



General Assembly

Distr.: General
12 April 2007

Original: English

United Nations Commission on International Trade Law

CASE LAW ON UNCITRAL TEXTS (CLOUT)

Contents

	<i>Page</i>
Cases relating to the UNCITRAL Model Arbitration Law (MAL)	4
Case 686: MAL 7 (1); 8 (1); 11 (3); 11 (4) - <i>Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong (24 February 1992)</i>	4
Case 687: MAL 34 (2)(b)(ii); 34 (2)(a)(iii); 35 (1); 36 (1)(a)(iii); 36 (1)(b)(ii) - <i>Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd. (12 August 1992)</i>	4
Case 688 : MAL 1 (3); 7 (2); 8 (1) - <i>Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), China National Electronic Import & Export Shenzhen Company formerly known as China National Import & Export Corp. Shenzhen Industry & Trade Centre v. Choi Chuk Ming trading as ERWO Enterprises Company (9 March 1993)</i>	5
Case 689: MAL 8 (1) - <i>Hong Kong: Supreme Court of Hong Kong, High Court (Yam D. J.), Greenwood Ltd. v. Pearl River Container Transportation Ltd. and other (28 January 1994)</i> ...	6
Case 690: MAL 2 - <i>Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Mayers v. Dlugash (10 June 1994)</i>	6
Case 691: MAL 34 (2)(a)(ii); 34 (2)(a)(iii); 34 (2)(b)(ii); 35 (1); 35 (2); 36 (1)(a)(ii); 36 (1)(a)(iii); 36 (1)(b)(ii) - <i>Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)</i>	7
Case 692: MAL 1 (2); 5; 8 (1); 9 - <i>Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.), Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel" (27 March 1995)</i>	7



Cases relating to the UNCITRAL Model Law on Cross-Border Insolvency (MLCBI)	9
Case 693: MLCBI 1 (a), 2 (a)-(c), 2 (f), 4, 6, 8, 9, 15, 16, 17, 21, 25, 26, 31 Mexico: Mexico City Federal District Court Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)	9
Index to this issue	10

Introduction

This compilation of abstracts forms part of the system for collecting and disseminating information on court decisions and arbitral awards relating to Conventions and Model Laws that emanate from the work of the United Nations Commission on International Trade Law (UNCITRAL). Information about the features of that system and about its use is provided in the User Guide (A/CN.9/SER.C/GUIDE/1/REV.1). CLOUT documents are available on the UNCITRAL website (<http://www.uncitral.org>).

Issues 37 and 38 of CLOUT introduced several new features. First, the table of contents on the first page lists the full citations to each case contained in this set of abstracts, along with the individual articles of each text which are interpreted by the court or arbitral tribunal. Second, the Internet address (URL) of the full text of the decisions in their original language are included, along with Internet addresses of translations in official United Nations language(s), where available in the heading to each case (please note that references to websites other than official United Nations websites do not constitute an endorsement by the United Nations or by UNCITRAL of that website; furthermore, websites change frequently; all Internet addresses contained in this document are functional as of the date of submission of this document). Third, abstracts on cases interpreting the UNCITRAL Model Arbitration Law now include keyword references which are consistent with those contained in the Thesaurus on the UNCITRAL Model Law on International Commercial Arbitration, prepared by the UNCITRAL Secretariat in consultation with National Correspondents, and in the forthcoming UNCITRAL Digest on the UNCITRAL Model Law on International Commercial Arbitration. Finally, comprehensive indices are included at the end, to facilitate research by CLOUT citation, jurisdiction, article number, and (in the case of the Model Arbitration Law) keyword.

Abstracts have been prepared by National Correspondents designated by their Governments, or by individual contributors. It should be noted that neither the National Correspondents nor anyone else directly or indirectly involved in the operation of the system assumes any responsibility for any error or omission or other deficiency.

Copyright © United Nations 2007

Printed in Austria

All rights reserved. Applications for the right to reproduce this work or parts thereof are welcome and should be sent to the Secretary, United Nations Publications Board, United Nations Headquarters, New York, N.Y. 10017, United States of America. Governments and governmental institutions may reproduce this work or parts thereof without permission, but are requested to inform the United Nations of such reproduction.

Cases relating to the UNCITRAL Model Arbitration Law (MAL)

Case 686: MAL 7 (1); 8 (1); 11 (3); 11 (4)

Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.)

Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company,
Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong

24 February 1992

Original in English

Unreported

Abstract prepared by Ben Beaumont

[**keywords:** *arbitration agreement; arbitration clause; arbitral tribunal; arbitrator; court*]

In a case where the plaintiff applied to court for assessment of damages, the defendant requested a stay of proceedings in favor of arbitration, on the basis of article 8 (1) MAL. The plaintiff objected that the arbitration clause was not operative, as it appointed the Hong Kong Government to act as the arbitral tribunal in accordance with its provisional rules of procedure. The Hong Kong Government did not arbitrate disputes nor did it have any provisional rules of procedure. There were two other defendants, one being a foreign corporation, which had concluded a similar arbitration clause with the plaintiff, and the other which had not concluded any arbitration clause or agreement with the plaintiff.

The court found that the arbitration clause between the plaintiff and the first defendant should be construed as an agreement to arbitrate in the meaning of article 7 (1) MAL, because it reflected the will of the parties to resolve their disputes by arbitration. Further, the court noted that, according to article 11 (3) and (4) MAL, if the parties were not able to appoint an arbitrator or a panel of arbitrators, then the court would have the power to make the appointment.

The court, however, used its discretion not to grant the stay, because there was a risk of inconsistent verdicts and multiple proceedings. Arbitration involving the first defendant would be subject to domestic law, whereas arbitration with the second defendant would be subject to the MAL. The court noted as well that consolidation of cases applied only in respect of domestic arbitration.

Case 687: MAL 34 (2)(b) (ii); 34 (2)(a) (iii); 35 (1); 36 (1)(a)(iii); 36 (1)(b)(ii)

Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.)

J. J. Agro Industries (P) Ltd. v. Texuna International Ltd.

12 August 1992

Original in English

Published [1992] 2 HKLR 402

Abstract prepared by Ben Beaumont

[**keywords:** *arbitration agreement; arbitration process; arbitrators; award - recognition and enforcement; jurisdiction; public policy*]

The plaintiffs had paid a deposit of 250,000 Indian rupees as an advance payment for delivery of goods, which were subsequently not delivered. The plaintiffs started

arbitration proceedings to request return of the deposit and damages for breach of contract. The award was rendered in favor of the plaintiffs and the plaintiffs applied to court for enforcement thereof. The defendants argued that enforcement of the award would be contrary to public policy alleging that their major witness had been kidnapped and forced by the plaintiffs to make a false affidavit in the arbitration. The court ordered that evidence be taken regarding the allegation of kidnapping and stayed enforcement until defendant's application had been finally disposed of.

The plaintiffs then applied for immediate enforcement of the part of the award concerning the deposit, on the basis of article 35 (1) MAL. In granting the application, the court found that the arbitration award relating to the deposit was severable from the remainder of the award, on the ground of domestic law corresponding to articles 34 (2)(a)(iii) and 36 (1)(a)(iii) MAL. The court also noted that, notwithstanding its severability, the award relating to the deposit was not affected by the alleged kidnapping.

Case 688: MAL 1 (3); 7 (2); 8 (1)

Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.)

China National Electronic Import & Export Shenzhen Company formerly known as China National Import & Export Corp. Shenzhen Industry & Trade Centre v. Choi Chuk Ming trading as ERWO Enterprises Company

9 March 1993

Original in English

Unreported

Abstract prepared by Ben Beaumont

[**keywords:** *arbitration agreement*]

The plaintiff sued the defendant pursuant to the terms of a Memorandum Agreement. The defendant filed a counterclaim, holding the plaintiff liable on the basis of two other contracts. The plaintiff sought a stay of proceedings in relation to the counterclaim pursuant to article 8 MAL, as both contracts brought forward by the defendant contained a clause for arbitration in China.

The defendant argued that the arbitration agreements contained in the two contracts did not comply with article 7 (2) MAL, as the contracts have been signed by the plaintiff, who used the defendant's chop to sign, without proper power. However, the court dismissed defendant's argument as the signature of agreements by the plaintiff using the chop of the defendant had been the business practice between the parties.

The court did not follow the defendant's argument that granting the stay would lead to a multiplicity of proceedings and the possibility of inconsistent findings of facts. The court held that the defendant had failed to submit proper evidence that the subject matters of the claim and the counterclaim were in any way connected. As the arbitration was international in nature, according to article 1 (3) MAL, the court granted the stay of proceedings.

