher



Wolters Kluwer
Law & Business



International Chamber of Commerce
The world business organization

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AUSTIN

BOSTON

CHICAGO

NEW YORK

THE NETHERLANDS

Published by:
Kluwer Law International
PO Box 316
2400 AH Alphen aan den Rijn
The Netherlands
Website: www.kluwerlaw.com

ICC Services – Publications
38, Cours Albert Ier
75008 Paris
France
Website: www.iccbooks.com

Sold and distributed in North, Central and South America by:

Aspen Publishers, Inc.
7201 McKinney Circle
Frederick, MD 21704
United States of America
Email: customer.care@aspenspubl.com

Sold and distributed in all other countries by:

Turpin Distribution Services Ltd.
Stratton Business Park
Pegasus Drive, Biggleswade
Bedfordshire SG18 8TQ
United Kingdom
Email: kluwerlaw@turpin-distribution.com

ICC Services – Publications
38, Cours Albert Ier
75008 Paris
France
Email: pub@iccwbo.org

Printed on acid-free paper

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The *Collection of ICC Arbitral Awards 2001–2007* has already been published in the *Yearbook commercial Arbitration* and the *Journal du Droit International* (Clunet). These extracts are reproduced with the permission of the respective editors and publishers.

ISBN: 978 90 411 2877 5 (Kluwer)
ISBN: 978 92 842 0068 9 (ICC)
ICC Publication No. 699

© 2009 Kluwer Law International
© 2009, The International Council for Commercial Arbitration (ICCA) on the individual awards published in the *Yearbook Commercial Arbitration*

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Email: permissions@kluwerlaw.com

Printed in Great Britain.

Collection of ICC Arbitral Awards
2001 – 2007

Recueil des sentences arbitrales de la CCI

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Foreword to Volume V

1. This fifth volume of the *Collection of ICC Arbitral Awards* contains the awards that have already been published between 2001 and 2007 in the “*Yearbook Commercial Arbitration*” and in the “*Journal du Droit International*” (Clunet).
2. As in the first four volumes, the year when the award was rendered may not coincide with the year when it was reported in one of these publications.
3. Some awards are reproduced both in English and in French. This is the case with awards that were originally published simultaneously in the “*Journal du Droit International*” (Clunet) and the “*Yearbook Commercial Arbitration*.”
4. The Analytical Table of Volume V covers all awards contained in the five Volumes of the *Collection of ICC Arbitral Awards*. A page number preceded by “I” refers to Volume I and if preceded by “II”, “III”, “IV” or “V” refers to Volume II, III, IV or to Volume V. Although the extracts of awards that figure in the first four volumes are not reproduced in Volume V, the reader can therefore limit his search to the Consolidated Analytical Table of Volume V and then look up the case extract in Volumes I, II, III, IV or V as the case may be.
5. From Volume II onwards, the Consolidated Analytical Table refers to the first page of the award and not necessarily the page where the point in question is to be found, which constitutes a change from Volume I. The reader will thus be directed to start reading the case from the beginning. In some cases, the reference will already be found in the summary, which will allow the reader to go straight to the part of the commentaries which sometimes follow the award. In other cases, the reference will have to be sought in the text of the award itself or, as may be, in the commentaries that follow, the reference being followed by the sign (c).
6. At the end of Volume V, the reader will find a Table of Cross-Referenced Cases to the “*Journal du Droit International*” (Clunet), the “*Yearbook Commercial Arbitration*” and “*The International Construction Law Review*,” for each of the awards published in Volumes I to V of this Collection. This table will enable the reader, looking at a given award, to rapidly obtain complete references in one or several of these three publications.

Introduction au cinquième volume

1. Ce cinquième volume du *Recueil des sentences arbitrales de la CCI* regroupe les sentences qui ont déjà été publiées entre 2001 et 2007 au “*Yearbook Commercial Arbitration*” et au “*Journal du Droit International*” (Clunet).
2. Comme dans les quatre premiers volumes, l’année durant laquelle la sentence a été rendue peut ne pas coïncider avec l’année de sa publication dans l’une de ces publications.
3. Certaines sentences sont reproduites tant en anglais qu’en français. C’est le cas de celles qui ont été à l’origine publiées simultanément au “*Journal du Droit International*” (Clunet) et au “*Yearbook Commercial Arbitration*”.
4. La Table analytique du cinquième volume couvre l’ensemble des sentences reproduites dans les cinq volumes du *Recueil des sentences arbitrales de la CCI*. Une page précédée d’un « I » renvoie au volume I et précédée d’un « II », « III », « IV » ou « V » au volume II, III, IV ou au volume V. Dans la mesure où les extraits de sentences qui figurent dans les quatre premiers volumes ne sont pas reproduits dans le cinquième, le lecteur limitera donc ses recherches à la Table analytique consolidée du volume V, puis se reportera, selon le cas, aux volumes I, II, III, IV ou V.
5. A compter du second volume, la Table analytique consolidée renvoie à la première page de la sentence et non pas nécessairement à la page où figure la référence recherchée, ce qui constitue un changement par rapport au premier volume. Le lecteur sera ainsi conduit à commencer la lecture de l’affaire à son début. Dans certains cas, la référence se trouvera déjà dans le sommaire, ce qui lui permettra en particulier de se reporter facilement à la partie du commentaire qui suit éventuellement la sentence. Dans les autres cas, la référence devra être recherchée dans le corps même de la sentence ou dans les commentaires qui la suivent, la référence étant alors suivie de la lettre (c).
6. A la fin du volume V, le lecteur trouvera une Table de correspondance des références au “*Journal du Droit International*” (Clunet), au “*Yearbook Commercial Arbitration*” et à “*The International Construction Law Review*”, de chacune des sentences publiée aux volumes I à V. Cette table permet ainsi au lecteur d’obtenir rapidement pour une sentence donnée ses références complètes dans l’une ou plusieurs de ces trois publications.

