

INTERNATIONAL ARBITRATION RULES

ASIA PACIFIC GUIDE

EXPEDITED PROCEDURE PROVISIONS

2018–19



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	ACICA	HKIAC	SIAC	AIAC (formerly, KLRCA)	CIETAC	ICC
Institution	Australian Centre for International Commercial Arbitration	Hong Kong International Arbitration Centre	Singapore International Arbitration Centre	Asian International Arbitration Centre (formerly, Kuala Lumpur Regional Centre for Arbitration)	China International Economic and Trade Arbitration Commission	International Chamber of Commerce, International Court of Arbitration
Current Rules	2016	2013	2016	2018 (Fast Track Arbitration Rules)	2015	2017
Criteria for Expedited Procedure	Article 7.1 (a) the amount in dispute determined in accordance with Article 2.2 of Appendix A of these Rules is less than \$5,000,000; (b) the parties so agree; or (c) it is a case of exceptional urgency.	Article 41.1 (a) the amount in dispute representing the aggregate of any claim and counterclaim (or any set-off defence) does not exceed HKD 25,000,000 (twenty-five million Hong Kong Dollars); or (b) the parties so agree; or (c) in cases of exceptional urgency.	Rule 5.1 (a) the amount in dispute does not exceed the equivalent amount of S\$6,000,000, representing the aggregate of the claim, counterclaim and any defence of set-off; (b) the parties so agree; or (c) in cases of exceptional urgency.	Rule 1(1) 'Where the Parties have agreed that the AIAC Fast Track Arbitration Rules will apply, whether before or after a dispute arises'	Note: CIETAC uses the term 'Summary Procedure' Chapter IV, Article 56.1 • The amount in dispute does not exceed RMB 5,000,000 unless otherwise agreed by the parties; or • where the amount in dispute exceeds RMB 5,000,000, yet one party applies for arbitration under the Summary Procedure and the other party agrees in writing; or • where both parties have agreed to apply the Summary Procedure.	Article 30.2 (a) the amount in dispute does not exceed the limit set out in Article 1(2) of Appendix VI; or (b) the parties so agree. Appendix VI, Article 1.2 'The amount referred to in Article 30(2), subparagraph a), of the Rules is US\$2,000,000'
Award Deadline	ACICA Expedited Arbitration Rules, Article 27 'within 4 months of the appointment of the Arbitrator if there is no counterclaim (or claim relied on for the purpose of a set-off), and otherwise within 5 months'	Article 41.2(f) 'within six months from the date when HKIAC transmitted the file to the arbitral tribunal'	Rule 5.2(d) 'within six months from the date when the Tribunal is constituted'	Rule 21(1)(g) 'within 90 days from the date when the proceedings were declared closed'	Chapter IV, Article 62.1 'within three (3) months from the date on which the arbitral tribunal is formed'	Appendix VI, Article 4.1 'six months from the date of the case management conference'
Default number of arbitrators	ACICA Expedited Arbitration Rules, Article 8.1 'There shall be one arbitrator'	Article 41.2(a) 'the case shall be referred to a sole arbitrator, unless the arbitration agreement provides for three arbitrators'	Rule 5.2(b) 'the case shall be referred to a sole arbitrator, unless the President determines otherwise'	Rule 4(3) 'If the Parties fail to determine the number of arbitrators, the arbitral tribunal shall consist of a sole arbitrator'	Chapter IV, Article 58 'Unless otherwise agreed by the parties, a sole-arbitrator tribunal shall be formed'	Appendix VI, Article 2.1 'The Court may, notwithstanding any contrary provision of the arbitration agreement, appoint a sole arbitrator'
Must the tribunal state reasons for the award?	ACICA Expedited Arbitration Rules, Article 28.3 Yes 'the Arbitrator shall state the reasons upon which an award is based in summary form, unless the parties have agreed that no reasons are to be given'	Article 41.2(g) Yes 'the arbitral tribunal shall state the reasons upon which the award is based in summary form, unless the parties have agreed that no reasons are to be given'	Rule 5.2(e) Not required 'the Tribunal may state the reasons upon which the final Award is based in summary form, unless the parties have agreed that no reasons are to be given'	Rule 19(2) 'The award shall be reasoned'	Yes Chapter IV, Article 64 'The relevant provisions in the other Chapters of these Rules shall apply to matters not covered in this Chapter' Article 49.3 'The arbitral tribunal shall state in the award...the reasons on which the award is based'	Yes Appendix VI, Article 5 'In all matters concerning the expedited procedure not expressly provided for in this Appendix, the Court and the arbitral tribunal shall act in the spirit of the Rules and this Appendix' Article 32.2 'The award shall state the reasons upon which it is based'
Do the Expedited Procedure provisions take precedence over any contrary terms of the arbitration agreement?	The Rules are silent on this question	The Rules are silent on this question	Rule 5.3 Yes '...the rules and procedures set forth in Rule 5.2 shall apply even in cases where the arbitration agreement contains contrary terms'	The Rules are silent on this question	The Rules are silent on this question	Article 30.1 Yes '...this Article 30 and the Expedited Procedure Rules set forth in Appendix VI (collectively the "Expedited Procedure Provisions") shall take precedence over any contrary terms of the arbitration agreement'
Once the Expedited Procedure provisions have been adopted, can they later be abandoned?	ACICA Expedited Arbitration Rules, Article 30.2 Yes 'If, before an award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Article 30.1, the Arbitrator shall inform the parties of his or her intention to issue an order for the termination of the proceedings'	The Rules are silent on this question	Rule 5.4 Yes 'Upon application by a party, and after giving the parties the opportunity to be heard having regard to any further information as may subsequently become available and in consultation with the Registrar'	The Rules are silent on this question	Chapter IV, Article 63 Yes, with respect to an amended claim or counterclaim 'Where the amount in dispute of the amended claim or that of the counterclaim exceeds RMB 5,000,000, the Summary Procedure shall continue to apply unless the parties agree or the arbitral tribunal decides that a change to the general procedure is necessary'	Appendix VI, Article 1.4 Yes 'The Court may, at any time during the arbitral proceedings, on its own motion or upon the request of a party, and after consultation with the arbitral tribunal and the parties, decide that the Expedited Procedure Provisions shall no longer apply to the case'
Can a dispute be decided 'on the papers', i.e. only on the basis of written materials and/or documentary evidence?	ACICA Expedited Arbitration Rules, Article 13.3 Yes 'There shall be no hearing unless: (a) exceptional circumstances exist, as determined by the Arbitrator; and (b) either the Arbitrator or the parties require a hearing to take place.'	Article 41.2(e) Yes 'the arbitral tribunal shall decide the dispute on the basis of documentary evidence only, unless it decides that it is appropriate to hold one or more hearings'	Rule 5.2(c) Yes 'The Tribunal may, in consultation with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required'	Rule 16(1) Yes 'Where the Parties have expressly agreed in writing to a documents-only arbitration, the arbitral tribunal shall, upon receipt of the final written submissions proceed and consider the dispute'	Chapter IV, Article 60 Yes 'The arbitral tribunal may decide whether to examine the case solely on the basis of the written materials and evidence submitted by the parties or to hold an oral hearing after hearing from the parties of their opinions'	Appendix VI, Article 3.5 Yes 'The arbitral tribunal may, after consulting the parties, decide the dispute solely on the basis of the documents submitted by the parties, with no hearing and no examination of witnesses or experts'

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