



[Articles]

Japanese arbitration - much work done; much still to do¹

Mark Goodrich*

This year will mark the 13th year since I first advised a Japanese party in arbitration. In that time, Japanese arbitration has come a long way - from an antiquated arbitration law² and lack of knowledge of its merits to a modern arbitration law based on the UNCITRAL model law³ and an increasingly sophisticated understanding of international arbitration in major Japanese corporates. However, there remains much work to do in order to make Japan a significant jurisdiction for international arbitration.

In this article, I focus on the JCAA, the country's premier domestic arbitral institution – first, examining some recent statistics⁴ and secondly, expressing some personal views as to how the JCAA (and Japan more widely) can build on a modest trend of increase in international arbitration.

Below are two tables. The first is a table of arbitration statistics received from the JCAA, covering arbitrations in the years 2006 to 2010 and dividing these between domestic arbitrations and international arbitrations. This is based on the JCAA's definition which categorise an arbitration as "international" if at least one of the parties is non-Japanese and "domestic" if both parties are Japanese. Of course, "domestic" arbitrations between two Japanese parties may still potentially involve some international elements such as foreign subject matter or foreign governing law (and, indeed, to the author's knowledge, there has been one such major arbitration in the period below). The second table identifies the nationality of the law firms involved in JCAA arbitrations over the same period.

Year	International	Domestic
2006	11	0
2007	12	3
2008	12	0
2009	17	1
2010	21	6

Year	The nationality of the law firms representing the parties in JCAA arbitration
2006	Japan:14, USA:4, Korea:1
2007	Japan:19, USA:3, UK:2, China:1
2008	Japan:17, USA:5, Taiwan:1
2009	Japan:22, USA:3, France:2, UK:1, China:1, Korea:1
2010	Japan:38, USA:6, UK:1, France:1, Singapore:1, Mongol:1

Even if one ignores the fact that some domestic arbitrations may have international elements, the figures above are striking. It is clear that domestic arbitrations are at a very low level indeed with two years recording no arbitrations at all. The statistics for international arbitration are looking more healthy and there has also been a significant increase over the last three years.

In broad terms, this is not surprising (although the figures are perhaps even more dramatic than anticipated). There has never been a strong arbitration culture in Japan and two Japanese parties signing a contract often do not see the likelihood of a dispute. In the event that a dispute arises, Japanese parties see no need to go outside of the efficient and cost-effective court system. There is no reason to expect this to

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¹ I would like to acknowledge the assistance of Jake Baccari, Hiroshi Naito and Stefan Mrozinski in the preparation of this article.

² See Tatsuya Nakamura, "Salient Features of the New Japanese Arbitration Law Based Upon the UNCITRAL Model Law on International Commercial Arbitration", JCAA Newsletter, Number 17 (April 2004), Shunichiro Nakano, Professor of Law, Graduate School of Law, Kobe University, "International Commercial Arbitration Under The New Arbitration Law Of Japan", and David E. Wagoner, "Japan Becomes a Friendly Place for International Arbitration", *Dispute Resolution Journal* (February-April 2006).

³ See Mark Goodrich and Joel Greer, "The Modernization Of Japan's International Arbitration Infrastructure", *Mealey's International Arbitration Report*, Vol. 25, #12 (December 2010), and Gerald McAlinn & Luke Nottage, "Changing the (JCAA) Rules: Improving International Commercial Arbitration in Japan", *ZJAPANR / J.JAPAN.L*, pp. 23-36.

⁴ I acknowledge with great thanks the assistance of Toshiyuki Nishimura from the JCAA in providing these useful statistics.

change significantly in the future.

A related question is what lies behind the trend of increasing international arbitration (albeit modest). Without firm academic research, it is difficult to know but, from my experience, I would attribute much of the growth to the education efforts of the JCAA itself and the increasing number of *bengoshi* and foreign law firms with deep routes in the local market and an understanding of international arbitration. The clear message which has been going out for a number of years is that for international contracts, it makes little sense to refer the matter to Japanese courts (even if the foreign party will accept it) because of the difficulties in enforcing any judgment obtained outside of Japan. Indeed, my recent experience is that many Japanese corporates now include JCAA arbitration in their standard contract terms. Obviously, it takes some time for changes in dispute resolution clauses to be reflected in actual cases but it appears that this is finally starting to have an effect in feeding through into increases in JCAA arbitration.

