

# THE EUROPEAN, MIDDLE EASTERN AND AFRICAN ARBITRATION REVIEW 2015



Published by Global Arbitration Review in association with  
Dittmar & Indrenius

**gar**  
The international journal of  
commercial and treaty arbitration

[www.GlobalArbitrationReview.com](http://www.GlobalArbitrationReview.com)

# The New Arbitration Rules Make Finland an Attractive Seat of Arbitration

**Jussi Lehtinen and Heidi Yildiz**

Dittmar & Indrenius

The new 2013 Arbitration Rules (the New Rules) of the Arbitration Institute of the Finland Chamber of Commerce (FAI)<sup>1</sup> give the 103-year old institute prominence as a world-class arbitration centre and confirm Finland's standing as one of the most attractive jurisdictions for international arbitration. This article provides an introduction to the New Rules and the current arbitration landscape in Finland.

## **The launch of the New Rules has prompted a rapid increase in the number of arbitrations in Finland**

The FAI launched the New Rules on 1 June 2013.<sup>2</sup> The New Rules constitute a substantial reformation of the FAI's previous Arbitration Rules, dated 1 January 1993 (the 1993 Rules). The purpose of this overhaul was to modernise and bring the 1993 Rules fully in line with the best international arbitration practices. Along with the New Rules, the Expedited Arbitration Rules, which are designed for relatively straightforward cases, were also revised.<sup>3</sup>

Moreover, the FAI considerably internationalised the composition of its board by appointing a number of distinguished and prominent international arbitration practitioners from various jurisdictions. The purpose of this extensive makeover was to increase the board's expertise in appointing non-Finnish arbitrators in cross-border disputes and enhance its credibility among international corporations and counsel.<sup>4</sup>

One year on, the message conveyed by the FAI board on Helsinki International Arbitration Day in June 2014 was that the New Rules have been applied very well: the tribunals have set case management conferences and procedural timetables from the outset of the proceedings and the cut-off dates have generally been adhered to. The statistics of the FAI further indicate that the launch of the New Rules has prompted the number of arbitrations filed with the FAI to shoot up. In 2013, the FAI had an all-time record of 80 requests for arbitration filed, up from 69 requests in 2012.<sup>5</sup> This trend appears to be continuing in 2014: at the time of writing this article, in August 2014, the FAI has already had 49 requests for arbitration filed. In addition, 25 per cent of all FAI arbitration cases in 2013 had an international dimension (ie, at least one party is domiciled abroad).<sup>6</sup>

## **The New Rules offer an attractive alternative for resolving complex international commercial disputes**

The New Rules comprise a combination of recent amendments to the 2012 ICC Rules, 2010 UNCITRAL Arbitration Rules and Swiss Rules of International Arbitration 2012. Accordingly, the New Rules establish a comprehensive, expeditious and cost-efficient procedural framework for international and domestic arbitration, while respecting party autonomy and preserving the necessary flexibility to the proceedings.

With the aim of reducing time and cost of the proceedings, the New Rules impose a number of new obligations on the parties

and the tribunal, including a good faith obligation, in the fashion of the Swiss Rules, to conduct the proceedings expeditiously and cost-effectively. The New Rules further provide for the effective administration of multiparty and multi-contract arbitrations on conditions that are even more liberal than the ICC Rules, confer the parties access to pre-arbitral and arbitrator-oriented interim relief, and introduce an implied confidentiality obligation on the parties, the tribunal and the FAI. The New Rules also provide for a number of other recently debated arbitration issues, such as the tribunal's use of a secretary, the taking of evidence and the challenge of arbitrators following the tribunal's participation in the parties' settlement negotiation.

Along with the New Rules, Finland's progressive and pro-arbitration legislative framework contributes towards making Finland an attractive and arbitration-friendly seat. Both domestic and international arbitration proceedings in Finland are governed by the 1992 Arbitration Act (as amended) (the Arbitration Act).<sup>7</sup> The Arbitration Act largely mirrors the provisions of the UNCITRAL Model Law on International Commercial Arbitration (as amended in 2006). Finland has further ratified and enacted the 1958 New York Convention, and ratified the ICSID Convention.

