Unofficial translation

LAW OF THE REPUBLIC OF UZBEKISTAN

ON INTERNATIONAL COMMERCIAL ARBITRATION

Adopted by the Legislative Chamber on August 5, 2020
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Chapter 1. General provisions

Article 1. Purpose of the present Law

The purpose of the present Law shall be to regulate relations in the field of activities of the international commercial arbitrations.

Article 2. The legislation on the international commercial arbitration

The legislation on the international commercial arbitration shall consist of the present Law and other legislative acts.

If an international treaty of the Republic of Uzbekistan establishes other rules than those provided for by the legislation of the Republic of Uzbekistan on international commercial arbitration, the rules of the international treaty shall apply.

Article 3. International origin and general principles of the present Law

In the interpretation of the provisions of the present Law, account shall be taken of its international origin and the need to promote uniformity in applying it, as well as observance of due diligence.

Issues falling within the scope of the present Law and not expressly resolved therein shall be subject to resolution in accordance with the general principles on which the present Law is based.

Article 4. The scope of application of the present Law

The present Law shall apply to international commercial arbitration in compliance with the agreements in force between the Republic of Uzbekistan and another state (states).

Disputes arising from all relations of commercial nature, both contractual and non-contractual, may be submitted to international commercial arbitration by agreement of the parties.

Provisions of the present Law - except for Articles 13, 14, 30, 31, 32, 51, and 52 - shall apply only if the place of arbitration is located in the Republic of Uzbekistan.

Arbitration shall be international in the following cases:

1) the commercial enterprises of the parties to the arbitration agreement are located in different states at the time of its conclusion; or

2) one of the following places is outside the state in which the parties have their commercial enterprises:

a) the place of arbitration, if specified in or pursuant to the arbitration agreement;

b) any place where a substantial part of the obligations arising out of the commercial relationship is to be performed, or the place with which the subject matter of the dispute is most closely connected; or

3) the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one country.

For the purposes of part 4 of this Article, when a party:

1) has more than one commercial enterprise, the enterprise, which has the closest connection with the arbitration agreement shall be considered the commercial enterprise;

2) does not have a commercial enterprise, its habitual location (place of residence) shall be taken into account.

The present Law shall not affect the effect of any other law of the Republic of Uzbekistan, by virtue of which certain disputes may not be submitted to arbitration or may be submitted to arbitration only in accordance with the provisions that do not constitute provisions of the present Law.

Article 5. Basic concepts and rules of interpretation

The following basic concepts shall be applied in the present Law:

arbitration — a procedure for resolving a dispute, regardless whether conducted by a permanent arbitration institution or by an arbitral court established to resolve a particular dispute;

arbitral institution — an organization administering international commercial arbitration;

arbitrator — a natural person appointed by the parties in an agreed manner to resolve a dispute by arbitration;

arbitral court — either a sole arbitrator or a panel of arbitrators;

court — the relevant court of the judicial system of the Republic of Uzbekistan.

If any provision of the present Law - except for Article 44 - gives the parties an opportunity to make a decision on a certain issue, the parties may entrust a third person, including an institution, to make such decision.

If any provision of the present Law refers to the fact that the parties have agreed upon, or that they may agree upon, or any other reference to an agreement of the parties, such agreement shall include any arbitration rules specified in that agreement.

If any of the provisions of the present Law - other than in paragraph 1 of part 1 of Article 41 and paragraph 1 of part 2 of Article 48 - has reference to a claim, it shall also apply to a counterclaim and if it has reference to an objection, the provision shall also apply to the objection to such counterclaim.

Article 6. Immunity of arbitrators and other participants in arbitral proceedings

The arbitrators, experts appointed by the arbitral court, the arbitral institution, and its employees shall not be liable to the parties or other persons for any act or omission in connection with the arbitral proceedings unless it is proved that such act or omission was intentional.

The persons referred to in the part 1 of this Article shall not be required to give any explanations on any matter relating to the arbitral proceedings or may not be called as witnesses in judicial or any other proceedings arising out as a result of the arbitral proceedings.

Article 7. Independence of the arbitral court

Arbitral courts shall be independent and autonomous in their activities. Any interference in the work of arbitral courts as well as direct or indirect influence on them shall be inadmissible and shall entail liability in accordance with the law of the Republic of Uzbekistan.

Article 8. Intervention limits of the court

No judicial interference in the activities of the arbitral court shall be permitted, except in cases where such interference is provided for in the present Law.

