ECOVIS®
DOMINICAN REPUBLIC

THE MAIN ACTION FOR ANNULMENT AGAINST THE ARBITRATION AWARD OF THE ALTERNATIVE DISPUTE RESOLUTION CENTER (1 OF 2)

José de Jesús Bergés Martín

SUMMARY

The source, legal-procedural nature, scope of application, deadlines and waiver of the action for nullity against the awards of the Dispute Resolution Council of the Chamber of Commerce and Production of Santo Domingo Inc. are analyzed.

KEYWORDS

Law 489-08, commercial arbitration, official chambers of commerce, nullity action, award, forced execution, Presiding Judge Court of Appeal, jurisdiction, 1958 New York Convention, jurisdiction, arbitration commitment, res judicata, enforceability, 2010 Constitution, ordinary and extraordinary appeal, challenge, judicial control, precautionary measures, judicial assistance, term, express and tacit waiver, public order, and due process.

I.- Sources.

1.- Law 489-08 on Commercial Arbitration (LAC), dated December 19, 2008 and Law 181-09 of July 6, 2009, which amended Article 17 of Law 50-87, of June 4, 1987, on Official Chambers of Commerce and Production, introduce for the first time in the Dominican Republic, the main action for nullity against arbitral awards:

> *"The decision of the arbitrators can only be challenged* ***by exercising the action for annulment of the award*** *in which it has been adopted" (Art. 20.3 LAC)*
>
> *"Arbitral decisions on interim measures, whatever their form,* ***are subject to the rules on annulment*** *and enforcement of awards" (Art. 21.2 LAC)*
>
> *"An arbitral award may only be appealed to a court* ***by means of a petition for nullity****" (Art. 39.1 LAC)*
>
> "*They are final and not subject to any ordinary or extraordinary appeal,* ***except for the main action***

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic

> ***for annulment of the award*** *before the Court of Appeal that corresponds to the domicile of the Chamber of Commerce to which the center in which the award was issued belongs, provided that the parties have not waived such action in their arbitration agreement" (Art.17 Paragraph III, Law 181-09 of July 6, 2009).*

II.- Background

1.- Our Law 489-08 is based on the Spanish Law 60/2003 on Arbitration (LA) of December 23, 2003, inspired by the model law drafted by the United Nations Commission on International Trade Law (UNCITRAL) in 1985 and, in turn, on the explanatory memorandum of Article V of the New York Convention of 1958. on the recognition and enforcement of awards in civil and commercial matters.

III. Scope of application.

1.- The main action for annulment applies to all awards issued by the Center for Alternative Dispute Resolution (CRA), on the occasion of institutional, national or international arbitrations, carried out in Dominican territory or even outside it, when the parties have agreed to submit to the jurisdiction of the CRA:

> "*This law shall apply to* ***arbitrations conducted within the territory of the Dominican Republic****,* ***without prejudice to the provisions of*** *international treaties to which the Dominican State is a party or of laws containing special provisions on arbitration*." (*Art. 1.1 LAC)*

> *"(1) If the parties have previously waived all recourse against awards, the court competent to hear the nullity of an arbitral award* ***rendered in the Dominican Republic*** *is the Court of Appeal of the Department corresponding to the place where the award was issued." (Art.40.1 Law 489-08)*

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic

> *"The rules contained in paragraphs 3 and 6 of Article 9, in Article 10, in Articles 12 and **21** and in Title VIII of this Law, **apply even when the place of arbitration is outside the Dominican Republic**" (Art. 1.2 LAC)*
>
> *"PARAGRAPH VI. International Disputes. **The Center may also serve as a Dominican institution that is the venue for international disputes, whether the parties have directly agreed to submit to its jurisdiction** or as a delegated institution of the Dominican Republic for international dispute settlement organizations." (Art. 15, Law 181-09 of July 6, 2009)*

IV.- Basis.

