ASA Bulletin

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Aims & Scope

Switzerland is generally regarded as one of the World’s leading place for arbitration proceedings. The membership of the Swiss Arbitration Association (ASA) is graced by many of the world’s best-known arbitration practitioners. The Statistical Report of the International Chamber of Commerce (ICC) has repeatedly ranked Switzerland first for place of arbitration, origin of arbitrators and applicable law.

The ASA Bulletin is the official quarterly journal of this prestigious association. Since its inception in 1983 the Bulletin has carved a unique niche with its focus on arbitration case law and practice worldwide as well as its judicious selection of scholarly and practical writing in the field. Its regular contents include:

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- Notices of publications and reviews

Each case and article is usually published in its original language with a comprehensive head note in English, French and German.

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Books related to the topics discussed in the Bulletin may be sent for review to the Editor (Matthias Scherer, LALIVE, P.O. Box 6569, 1211 Geneva 6, Switzerland).
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SIA 150:2018 – Modern Swiss arbitration rules
for construction disputes

BERND EHLE*

I. Introduction

Construction projects are notoriously susceptible to disputes and often require a speedy resolution to keep the works on track. The Swiss Society of Engineers and Architects (SIA),1 which issues the most widely used domestic standard form construction contract, has issued a modern set of arbitration rules – the SIA Standard 150:2018 (the “SIA 150”) – which entered into force on 1 January 2018. It replaced an outdated 1977 version2 and breaks new ground by introducing several innovative features aimed at efficient dispute resolution. These features include the appointment of a technical expert advising the arbitral tribunal and a procedure for an urgent determination of certain predefined legal issues typically arising in construction disputes.

While most Swiss domestic construction disputes are still submitted to the courts, the new SIA 150 increases the attractiveness of arbitration as a dispute resolution mechanism for Swiss projects. The construction-specific innovations it contains may also with time be used as a model for the revision of other arbitration rules, especially rules that are often used in the construction sector.

II. Scope of application and nature of SIA arbitration

According to Article 1(2), and unless the parties have agreed otherwise, the new SIA 150 applies to all arbitration proceedings commenced under this standard after 1 January 2018, irrespective of when the arbitration agreement was concluded. The SIA 150 was primarily designed to be used for Swiss domestic arbitral proceedings in the construction industry.

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1 The Swiss Society of Engineers and Architects (SIA) is Switzerland’s leading professional association for construction, technology and environment specialists: http://www.sia.ch/en/the-sia/.
However, it may also be applied to disputes unrelated to construction or in an international context; moreover, although rarely the case in practice, the seat can be outside of Switzerland.\(^3\)

An update of the predecessor SIA 150:1977 arbitration rules was overdue as they had remained unchanged since they were first issued. The new SIA 150 is now aligned with Switzerland’s current legislation, including Articles 353 – 399 of the Swiss Civil Procedure Code (CPC), which replaced the 1969 Intercantonal Concordat on Arbitration in 2008.\(^4\)

Contrary to the *ad hoc* nature of arbitral proceedings under the 1977 standard, which could be somewhat ungainly and costly,\(^5\) arbitration under the new SIA 150 can be characterised as “light touch” institutional arbitration: the SIA’s Head Office (“Office”)\(^6\) now has certain powers and is tasked with guaranteeing that arbitral proceedings are set in motion efficiently. The Office receives notices of arbitration;\(^7\) determines the number of arbitrators, if necessary,\(^8\) and their nomination;\(^9\) transmits the file to the arbitral tribunal once constituted;\(^10\) and archives the award upon completion of the proceedings.\(^11\) In contrast to the powers of the institutions under many other arbitration rules, however, the Office does not deal with the challenge and replacement of arbitrators, for which the parties must resort to the *juge d’appui*.\(^12\)

### III. State-of-the-art procedural rules and push for efficiency

Completely revising its 1977 predecessor, the SIA 150 follows the structure of recognised, modern arbitration rules with which most arbitration practitioners are familiar, for example, the Swiss Rules of International Arbitration (the “Swiss Rules”) or the ICC Rules of Arbitration.\(^13\) Indeed, the

\(^3\) Article 3(1) SIA 150; Roland Hürlimann, Schiedsgerichtsbarkeit in Bausachen – Die neue SIA-Norm 150:2018, in: Jusletter 18 December 2017, para. 7; Tarkan Göksu, Die neue SIA-Schiedsordnung (SIA 150:2018), in: BR/DC I/2018, p. 5.