Article 9. Competence of the court

The functions specified in parts 3 and 4 of Article 16; part 3 of Article 18; Article 19; part 3 of Article 21; and part 2 of Article 50 of the present Law shall be performed by the economic courts of the Republic of Uzbekistan.

Article 10. Receipt of written correspondence

Unless otherwise agreed by the parties:

1) any written correspondence shall be deemed to have been received if it is delivered to the addressee in person or at his/her commercial enterprise at habitual location (residence) or mailing address. Where these cannot be ascertained by making a reasonable inquiry, a written correspondence shall be deemed to have been received if it is sent to the addressee at his/her last known commercial enterprise at habitual location (residence) or mailing address by registered mail or any other way, which envisages a registration of the attempt to deliver it;

2) the correspondence shall be deemed to have been received on the day of such delivery.

The provision of this Article shall not apply to correspondences in the course of judicial proceedings.

Article 11. Waiver of right to object

If the party who is aware of the fact that any provision of the present Law - from which the parties may derogate - or any requirement under the arbitration agreement has not been met, and yet continues to participate in the arbitration without stating objection to such non-compliance without undue delay, or if any time limit is envisaged for this purpose, then - at the expiration of such period - such party shall be considered to have waived his/her right to object.

Chapter 2. Arbitration agreement

Article 12. Definition and form of an arbitration agreement

An arbitration agreement shall be an agreement between the parties to submit to arbitration all or certain disputes that have arisen or may arise between them in connection with a certain legal relationship, regardless of whether or not it is of a contractual nature. An arbitration agreement may be made in the form of an arbitration clause in a contract or in the form of a separate agreement.

An arbitration agreement shall be made in writing.

An arbitration agreement shall be deemed to be made in writing if its contents are fixed in any form, regardless of whether or not the arbitration agreement or contract is made verbally, based on parties' conduct, or by other means.

The requirement to conclude an arbitration agreement in writing shall be satisfied by an electronic correspondence if the information contained therein is available for subsequent use.

Electronic correspondence shall mean any correspondence that the parties transmit by means of data communication; data communication shall mean information prepared, sent, received, or stored by electronic, magnetic, optical, or similar means, including, but not limited to electronic data exchange, electronic mail, telegraphic message, telex, or facsimile.

Furthermore, an arbitration agreement shall be deemed to be made in writing if it is concluded through an exchange of an arbitration request and statement of defense in which either party states that there is an agreement and the other does not object.

A reference in a contract to an instrument containing an arbitration clause shall constitute an arbitration agreement in writing, provided that the reference is such as to make the said clause part of the contract.

Article 13. Arbitration agreement and submission of a claim on the merits of the dispute to the court

The court before which an action is brought in respect of a matter which is the subject of an arbitration agreement shall - if either party so requests no later than the submission of its first statement on the merits of the dispute - refer the parties to arbitration unless it finds that the agreement is invalid, is no longer in force, or cannot be performed.

In the case of a claim referred to in part 1 of this Article, the arbitral proceedings may nevertheless be initiated or continued and an arbitral award rendered while the matter is pending before the court.

Article 14. Arbitration agreement and interim measures of the court

A party's appeal to the court before or during the arbitral proceedings for interim measures and the court's ruling on such measures shall not be deemed incompatible with the arbitration agreement.

Chapter 3. Composition and jurisdiction of the arbitral court

Article 15. Number of arbitrators

The parties shall be entitled to determine at their discretion the number of arbitrators. In the absence of such a determination, three arbitrators shall be appointed.

Article 16. Appointment of arbitrators

Unless otherwise agreed by the parties, no person shall be deprived of the right to act as an arbitrator by reason of his/her citizenship.

The parties shall be entitled to agree at their discretion on a procedure for the appointment of an arbitrator or arbitrators, subject to the provisions of parts 4 and 5 of this Article.

In the absence of such agreement:

1) in an arbitration with three arbitrators, each party shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. Should a party fail to appoint an arbitrator within thirty days after receiving a request to do so from the other party or should the two arbitrators fail to agree on a third arbitrator within thirty days of their appointment, the arbitrator shall be appointed by the court at the request of either party;

2) in an arbitration with a sole arbitrator - unless the parties agree on the selection of an arbitrator - the arbitrator shall be appointed by the court at the request of either party.