1.- The justification for the action for nullity lies, on the one hand, in the mixed nature of arbitration: it arises from a contract (arbitration clause or commitment) and ends with an award endowed with properly jurisdictional effects: res judicata and enforceability:

> *"Unless otherwise agreed by the parties, **the arbitrators decide the dispute** in a single award or in as many partial awards as they deem necessary." (Art. 36.1 LAC)*
>
> *"During the nullity process **, the award remains enforceable,** unless it is suspended..." (Art. 40.2 LAC)*
>
> *"The awards of the Alternative Dispute Resolution Centers of the Chambers of Commerce shall not be subject for **their enforceability** to the recognition process provided for in Articles 41 et seq. of the Commercial Arbitration Law No. 489-08 dated December 19, 2008 and shall have **the same enforceable force as judgments issued in***

> ***the second degree of jurisdiction***." *(Art. 17, Paragraph II, Law 181-09 of July 6, 2009)*
>
> "*Precisely, if the legal system endows the arbitral award with the aforementioned effects, there is no doubt that* ***some type of judicial control must be arbitrated***". (*González – Montes, Sánchez, José, El Control Judicial del Arbitraje, Ed. La ley, Madrid, 2008, p. 17; Senes Montilla, C. Judicial Intervention in Arbitration, Pamplona, 2007, p. 26)*

2.- In addition, even when the parties resort to arbitration discarding the courts, they do not waive the fundamental right to obtain effective judicial protection and due process enshrined in Article 69 of the Constitution of January 26, 2010, with respect to the awards that settle the controversies:

> "*Every person, in the exercise of his or her rights and legitimate interests, has the right to obtain effective judicial protection, with respect for due process, which shall be made up of the minimum guarantees established below.*"

V.- Legal nature.

1.- This action is not an ordinary or extraordinary remedy, since it does not examine the facts or the application of the law, does not assess or assess the evidence, limiting itself to supervising the material or procedural regularity of the award or arbitration or, in any case, the action *in proceeding* of the arbitrators[1]. It is, according to Fernández Ballesteros López, a "*rescissory action*" "*aimed only, to the exclusion of any other type of claim, to render ineffective or deprive of effect the arbitral award, attacking its force of res judicata, by means of the allegation of previously assessed reasons, which, if upheld, cause a constitutive effect, since a legal situation different from that which has existed up to that moment is created:*

[1] Barona Villar, S., Comentarios a la Ley de Arbitraje 60/2004, Madrid, 2004, pp. 1340-1346; González-Montes, José Luis, op. cit., p. 25.

the arbitral award was final, valid and enforceable and now it ceases to be so".[2] González-Montes Sánchez corroborates this criterion: "*We are, therefore, facing a new process, in this case of a judicial nature that does not have its antecedent in another jurisdictional process but in arbitration, which makes it an* ***autonomous process of challenge****, where the competent court develops in this case a* ***function of judicial control of arbitration*** *and not of support for it, as could happen in other cases – adoption of precautionary measures, assistance in matters of evidence or forced execution, among others-*".[3] The most recent Iberian jurisprudence corroborates the doctrine:

> "*The action for annulment of arts. 40 et seq. of the Arbitration Law seeks to render null and void what may constitute overreach, but not to correct the deficiencies in the decision of the arbitrators, nor to interfere in the process of its preparation, distorting its simplicity and confidence, and its scope refers only to the form of the trial or mere formal guarantees, but it cannot rule on the merits. In this appeal, the court limits itself to correcting deficiencies or omissions, without the possibility of discussing the greater or lesser basis of the decision. The causes of art. 41, in number of five, refer to the 2nd and 3rd to strictly formal rules, and the first and fourth to the lack of compliance with the principles of dispositive and congruence, the 5th being the guarantor of public order...",* are *"... external, formal, ritualistic causes and without touching at all the substantive forms or the substantive issues of the facts submitted to arbitration. To do otherwise would be to strip arbitration of its characteristics if the powers of the arbitrators to decide with*

[2] Fernández Ballesteros López, Comentarios a la Nueva Ley de Arbitraje 60/2003, Navarra, 2004, pp. 412 and 413.

