

PRINCIPLES OF ARBITRATION AND THEIR IMPACT ON THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION ATTACHED TO THE CZECH CHAMBER OF COMMERCE AND THE AGRARIAN CHAMBER

ZÁSADY ARBITRÁŽE A ICH VPLYV NA KONANIE PRED ROZHODCOVSKÝM SÚDOM PRI ČESKEJ OBCHODNEJ KOMORE A AGRÁRNEJ KOMORE ČESKEJ REPUBLIKY

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ABSTRACT

The development of arbitration as an alternative means of settling private law disputes is based on the application of generally accepted principles, which influence the legal regulation of decision-making processes and the procedural rules of arbitral bodies. These principles constitute, on the one hand, substantive rules that govern arbitral tribunals' approach to disputes and their parties, as well as the conditions for their consideration. On the other hand, they highlight the procedural aspects of dispute resolution by arbitration. The paper begins by defining the principles of arbitration proceedings and then focuses on analysing how these principles are reflected in the Rules of Procedure of the Arbitration Court attached to the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic. Further, it examines how the principles have influenced the development and changes to the Rules in due to the modernisation trends in arbitration proceedings overall. The paper finally aims to highlight some issues connected with the implementation of the principles in the Arbitration Court's decision-making process.

ABSTRAKT

Rozhodčí řízení jako alternativní způsob řešení sporů v oblasti soukromého práva se ve světě rozvíjí na základě uplatňování obecně uznávaných zásad, které ovlivňují právní úpravu rozhodování a procesní pravidla postupu rozhodčích soudů. Tyto zásady tvoří jednak hmotněprávní pravidla, která upravují přístup rozhodčích soudů ke sporům, jeho účastníkům i podmínkám pro projednání předloženého sporu, a jednak pravidla upravující procesní aspekty rozhodování sporů v rozhodčím řízení. Článek nejprve vymezuje jednotlivé zásady rozhodčího řízení a následně se zaměřuje analýzu toho, jak se promítají do Jednacího řádu Rozhodčího soudu při Hospodářské komoře a Agrární komoře České republiky a na to, jak ovlivnily vývoj a průběžné změny tohoto řádu v souladu s obecnými trendy modernizace rozhodčího řízení. V návaznosti na to se článek snaží poukázat na některé problémy spojené s uplatňováním uvedených zásad v rozhodovací praxi soudu.

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I. INTRODUCTION

Alongside the intensification of international relations and the increase of international trade contracts, the number of disputes arising during the implementation of these transactions has increased accordingly. The standard method of resolving these disputes, which involves the intervention of a public authority enforcing the substantive law governing the contractual relationship, is often hindered by the applicability limits of the governing law and the powers of the enforcing authorities in cross-border disputes. In simple terms, national law in one country requiring parties to a dispute to comply with court-ordered remedies is not enforceable abroad against the will of a party domiciled in another country, due to the absence of legal instruments necessary to enforce the judgment. The reason for this is not, as might be assumed, a reluctance to accept the application of foreign law, but rather the party's unwillingness to recognise the authority and impartiality of a foreign decision-making body applying the latter's national law for the purpose of dispute resolution. Consequently, as international trade developed, procedures were established through which disputing parties could initiate the out-of-court resolution of their contradictory issues and settle their relations. These procedures are generally referred to as ADR (alternative dispute resolution).³

Throughout the past decades, various methods and forms of alternative dispute resolution (ADR) have emerged, largely influenced by the cultural and historical traditions of different countries and regions. However, all of these methods have one thing in common: they are all based on private law, which means, they do not involve state authorities. Arbitration, carried out by independent ad hoc arbitrators or arbitral tribunals affiliated to non-state arbitration institutions, is the most effective form of ADR in commercial relations today. The independence of international arbitration from state influence plays a decisive role in the effective resolution of cross-border disputes between international merchants. The 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (see below for more details), which has been ratified by most states worldwide, guarantees the recognition and enforceability of arbitral awards by the obliged party's courts.

II. GOAL AND METHODS

In our paper, we focus on the impact and importance of arbitration proceedings principles in resolving international commercial disputes through arbitration institutions. As first, we identify the basic principles that govern arbitration proceedings globally, as compared to the principles that govern proceedings before ordinary courts. Having outlined these rules, we will examine the impact of these principles on the proceedings run by the largest and most esteemed arbitration institution in the Czech Republic - the Arbitration Court of the Czech Chamber of Commerce and Agrarian Chamber of the Czech Republic (hereafter referred to as the 'Arbitration Court'). This analysis follows the current version of the Rules of Procedure of the Arbitration Court, which were updated on 1 January 2025. The aim of this analysis is to highlight some problematic issues accompanying the practical implementation of these rules. Among others, we focus on the exclusion of consumer disputes from the scope of arbitration by the Czech legislator as a consequence of an extensive interpretation of the EU Consumer Protection Directive (2011). We will compare this solution with the one chosen by the Slovak legislature with focus on a possible reintroduction of the latter to Czech arbitration proceedings.

The paper was compiled using research methods generally applicable. The use of the analytical method is complemented by the historical method in comparing the rules reflecting

³ ROVINE, A. W. (ed.). *Contemporary Issues in International Arbitration and Mediation*. IV: The Theory and Philosophy of International Arbitration. The Fordham Papers 2009. Leiden: Martinus Nijhoff Publishers, 2010, p. 205- 242).

the general principles of international arbitration. The comparative method is used in analysing the approach of Slovak legislation to consumer dispute resolution through arbitration as well as in comparison to the decision of the latter by the ordinary courts.

III. PRINCIPLES OF ARBITRATION

Arbitration and the rules governing the process can be characterised fairly well by reminding certain general principles characteristic for arbitration proceedings overall⁴. The arbitration proceedings, praised for their efficiency and speed, and, furthermore, consistently promote the standards of fairness and effectiveness. Both its substantive and procedural principles ensure fair and efficient adjudication, providing all parties involved with a feeling of certainty and confidence. Moreover, compared to traditional court litigation, arbitration offers substantial advantages such as informality, speed, flexibility and confidentiality, which further enhance its appeal to merchandisers, who are known for trying to avoid complicated legal procedures wherever possible.

Let us therefore examine the guiding principles of arbitration, which aim to establish a dispute resolution process that is impartial, fast and reliable. These principles protect the rights and interests of all parties, fostering confidence in the fairness and impartiality of the process.

To understand the role and function of the principles correctly, it is necessary to define the starting point for their correct understanding. The latter are not principles in the sense of rules supplementing or replacing the underlying substantive law of the legal relations between the parties and the dispute to be resolved (e.g. the principles of good faith or *pacta sunt servanda*). Instead, they characterise the arbitrator's or arbitral tribunal's approach to resolving the dispute submitted by the parties. These principles differ from some of those governing judicial proceedings before ordinary courts (e.g. the principles of formality and publicity). Naturally, some principles are common to both arbitral and judicial proceedings, such as the principles of equality of the parties, independence of the arbitrator/judge and legal protection of the parties, reflecting the main functions of dispute resolution by arbitration and the requirements placed on it.