From the statistics, we can conclude that if the recent increase in JCAA arbitration is to be maintained and further developed, the growth will need to come from international arbitration. Furthermore, I would suggest that much of the recent growth may be driven by the increasing tendency of Japanese corporates to recognise the advantages of arbitration in international arbitration but try to maintain some “home advantage” by providing for JCAA arbitration. The overwhelming presence of Japanese law firms in the JCAA caseload set out above suggests that Japanese law is frequently the governing law in such disputes, supporting the suggestion that it is those cases in which the Japanese party is in a strong bargaining position which tend to see JCAA arbitration clauses. There is no reason to expect this trend to change and it should be a continuing support for JCAA arbitration.

However, if it is the standard terms of Japanese corporates which are the main source of new JCAA arbitration cases, it suggests that the JCAA has done better at persuading Japanese companies of the merits of JCAA arbitration than it has done with foreign companies. In the author’s experience, many foreign companies are still sceptical of JCAA arbitration. In this sense, there needs to a further internationalisation of the efforts of the JCAA and others in order to persuade foreign parties that the JCAA is a suitable “level playing field” to which disputes can be submitted.

Government support

It remains a sad fact that the Japanese government does not seem to appreciate the value of making Tokyo a viable centre for arbitration. This is in stark contrast to the governments of Hong Kong and Singapore who have taken considerable steps to promote their jurisdictions as the seat for arbitrations. I would particularly draw attention to the Singapore government’s role⁵ in the recent development of Maxwell Chambers which was officially opened on 21 January 2010 after a soft launch in July 2009. Maxwell Chambers is a purpose-built facility aimed at making Singapore the natural choice for arbitration in Asia. The complex houses modern hearing facilities with wireless internet and the necessary technology to enable simultaneous translation and transcription of proceedings. Document storage space is available as are video-conferencing rooms and various administrative support services. With such impressive and streamlined infrastructure it is no surprise that Maxwell Chambers is marketed as a “one-stop, full shop experience”⁶. Imagine how Japan’s image on the international arbitration scene would be transformed if similar facilities opened here.

In addition to facilities, Japan also needs to burnish its image as a pro-arbitration jurisdiction. Although there have been limited reported decisions since the new Arbitration Law came into force, the overall trend has been pro-arbitration. Having said that, I am aware that there is a yet unreported first instance decision in which an arbitration award has been overturned by the courts in circumstances which are certainly open to criticism. It is to be hoped that this is an isolated incident and is either overturned on appeal and/or the courts quickly re-establish their reputation as being strongly supportive of the arbitration process.

Furthermore, a recurring feature is that court decisions relating to arbitration have not been rendered as quickly as might be desired especially given that the Japanese courts generally have a good reputation for delivering timely results. In a recent case⁷, the application to set aside was made on 14 October 2008 with the Tokyo District Court handing down judgment on 28 July 2009 and the Tokyo High Court then dismissing an appeal on 26 February 2010. The set aside application in the recent unreported case mentioned above took even longer to reach a first instance decision. One approach which has worked in other jurisdictions is to have a specialist division of the courts to handle arbitration cases – this may well be a good idea for Japan as well. Because the number of cases reaching the courts is small, it is difficult

⁵ Maxwell Chambers is leased from the Singapore Land Authority and was set up with the assistance of seed money provided by the government of Singapore.

⁶ Maxwell Chambers website: <http://www.maxwell-chambers.com/>

⁷ “Dismissing the Application for Setting Aside an Award, Tokyo District Court, July 28, 2009, 292 Hanrei Times 1304, JCAA Newsletter, Number 24 (May 2010).

to build up expertise. Accordingly, focusing arbitration cases on a more limited group of judges may lead to a higher level of expertise, more understanding of the international nature of arbitration and help speed up decision-making.