[3] González-Montes, José Luis, op. cit., p. 27 (against, Hinojosa Segovia, Commentary on the Arbitration Law, Madrid, 2006, pp. 513-514).

complete freedom of criteria and grounds were not admitted, and therefore the parties' estimates regarding the justice of the award or the deficiencies of the judgment or the more or less correct way of resolving the issue and evaluating the result of the evidence taken could not serve as a basis for the action for annulment."
(SAP, Vizcaya, section 4, May 17, 2005, cited by Marta Artacho Martin-Lagos, Studies on Arbitration: the key issues, Editorial La Ley, February 2008, Madrid, Spain)

VI.- Voidable awards.

1.- Any award that puts an end to a controversy is subject to challenge by means of an action for nullity. Depending on the nature of the dispute, we can classify voidable awards into:

a) Incidental: Those that deal with the capacity of one of the parties in the arbitration, the existence or validity of the arbitration clause, the jurisdiction and that the court has exceeded its mandate, provided for in Articles 20.1 and 20.2 of the LAC. Articles 9.2, 9.3, 11.2 and 11.3 of the RA of the CRA govern such exceptions.

b) Provisional: These refer to precautionary measures and the suspension or lifting of the same, prescribed in Articles 21.1 and 21.2 and 13, respectively, of the LAC. Paragraphs VII and VIII of Article 16 of Law 181-09 of July 6, 2009 provide for these. Article 30 of the RA of the CRA regulates this aspect.

c) Partial: They correct errors, clarify obscure or ambiguous points, interpret concepts and complete the award with respect to petitions made and not resolved in it, indicated in articles 36.1 and 38.1, respectively, of the LAC. Paragraph VI of Article 17 of Law 181-09 of July 6, 2009 provides for such awards. Article 37 of the RA of the CRA governs them.

d) Final without a decision on the merits: They include the withdrawal, settlement or agreement of the parties without partially or totally resolving the dispute, or terminating the arbitration proceedings, provided for in articles 37.2a),

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic

35 and 37.2b) of the LAC and art. 34 of the CRA. Also those that state the impossibility or not need to continue the proceedings, provided for in Article 37.2c) LAC, and in Articles 7.2f), 7.3 and 9.1 of the CRA.

e) Final or substantive: They accept the settlement of the parties by partially or totally resolving the dispute or settle the merits of the response, as provided for in articles 35, 36.1 and 35.2 of the LAC and 34.1 and 35.1 of the CRA.

VII. Awards not subject to annulment

1.- Those that order investigative measures at the request of both parties (communication of documents, personal appearance, transfer to places, information); accept the termination of the arbitration process due to the settlement, withdrawal or withdrawal of the claimant, without the opposition of the respondent, or prove the impossibility of continuing the arbitration, as provided for in articles 35.1 and 37, respectively, of the LAC. Articles 33, 34, 35 and 36 of the RA of the CRA regulate this regard. In these cases, a legitimate interest cannot be justified to bring an action for nullity.

VIII.- Time limit for bringing the action.

1.- Articles 39.5 of the LAC and paragraph VI of Article 16-1 of Law 181-09, of July 6, 2009, require that "*the action for annulment of the award must be exercised within the month following its notification*", without specifying whether said term is free or not. In the face of the silence of the legislator, the principle established by Article 1033 of the Code of Civil Procedure applies, which considers all deadlines that have as their starting point the notification to a person or to a domicile, which is in line with the provisions of Article 6.1 of the RA of the CRA, which states: "*All the deadlines established in these Regulations and those that are set in the course of the proceedings shall be unless the court has expressly established otherwise*."

2.- Article 39, paragraph 5, of the LAC and paragraph VI of Article 17 of Law 181-09 of July 6, 2009, specify that when a corrective, clarifying or complementary award to the substantive award has intervened, the starting point of the term to exercise the action begins the month following the notification of such awards.

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic

IX.- The express waiver of the action in nullity.

1.- The Dominican legislator departed from the Spanish model by conferring on the parties the right to previously waive the main action for nullity against the award in Article 40.1 of the LAC and in paragraph III of Article 17 of Law 181-09 of July 6, 2009.