3.1. Substantive Principles

We must start with the interlinked *principles of party autonomy and contractual freedom*. The principle of party autonomy refers to the role of the autonomous will of the parties when they decide to replace the exercise of the state authority. Party autonomy is the guiding principle in determining the procedure to be followed in arbitration proceedings. It is a principle that has been endorsed not only in national laws, but by international arbitral institutions and organisations in their Statutes and Rules of Proceedings. Party autonomy is expressed not only in the parties' choice of substantive law applicable to the dispute, but also in the procedures shaping the rules to be applied in the arbitration.

As regards the choice of substantive law the principle refers to the rule, grounded in a number of international conventions, that the arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. See for e.g., the Geneva Convention (1961)⁵ or the Rome Convention (1980)⁶. Many of the arbitration rules of the arbitral institutions also

⁴ To the principles in general BERGER K. P. General Principles in International Commercial Arbitration: How to Find Them, How to Apply Them. *World Arbitration and Mediation Review*. 2011, Vol. 5 No. 2, p. 307 et seq.

⁵ European Convention on International Commercial Arbitration, Geneva, 1961. For its importance see in more details see FOUCHARD P., GOLDMAN B., GAILLARD E.: *Fouchard, Gaillard, Goldman on International Commercial Arbitration*. Hague: Kluwer Law International, 1999, p. 998 et seq.

⁶ Rome Convention on the Law Applicable to Contractual Obligations, 1980. For a comprehensive analysis of the principle

reflect these provisions. Limitations to the parties' freedom of choice usually stem from lack of *bona fide* authenticity, illegality, or offence against public policy.⁷

Considering the procedural aspects, party autonomy doctrine maintains the parties' right to choose the rules of procedure that are to be applied in the arbitral proceedings. This right is also supported by international conventions, such as the New York Convention (1958) which provides, in art. V (1) d, that an award may be refused recognition "if the procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place."⁸

The appointment of arbitrators is a matter of procedure but is not expressly referred to in either of the abovementioned international conventions, which instead refer to the procedure to be applied by the arbitral tribunal once constituted. However, party autonomy is reflected (and thus acknowledged) in this phase of the arbitration proceedings as well. In fact, the authors refer to party autonomy as "the main regulator of the appointment process"⁹

Further on, a very important rule is contained in the *principle of informality and flexibility*. The parties can customize the arbitral process to their needs—eliminating legal rules or trial techniques that might prove inconvenient or unsuitable while maintaining procedural elements necessary to achieve fairness, finality, and functionality.

The legal rules on arbitration procedures are considerably more efficient and adaptable than those applied in proceedings before the ordinary judicial courts. The latter are characterized by their sluggish pace and strict formalism, which can often result in significant delays and procedural errors. By contrast, arbitration processes are typically more functional and flexible, allowing for a more streamlined and effective resolution of disputes.

Compared with court proceedings, a lower level of formality allows parties, for example, to submit as evidence documents in a language other than that of the arbitral proceedings, or to present their arguments – with consent of the arbitration body - without the strict time frames set by civil procedural rules.

Principle of flexibility in connection with the one of party autonomy is especially for the international commercial arbitration so important that the latter would not exist if parties were not offered the flexibility to decide on the multiple aspects of the arbitral proceedings.¹⁰

A very important principle specific to arbitration is the *principle of privacy*. Unlike judicial proceedings, where the disclosure to publics mostly can't be avoided, arbitration requires that arbitrators and parties maintain confidentiality, i.e. keep all relevant information confidential. Unlike court proceedings, arbitration hearings and documents are usually not open to the public.

Arbitration is a legal process for resolving private disputes in which the relationship between the parties and the arbitrators is also kept as disclosed. This means that the arbitration process and the arbitrator's final decision remain confidential between the parties, arbitrators, and arbitral institutions.

Notwithstanding the above, however, the principle of confidentiality is usually no longer unconditionally respected, when the losing party seeks judicial review of the arbitral award which is decided by the judicial courts and, hence, open to public scrutiny. However, courts will only review awards on specific issues, generally related to procedural errors. For instance,

of the party autonomy in arbitration, see SHELKOPLYAS, N. *The Application of EC Law In Arbitration Proceedings*. Hague: Europa Law Publishing, 2003, p. 264 et seq.

⁷ REDFERN A., HUNTER M.: *Law and Practice of International Commercial Arbitration*, 2nd ed., London: Sweet & Maxwell, 1999, p. 169.

⁸ See SCHAFER E., VERBIST H., IMHOOS Ch.: *ICC Arbitration in Practice*. Hague: Kluwer Law International, 2005, p. 98 -9.

⁹ LEW J.D.M., MISTELIS L. A., KROLL S.M.: *Comparative International Commercial Arbitration*. The Hague: Kluwer Law International, 2003, p.123.

¹⁰ CARBONNEAU T.E.: *The Law and Practice of Arbitration*, 5th ed., 2015, JurisNet, LLC, p. 50.

under the AAP, the judicial review of awards is limited to the reasons enumerated in exhaustive way in its provisions.

Tied to the above principle of flexibility of the arbitration institutions is the *principle of suitability and specialization*. It includes the right of the parties to select the arbitrators, this in the form of a sole arbitrator or of a panel of arbitrators. Such possibility allows the parties to choose arbitrators who are knowledgeable about the dispute's subject matter, unlike the official appointment of judges in state courts who are often less likely to possess the same level of technical expertise in the merits of disputes that come before them compared to the lawyers who represent the parties.¹¹

It is known that different commercial relationships have varying subject matters that require specific knowledge and expertise to properly comprehend their scope. Therefore, when appointing an arbitrator or an arbitral tribunal to settle a dispute, it is advisable for all parties involved to prioritize expertise and specialization. This approach guarantees that the selected arbitrators possess the qualifications to deliver a timely, impartial, and fair decision.

Furthermore, contrary to being a judge, arbitrators are not required to be lawyers but can be of any profession or expertise. Nonetheless, some rules require at least one arbitrator to be a legal professional when dealing with a panel of arbitrators.¹²

The *principle of expeditiousness and cost effectiveness* relates to the celerity or speediness that is a fundamental aspect of the arbitration process, requiring that proceedings be conducted within reasonable timeframes. This principle involves resolving disputes continuously and uninterrupted, free from obstacles and delays that are common in ordinary judicial proceedings. Many arbitral institutions have established a maximum period within which the arbitral tribunal must issue an award.

This principle is one of the most important in the arbitration framework, dictating that arbitration procedures are usually processed much more quickly than judicial processes. Arbitration institutions generally establish timeframes for the arbitrators to render an award, usually between six and eighteen months, in contrast, litigation is known to last for several years.