JCAA Rules Revision

The current JCAA rules date from 1 January 2008. However, they still broadly follow the structure and approach from a significant revision in 2004 to bring them into line with the new Arbitration Law passed at that time. The rules are generally satisfactory from an international perspective but they still somewhat reflect historical approaches to arbitration in Japan and have a number of provisions which are not commonly found in the rules of leading arbitral institutions worldwide. Given the statistics set out above, it is clear that the JCAA's primary focus should be on international arbitration rather than domestic arbitration. It is also the case that international arbitration does not stand still and many of the leading arbitration institutions have either recently revised their rules or are in the process of doing so.

In that context, I would urge the JCAA to consider revising their rules to bring them more into line with international norms – there are plenty of eminent lawyers and academics who would be keen to assist with such a project. If the JCAA is nervous of making the approach too “international” for the limited number of domestic arbitrations, an alternative approach would be to develop a separate set of international arbitration rules. This is the approach which was adopted by the Korean Commercial Arbitration Board (“KCAB”) first adopted in January 2007 with recent revisions to the KCAB International Rules coming into effect from 1 September 2011⁸. It is submitted that the KCAB originally made a mistake in their approach by choosing to apply such rules only if specifically selected by the parties. Given the long time that it takes for arbitration clauses to feed through into actual arbitrations, this meant that the new international rules were hardly if ever used. A better approach which the JCAA could adopt would be to apply any such new international rules to any case which the JCAA would currently classify as “international”. This is essentially the approach that the KCAB has now adopted following the revision of the KCAB International Arbitration Rules last year⁹.

In addition to making the JCAA Rules more consistent with international practice and up to date with the latest issues, a rules revision process could also result in significant international publicity for the JCAA. Again, this would be welcome in boosting the profile

of the JCAA in the wider arbitration community.

International outreach

It would also be extremely valuable to see further promotion of the JCAA internationally. As arbitration practitioners know, there is a near constant round of international conferences at which many of the leading institutions are actively involved in terms of either organising or providing speakers. It would be good to see more active promotion of the JCAA internationally at such conferences – this can be done both by the JCAA itself and the members of the arbitration community in Japan who wish for greater success in the international arbitration scene. Even if Singapore and Hong Kong cannot be regarded as truly comparable with Japan, the Korean experience is very notable. In addition to a significant cases load at the KCAB, it is striking that Korean practitioners are very well represented at arbitration conferences in Asia and one or two of the leading Korean arbitration lawyers are now starting to receive a significant number of international arbitration appointments. Japan should look to follow the same path.

Japan has a similar and compelling story to tell. In addition to being extremely stable and modern, it can distinguish itself from many of the leading jurisdictions for arbitration in Asia by its civil law background. Not only is that attractive to parties which also come from that background but in my experience, it tends to lead to a quicker process with less disclosure. This could be a key selling point in an era when the most common complaint about the arbitration process amongst corporates is its excessive time and cost. In addition, I would also add that my experience (and those of others) is that the JCAA is also extremely efficient and helps keep arbitrations running smoothly and efficiently. This is especially beneficial in the early stages before the tribunal is appointed.

Japan has developed greatly as a jurisdiction for arbitration in the last decade and continues to make significant progress as described above. However, it could make further great strides if the government really understood and appreciated the advantages of a thriving arbitration scene. Sadly, waiting for the government of Japan to take action is rarely a successful approach so the JCAA will need to push on with its own efforts working with the increasing number of practitioners who want to see arbitration in Japan succeed internationally. Arbitration in Japan is here to stay – it is up to everyone involved in arbitration to put in further efforts to take it to the next level. It is my hope that the suggestions put forward in this article are some initial steps to assist with that aim.

⁸ See news release at www.kcab.or.kr.

⁹ KCAB International Arbitration Rules, Articles 2(d) and 3.