> "***If the parties have not previously waived the right to exercise any remedy against the awards,*** *the court competent to hear the nullity of an arbitral award issued in the Dominican Republic is the Court of Appeal of the department corresponding to the place where it was issued" (Art. 40.1 LAC)*
>
> "*They are final and not subject to any ordinary or extraordinary appeal, except for the main action for annulment of the award before the Court of Appeal that corresponds to the domicile of the Chamber of Commerce to which the center in which the award was issued belongs,* ***provided that the parties have not waived such action in their arbitration agreement****" (Art.17, paragraph III, Law 181-09 of July 6, 2009).*

2.- In Spain and France, the early waiver of the action for annulment is considered to be at odds with the principle of judicial protection, only the validity of the waiver made after the award is admitted:

> "***Never, however, can there be any hint of an early waiver of the action for annulment for the reasons expressed in Article 41.1 LA, since this would affect the fundamental right to effective judicial protection of Article 24.1 CE****, as already pointed out by the Supreme Court of 10 March 1986. If it is possible, it is obvious to say it, not to*

challenge the award by letting the established period to do so pass. But this is not technically a waiver but a decay of rights." (Merino Merchán, J. and Chillón Medina, J., op. cit. p. 476, No. 1057)

"*But this nullity is not of public order, in the sense that it can be covered by a voluntary execution (Rec. 8 dec. 1914, D.P. 1916.1.194).*" (Encyclopédie Dalloz, Civil, V, Les-Pret, ordre public, p. 3, No. 41)

"*The appeal for annulment may therefore be filed* ***without the possibility for the parties to waive it prior to the pronouncement of the judgment***." (Encyclopédie Dalloz, Commercial, I, A-B, commercial arbitrage, p. 15, No. 260)

3.- In our country, the doctrine adopts a similar position, when there has been a violation of public order, non-observance of due process causing a violation of the right of defense or the arbitrators have ruled on issues not susceptible to arbitration:

"*Because Article 40 of said law establishes as an obstacle to the exercise of the action for nullity the waiver of appealing the award, it is necessary to determine the true scope of this prohibitive provision. The question arises, is the exercise of that action really prohibited in the presence of a clause waiving the exercise of any remedy? In my view,* ***when the defect affecting the arbitral award consists in the fact that there has been a breach of due process, giving rise to a violation of the right of defense; or when the arbitrators have ruled on issues not susceptible to arbitration; in these three cases, the waiver of their challenge by means of an action for nullity is not effective, nor valid, and any of the parties that are affected by these defects may empower the Court of Appeal for its knowledge and***

ruling. *To support my criterion, I have recourse to paragraph 3) of the aforementioned Article 39, which provides that in the cases indicated above, the court may assess these irregularities ex officio. In addition, Article 45, which refers to the grounds for refusing recognition or enforcement of an arbitral award, provides in paragraph (2) that in cases (b), (f) and (g), which are the same cases as those referred to above with regard to the defects affecting the arbitral award that may lead to its nullity, They may be assessed ex officio by the court hearing the obtaining of exequatur for the enforcement of the award and therefore the recognition or enforcement of the award may be refused, regardless of the country in which it has been issued.* ***In both the cases provided for in Article 39 and Article 45, there is an underlying character of public policy that cannot be the subject of a transaction or agreement by virtue of both Article 6 of the Civil Code and Article 48 of the Constitution of the Republic.*** *Finally, in this regard, it should be pointed out that* ***when it comes to the violation of a fundamental right enshrined in the Constitution of the Republic, under no circumstances can an arbitration agreement rule out the possibility of the nullity of that agreement being invoked before a competent constitutional body, because, as established, in the case of due process, it compromises rules and norms of constitutional public order, which is why both their defense and their control are inalienable, and with them one cannot compromise****"* (Subero Isa, Jorge, La asistencia judicial, requisito esencial de un régimen favorable al arbitraje, pgs. 22, 23 and 24, Seminar on Arbitration in Latin America, 28 August 2009, www.suprema.gov.do)

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic

Such a waiver is invalid by virtue of Article 69 of the Constitution in force as of January 26, 2010, which expressly enshrines the principle of effective judicial protection and due process. *(See IV.2 above)*

X. The tacit waiver of the action for nullity.

1.- Article 7 of the LAC establishes the presumption of tacit waiver of the right to act for annulment against the award, of the party who did not object to the defect or violation upon learning of them, during the arbitration, except in the case of violation of due process that violates the right of defense or public order:

> "*If a party, knowing of the violation of any provision of this law, from which it may depart or of any requirement of the arbitration agreement, does not formulate its objection within the period or time provided in each case,* ***it shall be considered that it waives its powers of challenge****,* ***unless it is a substantial formality and the grievance is proven or it is a violation of public order***." *(Art. 7 LAC)*

2.- This tacit waiver is based on the doctrine of own acts, accepted by Spanish arbitration jurisprudence:

> "*...The parties are the owners of the arbitration in all its extremes and this situation causes them to consent to the infractions that may exist throughout the arbitration,* ***so that if a party knows of an infraction and does not denounce it in time, its intrinsic or tacit will must be deduced, extracted from the acts it carries out, to consent to it*** *and this, in short, by application of the doctrine of own acts that has been included in countless judgments of the Supreme Court, for example, 12 July 1990, 5 March 1991 and 20 May 1993" (SAP Valladolid (Section 1), of 9 February 2006)*

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic

3.- The scope of application of the tacit waiver is limited only to "the violation of any provision of this law, from which it may depart, or of any requirement of the arbitration agreement" being expressly excluded by the legislator, the violation "of a substantial formality and the tort is proven, *(Arts. 7 LAC);* violation of due process that violates the right of defense *(Art. 39.2.b LAC);* the violation of public order...", *(Art. 39.2.f LAC);* and finally, when "the arbitrators have ruled on issues not subject to arbitration" *(Art. 39.2.e LAC).* These infractions cannot be remedied by the tacit will of the parties, nor is the doctrine of own acts applied to them, in which case, the party that did not make the corresponding objection when it learned of it during the arbitration, retains its right to subsequently bring an action for nullity against the award, before the authorized Court, which may decree it even ex officio, as expressly provided for in numeral 4 of article 39 of LAC.

4.- What is the "period or time provided for in each case" to object to the remediable infractions susceptible to tacit waiver, to which the aforementioned Article 7 refers? See:

a) <u>As regards the exceptions relating to the existence or validity of the arbitration agreement</u>. From the combined study of Articles 20.1 and 20.3 of the LAC, it can be inferred that the party must object to it *in limini litis*, that is, before discussing the merits:

> "*(1) The arbitral tribunal shall have the power to decide on its own jurisdiction,* ***including on exceptions relating to the existence or validity of the arbitration agreement*** *or any other objections* ***the structuring of which precludes the merits of the dispute***." *(Art. 20.1 LAC)*
>
> "*(3) The arbitral tribunal may decide* ***on the exceptions referred to in this article in advance before deciding on the merits***." *(Art. 20.3 LAC)*

b) <u>As for the objection of lack of jurisdiction</u>. Article 20.2 of the LAC states that the party "*must oppose at the latest at the time of filing a defense*" which takes

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic

place, according to 10.4 of the LAC, at the time of the "... *exchange of briefs of claim and defense within the arbitration process*", which is in line with the provisions of the RA in this regard. In fact, Articles 8.1 and 11.3 of the RA provide that "*the defendant shall respond within fifteen (15) days from the receipt of the application, and must rule on the claims of the claimant*" and "*the objection of lack of jurisdiction of the arbitral tribunal must be raised at the beginning of the litis under penalty of inadmissibility*".

(c) That the Arbitral Tribunal has exceeded its mandate. Article 20.2 requires that the party "*shall object as soon as it arises during the arbitral proceedings, the matter in which it allegedly exceeds its mandate*".

d) As to the incapacity of one of the parties to the arbitration agreement. Article 20 of the LAC does not include incapacity as an exception to be proposed as a preliminary issue before entering into the merits of the dispute. The Spanish legislator expressly excluded incapacity as a ground for annulment, considering it to be subject to the ground for annulment on the grounds of invalidity or non-existence of the agreement:

> "*Once again the influence of the Model Law has been felt (art. 34 LM), although expressly leaving out the reason for incapacity, to which the LM alludes, although ultimately* ***the incapacity of one of the parties presupposes, in accordance with Spanish domestic law, a radical or non-existent nullity of the agreement*** *as determined in articles 1261.1 and 1263.2 in relation to article 9.1 CC.* ***This may be the reason why incapacity has been excluded****." (Merino Merchan, Chillón Medina, Tratado de Derecho Arbitral, op. cit., p. 696, N. 1547*)

Accordingly, we understand that this objection must also be raised as soon as the party becomes aware of it in the course of the arbitration.