Cost effectiveness is closely tied to the expeditiousness: contrary to court litigation which often requires several hearings with intervals of more months and, therefore, may run for years, an arbitral tribunal or sole arbitrator will often try to concentrate the oral hearing into a couple of days and thus reduce unnecessary preparation and re-preparation efforts of the parties and their legal counsel.

Because the arbitrators typically have substantially lighter caseloads than judges at courts, there are often fewer delays in arbitration cases, and these proceedings can get underway sooner than they would likely start in the traditional court system.

When parties disagree on a timeframe for certain process or action, the arbitral institution may establish the timeframe for the concerned procedure by itself. This ensures that parties involved in the dispute clearly understand the expected timeline and can plan accordingly. It is important to note that the timeframe can be at any time mutually agreed upon by the parties involved, but if no agreement is reached, the decision of the arbitral institution will be final and

¹¹ HADERSPOCK B. *Guiding Principles of Commercial Arbitration and Its Advantages Compared to Traditional Litigation*. ABA, 2024. Available online https://americanbar.org/groups/dispute_resolution/resources/just-resolutions/2024-june/guiding-principles-commercial-arbitration-advantages-compared-to-traditional-litigation/.

¹² It should also be noted that in states with restrictive arbitration statutes rule that allow only lawyers to serve as arbitrators give no option to choose a non-lawyer arbitrator with specialized knowledge and expertise (RAMPALL Y. D., FEEHILY R.: *The sanctity of party autonomy and the powers of arbitrators to determine the applicable law: The quest for an arbitral equilibrium*, Harvard Negotiation Law Review, 2018, vol. 23, p. 47).

binding.¹³

On this occasion, it should be noted that, notwithstanding the above rules for determining the time frame for proceedings, a number of circumstances may arise that could render the declared maximum time limits for the length of proceedings illusory. These circumstances include delays in obtaining documents for the taking of evidence, additional submissions made by the parties during the proceedings, changes in the parties' legal representatives during the proceedings, delays in obtaining the parties' submissions at the court's request etc. Nevertheless, the length of proceedings in general, i.e., from the perspective of the parties' choice of arbitration as their preferred method of dispute resolution, is one of the criteria for evaluating the overall effectiveness of a particular arbitration institution.

Not least in terms of their importance, it is necessary to underscore the *principles of impartiality and independence*. Impartiality and independence are often used synonymously to reflect the unbiased quality that arbitrators are expected to possess. While often used interchangeably, they are conceptually different, albeit linked.

Independence means that the arbitrator should not be connected to any of the parties involved in a dispute, including their lawyers and the issue being debated. Impartiality, on the other hand, means that the arbitrator should not show favouritism or bias towards any of the parties involved.

Arbitrators are expected to perform their duties impartially and independently. This means that they should not have any affiliation or inclination towards one of the parties. Moreover, they are required to disclose any information that may affect their impartiality or independence. This is necessary to maintain the perception of fairness and objectivity throughout the arbitration process.

Arbitrators are responsible for rendering decisions that align with the contractual agreement between parties and the pertinent rules of procedure.

Unbiased judgment is also emphasized as a fundamental component of equity. Therefore, arbitrators are required to maintain complete impartiality and refrain from having any vested interests, whether financial or otherwise, in the outcome of the case.¹⁴

3. 2 Procedural Principles of Arbitration: fair and equal opportunity to be heard.

At its core, due process is the legitimate expectation of a party appearing before a decision maker that it has the right to be protected from arbitrary, discriminatory, or unfair treatment. Due process encapsulates several principles as key rules of procedural fairness recognized both by international customs and conventions and by the domestic legal rules of developed legal systems.¹⁵

Within these limits, certain of the above procedural principles apply also to the legal regulation of fair proceedings in arbitration, starting with the *principle of equality of the parties*. The principle of equality of the parties is a fundamental element of the administration of justice and is a fundamental legal principle protected by most Constitutions.

The principle dictates that every party to a legal dispute should have an equal opportunity to present its case and assert its rights. There should be no partiality or bias, and the judge should remain independent and impartial towards the participants throughout the entire proceedings.

¹³ DOBIÁŠ P.: The Instruments of Expeditionness and Efficiency of the Arbitral Proceedings in the Rules of the International Arbitral Courts. *International and Comparative Law Review*, 2024, vol. 24, No. 1, DOI: 10.2478/iclr-2024-0013.

¹⁴ FEEHILY R.: Neutrality, Independence and Impartiality in International Commercial Arbitration, A Fine Balance in the Quest for Arbitral Justice. *Pennsylvania State Journal of Law & International Affairs*. 2019, vol. 88, iss.1/19 Online at: <https://elibrary.law.psu.edu/jlia/vol7/iss1/19>.

¹⁵ For more details see ANDREWS N.: Andrews on civil proceedings, vol. II: *Arbitration & Mediation*, Oxford University Press, 2017. p. 269 et seq.

Further on, the *principle of immediacy* in the oral procedural system involves the interaction of the judge in the reception of the evidence, hearing of the parties, witnesses, and experts, allowing a decision making based on the quality information obtained in the proceedings.

This principle is related to the oral aspect of arbitration proceedings which permits direct communication between arbitrators and the involved parties. It indicates the promptness of the proceedings that requires a constant connection between the arbitrators and the parties, which ultimately results in a more accurate resolution.

The next principle is that of *adversarial proceedings*. This principle constitutes a criterion guiding proceedings before both arbitral tribunals and general courts. It expresses the right and opportunity of every person to confront the evidence presented at trial and deny the assertions made by the of the other party, therefore, ensuring that both parties are able to defend themselves equally.

It is essential that the arbitrator, similarly to the judge, grants the parties to the dispute a fair opportunity to present their case, together with all relevant evidence supporting their arguments. Failure to do so would render any decision issued by this arbitrator unfair and biased.

Finally, we must mention the *principle of single instance procedure*, which, unlike the previous principle, significantly distinguishes arbitration from trials running by general courts. It means that appeals against arbitral awards are generally either unavailable or inapplicable.

Furthermore, in accordance with the independence of arbitrators or arbitral tribunals, it is characteristic for the procedure of arbitration that, except in very limited cases, the arbitral award is not subject to judicial review in terms of the merits of the decision, i.e., the existence of any legal or factual errors.

Arbitral awards are considered final and binding for all parties involved. Whenever an arbitrator or arbitral tribunal delivers an arbitral award, it is, as a rule, enforceable in the courts. Only within a limited scope of grounds is it possible to seek a remedy against arbitral awards through proceedings before general courts, which in practice means that arbitral awards are final. This finality provides certainty that the dispute resolution process has been concluded.

It is also the intention of statutory provisions on arbitration proceedings in the Czech Republic and other countries, when setting short deadlines for filing a motion with the court for annulment of an arbitral award, to grant arbitral awards their final validity in a timely manner¹⁶.