## **Finnish arbitration has traditionally been expeditious and cost-efficient**

The 103-year-old FAI, established in 1911, has a long and distinguished pedigree in arbitration. The first Arbitration Rules of the FAI, dated November 1910, already centred on such contemporary principles of arbitration as expeditious dispute resolution,<sup>8</sup> impartiality of arbitrators<sup>9</sup> and confidentiality of the proceedings.<sup>10</sup> One of the key objectives of the 1993 Rules was also to enable expeditious and economic arbitration process.

In fact, the FAI has a track record of promoting resolution of disputes expeditiously and in cost-effective manner. Even before the launch of the New Rules, for several consecutive years, the average duration of a case resolved under the auspices of the FAI was less than a year.<sup>11</sup> The statistics of FAI show that the average duration of a case in 2013 was just nine months.<sup>12</sup>

## **Key provisions of the New Rules**

The New Rules apply to FAI arbitrations commenced on or after 1 June 2013, with the exception of the emergency arbitrator procedure, the provisions for the joinder of additional parties, claims between multiple parties and certain provisions concerning the appointment and revocation of arbitrators in the event of consolidation of the proceedings. Unless the parties have agreed otherwise, these provisions only apply to arbitrations commenced under arbitration agreements that are concluded after 1 June 2013.<sup>13</sup>

### **Commencement of arbitral proceedings**

The FAI arbitration is commenced by filing a request for arbitration with the FAI.<sup>14</sup> The FAI serves the request for arbitration

to the respondent once the claimant has paid the filing fee and complied with other filing requirements.<sup>15</sup>

The New Rules allow the parties considerable freedom in deciding how detailed a description of the dispute they wish to provide in the request for arbitration and the answer to the request.<sup>16</sup> The requirements for the request for arbitration effectively constitute a combination of the corresponding requirements in the ICC and UNCITRAL Rules. The claimant is required to provide merely a 'brief description of the nature and circumstances of the dispute giving rise to the claims' and a 'preliminary statement of the relief sought'.<sup>17</sup> The wording thus suggests that, as with the 1993 Rules, the request for arbitration under the New Rules is intended to resemble a 'notice' under the UNCITRAL Rules and thus be a relatively short statement, rather than constitute an exhaustive statement of claim, as is the practice under the ICC Rules. The provision setting out the requirements for a statement of claim confirms that a complete statement of claim is intended to be provided after the filing of the request for arbitration, in accordance with the tribunal ordered procedural timetable.<sup>18</sup> However, given the nine-month time limit for the rendering of the final award from the tribunal's receipt of the case file, a party would be well advised to set out its case as fully as possible from the outset.

#### New provisions for multiparty and multi-contract arbitrations

In line with the ICC and other well-known institutional rules, the New Rules cater for multiparty and multi-contract arbitrations. Articles 10 to 13 contain comprehensive provisions for joinder of additional parties, claims between multiple parties, claims under multiple contracts and consolidation of arbitrations. These provisions largely mirror articles 7 to 10 of the ICC Rules, albeit with modifications that are somewhat more liberal in scope.

Article 10 allows a party to join an additional party to an existing arbitration by submitting a request for joinder to the FAI and paying a filing fee.<sup>19</sup> No consent from the opposing or additional party is required before the transmission of the case file to the tribunal. Thus, in contrast to article 7 of the ICC Rules, confirmation or appointment of one or more arbitrators does not yet prevent a party from being joined in the proceedings. A party cannot, however, be joined after the tribunal has received the case file unless all the parties, including the additional party, agree.<sup>20</sup> The board will decide on the joinder in accordance with the jurisdiction criteria prescribed in article 14.<sup>21</sup>

Article 11 permits all the parties involved in the proceedings to present claims against any other existing party prior to the transmission of the case file to the tribunal.<sup>22</sup> Article 12 enables claims arising out of or in connection with more than one contract to be heard in a single arbitration.<sup>23</sup>

Article 14 determines the board's jurisdiction on issues concerning multiparty and multi-contract proceedings. Where all the claims in the proceedings have been made under one arbitration agreement, the board must be 'prima facie satisfied that an arbitration agreement under the Rules that binds the parties may exist'.<sup>24</sup> Conversely, where claims have been made under different arbitration agreements, the board must be 'prima facie satisfied that: (a) the arbitration agreements under which those claims are made do not contain contradictory provisions; and b) all the parties to the arbitration may have agreed that those claims can be determined together in a single arbitration'.<sup>25</sup>

The New Rules nevertheless preserve the arbitral tribunal's *Kompetenz-Kompetenz* to decide on its own jurisdiction by providing that the board's decision to allow the arbitration to proceed

under article 14 is not binding on the arbitral tribunal.<sup>26</sup> However, if the board rejects the request for joinder, the applicant's only remedy is to request a domestic court to rule on the jurisdiction of the arbitral tribunal.