If, under the appointment procedure agreed upon by the parties:

1) either of the parties fails to follow such procedure; or

2) the parties, or two arbitrators cannot reach an agreement under such procedure; or

3) a third party - including an institution - fails to perform any function assigned to it under such procedure, any party shall be entitled to request the court to take the necessary measures, unless the agreement on the appointment procedure stipulates other means of securing the appointment.

A decision rendered by the court in accordance with parts 3 or 4 of this Article shall not be subject to appeal.

In appointing an arbitrator, the court shall have due regard to any requirements set for the arbitrator by the agreement of the parties and to such considerations that may secure the appointment of an independent and impartial arbitrator and - in the case of appointment of a sole or third arbitrator - shall also take into account the advisability of appointing an arbitrator of a citizenship other than citizenship of the parties.

Article 17. Grounds for challenge

In the case of an appeal to any person in connection with his/her possible appointment as an arbitrator, that person shall disclose any circumstances likely to give rise to reasonable doubts with regard to his/her impartiality or independence. An arbitrator shall - from the time of his/her appointment and throughout the arbitral proceedings - inform the parties without delay of any such circumstances if he/she has not previously notified them of such circumstances.

An arbitrator may be challenged only if circumstances exist that give rise to reasonable doubts with regard to his/her impartiality or independence or if he/she fails to comply with the requirements imposed by the agreement of the parties. A party may challenge an arbitrator whom it has appointed or in whose appointment it has participated only for reasons of which it becomes aware after the appointment has been made.

Article 18. Challenge procedure

The parties shall be entitled to agree at their discretion on a procedure for challenging an arbitrator, subject to the provisions of part 3 of this Article.

In the absence of such agreement, a party intending to challenge an arbitrator shall notify the reasons for the challenge in a written statement to the arbitral court within fifteen days after becoming aware of the formation of the arbitral court or of any of the circumstances referred to in part 2 of Article 17 of the present Law. Unless the arbitrator subject to challenge refuses from being appointed or the other party agrees to the challenge, the decision on the challenge shall be made by the arbitral court.

If in applying any procedure agreed upon by the parties or the procedure provided for in part 2 of this Article the challenge is not satisfied, the party making the challenge may - within thirty days from the date of receipt of the notification of the decision rejecting the challenge - file an application to the court for the satisfaction of the challenge. The court decision with respect to this plea shall not be subject to appeal.

While such an application is pending its resolution, the arbitral court - including the challenged arbitrator - shall be entitled to continue the arbitral proceedings and make an arbitral

award.

Article 19. Termination of the powers of an arbitrator

In the event that an arbitrator is unable either legally or actually to perform his/her functions or does not assume them for other reasons without undue delay, his/her authority shall terminate if the arbitrator refuses to be appointed or the parties agree on such termination.

In the event of disagreement as to any of the grounds provided for in part 1 of this Article, any party shall be entitled to apply to the court for a decision on termination of the effect of the authority. Such decision of the court shall not be subject to appeal.

If the arbitrator himself/herself refuses to be appointed or a party agrees to terminate his/her authority in accordance with this Article or part 2 of Article 18 of the present Law, it shall not mean acknowledgement of any of the grounds specified in this Article or in part 2 of Article 17 of the present Law.

Article 20. Appointment of a new arbitrator

If the authority of an arbitrator terminates under Articles 18 or 19 of the present Law or because of his/her withdrawal from appointment for any other reason or because of the revocation of his/her authority by agreement of the parties, as well as in any other case of termination of his/her authority, a new arbitrator shall be appointed in accordance with the rules that were applicable to the appointment of the arbitrator being replaced.

Article 21. Competence of the arbitral court to rule on its jurisdiction

The arbitral court shall be entitled to rule on its own jurisdiction, including on any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be construed as an agreement independent of the other terms of the contract. A decision by the arbitral court that the contract is invalid shall not entail, as a matter of law, the invalidity of the arbitration clause.

A statement that the arbitral court does not have jurisdiction may be made no later than submission of a defense statement. A party's appointment of an arbitrator or its participation in the appointment of an arbitrator shall not preclude a party from making such a statement. A statement that the arbitral court exceeds its jurisdiction shall be made as soon as the matter which a party considers to be beyond such limits is raised in the course of arbitral proceedings. The arbitral court shall be entitled to accept in any of these cases a statement made at a later date if it considers the delay to be justified.

The arbitral court shall be entitled to rule on the statement referred to in part 2 of this Article either as a preliminary matter or in an award on the merits of the dispute. If the arbitral court decides as on a preliminary matter that it has jurisdiction, any party shall be entitled to request the court - within thirty days after having received notice of the ruling - to rule on that matter, and such decision shall not be subject to appeal. While such request is pending its resolution, the arbitral court shall be entitled to continue the arbitral proceedings and make an arbitral award.