IV. ANALYSING THE IMPACT OF THE PRINCIPLES ON THE PROCEDURE BEFORE THE ARBITRATION COURT OF THE CZECH REPUBLIC

In the Czech Republic, both institutionalized and *ad hoc* forms of arbitration have been widely used in domestic and international commercial disputes over the past thirty years on the basis of Czech Act No. 216/1994 Coll. on Arbitration, as amended (hereinafter the "Arbitration Proceedings Act" or „APA"). The APA recognises arbitration as a private law form of binding dispute resolution conducted before and by an impartial arbitrator or tribunal and based on an agreement between the parties. At the same time, it remains to be monitored by the state, i.e. the ordinary courts. The state requires the parties to respect their contractual obligation to submit their disputer to arbitration, provides for limited judicial supervision of the arbitration proceedings, and allows for the enforcement of arbitral awards in a manner similar to that of judgments of ordinary courts, with limited possibilities for judicial review of the award.

In the Czech Republic, there are three permanent arbitration courts established in accordance with the APA.¹⁷ Two of them are specialised courts- the Exchange Arbitration Court at the

¹⁶ Ibid.

¹⁷ Compared with the Slovak Republic, where the arbitration courts were established by dozens and although their number has decreased, from our point of view their number may still appear high. On these issues, see, inter alia, KUBÍČEK P.:

Prague Stock Exchange and the International Arbitration Court at the Czech-Moravian Commodity Exchange in Kladno. As a general arbitration court serves the Arbitration Court attached to the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic seated in Prague (hereinafter “Arbitration Court”). Since the competences of the Arbitration Court are governed (and restricted) by the Czech national law (mainly by APA), our discussion must necessarily take into account its provisions and their impact on the court’s internal rules, mainly the Rules of Procedure of the Arbitration Court (also referred to as “the Rules”). Notwithstanding the foregoing, the Arbitration Court is appointed - on the basis of arbitration agreements concluded (also called as “arbitration clause”) - as a dispute settlement forum not only by merchandisers from the Czech Republic but also by numerous merchandisers (both legal and natural persons) from the Slovak Republic, other EU countries, as well as from other states from all over the world.

The Arbitration Court offers and makes full use of the greatest advantage of international arbitration tribunals based in one of the many countries (currently around 170) that have ratified the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1959, thereafter “New York Convention” or “Convention”). The Convention obliges the contracting parties to ensure the enforceability of arbitral awards issued by arbitration institutions based in other states - contracting parties, as if they were enforcing judgments issued by their domestic courts. Yet, such a wide-ranging enforceability does not exist in the case of judgments issued by general courts.¹⁸

4.1 Rules of the Arbitration Court and Consumer Disputes

Among the agenda of disputes dealt with by the Arbitration Court were, until recently, included also the so-called consumer disputes, i.e. legal disputes in which one party is an entrepreneur (natural or legal person acting within the scope of its commercial activities) and the other party a consumer (a person purchasing goods or acquiring services for personal use and outside of his/her commercial activities). We will therefore take a closer look at the development of their arbitrability and why they were exempted from it by the APA Amendment.

This type of disputes was given special status in the Rules. They involved typically disputes arising from the non-fulfilment of contractual obligations. Classic consumer disputes were, for example, the disputes concerning complaints about defective goods or services and the duties following thereof. The Rules fully reflected the Amendment to the APA of 2012 which brought about (as a result of the recent EU legislation) fundamental changes introducing new additional rules as regards the consumer protection. The changes concerned both stricter requirements for the content and/or validity of arbitration clauses in consumer contracts and the extension of consumer rights during the arbitration proceedings and after issuance of the arbitral award.

According to the APA Amendment, the arbitration clause in consumer relations had to be negotiated and signed by the parties as a separate (subsidiary) agreement, i.e., not as part of the contractual terms in the main contract, subject to the sanction of invalidity. The content of the former was specified by the statute, *i.a.* the obligation to inform the contracting parties of its significance and consequences in the event of a dispute. The Arbitration Court fulfilled this special statutory information obligation by referring to the Rules, which incorporated the required wording from the aforementioned Amendment.

Stále rozhodcovské sudy a príprava novej právnej úpravy rozhodcovského konania, in SUCHOŽA, J.; HUSÁR, J.; (eds): *Law, Business, Economics V.*, Proceedings from the Conference, 2014, Košice: Univerzita P. J. Šafárika v Košicích, p. 239.

¹⁸ JANKŮ M.: *Rozhodčí řízení, alternativní rozhodování sporů*. Textbook. Prague: Vysoká škola finanční a správní, o.p.s., 2015, p. 101.

Mainly due to the APA Amendment, new Rules of Procedure were adopted by the Arbitration Court in 2012¹⁹. As for the rules governing arbitration proceedings in consumer disputes, the Rules of Procedure contained more detailed provisions. Disputes arising from consumer contracts could only be decided by arbitrators registered in the list of arbitrators for consumer disputes maintained by the Ministry of Justice of the Czech Republic. In addition to the applicable substantive law, arbitrators were required, when deciding these disputes, to take consumer protection regulations into account. The Rules excluded the settlement of consumer disputes according to the principles of equity, a procedure, the arbitrators are entitled to apply in other disputes when authorized explicitly by all parties

Moreover, consumers could raise an objection of the lack of jurisdiction of the Arbitration Court or an objection to the bias of the arbitrators at any time during the proceedings - in other disputes, these objections are, as a rule, time-limited to the opening of the proceedings. According to the Rules, consumer disputes could not be decided in simplified proceedings without oral hearings, based solely on written documents.

Arbitration awards issued in a consumer dispute always had to contain the statement of reason and to include instructions how to file a motion for their possible annulment by a court. Unlike in other types of disputes, the parties in consumer disputes could not agree on a different arrangement for the reimbursement of costs, referred to in the Rules as "representation expenses."

Beyond the general provisions governing arbitration proceedings contained in the Rules, it is necessary to mention in this context the establishment of two special reasons for filing a motion for judicial review of arbitral awards, introduced by the 2012 Amendment to the Arbitration Act exclusively for disputes arising from consumer contracts.

According to the first reason, general courts were entitled to annul an arbitral award or, where applicable, suspend its enforcement if the arbitrator(s) had ruled in contravention of consumer protection regulations or in clear contravention of good morals or public order. Adding of this reason to the already existing ones meant a fundamental breakthrough in the hitherto unexceptionally respected principle of prohibiting a substantive review of arbitral awards, since it allowed general courts of the Czech Republic to review arbitral awards, at least in part, on their merits.

The second of these grounds allowed to apply for judicial review if the arbitration agreement concerning consumer disputes did not contain any of the statutory requirements under the APA. This was a special provision in relation to the general requirements for the validity of arbitration agreements, whereby in this case the lack of such requirements resulted in the absolute invalidity of the arbitration agreement in question.