Case 689: MAL 8 (1)

Hong Kong: Supreme Court of Hong Kong, High Court (Yam D. J.)
Greenwood Ltd. v. Pearl River Container Transportation Ltd. and other
28 January 1994
Original in English
Published in [1994] 1HKC 585
Abstract prepared by Ben Beaumont

[**keywords:** *arbitration clause; court; jurisdiction*]

The decision deals with the first defendant's application for a stay of action. The plaintiff sued the defendants for breach of a charter-party agreement, though the agreement contained an arbitration clause for arbitration in London or Beijing. The first defendant was incorporated in the People's Republic of China (the PRC) and had also been registered in Hong Kong as an overseas company. The second defendant was incorporated in the PRC. The first defendant argued that Hong Kong was a *forum non-conveniens*, as the subject-matter of the dispute was more closely connected with the PRC. It argued as well that it was not a party to the charter-party agreement, because the second defendant had entered into the agreement on its behalf without any authorization.

The court held that Hong Kong was not a *forum non-conveniens*. The court noted that the first defendant had sufficient links to Hong Kong, as it was actively trading in Hong Kong and had an office there. Thus, the court dismissed the application for a stay.

Case 690: MAL 2

Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.)
Mayers v. Dlugash
10 June 1994
Original in English
Published in [1994] 1 HKC 755
Abstract prepared by Ben Beaumont

[**keywords:** *arbitrator; court*]

The plaintiff applied to the court to terminate the mandate of an arbitrator. The preliminary question was whether the appointee was an arbitrator or an expert. If the appointee was an expert, then the Arbitration Ordinance would not apply. This required the court to define the term "arbitrator", as stated in article 2 MAL.

The defendant argued that there were four factors, which indicated that the person appointed was an expert, and not an arbitrator. There was not a clearly defined dispute. No specific procedure was agreed upon between the parties and no request to adopt a judicial approach had been put forward. The appointee was an accountant. His liability was expressly excluded.

The court decided in favor of the defendant. In its determination, the court ascertained the parties' intention from their agreements. The court noted that the absence of a clearly defined dispute was incompatible with the nature of arbitration. The appointee was called upon to determine a certain matter preventing any dispute,

not arbitrating one: the appointee was mandated to undertake a full valuation of the assets and liabilities of the company to restructure it. The court considered that the profession of the appointee and the exclusion of liability were irrelevant to that determination, as they could apply to either experts or arbitrators.

Case 691: MAL 34 (2)(a)(ii); 34 (2)(a)(iii); 34 (2)(b)(ii); 35 (1); 35 (2); 36 (1)(a)(ii); 36 (1)(a)(iii); 36 (1)(b)(ii)

Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.)
Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company
14 March 1995
Original in English
Unreported
Abstract prepared by Ben Beaumont

[**keywords:** *arbitration proceedings; arbitral tribunal; arbitrator; award; award - set aside; court; jurisdiction*]

The plaintiff received leave to enforce an arbitration award rendered by CIETAC in the People's Republic of China on the basis of article 35 MAL. The defendant applied to have the award set aside.

He argued that the plaintiff had failed to comply with article 35 (2) MAL, since he did not disclose to the court the full contents of the agreement between the parties; that he had not been able to present his case in the arbitration proceedings as provided for under articles 34 (2) (a) (ii), 34 (2) (b) (ii), 36 (1) (a) (ii) and 36 (1) (b) (ii) MAL, because he was not given notice of, and thus had not been present at, the second hearing; and that the arbitral tribunal had dealt with a matter beyond its jurisdiction (articles 34 (2) (b) (iii) and 36 (1) (a) (iii) MAL).

The court dismissed the defendant's application. It found that the plaintiff had complied with article 35 (2) MAL; that the plaintiff had received from the arbitral tribunal a correction stating that there had only been one hearing; and that the question of competence of the arbitral tribunal had been fully considered in the arbitral proceedings.

Case 692: MAL 1 (2); 5; 8 (1); 9

Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.)
Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel"
27 March 1995
Original in English
Unreported
Abstract prepared by Ben Beaumont

[**keywords:** *arbitral tribunal; arbitrator(s); court; interim relief*]

The plaintiff and the defendant entered into arbitration proceedings in London concerning co-ownership of a vessel. The plaintiff had consented to stay judicial proceedings in the same matter before a Hong Kong court, on the basis of

article 8 (1) MAL. The vessel being in Hong Kong, the plaintiff applied for an interim order for inspection of said vessel, on the basis of article 9 MAL.

The defendant objected the plaintiff's application on the ground that the court had no jurisdiction according to article 5 MAL, since the arbitration was international. Even if the court had jurisdiction, it should exercise its discretion not to grant the order.