KIN-YŪ ADR

--A New ADR System in the Japanese Financial Industry--

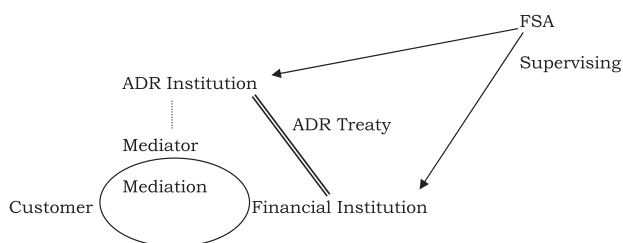
Kazuyuki (Kaz) ICHIBA*

1. Introduction

Kin-Yū ADR, or a special ADR system in the Japanese financial industry, began on October 1, 2010 so as to encourage “fast, simple and flexible” dispute resolution. This is one of the milestones of recent trends of pro-ADR policies of the Japanese Government. *Kin-Yū* ADR proceedings are, in essence, mediation between a financial institution (e.g., banking, trust, insurance, or securities company) and its customer. However, unlike standard mediation, the financial institution owes a legal obligation to cooperate for “fast, simple and flexible” dispute resolution. The financial institution must appear at hearings and provide information requested by the mediator unless the financial institution has reasonable grounds not to do so. Moreover, when the mediator prepares a “special settlement proposal” and the customer accepts it, the financial institution is bound by the proposal, unless, for example, the financial institution files for litigation in court against the customer, enters into an arbitration agreement with the customer, or settles with the customer within one month.

2. Basic Structure of *Kin-Yū* ADR

Kin-Yū ADRs cover disputes between customers and financial institutions regarding financial services that financial institutions engage in under licenses in accordance with sixteen acts supervised by the Financial Services Agency (the “FSA”).^{1,2} Customers include not only natural persons, but also corporate customers; accordingly, business to business disputes are covered by *Kin-Yū* ADRs. Disputes with a financial institution not relating to financial services conducted by the financial institution are outside the scope of *Kin-Yū* ADRs.



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¹ The sixteen acts are: the Banking Act, Long Term Credit Bank Act, Shinkin Bank Act, Labor Bank Act, Small and Medium-Sized Enterprise Cooperatives Act, Agricultural Cooperatives Act, Fishery Cooperative Act, Norinchukin Bank Act, Trust Business Act, Act on Engagement in Trust Business by a Financial Institution, Insurance Business Act, Financial Instruments and Exchange Act, Act on Regulation of Mortgage Security Business, Money Lending Business Act, Act on Settlement of Funds, and Mutual Loan Business Act.

² For the sake of convenience, article numbers of the Banking Act are cited in this article. A translation of the Banking Act prepared by the Japanese government is posted at: <http://www.japaneselawtranslation.go.jp>.

³ Other designated ADR institutions are: the Trust Companies Association of Japan, the General Insurance Association of Japan, Hoken (insurance) Ombudsman, the Small Amount & Short Term Insurance Association of Japan, Japan Financial Services Association, and the Financial Instruments Mediation Assistance Center.

⁴ It is notable that a consumer may cancel an arbitration agreement between the consumer and a business unless the arbitration agreement is concluded after the commencement of arbitration (Article 3 of the Supplementary Provisions of Arbitration Act).

⁴ This mechanism is a little like investment treaty arbitration: even when an investor and a state have no arbitration agreement, since the state is a party to an investment treaty that provides that disputes between the state and the investor may be settled by arbitration, the investor may commence arbitration against the state.

(a) ADR Treaty

A financial institution’s “legal obligation to cooperate” is founded on an ADR treaty with an ADR institution, such as the Japanese Bankers Association for banks and the Life Insurance Association of Japan for life insurance companies.³ A financial institution must conclude an ADR treaty with an ADR institution (Article 12-3 of the Banking Act). Although no agreement exists between the financial institution and the customer, the financial institution is bound by the ADR treaty and must cooperate.^{4,5} The ADR institution is designated on a sector by sector basis and supervised by the FSA for being independent and impartial (Articles 52-62, and 52-78 through 52-84 of the Banking Act). Some financial sectors have no designated ADR institutions. In such a case, the financial institution is required to take particular measures deemed appropriate or conclude an ADR treaty with a particular ADR institution certified by the Ministry of Justice (e.g., the Japan Commercial Arbitration Association), with the National Consumer Affairs Center of Japan, or with an ADR center operated by a local bar association.