Equivalent problems concerning the resolution of consumer disputes in arbitration proceedings in the Czech Republic we can also find in the Slovak Republic.²⁰ Arbitration in the context with consumer disputes was not the one in which it was not necessary to intervene more. However, any special - in the meaning of additional - measures for consumer protection were to some extent contrary to the purpose of arbitration as a procedure allowing only limited intervention by state institutions. The aim was thus to find such legal solutions that would protect consumers (without considering them to be persons incapable of common deliberation) without undermining the principles of arbitration proceedings.²¹ It appeared that the general

¹⁹ For the reasons for the amendments to the legal regulations, see, among others BĚLOHLÁVEK A. J.; KOVÁŘOVÁ D., HAVLÍČEK K.: *Rozhodčí řízení v teorii a aplikační praxi [Arbitration in Theory and Application Practice]*, 2015, *Prague Legal Autumn*. Proceedings, p. 15.

²⁰ KUBÍČEK P.: *Stále rozhodcovské sudy a sudy „ad hoc“ v Slovenskej republike*. In BĚLOHLÁVEK A. J. – KOVÁŘOVÁ D. a kol.: *Stále rozhodčí sudy vs. rozhodčího řízení ad hoc*. Praha : Stálá konference českého práva, 2017, p.344.

²¹ ŠTEVČEK M., GÁBRIŠ T.: *Reforma rozhodcovského konania v Slovenskej republike s osobitým zreteľom na tzv.*

statutory regulation of arbitration proceedings and the regulation of arbitration proceedings in consumer disputes should be separate ones.

Similar conclusions were reached by Chovancová, who examined the regulation of these issues in Austria, Germany, and England. She stated that a potential and practical solution would be to adopt special legislation on cost-effective consumer arbitration. This would include the use of rules from selected permanent arbitration courts, which would only be applied to disputes involving consumers.²²

Hučková also predicted that such an arrangement would occur. She anticipated that consumer disputes would only be decided by special permanent arbitration courts. This solution has already found expression in Slovak legislation. The distinction between consumer and commercial proceedings appeared necessary.²³ In our opinion, the solution implemented in the Slovak Republic was also possible to be implemented in the Czech Republic.

However, in the Czech Republic, the change in legislation brought about a truly groundbreaking shift. Consumer disputes can no longer be heard and decided in arbitration proceedings run in the Czech Republic. Thus, no special arbitration rules for consumer disputes were established in the Czech Republic²⁴. This happened despite the fact that a comprehensive regulation of arbitration proceedings precisely in consumer disputes had been adopted previously²⁵.

The Rules of Procedure then stipulated – only for pending consumer disputes – that disputes arising from consumer contracts that had been initiated earlier must be decided only by arbitrators registered in the list of arbitrators maintained by the Ministry of Justice.

It is a fact that today there are organizations that help consumers exercise their rights. However, if they are unable to settle disputes, the only option is a court settlement, which can be time-consuming. We are therefore convinced that the re-establishment of arbitrability for consumer disputes would be of benefit. In this connection we recommend to take over the statutory rules existing in other EU countries, where institutions not attached to the state machinery and specialised in settlement of disputes between merchandisers and consumers may be involved.²⁶

4.2 Arbitrators, arbitral panels and their appointment

The Rules stipulate that the Arbitration Court acts as an independent body to settle disputes, involving independent and impartial arbitrators who act as a single arbitrator or form a tribunal (panel). The latter shall decide disputes within its jurisdiction given by

- valid arbitration agreement between the parties, or
- international convention.

Moreover, the disputes in question must be of a kind where such agreement (in the form of arbitration agreement or arbitration clause) can be concluded *inter partes* (the dispute meets the

obchodnú arbitráž In *Justičná revue* č. 4/2015, p. 448–462.

²² CHOVANCOVÁ K.: Rozhodcovské doložky v spotrebiteľských zmluvách / Európske variácie. In SUCHOŽA J. – HUSÁR J. (eds). *Právo, obchod, ekonomika IV.*, zborník vedeckých prác. Košice : Univerzita P. J. Šafárika v Košiciach, 2014, p. 506–524.

²³ HUČKOVÁ R.: Koncepčné otázky novej právnej úpravy rozhodcovského konania v slovenských podmienkach. In SUCHOŽA J., HUSÁR J. (eds). *Právo, obchod, ekonomika IV.*, zborník vedeckých prác, Košice : Univerzita P. J. Šafárika v Košiciach, 2014, p. 501–505.

²⁴ HORÁČEK T., ETLÍKOVÁ M., VÍTOVÁ B. *et al.*: Mimosoudní řešení spotřebitelských sporů. In *Soukromé právo*, No 7–8/2017, pp. 2–49.

²⁵ NĚMEC R., GLATZ V.: Rozhodčí řízení, jeho specifika a výhody In *Bulletin advokacie* č.9/2018, p. 16–22.

²⁶ OLÍK M., ČÁP, M.: Konec rozhodčího řízení mezi spotřebitelem a podnikatelem v České republice [The end of consumer-business arbitration in the Czech Republic] *Právní rádce*. 2016, roč. 16, č. 11, pp. 38–41.

condition of arbitrability). The arbitrability, as defined by the APA, is principally of an objective nature and implies the fulfilment of three basic conditions, which must be met simultaneously: 1) the dispute must exist between parties that have concluded an arbitration agreement/clause, 2) the dispute must be of a property nature and 3) the Czech law allows parties to resolve disputes of this type by amicable settlement.²⁷

The disputes are principally decided by panels composed of three arbitrators, but also - if the parties agree - by a sole arbitrator. In both cases, identical provisions of the Rules shall apply. The arbitrator(s) appointed must be independent and not biased (both with respect to parties of the dispute and in relation to the issue to be settled). In the case of doubt they may be removed from office and/or against the award issued or its enforcement a motion to ordinary courts may be filed.²⁸ In performing their duties, arbitrators shall never act as representatives of either party, nor shall they accept any instructions from them.

In case of doubt or reasonable suspicion of bias, the parties may request the replacement of the arbitrator. The remaining panel members shall decide on the exclusion of the arbitrator on the basis of an objection of bias, the assessment of the reasons for its recognition, as well as on the admission of a late filed objection. If the panel members can't reach agreement on the issue or if the objection is directed against two or all arbitrators, the request shall be submitted for a decision of the President of the Arbitration Court (the panel shall refer the whole issue to the Board of the Arbitration Court).²⁹

As the arbitrator(s) formally decide on behalf of the Arbitration Court, they must be duly appointed to their office by the latter. Until recently, appointment of the arbitrators was governed by the rule that only the arbitrators registered on the List of Arbitrators (maintained by the Arbitration Court) may be chosen. (in spring 2025, the List included over 600 qualified arbitrators from the Czech Republic, the Slovak Republic and other countries, representing a wide range of experts from various fields— law, economics, engineering etc.)³⁰ In its long-term effort for a gradual taking over of the established and generally accepted practice of appointing arbitrators at prestigious international arbitration institutions, the Board of the Court of Arbitration adopted by the end of 2024 a major Amendment to the Rules³¹ As part of the changes, the appointment of arbitrators is now no longer restricted by the List of Arbitrators. The List shall be maintained and continuously updated, but parties have flexibility in the selection of arbitrators standing outside the List. However, when electing the third arbitrator to chair the panel, the appointed arbitrators remain to be limited by the List, i.e. the persons registered by it.