Article 13 entitles a party that is involved in multiple arbitrations to request the board to have the arbitrations consolidated into a single arbitration if:

- all the parties agree;
- the claims are made under the same arbitration agreement; or
- the claims are made under different agreements but in connection with the same legal relationship and the agreements do not contain contradictory provisions.<sup>27</sup>

In contrast to article 10 of the ICC Rules, article 13 allows the consolidation of arbitrations irrespective of whether the arbitrations are between the same or different parties.

In deciding on the consolidation, the board is permitted to consider the identity of the parties, the connections between the claims made in the different arbitrations and whether the arbitrators have been confirmed or appointed in any of the arbitrations, and if so, whether the same or different persons have been confirmed or appointed.<sup>28</sup> Where the board accepts the request for joinder or consolidation, 'all parties will be deemed to have waived their right to nominate an arbitrator', and the board has the power to revoke the confirmation or appointment of arbitrators and proceed to appoint the tribunal in accordance with article 19.<sup>29</sup> Thus, the request for joinder or consolidation will be more likely to succeed where no arbitrators have yet been appointed.

Article 19 eliminates any potential problems arising in relation to the appointment of arbitrators in multiparty arbitrations:

- where the dispute is to be heard by a sole arbitrator, the multiple claimants and multiple respondents may jointly nominate the sole arbitrator for the board's confirmation;<sup>30</sup> or
- where the dispute is to be heard by three arbitrators, the multiple claimants, jointly, and the multiple respondents, jointly, will nominate an arbitrator for the board's confirmation.<sup>31</sup> The multiple claimants and the multiple respondents may then jointly nominate the presiding arbitrator for the board's confirmation within 15 days from the receipt of the board's notification that the second arbitrator has been confirmed or appointed.<sup>32</sup>

The board is further vested with full powers to address any failures on part of the multiple claimants or multiple respondents to nominate an arbitrator within the appropriate time limits.<sup>33</sup>

#### Selection of arbitrators

The New Rules preserve party autonomy in encouraging the parties to agree on the number of arbitrators, the procedure for the appointment of the tribunal<sup>34</sup> and the candidate to be confirmed by the FAI as the sole or the presiding arbitrator.<sup>35</sup> By the same token, the New Rules require the board's confirmation of all party nominated arbitrators and, thus, allow the FAI to intervene at an early stage, where the party nominated candidate is clearly unsuitable to serve as an arbitrator.<sup>36</sup>

The arbitrators' qualification requirements have been modernised to include the arbitrator's availability requirement. Each arbitrator is required to remain 'impartial and independent' of the parties involved in the arbitration, sign 'a statement of acceptance, availability, impartiality and independence' (the Statement) and disclose 'any facts or circumstances likely to give justifiable doubts as to his or her impartiality or independence'.<sup>37</sup>

The New Rules confirm the FAI's established practice of not appointing a sole or a presiding arbitrator from the same domicile as one of the parties, where the parties are of different nationalities.<sup>38</sup> In addition to the nationality of the arbitrator, the board is also required to consider:

- any qualifications required of the arbitrators by the parties' agreement;
- the nature and circumstances of the dispute;
- the language of the arbitration, the seat of arbitration and the law or rules of law applicable to the substance of the dispute; and
- any other relevant circumstances.<sup>39</sup>

The Rules establish a twofold confirmation process for the arbitrators.<sup>40</sup> The Secretariat can confirm the nomination of an arbitrator if the arbitrator's statement contains no independence and impartiality qualifications, and no party has objected to the confirmation.<sup>41</sup> In all other cases, the board will decide on the confirmation of the arbitrator. The board can decline the confirmation of the nomination only in clear-cut cases, where the arbitrator has failed to fulfil the impartiality and independence requirements or is otherwise unsuitable to sit as an arbitrator.<sup>42</sup>

