1. If the applicable substantive law is English law, is it necessary for the presiding arbitrator to be an English law practitioner? Does it make a difference if the seat is London or elsewhere?

2. Can a party-appointed arbitrator be challenged by the other side on the ground that he has no knowledge of the applicable substantive law? Should the arbitral institution refrain from confirming such party-appointed arbitrator for that reason? Or the chairman?

3. How does one determine the extent to which personal relationships among arbitrators and other members of the tribunal or counsel or persons associated with the parties must be disclosed? Does excessive disclosure result in inordinate delay in panel selection?

4. Disclosure: Have parties now generally decided simply to pay lip service to the IBA Rules on disclosure while serving-up extensive Redfern's incorporating common-law-style requests for “all documents...etc.”. If we have a problem, how best to cure it?

5. Availability of evidence: a party relies in support of its case on certain documents (e.g. accounting records). It does not produce them with its submissions but invites the other party to inspect the documents at its premises. Is this admissible and can the party require its opponent to travel to a possibly distant place? If so, how should this be organized?

6. The Prague Rules (Rules on Conduct of the Taking of Evidence in International Arbitration) recently issued contemplate a radically different arbitration with a process that hews much more closely to a traditional civil law approach, with essentially no document exchange, no e-document production and the arbitrator taking full charge of which witnesses will appear and conducting the examination himself or herself. Do you think these will be adopted by many users? Do you think they will have an impact on how arbitrations under the IBA rules are conducted? Will these rules make arbitrators from the UK and the US less popular?

7. The Inquisitorial Rules on the Taking of Evidence in International Arbitration” (“The Prague Rules”) - will they be a useful alternative to the IBA Rules on the Taking of Evidence in International Commercial Arbitration?

8. Are the so called Prague Rules an alternative for the continental Europe styled arbitrations or a red herring?
9. Should individual arbitrators, in the cause of transparency, provide detailed time sheets recording every step of work they have taken and every interaction with their co-arbitrators, or do such detailed time sheets tend to undermine the collective confidentiality of tribunal deliberations and/or provide unnecessary material for tribunal challenges?

10. If detailed time sheets are provided to the LCIA during the course of an arbitration, should it distribute them to the parties as a matter of course (e.g. when interim fee payments are made), without request, and when the arbitration is still in progress?

11. How detailed should be the time sheets provided by tribunal secretaries?

12. Regarding the extension of arbitration agreements to third parties, (i) to what extent do arbitral tribunals sitting in London enjoy the discretion to consider the factual and legal bases for joining third parties; and (ii) what is the limit of review by English courts? Any recent trends or developments?

13. Barristers are a hallmark of English law. How does the use of barristers impact the efficiency and effectiveness of arbitration?

14. Will English law ever embrace a general duty of good faith? Is it a matter of principle or simply a question of time?

   In Yam Seng Pte Limited v International Trade Corporation Limited [2013] EWHC 111 (QB), Leggatt J stated: “[a]s a matter of construction it is hard to envisage any contract which would not reasonably be understood as requiring honesty in its performance" and noting that such a requirement meets the traditional tests for the implication of a term in that (i) it is so obvious that it goes without saying and (ii) it is necessary to give business efficacy to commercial transactions.”

   However, in Mid Essex Hospital Services NHS Trust v Compass Group UK and Ireland Ltd [2013] EWCA Civ 200, Lord Justice Jackson stated: “I start by reminding myself that there is no general doctrine of ‘good faith’ in English contract law, although a duty of good faith is implied by law as an incident of certain categories of contract [...] If the parties wish to impose such a duty they must do so expressly.”

15. What do foreign arbitrators applying English law need to know on Wrotham Park damages? Are they still ‘under further development or construction’ in light of the cases of One-Step v Morris Garner [2016] EWCA Civ 180 and Marathon Asset Management LLP -v- Seddon and others [2017] EWHC 300?

16. Party appointed experts: should they be removed from the adversary process?

   In court proceedings in the English style common law procedure, party appointed experts are instructed that they have a duty to the court that precedes over that towards the party that has engaged them in support of its case. This practice seems to spill over into international arbitration. This raises the question why the technical knowledge of these experts should be treated differently from legal knowledge which the lawyers represent in the arbitration, even though differences of opinion on technical issues are no less common and legitimate than on legal issues and even though arbitrators are different form judges insofar as they are appointed with a view to the specific case, including the technical and commercial issues that it raises. The input of the experts to the construction of a case is no less important than that on the law and the facts. If the case, as developed for the arbitration, includes the opinion on technical issues, should the experts who have contributed to the development of the case not be allowed to defend their opinion, just as the lawyers do – with the limits that truthfulness and credibility impose?