The court held that it had jurisdiction, since articles 1 (2), 5 and 9 MAL combined, explicitly allowed courts to provide assistance to international arbitration seated outside their jurisdiction. Moreover, the legislative intent of the MAL was to make the same assistance available to international arbitration as would be to domestic arbitration. Notwithstanding the fact that the arbitrators had the power to order such interim measures, the court found that it should exercise its discretion in favor of the plaintiff. Further, the defendant had not demonstrated that he would suffer any prejudice if the court, instead of the arbitrators, issued the order. The court granted the plaintiff's application on the basis of article 9 MAL.

Cases relating to the UNCITRAL Model Law on Cross-Border Insolvency (MLCBI)

Case 693: MLCBI 1 (a), 2 (a)-(c), 2 (f), 4, 6, 8, 9, 15, 16, 17, 21, 25, 26, 31

Mexico: Mexico City Federal District Court - Proceedings no. 29/2001 filed by W. Steve Smith, foreign trustee in the bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure, for the acknowledgement of foreign bankruptcy proceedings and for international cooperation

19 December 2002

Original in Spanish

The Defendants were brothers who were shareholders, directors and otherwise involved in the business of numerous Mexican grain and related companies. These companies also had business and places of operation in the United States of America. Following default of payment on their loans and guarantees to numerous Mexican and United States banks, the petitioning creditors, comprised of seven Mexican banks and one bank in California that was owned by an affiliated Mexican bank, commenced bankruptcy proceedings in the USA against the three brothers.

The United States Bankruptcy Court for the Southern District of Texas, Houston Division, declared the co-defendants bankrupt on 22 August 1997. The co-defendants then appealed to the United States District Court, the Fifth Circuit Appellate Court of the United States and the United States Supreme Court. At each instance the decision of the lower court was reaffirmed.

The official trustee for the co-defendants (“the foreign representative”) approached the Mexican Court seeking an acknowledgement of the foreign bankruptcy proceedings and sentences, as well as international cooperation.

The Mexican court acknowledged the foreign bankruptcy proceedings and granted the petition for cooperation and collaboration for the purpose of executing the sentences of the US court.

The Mexican Court applied the Commercial Bankruptcy Law, which came into effect in Mexico on 13 May 2000; in particular, Title Twelve of that law, based on the UNCITRAL Model Law on Cross-Border Insolvency. The Court determined that the correct procedures for acknowledgement of the foreign proceedings had been followed by the foreign trustee: there was no need for documents as produced before the court to be legalized as they were presumed to be authentic (Article 16 (2) CBI); the capacity and ability of the foreign representative to directly appear in a foreign court was duly acknowledged and permitted (Article 15); there was international reciprocity as required by article 280 of the Commercial Bankruptcy Act; and it was “proper” to acknowledge that the determination of bankruptcy in the United States was a binding determination in the Mexican Court (Article 17).

The Court did not accept the co-defendants’ argument of *res judicata* as it determined that the proceedings were not new proceedings, but rather an acknowledgement of foreign proceedings and the sentences pronounced in those proceedings.

The Court acknowledged the purposes and origin of Title Twelve, commenting that the acknowledgement and adoption of sentences from other judicial systems promoted a modern and equitable legal standard to efficiently and effectively address issues arising out of cross-border insolvency, thereby seeking to counter such issues as hiding assets and fraud, whilst simultaneously protecting the creditors' and debtors' interests and preserving employment.

Index to this issue

I. Cases by jurisdiction

Hong Kong

Case 686: MAL 7 (1); 8 (1); 11 (3); 11 (4) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong (24 February 1992)*

Case 687: MAL 34 (2)(b)(ii); 34 (2)(a)(iii); 35 (1); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd. (12 August 1992)*

Case 688: MAL 1 (3); 7 (2); 8 (1) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), China National Electronic Import & Export Shenzhen Company formerly known as China National Import & Export Corp. Shenzhen Industry & Trade Centre v. Choi Chuk Ming trading as ERWO Enterprises Company (9 March 1993)*

Case 689: MAL 8 (1) - *Hong Kong: Supreme Court of Hong Kong, High Court (Yam D. J.), Greenwood Ltd. v. Pearl River Container Transportation Ltd. and other (28 January 1994)*

Case 690: MAL 2 - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Mayers v. Dlugash (10 June 1994)*