\(^4\) Hürlimann, *op. cit.*, para. 3; Göksu, *op. cit.*, p. 5.

\(^5\) For instance, the SIA standard 150:1997 provided for a three-member tribunal by default.

\(^6\) The SIA Head Office is based in Zurich.

\(^7\) Article 3(1) SIA 150.

\(^8\) Article 5(2) SIA 150.

\(^9\) Article 6 SIA 150.

\(^10\) Article 7(3) SIA 150.

\(^11\) Article 33 SIA 150.

\(^12\) Articles 8(5) and 9 SIA 150.

\(^13\) Hürlimann, *op. cit.*, para. 8.
SIA 150 arbitration rules grant parties sufficient liberty to tailor proceedings to their specific needs\textsuperscript{14} and are, in many respects, more aligned with the rules well-known in international arbitral proceedings rather than in Swiss civil litigation. For instance, in addition to tribunal-appointed experts, the SIA 150 expressly admits reports prepared by party-appointed experts as evidence, provided that the reports reflect the expert’s own perception and are confirmed by the expert.\textsuperscript{15}

The SIA 150’s focus on procedural efficiency is striking. Arbitrators expressly undertake to work swiftly,\textsuperscript{16} and disputes are submitted to a sole arbitrator by default unless the complexity of the matter or the amount in dispute warrant a three-member tribunal.\textsuperscript{17} The parties may declare to the arbitral tribunal that their notice of arbitration and answer thereto are to stand as their detailed statement of claim or defense, respectively.\textsuperscript{18} There are precise and strict time limits for submissions, and a second round of submissions is conditional upon the arbitral tribunal granting such exchange at the instruction hearing\textsuperscript{19} – a tool that makes it easier for arbitrators to avoid unnecessary submissions.

Where the amount in dispute does not exceed CHF 250,000, or where the parties so agree, the arbitration may be conducted as an expedited procedure\textsuperscript{20} with virtually the same acceleration features also found in Article 42 of the Swiss Rules: a sole arbitrator; a single exchange of written submissions; a single hearing (or, where the parties agree, a decision on the basis of documentary evidence only); and a six-month time limit for the sole arbitrator to render the award,\textsuperscript{21} either in a summary fashion or, with the parties’ agreement, without reasons.\textsuperscript{22} However, where the dispute turns out to be too complex to be conducted as an expedited procedure, the arbitral tribunal may adapt the proceedings in consultation with the parties\textsuperscript{23}.

\textsuperscript{14} The parties can opt to apply the SIA 150 as a whole or only in part, Article 13(1) SIA 150.
\textsuperscript{15} Article 24(4) SIA 150; see Göksu, \textit{op. cit.}, p. 8.
\textsuperscript{16} Article 8(1) SIA 150.
\textsuperscript{17} Article 2(2) SIA 150.
\textsuperscript{18} Articles 16(1) and 17(1) SIA 150. This is similar to Articles 18(1) and 19(1) of the Swiss Rules.
\textsuperscript{19} Article 20 SIA 150.
\textsuperscript{20} Article 41 SIA 150 uses the term “simplified procedure” (“\textit{Vereinfachtes Verfahren}”; “\textit{procédure simplifiée}”).
\textsuperscript{21} The SIA Office can extend the six-month period upon a reasoned request of the Tribunal, Art. 41(1)(c) SIA 150.
\textsuperscript{22} Article 41(1)(d) SIA 150.
\textsuperscript{23} Article 41(2) SIA 150.
IV. Greater emphasis on settlement facilitation

Settlement facilitation is a recurring theme in the SIA 150. Several provisions aim at seizing any possible opportunity for the parties to resolve their dispute amicably. To begin with, the arbitral tribunal is expressly empowered to facilitate a settlement between the parties “at any time” during the proceedings, without the need to obtain the parties’ prior agreement.24

With the parties’ consent, the case management conference25 may be used as an early opportunity to freely discuss the matter between the parties and the arbitral tribunal, and to reach a settlement of the dispute before any further costs are incurred. If the parties reach a settlement, this may be recorded and signed by the parties.26 Upon the parties’ request, the settlement may also be issued in the form of an award by consent.27

Should settlement attempts at the case management conference remain unsuccessful, the parties shall make another attempt at the instruction hearing (“Instruktionsverhandlung”; "débats d'instruction") that must be convened after the first round of detailed submissions.28 The concept of the instruction hearing follows a well-known “Germanic” tradition29 that has gained some recognition and momentum in arbitral proceedings in recent years:30 the arbitrators provide the parties with a preliminary assessment of the case, including the arbitrators’ view as to the parties’ burden of proof and the likely outcome of the matter based on the case file, prior to the taking of any