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic

(e) Irregularity in the composition of the court or in the procedure; As in the cases examined above, it must be denounced as soon as it is detected by the affected party, in the course of the arbitration:

> "*From the foregoing, it has been possible to verify that the causes invoked by the plaintiff in this lawsuit* ***were not asserted at the time of making his observations, in that sense and because even though such causes*** *may constitute the nullity of an award in an arbitral proceeding, it is pertinent that the party interested in the annulment of the arbitral award,* ***has timely invoked the respective grounds for annulment before the arbitral tribunal itself, which did not happen in this case****, so those claims are rejected."*
> *(Civil Ordinance No.54, September 20, 2010, Presidency of the Civil Chamber of the Court of Appeal of the National District, request for a referral in suspension of award, exp.026-01-2010-0054)*

4.- It is important to specify that, in any of the five (5) cases explained above, if the infringement that was not objected to by the party when it became aware of it during the arbitration, involves a lack of defense, violation of public policy or decision of a non-arbitrable matter, the tacit waiver cannot be operated, and therefore, it retains its right to subsequently act for nullity against the award before the authorized Court.

5.- Finally, in the event that the prior complaint of the infringement has been made during the arbitration, it is important to attach to the application for annulment, the certification of the arbitral tribunal stating it. *(Civil Ordinance No.54, p.10, September 20, 2010, Presidency of the Civil Chamber Court of Appeal of the National District, request for reference in suspension of award, exp.026-01-2010-0054).*

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic

BIBLIOGRAPHY

Law 489-08 on Commercial Arbitration
United Nations, Convention on the Recognition and Enforcement of Foreign Judgments, New York, 1958

Law 50-87 dated June 4, 1987 on Chambers of Commerce and Production

United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration, 1985

Constitution of the Dominican Republic 2010

Code of Civil Procedure of the Dominican Republic

González – Montes, Sánchez, José, El Control Judicial del Arbitraje, Ed. The Law, Madrid, 2008, p. 17

Gonzalez de Cossío, Francisco, Arbitraje, Ed. Porrúa, Mexico, 2011, pag. 726

Senes Montilla, C. Judicial Intervention in Arbitration, Pamplona, 2007, p. 26

Barona Villar, S., Comentarios a la Ley de Arbitraje 60/2004, Madrid, 2004, pp. 1340-1346

Fernández Ballesteros López, Comentarios a la Nueva Ley de Arbitraje 60/2003, Navarra, 2004, pp. 412 and 413.

SAP, Vizcaya, section 4, May 17, 2005, cited by Marta Artacho Martin-Lagos, Studies on Arbitration: The Key Issues, Editorial La Ley, February 2008, Madrid, Spain

Encyclopédie Dalloz, Civil, V, Les-Pret, Ordre Public, p. 3, No. 41

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic

Encyclopédie Dalloz, Commercial, I, A-B, Arbitrage Comercial, p. 15, No. 260

Subero Isa, Jorge, Judicial assistance, essential requirement of a favorable regime for arbitration, pgs. 22, 23 and 24, Arbitration Seminar in Latin America, 28 August 2009, www.suprema.gov.do

SAP Valladolid (Sect. 1), of 9 February 2006

Civil Ordinance No.54, September 20, 2010, Presidency of the Civil Chamber of the Court of Appeal of the National District, application for referral in suspension of award, exp. No. 026-01-2010-0054

Civil Ordinance No.54, p.10, September 20, 2010, Presidency of the Civil Chamber Court of Appeal of the National District, application for referral in suspension of award, exp. No. 026-01-2010-0054

ECOVIS VS+B
C/ Federico Geraldino 47, Plaza Jenika, 401, Piantini
Santo Domingo, Dominican Republic
Phone: +1 809 563 3610
Email: j.bergesm@ecovis.do - **Web:**www.ecovis.com/dominicanrepublic