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# THE SOURCES OF THE ARBITRATORS' POWERS TO ADJUDICATE

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## ***Article 8. Arbitration agreement and substantive claim before court***

- (1) A court before which an action is brought in a matter which is the subject of an arbitration agreement shall [ ...] refer the parties to arbitration [...].

## ***Article II***

- (1) Each Contracting State shall recognize an agreement in writing under which the parties undertake to submit to arbitration all or any differences [...] between them [...].
- (3) The court of a Contracting State, when seized of an action in a matter in respect of which the parties have made an agreement within the meaning of this article, shall, at the request of one of the parties, refer the parties to arbitration [...].

## ***Article 8. Arbitration agreement and substantive claim before court***

- (1) A court before which an action is brought in a matter which is the subject of an arbitration agreement shall, if a party so requests not later than when submitting his first statement on the substance of the dispute, refer the parties to arbitration unless it finds that the agreement is null and void, inoperative or incapable of being performed.
- (1) Each Contracting State shall recognize an agreement in writing under which the parties undertake to submit to arbitration all or any differences [...] concerning a subject matter capable of settlement by arbitration.
- (3) The court [...] shall [...] refer the parties to arbitration, unless it finds that the said agreement is null and void, inoperative or incapable of being performed.

## ***Article II***

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# Gazprom v. Ministry of Energy of Lithuania

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## Lithuanian Supreme Court's questions:

1. Can a court  
refuse to enforce an arbitral award that contains an anti-suit injunctions, on the grounds that the award would limit the court's jurisdiction to decide on its own competence?
2. Similarly, can a court  
refuse to enforce an arbitral award that contains an anti-suit injunctions, if it requires the parties to limit their claims in another court ?
3. Can a  
court refuse to enforce an arbitral award if such an award limits the right of a national court to rule on its own jurisdiction ?

# Gazprom v. Ministry of Energy of Lithuania

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## Lithuanian Supreme Court's questions:

1. Can a court **in an EU Member State that is governed by the Brussels I Regulation** refuse to enforce an arbitral award that contains an anti-suit injunctions, on the grounds that the award would limit the court's jurisdiction to decide on its own competence?
2. Similarly, can a court **in an EU Member State that is governed by the Brussels I Regulation** refuse to enforce an arbitral award that contains an anti-suit injunctions, if it requires the parties to limit their claims in another court **of a member state governed by the Brussels I Regulation**?
3. Can a court refuse to enforce an arbitral award if such an award limits the right of a national court to rule on its own jurisdiction, **“for the purpose of ensuring the supremacy of the EU law and full effectiveness of the Brussels I Regulation”**?

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