Absent the parties' agreement on the number of arbitrators, the tribunal will be composed of a sole arbitrator unless the board determines that a panel of three arbitrators is 'appropriate in taking into account the amount in dispute, the complexity of the case, any proposals made by parties, and any other relevant circumstances'.<sup>43</sup> The other default provisions include that:

- if the parties have not agreed on the number of arbitrators and the board has not decided that three arbitrators should be appointed, the parties may jointly nominate the sole arbitrator within 15 days from the receipt of the board's decision on the number of arbitrators;<sup>44</sup>
- if the parties have not agreed on the number of arbitrators and the board has decided that three arbitrators should be appointed, the claimant and the respondent will each nominate one arbitrator for the board's confirmation within 15 days from the board's decision on the number of arbitrators;<sup>45</sup>
- if the parties have agreed to a sole arbitrator, the claimant and the respondent may jointly nominate the sole arbitrator for the board's confirmation within 21 days from the respondent's receipt of the request for arbitration;<sup>46</sup>
- if the parties have agreed to three arbitrators, the claimant and the respondent will each nominate one arbitrator and the claimant and respondent may jointly nominate the presiding arbitrator for the board's confirmation within 15 days from the board's notification of the confirmation or appointment of the second arbitrator;<sup>47</sup> or
- if the parties fail to nominate the arbitrators within the applicable time limits, the board will appoint the arbitrators.<sup>48</sup>

### Challenges of arbitrators

In addition to 'justifiable doubts as to the arbitrator's impartiality or independence', the grounds for the challenge of arbitrators have been revised to include a lack of any qualification that the parties have required the arbitrator to possess.<sup>49</sup> The Rules also stipulate that a party's agreement on the tribunal's participation in the facilitation of the settlement constitutes a waiver of that party's right to challenge the arbitrator's impartiality based on the arbitrator's participation and knowledge acquired in taking steps to facilitate the settlement.<sup>50</sup> The purpose of this new provision is to avoid the costs and delay associated with the challenge and

prevent the award from being set aside in circumstances where the parties enter into settlement discussions with the aid of the tribunal but reach no settlement.

The challenge must be made in writing to the FAI stating reasons for the challenge and the date on which the party became aware of the circumstances on which the challenge is based.<sup>51</sup> A party cannot challenge the arbitrator it has nominated unless it has become aware of the reasons for the challenge after the nomination was made.<sup>52</sup> If the parties do not agree on the challenge or the challenged arbitrator does not voluntarily withdraw within the time limit set by the FAI, the board has an inherent power to grant a challenge on any grounds it deems appropriate.<sup>53</sup> Like the ICC Court, the FAI board has no obligation to give reasons for its decision.<sup>54</sup>

The time limit within which to submit the challenge has further been amended from 30 days to 15 days from the challenging party's receipt of the notification of the arbitrator's confirmation or appointment, or the date when the circumstances giving rise to the challenge became known to the challenging party, whichever is later.<sup>55</sup> The rationale behind this change is to minimise the disruption to the proceedings caused by the challenge as much as possible and, thus, enhance the efficiency of the proceedings.

### The arbitral procedure

While the emphasis is on an expeditious and time-efficient arbitral procedure, the New Rules establish only a broad procedural framework that allows the parties and the tribunal considerable freedom in drawing up the procedure. Absent the parties' agreement and a contrary provision in the Rules, the tribunal is authorised to conduct the arbitration as it deems appropriate,<sup>56</sup> provided that the parties are treated equally and each party is given a reasonable opportunity to present its case.<sup>57</sup>

In the fashion of the Swiss Rules, the New Rules impose a good faith obligation on the parties and the tribunal to 'make every effort to contribute to the efficient conduct of the proceedings in order to avoid unnecessary costs and delays'.<sup>58</sup> The tribunal is authorised to impose cost sanctions on the party that fails to comply with this duty.