In this new arrangement, the Arbitration Court was evidently inspired, among others, by the appointment procedures of the Vienna International Arbitral Centre in Austria (VIAC) or the International Court of Arbitration by the ICC in Paris. As to the VIAC, it has introduced this rule in its most recent version of the Arbitration Rules, applicable since 1 July 2021.³² According to the Rules, VIAC presents and offers arbitration practitioners with their profiles to

²⁷ HORÁK P.: Objektivní arbitrabilita – možnosti rozhodčího řízení [Objective arbitrability - the possibility of arbitration], *Advokátní deník*, [online]. 2018, No. 9, pp. 23–25.

²⁸ See MAISNER M.: Efektivita rozhodčího řízení [Efficiency of arbitration proceedings], *Bulletin advokacie*, 2018, č. 9, pp. 46–50.

²⁹ The President of the arbitral tribunal shall also rule on the objection of bias in cases where the arbitral tribunal has not yet been constituted.

³⁰ See Rozhovor M. Karfíkové s A. J. Bělohávkem [Interview given by M. Karfíková to A. J. Bělohávek], *Bulletin advokacie*, 2018, č. 9, pp. 11–13.

³¹ This was done by Amendment No. 5 to the Rules of the Arbitration Court effective from 1 January 2025 (published in the bulletin *Obchodní věstník* on 29 November 2024).

³² In more details see TACHE C.E. P.: *Adapting an Efficient Mechanism for Resolving International Investment Disputes to a New Era*. Vienna Investment Arbitration and Mediation Rules, 2021, pp. 91–101.

the parties in arbitration proceedings, however, the parties are free to nominate and appoint arbitrators of their own choice.

Similarly, under the Paris ICC Arbitration Rules of 2021, if a dispute shall be decided by three-member panel, each party to the dispute can nominate (in the Complaint and the Answer, respectively) one arbitrator for confirmation provided that he or she fulfils the general conditions laid down in the Rules. However, the chairman of the panel is always appointed by the ICC presiding body.³³

Under the amended Rules of the Czech Arbitration Court, the power to confirm the arbitrators proposed by parties, whether from the Court's list or not, rests on the President who - if he deems it necessary - may delegate it to the Board. The proposed arbitrator(s) shall be confirmed when meeting the requirements of the Arbitration Court as well as the general requirements of the APA, i.e. the candidate has:

- at least 30 years of age;
- completed master studies on a university;
- sufficient experience in ADR (not necessarily as an arbitrator, but, e.g. as a legal counsellor representing parties in arbitration proceedings);
- sufficient knowledge of the law (not necessarily being a lawyer, but to have skills in as regards the rules of procedure and the case law);
- to comply with the Code of Ethics of the Arbitration Court.³⁴

Although, according to the most recent practice of the Arbitration Court, all arbitrators nominated for appointment sign a declaration that they comply with the requirements of the APA and the Rules, no legal relationship (statutory or contractual) arises between an appointed arbitrator and the Arbitration Court, and therefore the former has no obligations towards the Court. Neither is he/she accountable to the court - and bears no substantive, disciplinary, or other type of responsibility. This arrangement therefore does not allow the Arbitration Court to impose any sanctions on arbitrators in the event of delays in proceedings or even failure to act, or in the event of a breach of professional or ethical obligations.

Arbitration proceedings conducted by a three-member panel is a rule not only if stipulated by the arbitration agreement (arbitration clause) but also - in accordance with the Rules - in the case where the agreement/clause concluded by the parties to the dispute does not provide an explicit provision thereto. If the arbitrators fail to reach agreement on the chair of the panel within the specified period from the date of their appointment by the Arbitration Court, the chair shall be appointed by the President of the Court itself.

4.3 Features of the proceedings at the Arbitration Court reflecting the principles

As with proceedings before ordinary courts, arbitration proceedings are focused on presenting the evidence. However, the importance or preference attached to the individual means of evidence differs slightly. In arbitration proceedings, as basic evidence mainly serve written documents, which are usually sufficient to clarify the facts of the case as put forward by the parties, given the nature of the contractual disputes being settled. In any case, the APA provides that other evidence, such as the hearing of parties, witnesses or experts – evidence that is quite common and essential in civil proceedings before ordinary courts – may only be taken

³³ See ICC International Court of Arbitration, Arbitration Rules, Art. 12-13. Online at <https://iccwbo.org/dispute-resolution/dispute-resolution-services/arbitration/rules-procedure/2021-arbitration-rules/>.

³⁴ For all of the above conditions see *Směrnice o podmínkách pro výkon činnosti rozhodce Rozhodčího soudu při HK ČR a AK ČR* [Directive of the Arbitration Court on the conditions for the performance of arbitration] online https://www.soud.cz/_files/ugd/f71456_9431eed5712d4f97b626190bdae22f46.pdf.

by the arbitrators/arbitral panels if the respective persons appear and give their testimony voluntarily. The same applies to other means of evidence, which may only be taken if they are provided to the panels by the parties. The reason for this specific rule regarding the admissibility of evidence is that an arbitrator or arbitral panel cannot enforce the presentation of evidence in the same way as ordinary courts are entitled to.³⁵

The arbitrators shall have discretion over the way in which the evidence is presented. At the outset and/or during the hearing, they decide whether to read the submitted documents, hear the witnesses or examine other evidence. When making this decision, the arbitrators must take the costs of the proceedings into account (see above for the principle of cost effectiveness). The arbitrators are not required to conduct their own investigations. In fact, it is the responsibility of the parties to put forward the evidence they wish to submit in support of their arguments, with respect to the claims made or objections raised. The arbitrators will examine the submitted evidence according to their own judgement and deliver their decision based on that judgement.

In accordance with the principle of privacy, disputes are principally heard without the attendance of the public. If the parties agree, the panel or arbitrator may pass decision in the dispute that is based exclusively on the documents submitted, without an oral hearing taking place. The chair of the panel or sole arbitrator may invite the parties to reach such agreement if the submitted evidence seems to be conclusive for the arbitrators.