Chapter 4. Interim measures and preliminary rulings

Article 22. Power of arbitral court to order interim measures

Unless otherwise agreed by the parties, the arbitral court shall be entitled to order an interim measure at either party's request.

An interim measure shall be any temporary measure - regardless of whether prescribed in the form of an arbitral decision or in any other form - by which, at any time preceding the making of the decision by which the dispute is finally resolved, the arbitral court rules either party to:

1) maintain or re-establish the situation as it exists or existed prior to the resolution of the dispute;

2) take steps to prevent current or imminent harm, or harm to the arbitral court itself, or refrain from taking steps that might cause such harm;

3) provide means for the preservation of assets at the expense of which a subsequent arbitral award may be enforced;

4) preserve evidence which may be relevant to the case and be essential to the resolution of the dispute.

Article 23. Conditions for imposition of interim measures

The party requesting an interim measure pursuant to paragraphs 1, 2, and 3 of part 2 of Article 22 of the present Law shall convince the arbitral court that:

1) there may be harm that cannot be adequately remedied by an award of damages if such measure is not ordered, and that such harm substantially outweighs the harm that might be suffered by the party against whom the measure is ordered if the measure is ordered; and

2) there is a reasonable possibility that the requesting party will succeed on the merits of the claim. Any determination as to such a possibility shall not affect the arbitral court's discretion in making any subsequent determination.

With regard to a request for an interim measure under paragraph 4, part 2 of Article 22 of the present Law, the requirements provided for in paragraphs 1 and 2 of part 1 of this Article shall apply only insofar as the arbitral court considers it appropriate.

Article 24. Application for preliminary rulings and conditions for preliminary rulings

Unless otherwise agreed by the parties, a party shall be entitled to submit - without notice to any other party - a request for an interim measure together with an application for a preliminary ruling ordering a party not to prejudice the purpose of the interim measure sought.

The arbitral court shall be entitled to issue a preliminary ruling if it considers that prior disclosure of information concerning a request for an interim measure to the party to which it is being ordered may prejudice the purpose of the measure.

The conditions defined under Article 23 of the present Law shall apply to any preliminary ruling, provided that the harm to be assessed under part 1 of Article 23 of the present Law represents the harm which may or may not result from the issuance or non-issuance of the ruling.

Article 25. Special regime of preliminary rulings

Promptly after the arbitral court has ruled on an application for a preliminary ruling, the arbitral court shall notify all parties of the request for an interim measure, the application for a preliminary ruling, a preliminary ruling if any, and all other correspondence exchanges, including by reference to the content of any verbal communications, between any party and the arbitral court relating to the foregoing.

Simultaneously, the arbitral court shall give any party to whom a preliminary ruling is issued an opportunity to present its case as soon as possible.

The arbitral court shall decide promptly on any objection to a preliminary ruling.

A preliminary ruling shall expire twenty days after the date of its issue by the arbitral court. At the same time, the arbitral court shall be entitled to order an interim measure applying or modifying a preliminary ruling after notifying the party against whom the preliminary ruling is issued and giving it an opportunity to present its position.

A preliminary ruling shall be binding on the parties, however it shall not be enforceable in court. Such a preliminary ruling shall not constitute an arbitral award.

Article 26. Amendment, suspension, or revocation of interim measures

The arbitral court shall be entitled to amend, suspend, or revoke an interim measure it has ordered or a preliminary ruling it has issued at the request of any party or - in exceptional cases and upon prior notice to the parties - on the arbitral court's own initiative.

Article 27. Provision of security

The arbitral court shall be entitled to require the party requesting an interim measure to provide appropriate security in connection with that measure.

The arbitral court shall have the power to require the party requesting an interim measure to provide security in connection with that measure, should the arbitral court consider it appropriate or necessary.

Article 28. Information disclosure

The arbitral court shall be entitled to require any party to promptly disclose any material change in the circumstances upon which the measure has been requested or ordered.

The party applying for a preliminary ruling shall disclose to the arbitral court all circumstances that may be relevant to the arbitral court's determination to render or uphold the ruling, and this obligation shall continue until the party against whom the ruling is sought has been given an opportunity to present its position on the circumstances stated in the applicant party's information. Subsequently, part 1 of this Article shall apply.