The New Rules further enable the tribunal to control the length of the proceedings in many respects and impose a number of obligations on the parties and the tribunal that are designed to reduce time and cost of the proceedings:

- the tribunal is required to arrange a preparatory conference at an early stage of the proceedings for the purposes of organising and scheduling the proceedings and agreeing a 'fair and cost-efficient process for the taking of evidence,' unless the tribunal deems the conference unnecessary;<sup>59</sup>
- the tribunal is obligated to establish a procedural timetable for the conduct of the arbitration at the outset of the proceedings;<sup>60</sup>
- 'to the extent possible', the parties are required to submit the documentary evidence, on which they rely, with the statement of claim and the statement of defence, respectively;<sup>61</sup>
- the tribunal is to decide on the 'admissibility, relevance, materiality and weight of the evidence' and is authorised to order any party at any time:
  - to identify the documentary evidence that the party intends to rely on and specify the circumstances that the party intends to prove by such evidence; and
  - to produce any documents or other evidence that the tribunal may consider relevant to the outcome of the case;<sup>62</sup>

- prior to any hearing, the tribunal can set a cut-off date for the presentation of new claims, arguments or documentary evidence or the introduction of new witnesses;<sup>63</sup>
- prior to any hearing, the tribunal is empowered to order the parties to ‘identify each witness they intend to call and specify the circumstances the parties intend to prove by each witness testimony’,<sup>64</sup> and
- as soon as possible after the last hearing date or the date on which the tribunal receives the last authorised written submission, the tribunal must declare the proceedings closed and inform the parties and the FAI of the date by which it expects to issue the final award.<sup>65</sup>

The New Rules also allow the tribunal to appoint a secretary ‘when deemed appropriate’, provided that the parties are first consulted.<sup>66</sup> The secretary must meet the same requirements of ‘impartiality and independence’ as any arbitrator under the New Rules. The FAI is empowered to issue additional instructions on the appointment, duties and remuneration of the tribunal’s secretary.<sup>67</sup>

#### Interim measures

One of the most substantial changes the New Rules introduces is the right of the arbitral tribunal to grant interim measures of protection. The tribunal can grant any interim measures that it deems appropriate.<sup>68</sup> The Rules do not, however, permit *ex parte* applications for interim measures. Rather, the tribunal is obliged to give the party against whom the request for an interim measure is directed an opportunity to submit comments within the time limit set by the tribunal.<sup>69</sup> To protect the respondent against any costs or damage the interim measure may cause, the tribunal is further authorised to make the granting of the interim measure conditional upon the applicant depositing a security for costs payment.<sup>70</sup>

The interim measure must take the form of an order, as opposed to an award.<sup>71</sup> The rationale behind this is to afford the tribunal the flexibility to subsequently amend or revoke the interim measure if necessary. As awards are subject to *res judicata*, it would not be possible to subsequently amend or revoke the interim measure if it was issued as an award. The Rules authorise the tribunal to amend or revoke the interim measure that it has granted at a party’s request or, in exceptional circumstances and upon prior notice to the parties, on the tribunal’s own initiative.<sup>72</sup>

The New Rules do not, however, preclude a party from seeking interim measures from a national court before the case file is transmitted to the arbitral tribunal, and in appropriate circumstances thereafter.<sup>73</sup> By requesting a national court to order an interim measure, the parties are not considered to have infringed or waived an arbitration agreement.<sup>74</sup>

In fact, the interim measures ordered by arbitral tribunals are not enforceable by law in Finland.<sup>75</sup> By agreeing to the FAI Rules, the parties are nevertheless deemed to have undertaken to comply with the tribunal ordered interim orders and the tribunal is likely to draw negative inferences from the non-compliance. However, in situations where it is particularly important to obtain an enforceable interim award, the party seeking the relief is well advised to apply to the national court.

#### Emergency arbitrator rules

In line with the leading institutional rules, the New Rules introduce an emergency arbitrator procedure. A party in need of an urgent relief that cannot await the constitution of the arbitral

tribunal is now able to request the appointment of an emergency arbitrator. The emergency arbitrator provisions are contained in appendix III.