In accordance with the principle of expeditiousness (see section 3.1 above), the Rules allow for expedited proceedings to be agreed upon. The conditions for the latter include reducing some of the time limits set out in the Rules, but also an increase of the arbitration fee paid by the parties. In this case, the Arbitration Court takes over the practice of applying a special fee obligation, which is common in arbitration courts in other countries. Here, the principle of expeditiousness is reflected to the maximum extent possible.³⁶

With regard to the hearing taking place before the Arbitration Court, it should be noted that, in accordance with the principle of informality, the effort of the arbitrator/panel to reach an amicable settlement of the dispute throughout the proceedings are common and significant. Depending on the circumstances of the case, the arbitration panel may invite the parties to settle their dispute amicably at any stage of the proceedings and make suggestions, recommendations and proposals to this end. A major proportion of the arbitration disputes have been successfully settled based on this procedure.

Regarding the principle of cost-effectiveness, emphasis should be placed on the provisions of the Rules governing the venue of the oral hearing. The regular venue for oral hearings is the seat of the Arbitration Court in Prague. However, with the consent of the Secretary of the Arbitration Court, granted on the basis of a previous agreement reached by the parties, or - if the parties have not agreed on any venue of the oral hearing – on the initiative of the arbitral panel deciding in the dispute, the oral hearing may be held in another place in the Czech Republic or abroad that is more suitable for the parties. Consent from the Secretary and/or the decision of the panel is not required for proceedings to be held at frequent places of arbitration in other cities. Arrangements for oral hearings of such type are frequently agreed upon. We can assume that this practice will continue to the satisfaction of both the Arbitration Court and the parties to disputes.

As mentioned above, proceedings before an Arbitration Court are single-instance. Nevertheless, in the arbitration agreement the parties may agree that the arbitral award may be reviewed by other arbitrators at the request of one or both parties. However, agreements of this

³⁵ For more details see e.g. JANKŮ M.: *op.cit. sub16* , p.78.

³⁶ DOBIÁŠ P.: Standardy rozhodčího řízení v nových řádech mezinárodních rozhodčích soudů, *Obchodní právo*, 2014, No.12, pp. 514 – 524.

type – as they must be reached by both parties – are rather exceptional. The subsequent procedure for filing a request for review of an arbitral award is then similar to that for filing a lawsuit.

V. CONCLUSION AND RECOMENDATIONS

Arbitration proceedings conducted by *ad hoc* arbitrators or arbitration institutions form at present an established and well-settled part of the Czech private law. They have become a popular alternative to proceedings before ordinary courts. Merchandisers repeatedly turn to the Arbitration Court and most often appreciate the expeditiousness of the hearings, the possibility of choosing the language of the proceedings, the professional administration of disputes, the possibility of choosing arbitrators according to their professional expertise corresponding to the nature and content of the dispute, and especially the enforceability of arbitral awards not only in the Czech Republic, but also in all states - parties to the 1958 New York Convention.

However, there are also some obstacles that may hinder the otherwise highly efficient arbitration procedure. These include, in particular, a lack of attendance of parties when selecting the arbitrators, unnecessary long and complicated statements of claim, a gradually increasing number of procedural motions submitted during the proceedings by the defending party, and the abuse of motions to annul the issued arbitral awards by the ordinary courts.

In view of recent developments and trends in arbitration proceedings, as well as the latest Amendments to the Arbitration Court's Rules of Procedure, it is possible to formulate some recommendations that could contribute to the persisting efficiency of these proceedings.

- In the context of the changed procedure for appointing arbitrators, it seems desirable that, when an arbitrator proposed by one of the parties is formally approved by the President (or Board) of the Arbitration Court, a formal relationship between the Court and the appointed arbitrator would be established. This relationship would create an arrangement obliging the arbitrator to respect his/her professional and ethical obligations. It would also allow the Court to take disciplinary action for breach of these obligations, notwithstanding the principle of confidentiality of the proceedings.
- The parties to a dispute are primarily interested that the average length of proceedings, from filing a statement of claim to issuing an arbitral award, would be as short as possible. As there is currently no established practice within the Arbitration Court (or other arbitral institutions abroad) to publish details on the average length of proceedings, such publishing of this data could serve as an important indicator of the Court's overall efficiency in handling cases and could ultimately serve as a marketing tool.
- Arbitration proceedings must remain efficient in terms of the duration of the hearing and subsequent issuance of the award. The Arbitration Court could mitigate the risk of delays in the issuance of the award by establishing additional Rules allowing the extension of time limit for the issuance of the award only in cases where the panel can provide genuine and convincing reasons for not meeting the initial time limit for the issuance of the award. Any extension of the time limit for the issuance of the award could potentially be followed by a reduction in the arbitrator's reward (the incentive for arbitrators would help to make extensions of time become exceptional rather than the rule and to speed up the issuance of arbitral awards).
- Consider - in the context of the expeditious and cost saving resolution of consumer disputes – the reintroduction of the arbitrability with respect to consumer disputes, while respecting the guarantees given by the statutory protection of consumer rights by the APA.

Notwithstanding the above, the arbitration procedure has been for a long time a popular alternative to court proceedings for merchandisers and/or parties to property disputes in general,

because it is flexible and efficient and, particularly in the context of international disputes, it can overcome many of the problems that characterise other ADR methods. We can conclude that we have documented, on the example of procedure conducted by the Arbitration Court, how the principles of arbitration, as presented in the opening part of our article, are met in practice.

KEYWORDS

alternative dispute resolution; principles of arbitration; rules of procedure; consumer disputes.

KLÍČOVÁ SLOVA

alternativní řešení sporů; zásady rozhodčího řízení; Rozhodčí řád; spotřebitelské spory