Article 29. Costs and damages

The party requesting an interim measure or requesting a preliminary ruling shall be liable for any costs and damages caused by such measure or ruling to any party if the arbitral court later determines that - under such circumstances - the measure or ruling should not have been rendered. The arbitral court may award such costs and damages at any time during the proceedings.

Article 30. Acknowledgement and enforcement of interim measures

An interim measure ordered by the arbitral court shall be recognized as binding and - unless otherwise provided by the arbitral court - shall be enforced by application to the court, regardless of the place of arbitration, subject to the provisions of Article 31 of the present Law.

The party requesting acknowledgement or enforcement of an interim measure or party whose application is satisfied shall promptly notify the court of any cancellation, suspension or modification of that interim measure.

The court shall be entitled - if it deems it appropriate, to order the requesting party to provide appropriate security, if the arbitral court has not already ruled on the provision of security or if such ruling is necessary to protect the rights of third parties.

Article 31. Grounds for refusal to acknowledge or enforce an interim measure

Acknowledgement or enforcement of an interim measure may be refused only in the following cases:

1) at the request of the party against which it is directed, if the court finds that:

such refusal is justified by the grounds set out in paras 3-6 of paragraph 1 of Article 52 of the present Law; or

the decision of the arbitral court on the provision of security in connection with the imposition of interim measures issued by the arbitral court has not been complied with; or

the interim measure has been revoked or suspended by the arbitral court or - if authorized to do so - by a court of the state in which the arbitration is taking place or under the legislation of which that interim measure was ordered; or

2) if the court determines that:

the interim measure is inconsistent with the powers granted to the court, unless the court decides to reformulate the interim measure to the extent necessary to make it consistent with its own powers and procedures for the purposes of enforcing the interim measure and without changing its substance; or

any of the grounds set forth in paragraph 2 of part 1 of Article 52 of the present Law relate to the acknowledgement and enforcement of an interim measure.

Any determination made by the court on any of the grounds referred to in part 1 of this Article shall be valid only for the purposes of the application for acknowledgement and enforcement of the interim measure.

The court in which the acknowledgement or enforcement of an interim measure is sought shall not examine the merits of the interim measure in making this ruling.

Article 32. Power of the court to order interim measures

The court shall have the same power to order interim measures in connection with the arbitral proceeding, regardless of the place of arbitration, in accordance with the procedural legislation of the Republic of Uzbekistan and taking into account the peculiarities of international arbitration.

Chapter 5. Conduct of arbitral proceedings

Article 33. Equal treatment of the parties

The parties shall be treated equally and each party shall be given a reasonable opportunity to present its case.

Article 34. Determination of the rules of procedure

Subject to compliance with the provisions of the present Law, the parties shall be entitled to agree at their discretion on a procedure for the arbitral court to conduct the proceedings.

In the absence of such agreement, the arbitral court shall - subject to the provisions of the present Law - be entitled to conduct the arbitration in such manner as it considers appropriate. The powers granted to the arbitral court shall include the power to determine the admissibility, relevance, materiality, and significance of any evidence.

Article 35. Place of arbitration

The parties shall be entitled to agree at their discretion on the place of arbitration. In the absence of such agreement, the place of arbitration shall be determined by the arbitral court having regard to the circumstances of the case, including the factor of convenience for the parties.

Notwithstanding the provisions of the part 1 of this Article, unless the parties have agreed otherwise, the arbitral court shall be entitled to meet at any place that it considers appropriate for consultation between its members, for the hearing of witnesses, experts or parties, or for the inspection of goods, other property, or documents.

Article 36. Language of the arbitral proceedings

The parties shall be entitled to agree at their discretion on the language or languages to be used in the arbitral proceedings. In the absence of such agreement, the arbitral court shall determine the language or languages to be used in the proceedings. Such agreement or ruling shall - unless otherwise specified therein - apply to any written statement by a party, any hearing, and any arbitral award, ruling, or other notification of the arbitral court.

The arbitral court shall be entitled to order that any documentary evidence be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral court.

Article 37. Commencement of the arbitral proceedings

Unless otherwise agreed by the parties, arbitration in respect of a particular dispute shall commence on the day on which the request to submit that dispute to arbitration is received by the defendant.

Article 38. Representation in arbitral proceedings

The parties shall be entitled to conduct their cases in arbitration directly or through duly authorized representatives appointed by the parties at their discretion, including from among foreign organizations and citizens.