Case 691: MAL 34 (2)(a)(ii); 34 (2)(a)(iii); 34 (2)(b)(ii); 35 (1); 35 (2); 36 (1)(a)(ii); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

Case 692: MAL 1 (2); 5; 8 (1); 9 - *Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.), Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel" (27 March 1995)*

Mexico

Case 693: MLCBI 1 (a), 2 (a)-(c), 2 (f), 4, 6, 8, 9, 15, 16, 17, 21, 25, 26, 31 - *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

II. Cases by text and article

UNCITRAL Model Arbitration Law (MAL)

MAL 1 (2)

Case 692: *Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.), Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel"* (27 March 1995)

MAL 1 (3)

Case 688: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), China National Electronic Import & Export Shenzhen Company formerly known as China National Import & Export Corp. Shenzhen Industry & Trade Centre v. Choi Chuk Ming trading as ERWO Enterprises Company* (9 March 1993)

MAL 2

Case 690: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Mayers v. Dlugash* (10 June 1994)

MAL 5

Case 692: *Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.), Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel"* (27 March 1995)

MAL 7 (1)

Case 686: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong* (24 February 1992)

MAL 7 (2)

Case 688: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), China National Electronic Import & Export Shenzhen Company formerly known as China National Import & Export Corp. Shenzhen Industry & Trade Centre v. Choi Chuk Ming trading as ERWO Enterprises Company* (9 March 1993)

MAL 8 (1)

Case 686: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong* (24 February 1992)

Case 688: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), China National Electronic Import & Export Shenzhen Company formerly known as China National Import & Export Corp. Shenzhen Industry & Trade Centre v. Choi Chuk Ming trading as ERWO Enterprises Company* (9 March 1993)

Case 689: *Hong Kong: Supreme Court of Hong Kong, High Court (Yam D. J.), Greenwood Ltd. v. Pearl River Container Transportation Ltd. and other* (28 January 1994)

Case 692: *Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.), Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel"* (27 March 1995)

MAL 9

Case 692: *Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.), Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel"* (27 March 1995)

MAL 11 (3)

Case 686: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong* (24 February 1992)

MAL 11 (4)

Case 686: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong* (24 February 1992)

MAL 34 (2)(a)(ii)

Case 691: *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company* (14 March 1995)

MAL 34 (2)(a)(iii)

Case 687: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd.* (12 August 1992)

Case 691: *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company* (14 March 1995)

MAL 34 (2)(b)(ii)

Case 687: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd.* (12 August 1992)

Case 691: *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company* (14 March 1995)

MAL 35 (1)

Case 687: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd.* (12 August 1992)

Case 691: *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

MAL 35 (2)

Case 691: *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

MAL 36 (1)(a)(ii)

Case 691: *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

MAL 36 (1)(a)(iii)

Case 687: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd. (12 August 1992)*

Case 691: *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

MAL 36 (1)(b)(ii)

Case 687: *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd. (12 August 1992)*

Case 691: *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

UNCITRAL Model Law on Cross-Border Insolvency (MLCBI)

MLCBI 1 (a)

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 2 (a)-(c)

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 2 (f)

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 4

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 6

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 8

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 9

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 15

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 16

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 17

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 21

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 25

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 26

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

MLCBI 31

Case 693: *Mexico: Mexico City Federal District Court, Proceedings no. 29/2001 bankruptcies of Jacobo Xacur Eljure, Felipe Xacur Eljure and Jose Maria Xacur Eljure (19 December 2002)*

III. Cases by keyword

UNCITRAL Model Arbitration Law (MAL)

arbitral tribunal

Case 686: MAL 7 (1); 8 (1); 11 (3); 11 (4) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong (24 February 1992)*

Case 691: MAL 34 (2)(a)(ii); 34 (2)(a)(iii); 34 (2)(b)(ii); 35 (1); 35 (2); 36 (1)(a)(ii); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

Case 692: MAL 1 (2); 5; 8 (1); 9 - *Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.), Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel" (27 March 1995)*

arbitration agreement

Case 686: MAL 7 (1); 8 (1); 11 (3); 11 (4) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong (24 February 1992)*

Case 687: MAL 34 (2)(b)(ii); 34 (2)(a)(iii); 35 (1); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd. (12 August 1992)*

Case 688: MAL 1 (3); 7 (2); 8 (1) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), China National Electronic Import & Export Shenzhen Company formerly known as China National Import & Export Corp. Shenzhen Industry & Trade Centre v. Choi Chuk Ming trading as ERWO Enterprises Company (9 March 1993)*

arbitration clause(s)