The ADR treaty between the designated ADR institution and the financial institution must provide as follows:

- (i) The ADR institution shall commence (a) claim management proceedings related to the financial services upon request by a customer of the financial institution or (b) dispute resolution proceedings upon a request by either the customer or the financial institution (Article 52-67(2)(i) of the Banking Act);
- (ii) When the ADR institution or mediator requests that the financial institution respond to the claim management proceedings or the dispute resolution proceedings, the financial institution must not refuse such request without reasonable grounds (Article 52-67(2)(ii) of the Banking Act);
- (iii) When the ADR institution or mediator requests that the financial institution prepare reports or submit books, documents or any other materials in the claim management proceedings or

the dispute resolution proceedings, the financial institution must not refuse such request without reasonable grounds (Article 52-67(2)(iii) of the Banking Act);

- (iv) A mediator may prepare a settlement proposal in dispute resolution proceedings, and recommend that the parties accept such proposal (Article 52-67(2)(iv) of the Banking Act);
- (v) A mediator may prepare a “special settlement proposal” with reasons, and present it to the parties, in cases where the mediator finds no possibility of reaching a settlement and where the mediator finds it reasonable in light of the nature of the case, the intention of the parties, the status of proceedings, or any other circumstances (Article 52-67(2)(v) of the Banking Act);
- (vi) The financial institution must report to the ADR institution on related court litigation, if any (Article 52-67(2)(vi) through (ix) of Banking Act);
- (vii) The financial institution must conduct public relation activities regarding *Kin-Yû* ADR and provide necessary information to its customers (Article 52-67(2)(x) of the Banking Act); and
- (viii) The ADR institution may, upon a customer’s request, investigate whether the financial institution honored the settlement terms, and if the financial institution has not, recommend that the financial institution do so (Article 52-67(2)(xi) of the Banking Act, Article 34-70 of the Banking Rules).

If a financial institution fails to conclude an ADR treaty, the FSA, as a supervising authority to the financial institution, will exercise its power (Article 26 of the Banking Act). Also, if the financial institution breaches the ADR treaty and has no reasonable grounds for doing so, the ADR institution must disclose to the public, and report to the FSA without delay, the name of the financial institution and the facts related to the breach, upon conclusion of a related hearing (Article 52-68 (1) of the Banking Act). In serious cases, the financial institution’s license may be revoked (Article 27 of the Banking Act).

(b) Dispute Resolution Proceedings (Mediation)

A customer of a financial institution may file a request for mediation with the ADR institution that has concluded an ADR treaty with the financial institution. The ADR institution must promptly notify the financial institution of the request (see, Article 52-67(4)(ix) of the Banking Act). The financial institution does not have the liberty to disregard the request without reasonable grounds.

A financial institution may also file a request for

mediation with the relevant ADR institution. The ADR institution must promptly notify the customer and inquire whether the customer will respond to the request (see, Article 52-67(4)(viii) of the Banking Act). The customer has the liberty to disregard the request. If litigation is pending (the concurrence of litigation and mediation), the court may, upon request by both parties, stay the court proceedings for a fixed period of not longer than four months (Article 52-75 of the Banking Act).

Once ADR proceedings have been initiated, the ADR institution appoints a mediator. Several mediators, rather than a sole mediator, may be appointed in accordance with the rules of the ADR institution. At least one mediator must be an experienced Japanese attorney⁶ or a specialist in consumer claims. Only when several mediators are to be appointed, a specialist in the disputed financial services may be appointed as a mediator. It is interesting that the ADR centers of the three bar associations in Tokyo appoint two mediators for certain cases: generally, one is an attorney who often works for financial institutions and the other is an attorney who often works for consumers.⁷

The parties appear before the mediators and explain their positions. The proceedings are confidential (Article 52-73(7) of the Banking Act). Separate caucuses are quite often used. The mediator may request that the financial institution prepare reports or submit books, documents or other materials. The financial institution does not have the liberty to refuse such request without reasonable grounds. After holding the hearing, the mediator prepares a settlement proposal. The mediator may additionally prepare a special settlement proposal. Section (c) below lays out the unique features of such “special” settlement proposals. When the mediator finds no prospect of reaching settlement, the mediator promptly terminates the *Kin-Yû* ADR proceedings and notifies the parties.