Article 39. Arbitration request and defense statements

During the period agreed upon by the parties or determined by the arbitral court, the plaintiff shall state the facts supporting his/her claim, the issues to be resolved, and the content of his/her claims, and the defendant shall state his/her objections to these matters, unless the parties have agreed otherwise on the necessary elements of such statements.

Together with their arbitration requests, the parties shall be entitled to submit all documents they deem relevant to the case, or make reference to documents or other evidence which they will later present.

Unless otherwise agreed by the parties, during the course of the arbitral proceedings either party shall be entitled to amend or supplement its arbitration requests or defense statements, unless the arbitral court considers it inappropriate to do so in view of the undesirability of delaying the arbitral proceedings.

Article 40. Hearing and written proceedings

Subject to compliance with any agreement of the parties to the contrary, the arbitral court shall decide whether to hold an oral hearing for the presentation of evidence or oral arguments or

to conduct the proceedings on the basis of documents and other materials only. However, unless the parties have agreed not to hold an oral hearing, the arbitral court shall hold such a hearing at an appropriate stage of the proceedings at the request of either party.

The parties shall be given sufficient advance notice of any hearing and of any session of the arbitral court for the purpose of inspection of goods, other property, or documents.

All statements, documents, or other information submitted by a party to the arbitral court shall be communicated to the other party. The parties shall also be provided with any expert opinions or other documents constituting evidence on which the arbitral court may rely in making its decision.

Article 41. Failure to produce documents or nonappearance of a party

Unless otherwise agreed by the parties, in cases where, without showing valid cause:

1) the plaintiff fails to present his/her arbitration request in accordance with part 1 of Article 39 of the present Law, the arbitral court shall terminate the proceedings;

2) the defendant fails to communicate his/her statement of defense in accordance with part 1 of Article 39 of the present Law, the arbitral court shall continue the proceedings without treating such failure to communicate in itself as an admission of the plaintiff's allegations;

3) any party fails to appear at the hearing or fails to present documentary evidence, the arbitral court shall be entitled to continue the proceedings and make an award on the basis of the evidence before it.

Article 42. Expert appointed by the arbitral court

Unless otherwise agreed by the parties, the arbitral court shall be entitled to the following:

1) appoint one or more experts to give him/her an opinion on specific matters to be determined by the arbitral court;

2) require a party to provide the expert with any relevant information or produce for examination, or allow examination of any documents, goods, or other property relevant to the case.

Unless otherwise agreed by the parties, if a party so requests or if the arbitral court considers it necessary, the expert shall - after delivery of his/her written or oral report - participate in an oral hearing where the parties have the opportunity to put questions to him/her and to present expert witnesses in order to testify on the disputed points at issue.

Article 43. Assistance of the court in obtaining evidence

The arbitral court or a party with the consent of the arbitral court shall be entitled to apply to the court for assistance in obtaining evidence.

The court shall be entitled to satisfy such application within its competence and in accordance with the procedure established by the procedural legislation of the Republic of Uzbekistan.

Chapter 6. Adoption of an arbitral award and termination of proceedings

Article 44. Rules applicable to the merits of the dispute

The arbitral court shall resolve the dispute in accordance with such rules of law as the parties have chosen as applicable to the merits of the dispute.

Unless otherwise indicated, any designation of a state's law or system of law shall be construed as making direct reference to the substantive law of that state and not to its rules concerning conflict of laws.

In the absence of any designation by the parties, the arbitral court shall apply the law determined in accordance with the conflict of laws rules it considers applicable.

The arbitral court shall decide in equity or as an "amiable compositeur" only if the parties have expressly authorized it to do so.

In all cases, the arbitral court shall decide in accordance with the terms of the contract and taking into account the commercial customs applicable to the transaction in question.

Article 45. Decision-making by the panel of arbitrators

When the arbitral proceedings are conducted by more than one arbitrator, any decision of the arbitral court shall be made by a majority vote of all members of the arbitral court, unless the parties have agreed otherwise.

However, procedural issues may be resolved by the presiding arbitrator if he/she is authorized to do so by the parties or all members of the arbitral court.

Article 46. Settlement agreement

If during the course of the arbitral proceedings the parties settle the dispute, the arbitral court shall terminate the proceedings and shall - at the request of the parties and in the absence of objections from the arbitral court - record the settlement in the form of an arbitral award on agreed terms.

An arbitral award on agreed terms shall be made in accordance with the provisions of Article 47 of the present Law and shall state that it constitutes an arbitral award. Such an arbitral award shall have the same force and effect as any other arbitral award on the merits of the dispute.