Case 686: MAL 7 (1); 8 (1); 11 (3); 11 (4) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong (24 February 1992)*

Case 689: MAL 8 (1) - *Hong Kong: Supreme Court of Hong Kong, High Court (Yam D. J.), Greenwood Ltd. v. Pearl River Container Transportation Ltd. and other (28 January 1994)*

arbitration proceedings

Case 691: MAL 34 (2)(a)(ii); 34 (2)(a)(iii); 34 (2)(b)(ii); 35 (1); 35 (2); 36 (1)(a)(ii); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

arbitration process

Case 687: MAL 34 (2)(b)(ii); 34 (2)(a)(iii); 35 (1); 36 (1)(a)(iii); 36 (1)(b)(ii)
 - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd. (12 August 1992)*

arbitrator(s)

Case 686: MAL 7 (1); 8 (1); 11 (3); 11 (4) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong (24 February 1992)*

Case 687: MAL 34 (2)(b)(ii); 34 (2)(a)(iii); 35 (1); 36 (1)(a)(iii); 36 (1)(b)(ii)
 - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd. (12 August 1992)*

Case 690: MAL 2 - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Mayers v. Dlugash (10 June 1994)*

Case 691: MAL 34 (2) (a)(ii); 34 (2) (a)(iii); 34 (2) (b)(ii); 35 (1); 35 (2); 36 (1)(a)(ii); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

Case 692: MAL 1 (2); 5; 8 (1); 9 - *Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.), Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel" (27 March 1995)*

award(s)

Case 691: MAL 34 (2)(a)(ii); 34 (2)(a)(iii); 34 (2)(b)(ii); 35 (1); 36 (1)(a)(ii); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

award - recognition and enforcement

Case 687: MAL 34 (2)(b)(ii); 34 (2)(a)(iii); 35 (1); 36 (1)(a)(iii); 36 (1)(b)(ii)
 - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd. (12 August 1992)*

awards - set aside

Case 691: MAL 34 (2)(a)(ii); 34 (2)(a)(iii); 34 (2)(b)(ii); 35 (1); 35 (2); 36 (1)(a)(ii); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company (14 March 1995)*

court(s)

Case 686: MAL 7 (1); 8 (1); 11 (3); 11 (4) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Ho Kwok Hong trading as Kim Kwok Company v. Hung Dat Trading Company, Hing Fai Trading Company and Wong Yat Wai alias Benjamin Y Wong (24 February 1992)*

Case 689: MAL 8 (1) - *Hong Kong: Supreme Court of Hong Kong, High Court (Yam D. J.), Greenwood Ltd. v. Pearl River Container Transportation Ltd. and other* (28 January 1994)

Case 690: MAL 2 - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), Mayers v. Dlugash* (10 June 1994)

Case 691: MAL 34 (2)(a)(ii); 34 (2)(a)(iii); 34 (2)(b)(ii); 35 (1); 35 (2); 36 (1)(a)(ii); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company* (14 March 1995)

Case 692: MAL 1 (2); 5; 8 (1); 9 - *Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.), Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel"* (27 March 1995)

interim relief

Case 692: MAL 1 (2); 5; 8 (1); 9 - *Hong Kong: Supreme Court of Hong Kong, High Court (Chan J.), Transorient Shipping Limited v. The Owners of the Ship or vessel "Lady Muriel"* (27 March 1995)

jurisdiction

Case 687: MAL 34 (2)(b)(ii); 34 (2)(a)(iii); 35 (1); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd.* (12 August 1992)

Case 689: MAL 8 (1) - *Hong Kong: Supreme Court of Hong Kong, High Court (Yam D. J.), Greenwood Ltd. v. Pearl River Container Transportation Ltd. and other* (28 January 1994)

Case 691: MAL 34 (2)(a)(ii); 34 (2)(a)(iii); 34 (2)(b)(ii); 35 (1); 35 (2); 36 (1)(a)(ii); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Leonard J.), Wan Sin Electronic Industrial Co. Ltd. Fujian v. Tan Lok trading as Wah Ton Company* (14 March 1995)

public policy

Case 687: MAL 34 (2)(b)(ii); 34 (2)(a)(iii); 35 (1); 36 (1)(a)(iii); 36 (1)(b)(ii) - *Hong Kong: Supreme Court of Hong Kong, High Court (Kaplan J.), J. J. Agro Industries (P) Ltd. v. Texuna International Ltd.* (12 August 1992)