17. Will London lose appeal as an arbitration seat as a result of Brexit? Why or why not?
18. If Brexit results in the UK not being subject to either the Brussels Regulation or the Lugano Convention, how would that affect arbitration in London? Apart from resurrecting the prospect of anti-suit injunctions against proceedings in EU and Lugano states, are there any significant likely effects?

19. For the LCIA to compete with the LMAA (and equivalents in Singapore and Hong Kong) in shipping related matters, could consideration be given to forming a modified version of LCIA procedure - "LCIA light" - under which concise London Commercial Court style pleadings would replace traditional memorials and incorporate other perceived benefits of LMAA procedure (eg ability of parties to select their arbitrator with the LCIA appointing the chair by reference to its standards of independence)?

20. Does London need a bigger or otherwise upgraded arbitration hearing centre to compete with facilities that have opened in Paris, New York, Singapore, etc since the IDRC opened its doors?

21. Will the stepped up US sanctions against Russia and Iran affect arbitrations in London?


23. How and to what extent can the GDPR impact (i) foreign arbitrators sitting in London and (ii) London as a seat for international arbitration?

24. Has the efficiency and effectiveness of arbitration in London and within the EU been affected by the General Data Protection Regulation ("GDPR")? Does anyone have any first-hand experience of GDPR becoming an issue in arbitral proceedings and if so, how was it addressed?

25. Is London a suitable arbitration venue for Latin American parties?

26. Closing Arguments: These days, many parties propose agreed hearing schedules which overemphasise Openings, set-aside too many hours for CX (often unfocused) and provide little if any time for Oral Closings (preferring instead written PHBs which they then want to serve-up weeks after the hearing). The practice denies the parties the all-important opportunity to engage with the Tribunal and to understand and address the points which are troubling it. How/when to address the question in the course of the proceedings?

27. The parties choose the law of X to govern the interpretation of the contract. The parties are from countries x and y. Clearly the tribunal should consider if the contract violates the mandatory policies of x and y. But the contract has an anticompetitive effect in county z as well that could possibly implicate the competition laws of country z. The parties have not raised the issue of the laws of z. What should the tribunal do?

28. Is it indispensable or advisable only to conduct at least one oral hearing (e.g. the case management conference) at the formal seat of arbitration or not?

29. Improper Pleadings: It is increasingly common to see Reply and Rejoinder pleadings which are twice the length of the first round to which they are designed to respond. How should a Tribunal manage the issue? More general, should Tribunal’s consider setting page limits for pleadings at the first meeting?

30. What responsibility does the arbitral tribunal have for the cybersecurity of the proceedings?
31. There is much hype about the impact or potential impact of AI/IT tools on the efficiency of arbitration. Apart from e-discovery, is this proposition borne out by the real life examples?

32. An efficient and effective arbitration begins with a good arbitration clause, good rules, a good and functional tribunal and cooperative parties....do the attendees agree?

33. Should the arbitration panel be proactive in pushing forward the proceeding and accelerating schedule? How much is controlled by the Chairman or the Secretary?

34. The parties want an extended time to exchange information; or they want an extended time to work out a settlement. The administering institution may not want an arbitration on its statistics that has taken so long. What should the tribunal and the institution do?

35. What should arbitrators reasonably expect from the parties and their counsel to help make the arbitration more efficient and effective?

36. Where is the limit for how far you can go in trying to promote effectiveness in arbitration without jeopardizing procedural fairness?

37. Other than the common situation when issues of liability are bifurcated from issues of quantum, are there other examples of when structuring a hearing on an “issue” basis would help to make the proceedings more efficient and effective?

38. Is there room for a summary award under the LCIA Arbitration Rules (general discretion in article 14.5 subject to applicable mandatory law)?

39. Has failure to request appointment of an emergency arbitrator played any role in the granting of interim measures by the arbitral tribunal?

40. The ICC has a system for adjusting arbitrator remuneration downwards if the award is not produced within 3 months of closure of proceedings. How effective or fair is such a system when the "delay" may not be due to fault of the Tribunal or may be due to the fact that one member of the Tribunal has taken on too many commitments but the result is to penalise everyone on the panel?

41. The Singapore Convention, on the Enforcement of International Mediated Settlement Agreements, will be open for signature next year, having been completed and adopted at the UN. If the Convention accomplishes its purpose, and in fact leads to a significant increase in the mediation of international disputes, will it drive arbitrators to conduct their arbitrations more efficiently in the face of this new competitive process?

42. In discussing effectiveness of arbitration it has often been said that Arbitration is a monopoly without any alternatives if you want a legal resolution to your dispute. Will The Hague Convention of 30 June 2005 on Choice of Court Agreements change this position and make litigation a competitive alternative and if so will this push for more initiatives on enhancing effectiveness in international arbitration.