The emergency arbitrator has the same right as the arbitral tribunal to issue interim measures, provided that the emergency arbitrator is satisfied that the applicant’s need for the interim relief is so urgent that it is necessary to grant the interim measure prior to the constitution of the tribunal.<sup>76</sup> A party may apply for the appointment of an emergency arbitrator either before or after the commencement of the arbitration, provided that the application is made to the FAI prior to the transmission of the case file to the tribunal.<sup>77</sup>

The FAI will ‘seek to appoint an Emergency Arbitrator within two days’ from the receipt of the application.<sup>78</sup> A party may challenge the appointment of the emergency arbitrator within two days from the date when the circumstances giving rise to the challenge became known to the challenging party.<sup>79</sup>

Once appointed, the emergency arbitrator is obligated to establish a procedural timetable within two days and render a decision on the application within 15 days from the receipt of the case file.<sup>80</sup> The emergency arbitrator is empowered to conduct the proceedings as he or she deems appropriate, provided that the parties are treated equally and each party is given a reasonable opportunity to present its case.<sup>81</sup>

Following the application for an emergency arbitrator, the applicant is required to submit a request for arbitration within 10 days from the FAI’s receipt of the emergency arbitrator application, failing which will result in the termination of the emergency arbitrator proceedings.<sup>82</sup> The FAI will also dismiss the application if it is manifest that no agreement to arbitrate under the FAI Rules exist.<sup>83</sup>

By agreeing to have their disputes resolved under the FAI Rules, the parties undertake to comply with any order of the emergency arbitrator.<sup>84</sup> Orders of emergency arbitrators do not, however, bind the subsequently constituted arbitral tribunal.<sup>85</sup>

#### Awards and decisions

The New Rules also confer on the tribunal a greater flexibility in rendering awards and decisions. After consulting with the parties, the tribunal is authorised to decide by a separate award an independent claim, a specific part of the claim or a separate issue in dispute, unless all the parties object to the making of the separate award.<sup>86</sup> The tribunal can also authorise the presiding arbitrator to decide on any procedural issue alone.<sup>87</sup> If any arbitrator fails to cooperate in the making of the award or other decision, the remaining two arbitrators will be able to proceed in the absence of the uncooperative arbitrator.<sup>88</sup> The New Rules further allow the tribunal to interpret the award and correct any error or omission in the award at the request of a party, provided that the request is made within 30 days from the parties’ receipt of the award and upon notice to the other parties and the FAI.<sup>89</sup> The tribunal is obligated to render the final award within nine months from the receipt of the case file. The FAI may, however, extend this time limit ‘upon a reasoned request of the arbitral tribunal’.<sup>90</sup>

#### Confidentiality

The New Rules further reverse the established Nordic practice of not subjecting the parties to an obligation of confidentiality without a specific confidentiality agreement between them.<sup>91</sup> The New Rules now render the deliberations of the tribunal confidential and obligate the FAI, the parties and the tribunal, including tribunal-appointed experts and secretaries, ‘to maintain

the confidentiality of the award'.<sup>92</sup> Except where the parties have agreed otherwise or one of the specific exceptions applies, the parties are further obligated to keep confidential all awards, orders and other decisions of the arbitral tribunal, correspondence from the tribunal to the parties as well as all documents and other materials submitted by another party in connection with the arbitration.<sup>93</sup>