Article 47. Form and content of an arbitral award

An arbitral award shall be made in writing and signed by the sole arbitrator or arbitrators. In arbitral proceedings conducted by more than one arbitrator, the signatures of a majority of all members of the arbitral court shall be sufficient, provided that the reason for absence of any signature is stated.

An arbitral award shall state the reasons upon which it is grounded, except where the parties have agreed that no reasons shall be given or where the arbitral award is a decision on agreed terms pursuant to Article 46 of the present Law.

The arbitral award shall specify its date and the place of arbitration as defined in accordance with part 1 of Article 35 of the present Law. The arbitral award shall be deemed to have been made at the place of arbitration.

Once an arbitral award is made, each party shall be served with a copy signed by the arbitrators in accordance with part 1 of this Article.

Article 48. Termination of the arbitral proceedings

The arbitral proceedings shall terminate with a final arbitral award or a ruling of the arbitral court issued in accordance with part 2 of this Article.

The arbitral court shall resolve on the termination of the arbitral proceedings the following cases when:

1) the plaintiff withdraws his/her claim, unless the defendant raises an objection to the termination and the arbitral court recognizes the defendant's legitimate interest in the final settlement of the dispute;

2) the parties agree to terminate the proceedings;

3) the arbitral court finds that continuation of the proceedings has otherwise become unnecessary or impossible.

The powers of the arbitral court shall terminate simultaneously with the termination of the arbitral proceedings, except for the power to apply the provisions of Article 49 and part 4 of Article 50 of the present Law.

Article 49. Correction and interpretation of the arbitral award; an additional arbitral award

Unless otherwise agreed by the parties, within thirty days of receipt of the arbitral award, either party shall - with notice to the other party - be entitled to request the arbitral court for the following:

1) correct any errors of calculation, clerical or typographical errors, or other errors of a similar nature in the arbitral award;

2) give an interpretation of a particular paragraph or part of the arbitral award, if so agreed by the parties.

If the arbitral court considers that such a request is reasonable, it shall make the appropriate corrections or provide an interpretation within thirty days of receipt thereof. Such interpretation shall become an integral part of the arbitral award.

The arbitral court shall be entitled to correct on its own initiative any errors referred to in part 1 of this Article within thirty days of the date of the arbitral award.

Unless otherwise agreed by the parties, either party, with notice to the other party, shall be entitled to request the arbitral court within thirty days of receipt of the arbitral award to make an additional award as to claims made during the arbitral proceedings, but not reflected in the arbitral award. The arbitral court shall issue within sixty days an additional award if it finds the request justified.

If necessary, the arbitral court shall be entitled to extend the period of time within which it shall correct, interpret, or make an additional award at the request of the parties in accordance with parts 1 or 4 of this Article.

The provisions of Article 47 shall apply to the correction or interpretation of the arbitral award or to the additional award.

Chapter 7. Appeal against an arbitral award

Article 50. Revocation statement as an exclusive means of appeal against an arbitral award

An appeal to a court against an arbitral award may be made only by means of submission of a revocation statement in accordance with parts 2 and 3 of this Article.

An arbitral award may be revoked by the court in the following cases:

1) if the party applying for revocation presents evidence that:

one of the parties to the arbitration agreement referred to in Article 12 of the present Law was in any way incapable; or the agreement is invalid under the law to which the parties have subjected it or - in the absence of any indication of such law - under the legislation of the Republic of Uzbekistan; or

it has not been duly notified of the appointment of an arbitrator or of the arbitral proceedings, or for other reasons has been unable to present its arguments; or

the arbitral award is made on the dispute the resolution of which is not envisaged for arbitration, or not subject to the conditions of the application to arbitration, or contains rulings on matters beyond the scope of the arbitration agreement. However, if the rulings on matters subject to arbitration can be separated from those not subject to arbitration, only that portion of the arbitral award, which contains rulings on matters not subject to arbitration may be revoked; or

the composition of the arbitral court or the arbitral procedure were not in compliance with the agreement of the parties, unless such agreement is inconsistent with any provision of the present Law from which the parties may not derogate, or, in the absence of such agreement, were inconsistent with the present Law; or

2) if the court determines that:

the subject matter of the dispute is not subject to arbitration under the legislation of the Republic of Uzbekistan; or

the arbitral award is contrary to the public order of the Republic of Uzbekistan.