Filing the request for mediation itself does not toll the statute of limitations, however, the party that filed the request for mediation may retroactively toll the statute of limitations by filing for litigation in court within one month after the termination of the mediation proceedings (Article 52-74 of Banking Act).⁸

(c) Special Settlement Proposals

A special characteristic of *Kin-Yû* ADRs is the special settlement proposal. When a special settlement proposal is presented to the parties, the financial institution is required to accept the special settlement proposal, unless:

- (i) the customer does not accept the special settlement proposal;

⁶ For cases with small amounts in dispute, an experienced judicial scrivener that handles cases in small claims court may be appointed as a mediator.

⁷ The two-mediator method of *Kin-Yû* ADRs follows that of medical (mal-practice) ADRs (one for doctors and the other for patients) which has had great success. The parties regard the two-mediator tribunal as representing the interests of both parties. Moreover, the mediators may more easily understand both positions by openly exchanging opinions. It should be noted that neither of the two mediators represent either party and they are required to be independent and impartial.

⁸ Since this article regarding the period of the statute of limitations does not apply to some ADR institutions, it is advisable that research be conducted before filing a request for mediation.

- (ii) the financial institution files for litigation in court⁹ within one month from the day when the financial institution became aware of the customer's acceptance of the Settlement Proposal, and the litigation is pending on that day (*i.e.*, the financial institution does not withdraw from litigation immediately after filing);
- (iii) litigation that had been pending before the special settlement proposal is pending on that day; or
- (iv) an arbitration agreement has been entered into or a settlement has been reached between the parties by that day (Article 52-67(6) of the Banking Act).

A special settlement proposal is essentially a mini-arbitral award that may be telling of a potential decision which could be rendered in future litigation. The parties will likely seriously consider whether they should accept the special settlement proposal. Whether the mediator should present the special settlement proposal is at the mediator's sole discretion. However, a mediator must consider the fact that presenting the special settlement proposal may result in immediate litigation if the customer accepts it but the financial institution does not. Litigation requires a great deal of effort and is costly for both the customer and the financial institution.

In practice, rather than simply issuing a mini-arbitral award based on the facts presented in the proceeding, some mediators choose to closely communicate with both parties, show a draft of a special settlement proposal, and after confirming that the draft is acceptable to both parties, formally present the final special settlement proposal. If the mediator does so, the "special settlement proposal" will have almost the same function as a "settlement proposal". It is notable, however, that a mediator may use the draft special settlement proposal as a tool for persuading the financial institution. Since the financial institution is required to file a lawsuit when a special settlement proposal is presented, the financial institution is put under pressure and must seriously consider the draft special settlement proposal. The draft also brings a certain pressure to an economically rational customer who would consider the burden of labor and costs of potential litigation.

3. Some Comments and Conclusion

Are *Kin-Yû* ADRs good for financial institutions and customers? I believe the answer is yes. The most important feature of a *Kin-Yû* ADR is providing a channel for communication between customers and financial institutions under an established and trust-

worthy system.

ADR was, and still is, often regarded in Japan as a dispute resolution method for the party that does not have a strong position to state its case. In other words, a party who wants to avoid seeming weak has to file for litigation. Since *Kin-Yû* ADRs are established as a standard trustworthy dispute resolution mechanism endorsed by the FSA, such a prejudicial view will become obsolete. Without a trustworthy channel for communication, financial institutions are sometimes too conservative to respond to any potentially-hostile inquiry by customers and try to avoid problems (although, in reality, ignoring customer's qualms sometimes brings about much more severe disputes). On the other hand, through a trustworthy mediator, financial institutions and customers may openly exchange their views on a case (of course, the mediator does not give all of the information that it has received from one party to the other party) and may find a solution. This cannot be accomplished through one-on-one negotiations.

Moreover, Japanese financial institutions are prohibited from compensating customer's losses relating to financial services, unless the loss was caused by illegal or unjustified conduct of the financial institution; and the violation of which may result in severe criminal penalties, including imprisonment (prohibition of compensating losses, Article 13-4 of the Banking Act and Article 39 of the Financial Instruments and Exchange Act). Even when a financial institution believes that it has engaged in illegal or unjustified conduct and wants to compensate losses, there is a risk that the FSA will take a different view of its conduct. Through *Kin-Yû* ADR proceedings scrutinized by an independent and impartial mediator, financial institutions may reduce the risk of their actions being viewed as prohibited compensations of loss.