## Notes

- 1 <http://arbitration.fi/>.
- 2 2013 Arbitration Rules of the Finland Chamber of Commerce (2013 FAI Rules), available at [http://arbitration.fi/rules\\_eng](http://arbitration.fi/rules_eng).
- 3 2013 Rules for Expedited Arbitration of the Finland Chamber of Commerce, available at <http://arbitration.fi/en/rules/rules-for-expedited-arbitration>.
- 4 <http://arbitration.fi/en/composition-of-the-board/>; <http://arbitration.fi/en/news>.
- 5 Arbitration Act 967/1992, available in English (Unofficial translation) at [www.finlex.fi/fi/laki/kaannokset/1992/en19920967.pdf](http://www.finlex.fi/fi/laki/kaannokset/1992/en19920967.pdf).
- 6 <http://arbitration.fi/en/statistics>.
- 7 <http://arbitration.fi/en/statistics>.
- 8 First Arbitral Rules of the FAI dated 1910, at section 11.
- 9 First Arbitral Rules of the FAI dated 1910, at section 10.
- 10 First Arbitral Rules of the FAI dated 1910, at section 16.
- 11 <http://arbitration.fi/en/statistics>. The 1993 Rules already provided for a rather ambitious time limit of 12 months for the rendering of the final award (1993 FAI Rules, at section 38).
- 12 <http://arbitration.fi/en/statistics>. The New Rules require the tribunal to make the final award within nine months from the receipt of the case file from the FAI (2013 FAI Rules, at article 42).
- 13 2013 FAI Rules, at article 52.
- 14 2013 FAI Rules, at article 6.2.
- 15 2013 FAI Rules, at article 6.6.
- 16 2013 FAI Rules, at article 6.3.
- 17 2013 FAI Rules, at article 6.3.
- 18 2013 FAI Rules, at article 31.3.
- 19 2013 FAI Rules, at article 10.
- 20 2013 FAI Rules, at article 10.2.
- 21 2013 FAI Rules, at article 10.17.
- 22 2013 FAI Rules, at article 11.
- 23 2013 FAI Rules, at article 12.
- 24 2013 FAI Rules, at article 14.1.
- 25 2013 FAI Rules, at article 14.2.
- 26 2013 FAI Rules, at article 14.3.
- 27 2013 FAI Rules, at article 13.1.
- 28 2013 FAI Rules, at article 13.2.
- 29 2013 FAI Rules, at articles 10.18 and 13.4.
- 30 2013 FAI Rules, at articles 19.2(a)-(b).
- 31 2013 FAI Rules, at articles 19.3 (a)-(c).
- 32 2013 FAI Rules, at articles 19.3(d) and 18.1(d).
- 33 2013 FAI Rules, at articles 19.2(c), 19.3(e) and 18.1(d).
- 34 2013 FAI Rules, at article 15.
- 35 2013 FAI Rules, at articles 17-19.
- 36 2013 FAI Rules, at article 21.
- 37 2013 FAI Rules, at articles 20.1 and 20.2.
- 38 2013 FAI Rules, at article 21.6.
- 39 2013 FAI Rules, at article 21.5.
- 40 2013 FAI Rules, at article 21.
- 41 2013 FAI Rules, at articles 21.2.
- 42 2013 FAI Rules, at article 21.3.
- 43 2013 FAI Rules, at article 16.
- 44 2013 FAI Rules, at article 17.2.
- 45 2013 FAI Rules, at article 18.2.
- 46 2013 FAI Rules, at article 17.1.
- 47 2013 FAI Rules, at article 18.1.
- 48 2013 FAI Rules, at articles 17 and 18.
- 49 2013 FAI Rules, at article 22.1.
- 50 2013 FAI Rules, at article 25.6.
- 51 2013 FAI Rules, at article 22.3.
- 52 2013 FAI Rules, at article 22.2.
- 53 2013 FAI Rules, at article 22.7.
- 54 2013 FAI Rules, at article 22.7.
- 55 2013 FAI Rules, at article 22.4.
- 56 2013 FAI Rules, at article 25.1.
- 57 2013 FAI Rules, at article 25.2.
- 58 2013 FAI Rules, at article 25.3.
- 59 2013 FAI Rules, at article 29.1.
- 60 2013 FAI Rules, at article 30.1.
- 61 2013 FAI Rules, at articles 31.1 and 31.2.
- 62 2013 FAI Rules, at articles 33.1 and 33.2.
- 63 2013 FAI Rules, at article 33.3.
- 64 2013 FAI Rules, at article 34.2.
- 65 2013 FAI Rules, at article 39.1.
- 66 2013 FAI Rules, at article 25.5.
- 67 2013 FAI Rules, at article 25.5.
- 68 2013 FAI Rules, at article 36.1.
- 69 2013 FAI Rules, at article 36.2.
- 70 2013 FAI Rules, at article 36.3.
- 71 2013 FAI Rules, at article 36.4.
- 72 2013 FAI Rules, at article 36.4.
- 73 2013 FAI Rules, at article 36.6.
- 74 2013 FAI Rules, at article 36.6.
- 75 Code of the Judicial Procedure (4/1734), at chapter 7.
- 76 2013 FAI Rules, at appendix III, article 1.2.
- 77 2013 FAI Rules, at appendix III, articles 2.5.
- 78 2013 FAI Rules, at appendix III, article 3.3.
- 79 2013 FAI Rules, at appendix III, articles 7.3 and 7.4.
- 80 2013 FAI Rules, at appendix III, articles 6.1, 6.4.
- 81 2013 FAI Rules, at appendix III, article 6.2.
- 82 2013 FAI Rules, at appendix III, article 2.6.
- 83 2013 FAI Rules, at appendix III, article 3.1.
- 84 2013 FAI Rules, at appendix III, article 8.3.
- 85 2013 FAI Rules, at appendix III, article 8.5.
- 86 2013 FAI Rules, at article 43.
- 87 2013 FAI Rules, at article 40.2.
- 88 2013 FAI Rules, at article 40.2.
- 89 2013 FAI Rules, at article 45.
- 90 2013 FAI Rules, at article 42.
- 91 2013 FAI Rules, at The Swedish Supreme Court's decision in *Bulgarian Foreign Trade Bank Ltd v AI Trade Finance Inc.*
- 92 2013 FAI Rules, at article 49.1.
- 93 2013 FAI Rules, at article 49.2.