BIBLIOGRAPHY

1. ANDREWS, N.: *Andrews on civil proceedings*, vol. II: Arbitration & Mediation, 2017 Oxford University Press . DOI: <https://doi.org/10.1017/9781780685106.005>
2. BĚLOHLÁVEK, A. J.; KOVÁŘOVÁ, D.; HAVLÍČEK, K.: *Rozhodčí řízení v teorii a aplikační praxi [Arbitration in Theory and Application Practice]*, Proceedings, Pražský právní podzim (Prague Legal Autumn), 2015, 313 p.
3. BERGER, K. P. *General Principles in International Commercial Arbitration: How to Find Them - How to Apply Them*. 2011. *World Arbitration and Mediation Review* Vol. 5 No. 2, 46 p.. Available online <https://arbitrationlaw.com/library/general-principles-law-and-international-commercial-arbitration-how-find-them-how-apply-them>
4. CARBONNEAU, T.E.: *The law and Practice Of Arbitration*, 5th Edition, 2014, Juris Publ., ISBN 9781937518363
5. DOBIÁŠ, P.: *Standardy rozhodčího řízení v nových rádech mezinárodních rozhodčích soudů [Arbitration Standards in the New Rules of International Arbitration Courts]*, *Obchodní právo*, No. 12/2014, pp. 514 - 524.
6. DOBIÁŠ, P. *The Instruments of Expeditiousness and Efficiency of the Arbitral Proceedings in the Rules of the International Arbitral Courts*. *International and Comparative Law Review*, 2024, vol. 24, No. 1, DOI: 10.2478/iclr-2024-0013
7. FEEHILY R.: *Neutrality, Independence and Impartiality in International Commercial Arbitration, A Fine Balance in the Quest for Arbitral Justice*. *Pennsylvania State Journal of Law & Int'l Affairs*. 2019, vol. 88, iss.1/19 Online at: <https://elibrary.law.psu.edu/jlia/vol7/iss1/19>. ISSN: 2168-7951
8. FOUCHARD, P., GOLDMAN, B., GAILLARD, E. *Fouchard, Gaillard, Goldman on International Commercial Arbitration*. Hague: Kluwer Law International B.V., 1999, ISBN 9041110259
9. HADERSPOCK, B. *Guiding Principles of Commercial Arbitration and Its Advantages Compared to Traditional Litigation*. ABA, June 2024. Available online https://americanbar.org/groups/dispute_resolution/resources/just-resolutions/2024-june/guiding-principles-commercial-arbitration-advantages-compared-to-traditional-litigation/
10. HORÁČEK, T. , ETLÍKOVÁ, M. , VÍTOVÁ, B. et. al. *Mimosoudní řešení spotřebitelských sporů [Out-of court Settlement of Consumer Disputes]*. In *Soukromé právo*, No. 7–8, 2017, ISSN: 2533-4239
11. HUČKOVÁ, R.: *Koncepčné otázky novej právnej úpravy rozhodcovského konaní v slovenských podmienkach, [Conceptual issues of new legal regulation of arbitration proceedings in Slovak conditions]*, in SUCHOŽA, J., HUSÁR, J. (eds): *Právo, obchod, ekonomika IV.*, Proceedings, Košice: Univerzita P. J. Šafárika v Košiciach, 2014, pp.

- 501 - 505. ISBN 978-80-8152-394-6
12. HORÁK, P.: Objektivní arbitrabilita - možnost rozhodčího řízení [Objective arbitrability - the possibility of arbitration], Bulletin Advokacie, No. 9/2018, pp. 23 - 25.
 13. CHOVANCOVÁ, K.: Rozhodcovské doložky v spotřebitelských zmluvách / Európske variácie, [Arbitration Clauses in Consumer Contracts / European Variations], in SUCHOŽA, J., HUSÁR, J. (eds): Právo, obchod, ekonomika IV., Proceedings, Košice: Univerzita P. J. Šafárika v Košiciach, 2014, pp. 506 - 524. ISBN 978-80-8152-394-6.
 14. ICC International Court of Arbitration, Arbitration Rules, 2021. Available online at <https://iccwbo.org/dispute-resolution/dispute-resolution-services/arbitration/rules-procedure/2021-arbitration-rules/>
 15. JANKŮ, M.: Rozhodčí řízení, Alternativní rozhodování sporů [Arbitration, Alternative dispute resolution], Prague VŠFS 2015, 143 pp ISBN 978-80- 7408-111-8,
 16. KUBÍČEK, P.: Stále rozhodcovské sudy a sudy „ad hoc“ v Slovenskej republike [Permanent Arbitration Courts and "Ad hoc" Courts in the Slovak Republic]...in BĚLOHLÁVEK, A. J., KOVÁŘOVÁ, D. et al.: Stálé rozhodčí soudy vs. rozhodčí řízení ad hoc, Proceedings, Prague: Permanent Conference of Czech Law, 2017, 344 pp.
 17. KUBÍČEK, P.: Stále rozhodcovské sudy a příprava novej právnej úpravy rozhodcovského konania [Arbitration and the amendment to the Arbitration Act], in SUCHOŽA, J.; HUSÁR, J.; (eds): Law, Business, Economics V., sborník vědeckých prací, Košice: Univerzita P. J. Šafárika v Košicích, pp. 238-241.
 18. LEW, J.D.M., MISTELIS, L. A. KROLL, S.M.: Comparative International Commercial Arbitration, The Hague: Kluwer Law International (2003) Available online at <https://www.trans-lex.org/134100>
 19. MAISNER, M.: Efektivita rozhodčího řízení [Efficiency of arbitration proceedings] Bulletin advokacie, No. 9/2018, pp. 46-50.
 20. NĚMEC, R.; GLATZ, V.: Rozhodčí řízení, jeho specifika a výhody,[Arbitration, its specifics and advantages] , Bulletin advokacie, No. 9/2018, pp. 16-22.
 21. OLÍK, M., ČÁP, M.: Konec rozhodčího řízení mezi spotřebitelem a podnikatelem v České ;2016, roč. 24, č. 11, s. 38-41. ISSN 1210-4817.
 22. RAMPALL, Y. D. ,FEEHILY, R.:The sanctity of party autonomy and the powers of arbitrators to determine the applicable law: The quest for an arbitral equilibrium, Harvard Negotiation Law Review, vol. 23, 2018, ISSN : 2169-8015.
 23. REDFERN A., HUNTER,M.: Law And Practice Of International Commercial Arbitration, (2nd Ed. 1999) London: Sweet & Maxwell. ISBN 0-421-862-408
 24. ROVINE, A. W. (ed.). Contemporary Issues in International Arbitration and Mediation. The Fordham Papers 2009. Leiden: Martinus Nijhoff Publishers, 2010. 454 p. ISBN: 978-90-04-18291-2.
 25. RULES of the Arbitration Court of the Czech Chamber of Commerce and Agrarian Chamber of the Czech Republic, Prague, 2024, https://www.soud.cz/en/_files/ugd/8b4341_ab67bc762bb14d42b0f1bc8118799f8f.pdf
 26. Rozhovor M. Karfíkové s A. J. Bělohlávkem [Interview given by M. Karfíková to A. J. Bělohlávek],Bulletin advokacie No. 9/2018, pp. 11 - 13.
 27. SHELKOPLYAS, N. The Application Of EC Law In Arbitration Proceedings, The Hague: Europa Law Publishing, 2003. ISBN 90-76871-16-7.
 28. SCHAFFER E., VERBIST H., IMHOOS Ch.: ICC Arbitration in Practice, (2005) The Hague: Kluwer Law International. Available online <https://www.scribd.com/document/56330673/ICC-Arbitration-in-Practice>

29. ŠTEVČEK, M.; GÁBRIŠ, T.: Reforma rozhodcovského konania v Slovenskej republike s osobitým zreteľom na tzv. obchodnú arbitráž, [Reform of arbitration in the Slovak Republic with special regard to commercial arbitration,], Justičná revue No. 4/2015, pp. 448 – 462, ISSN : 2730-0471.
30. TACHE C. E. P.: Adapting an Efficient Mechanism for Resolving International Investment Disputes to a New Era. Vienna Investment Arbitration and Mediation Rules, 2021, available online at <https://www.viac.eu/wp-content/uploads/2025/01/Adapting-an-efficient-mechanism-for-resolving-international-investment-disputes.pdf>

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