Litigation is the most favored dispute resolution method in Japan. The Japanese judiciary has a reputation of being fair, intelligent and diligent. Complex litigation, however, may take two or more years just to clear the district court level. Parties submit voluminous documents, which requires a great deal of labor and cost. When both parties' positions appear clear after the exchange of documents, parties quite often settle the case through mediation proceedings held by judges (who will pass a final judgment if the parties fail to reach settlement). *Kin-Yû* ADRs may omit this needless exchange of documents.

Fast, fair and reasonable dispute resolution is beneficial both for financial institutions and customers. *Kin-Yû* ADRs are still in their early stages, but quite a number of filings have already been made.¹⁰ I hope for their success in the near future.

⁹ In many cases, the financial institution will seek a declaratory judgment that the financial institution owes no obligation to the customer, instead of seeking payment from the customer.

¹⁰ The Japanese Bankers Association received 11334 consultations, 2305 requests for claim management proceedings, and 254 requests for dispute resolution proceedings from October 2010 to April 2011. The Financial Instruments Mediation Assistance Center received 3422 consultations, 680 requests for claim management proceedings, and 192 requests for dispute resolution proceedings for the same period. (Source: http://www.zenginryo.or.jp/adr/conditions/index/conditions01_2301_1.pdf and http://www.finmac.or.jp/pdf/finmac_no4.pdf.)

[News]

Hong Kong's Secretary for Justice Visits JCAA

On December 9, 2011, the Secretary for Justice of the Hong Kong Special Administrative Region, Mr. Wong Yan Lung, SC, paid a call at JCAA's office during his three-day visit to Seoul and Tokyo.

In the meeting with Mr. Hiroshi Yokokawa, JCAA President, the two sides shared views on the present situation and future prospects of arbitration in Hong Kong and Japan.

Expressing his hope to promote Hong Kong as a premier dispute resolution center in the Asia-Pacific Region, Mr. Wong mentioned Hong Kong's various efforts including the effort to encourage major international arbitration bodies to come to Hong Kong.

He added that Hong Kong also has close ties with CIETAC and will explore room for strengthening cooperation. He further mentioned that Hong Kong is maintaining dialogue with Mainland authorities and Hong Kong's legal and arbitration professionals to explore possible pilot measures on the provision of



Mr. Hiroshi Yokokawa (right), JCAA President, is presented a souvenir by Mr. Wong Yan Lung, Hong Kong's Secretary for Justice.

legal and arbitration services in Qianhai in Shenzhen, situated immediately north of Hong Kong.

Mr. Wong and Mr. Yokokawa ended the meeting pledging to strengthen ties with each other.

Later on the day, Mr. Wong made a courtesy call on Japan's Minister of Justice, Mr. Hideo Hiraoka, and concluded his visit.

President of JCAA, in Tokyo, on 9th of May 2011.

In the Cooperation Agreement, JCAA and AACU have agreed to cooperate in promoting arbitration, to assist each other in conducting arbitral proceedings, to exchange information concerning the legislation and legal literature in the field of international arbitration, as well as to recommend model arbitration clauses. The text of the Cooperation Agreement is available on JCAA's website*.

[JCAA Activities]

New Cooperation Agreement Signed between JCAA and AACU

A Cooperation Agreement between the Japan Commercial Arbitration Association (JCAA) and the Association of Arbitration Courts of Uzbekistan (AACU) was signed by Mr. Ilhomjon Dolimov, Chairman of AACU in Tashkent, on 7th of April 2011 and, subsequently countersigned by Mr. Kosuke Yamamoto, the then

Notes to Contributors for Article Submissions

The Editor welcomes submissions of articles and essays on international arbitrations. Articles should not normally exceed 2500 words in length including notes. Manuscripts must be submitted in the format of MS Word together with CV. Material accepted for publication becomes the property of JCAA. However, author may use the article without permission from JCAA. Submission must be sent via E-mail: arbitration@jcaa.or.jp

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*<http://www.jcaa.or.jp/arbitration/agreement/docs/OZHSA.pdf>

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