A revocation statement may not be submitted after three months from the date when the party making that statement received the arbitral award or, if a request has been made under Article 49 of the present Law - from the date of the arbitral court decision on that request.

In the case of a revocation statement, the court shall be entitled - if appropriate, and at the request of one of the parties - to suspend revocation proceedings for a period of time specified by it, in order to give the arbitral court an opportunity to resume the arbitral proceedings or to take other actions which, in the opinion of the arbitral court, would eliminate the grounds for revoking the arbitral award.

In considering a revocation statement, the court shall not be entitled to review the award on the merits.

Article 51. Acknowledgement and enforcement of an arbitral award

The arbitral award, regardless of the country in which it was made, shall be recognized as binding and, upon written application to the court, shall be enforced in accordance with the provisions of this Article, Article 52 of the present Law, and the legislation of the Republic of Uzbekistan governing the recognition and enforcement of arbitral awards.

The party relying on the arbitral award or applying for its enforcement shall submit the original arbitral award or a duly certified copy thereof, as well as the original copy of the arbitration agreement or a duly certified copy thereof.

If the arbitral award or agreement is not in the state language of the Republic of Uzbekistan, at the request of the court the party shall submit a duly certified translation of these documents into the state language of the Republic of Uzbekistan.

Article 52. Grounds for refusal to acknowledge or enforce an arbitral award

Acknowledgement or enforcement of an arbitral award, regardless of the country in which it was made, may be refused only in the following cases:

1) at the request of the party against whom it applies, if that party submits to the court before which acknowledgement or enforcement is sought proof of the fact that:

either of the parties to the arbitration agreement referred to in Article 12 of the present Law was in any way incapable; or the agreement is invalid under the law to which the parties have subjected it or, in the absence of any indication of such law, under the law of the country where the award was made; or

the party against whom the award is made has not been duly notified of the appointment of an arbitrator or of the arbitral proceedings or for other reasons has been unable to present its arguments; or

the arbitral award is made on the dispute the resolution of which is not envisaged for arbitration, or not subject to the conditions of the application to arbitration, or contains rulings on matters beyond the scope of the arbitration agreement. However, if the rulings on matters subject to arbitration can be separated from those not subject to arbitration, that portion of the award which contains rulings on matters subject to arbitration may be acknowledged and enforced; or

the composition of the arbitral court or the arbitral procedure were not in compliance with the agreement of the parties or, in the absence of such agreement, were not in compliance with the law of the country where the arbitration took place; or

the arbitral award has not yet become binding on the parties or has been revoked or suspended by a court of the country in which, or under the law of which, it was made; or

2) if the court determines that:

the subject matter of the dispute is not subject to arbitration under the legislation of the Republic of Uzbekistan; or

acknowledgement and enforcement of the arbitral award is contrary to the public order of the Republic of Uzbekistan.

If an application for annulment or suspension of an arbitral award has been filed with the court referred to in para 6 of paragraph 1 of part 1 of this Article, the court where acknowledgement or enforcement is sought may - if it deems it appropriate - postpone its award and may also, upon application of the party requesting acknowledgement or enforcement of the award, oblige the other party to provide appropriate security.

Chapter 8. Final provisions

Article 53. Confidentiality of arbitration

Unless otherwise agreed by the parties, the arbitral proceedings and all documents prepared for and in the course of the arbitration shall be confidential, unless the disclosure of such information:

1) is a party's statutory duty;

2) is aimed at protection or exercising of rights and legitimate interests of third parties;

3) is necessary for execution or contestation of an arbitral award in court.

Article 54. Ensuring execution, communication, explanation of essence and meaning of the present Law

The Ministry of Justice of the Republic of Uzbekistan, the Chamber of Commerce and Industry of the Republic of Uzbekistan, and other involved organizations shall ensure the execution of the present Law, its communication to the executors, and explanation of its essence and meaning among the population.

Article 55. Bringing the legislation into compliance with the present Law

The Cabinet of Ministers of the Republic of Uzbekistan shall:

Bring Governmental decisions into compliance with the present Law;

Ensure reviewing and abolishing by the State government bodies of their regulatory-legal acts contradicting with the present Law.

Article 56. Entry into force of the present Law

The present Law shall enter into force six months after the date of its official publication and shall apply to international commercial arbitration, commenced after the entry into force of the present Law in accordance with an arbitration agreement, regardless of when it was concluded.

President of the Republic of Uzbekistan SH. MIRZIYOYEV

Tashkent city,
February 16, 2021,
No. ZRU-674