**Jussi Lehtinen**  
Dittmar & Indrenius

Jussi Lehtinen is a partner at Dittmar & Indrenius and head of the firm's dispute resolution practice. His practice focuses on complex international arbitration and litigation, and he has extensive experience advising and representing corporate clients in a broad range of international arbitration disputes under the ICC, SCC and FAI Rules, as well as in litigation disputes at general and specialised courts. Mr Lehtinen has also been involved in numerous minority share squeeze-out arbitration proceedings in Finland. Prior to joining Dittmar & Indrenius, he gained commercial and legal experience from working in the legal departments of Nokia and the Helsinki Stock Exchange. Mr Lehtinen is a member of the Finnish Bar Association, the International Bar Association and the Finnish Arbitration Association.



**Heidi Yildiz**  
Dittmar & Indrenius

Heidi Yildiz is a senior associate in Dittmar & Indrenius' dispute resolution practice. Her experience includes working on international commercial arbitration disputes under the ICC, LCIA, DIS, the Arbitration Institute of the Finland Chamber of Commerce, UNCITRAL and PCA Rules. Ms Yildiz is an English-qualified solicitor. She trained and qualified in WilmerHale's London office, where she practised international arbitration as a solicitor until she joined Dittmar & Indrenius in 2011. Ms Yildiz previously worked in the London office of Herbert Smith (from 2004 to 2005). She obtained her LLB with honours from City University, London, and postgraduate diploma in legal practice from BPP Law School, London. She is a member of the Law Society of England and Wales, International Bar Association, the Finnish Bar Association, the LCIA's Young International Arbitration Group, ICDR Young & International, Young Arbitrators Stockholm, the Finnish Arbitration Association and Young Arbitration Club Finland.

---

## DITTMAR & INDRENIUS

---

Pohjoisesplanadi 25 A  
FI-00100 Helsinki  
Finland  
Tel: +358 9 681 700  
Fax: +358 9 652 406

**Jussi Lehtinen**  
jussi.lehtinen@dittmar.fi

**Heidi Yildiz**  
heidi.yildiz@dittmar.fi

[www.dittmar.fi](http://www.dittmar.fi)

Dittmar & Indrenius, established in 1899, is an independent law firm focused on the quality of its services within four practice areas: mergers and acquisitions, dispute resolution, finance and capital markets, and corporate and compliance. Dittmar & Indrenius represents both domestic and foreign companies as well as multinationals from a wide range of industry sectors.

Dittmar & Indrenius aims to provide the best legal services in complicated transactions and complex dispute resolution in its jurisdiction. Dittmar & Indrenius also strives to be the best long-term law firm partner in Finland for demanding corporate clients.

Dittmar & Indrenius' dispute resolution practice covers commercial litigation, arbitration and alternative dispute resolution. The firm represents a wide variety of clients in all types of commercial disputes ranging from litigation closely related to the ordinary course of business of a client to complex arbitration proceedings threatening the continuation of a business. The expertise necessary for each case is secured by establishing teams consisting of litigators and experts of the relevant sector of substantive law.

The partners of Dittmar & Indrenius frequently act as arbitrators in commercial arbitration proceedings.



Strategic Research Sponsor of the  
ABA Section of International Law



THE QUEEN'S AWARDS  
FOR ENTERPRISE:  
2012