How to use this book?

First situation: the reader knows the case number

The reader who wishes to find the award rendered in case number 8938 will consult the Table of Cross Referenced Cases and find that this award figures at page 333 of Volume IV.

Second situation: the reader is looking for a specific issue

The reader who wishes to know whether a particular question has been an issue in an ICC arbitration, will consult the Consolidated Analytical Table of Volume V which will send him to the pages of the awards published in each of the five volumes which deal with the point in question.

The reader who is looking for a particular subject, should he not know the exact terminology in French or English, can consult one of the Key Word Indexes which will give him the corresponding notion in the other language if the same issue exists in the awards published in that other language.

Third situation: the reader wishes to give the complete references of an award

The reader will consult the Table of Cross-Referenced Cases and will thus obtain for each of the awards:

- on the one hand, its complete references in the “*Journal du Droit International*” (Clunet) or “*The International Construction Law Review*,” in particular with the mention of the initials of the author whose commentaries follow the award, and also in the “*Yearbook Commercial Arbitration*”;
- on the other hand, the indication of the volume and the page where it appears in the *Collection of ICC Arbitral Awards*.

Paris, January 2009

Jean-Jacques Arnaldez

Yves Derains

Dominique Hascher

Comment utiliser ce livre?

Premier cas : le lecteur connaît le numéro de l'affaire

Le lecteur qui souhaite par exemple trouver la sentence rendue dans l'affaire 9667 se reportera à la Table de correspondance des références et constatera qu'elle est publiée à la page 579 du volume IV.

Deuxième cas : le lecteur cherche une donnée spécifique

Le lecteur qui veut savoir si une question particulière a été abordée dans un arbitrage CCI, consultera la Table analytique consolidée du volume V qui le renverra aux pages des sentences publiées dans chacun des cinq volumes où la question est évoquée.

Un lecteur qui cherche un point particulier et ignore la terminologie exacte en anglais ou en français s'aidera de l'un des deux Index des mots-clés qui lui fournira la notion correspondante dans l'autre langue dans la mesure où le point en question est traité dans les sentences publiées dans cette langue.

Troisième cas : le lecteur souhaite donner les références complètes d'une sentence

Le lecteur se reportera à la Table de correspondance des références et obtiendra au regard de chacune des sentences :

- d'une part, ses références complètes au "*Journal du Droit International*" (Clunet) ou à "*The International Construction Law Review*" avec en particulier la mention des initiales de l'auteur des observations qui la suivent, ou encore au "*Yearbook Commercial Arbitration*";
- d'autre part, l'indication du volume et de la page de sa publication au *Recueil des sentences arbitrales de la CCI*.

Paris, janvier 2009

Jean-Jacques Arnaldez

Yves Derains

Dominique Hascher

Abbreviations / Abréviations

Arb Int	Arbitration International (London)
Bulletin ASA	Bulletin de l'Association suisse de l'Arbitrage (Bâle)
Bulletin ICC/CCI	The ICC International Court of Arbitration Bulletin / Bulletin de la Cour internationale d'arbitrage de la CCI (Paris)
DIS	Schriftenreihe des Deutschen Instituts für Schiedsgerichtswesen, Band 6, Band 8, Carl Heymanns Verlag KG, Köln, Berlin, Bonn, München
ICLR	The International Construction Law Review (London)
JDI	Journal du Droit International (Clunet) (Paris)
JIA	Journal of International Arbitration (Geneva)
Jahrbuch	Jahrbuch für die Praxis der Schiedsgerichtsbarkeit, Band, 1, 2, 3, 4, Verlag Recht und Wirtschaft, Heidelberg
RDAI	Revue de Droit des Affaires Internationales : International Business Law Journal (Paris)
Rev. Arb.	Revue de l'Arbitrage (Paris)
YB	ICCA Yearbook Commercial Arbitration (Deventer, The Netherlands)

Consolidated Analytical Table
of Awards published in
1974 – 2007

Table analytique consolidée
des sentences publiées en
1974 – 2007

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