24 Article 13(7) SIA 150. This provision is more broadly worded than e.g. Article 15(8) of the Swiss Rules.
25 Article 15(2) SIA 150. The case management conference must take place within 30 days following the constitution of the arbitral tribunal, and thus even earlier than under Article 24(1) of the ICC Rules.
26 Article 15(2) SIA 150.
27 Article 32 SIA 150.
28 Article 19(1) SIA 150.
30 See, e.g., Article 26 of the 2018 DIS Arbitration Rules (Encouraging Amicable Settlements): “Unless any party objects thereto, the arbitral tribunal shall, at every stage of the arbitration, seek to encourage an amicable settlement of the dispute or of individual disputed issues.”
oral evidence. As the arbitrators’ preliminary assessment identifies the strengths and weaknesses of each party’s case, it may – and often does – induce the parties to settle their dispute amicably.

Conducting this kind of detailed case review with the parties can be a challenging task for the arbitrators who must have reviewed the case material, thought through and deliberated on all relevant issues to be able to provide the parties with a preliminary assessment within some 30 days after having received the statement of defense. Depending on the complexity of the dispute and the volume of evidence to absorb, this can be a substantial amount of work. Only if done properly may this mechanism serve its purpose of convincing the parties to settle the matter. Although a challenge to this procedure is possible, the parties consented to it when agreeing on the SIA 150 standard; that is, they knew that the arbitrators would be mandated to provide a preliminary assessment of their case.

The significance that the SIA 150 ascribes to the promotion of amicable settlements is further reflected in the provisions on costs. In principal, costs follow the event, i.e. they are allocated in proportion to the parties winning or losing the dispute. However, where a winning party is awarded an amount only slightly higher than it would have obtained had it accepted the opponent’s written settlement offer prior to the case management conference, it may be ordered to bear the entire costs of the proceedings. Hence, the SIA 150 seeks to penalise parties who refuse reasonable settlement offers, similar to the Calderbank offer mechanism used in some common law jurisdictions. This solution can be quite effective where parties negotiate in good faith and have a common interest in avoiding further costs. Each party to an SIA arbitral proceeding is thus well advised to scrutinise any settlement offer and balance the risks and benefits of refusing or accepting such an offer.

Furthermore, in awarding costs for party representation, the arbitral tribunal must consider not only the outcome of proceedings, but also the

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31 The arbitral tribunal’s assessment is expressly not “on the record” and neither binds the arbitrators nor the parties in any way, Article 19(2) SIA 150.
32 Göksu, op. cit., p. 7.
33 The registration fee amounts to CHF 1,000 (Article 36 SIA 150), which is lower than the fee required under other arbitration rules. Also, unlike many other arbitration rules, the SIA 150 does not provide a scale of arbitrator’s fees, but simply stipulates that the arbitrator’s fees must be “reasonable” (Article 37 SIA 150).
34 Article 38(2) SIA 150.
35 Article 38(3) SIA 150.
parties’ conduct during the arbitration and whether their case was made and argued in good faith.\textsuperscript{36}

It can be assumed that, with the various steps for settlement facilitation built into the arbitration rules, a significant proportion of construction disputes under the SIA 150 will indeed be resolved amicably.

V. Taking of evidence

Unlike most arbitration rules and laws, the SIA 150 contains detailed provisions on evidence.\textsuperscript{37} The general adversarial principle, according to which each party must present those facts upon which it wishes to rely for its relief sought, is stipulated in the first sentence of Article 24(1), but then qualified in the remainder of the provision.

First, the parties may complement their factual submission by including specific references to the contents of certain documents already on the record. A reference is deemed sufficiently specific where it is clear which concrete statements in the referenced document are intended to supplement the statement of facts, and the context is either explained in, or is readily apparent from, the written submissions.\textsuperscript{38} Parties do not, therefore, need to re-produce lengthy, detailed evidence in the written submissions.\textsuperscript{39}

Second, where the arbitral tribunal finds that a party’s factual allegations are unclear, contradictory, imprecise or incomplete, it may question that party in order to push it to complete its factual allegations or adduce further evidence.\textsuperscript{40} In addition, and similar to Article 24(3) of the Swiss Rules, the arbitral tribunal may exercise its investigative powers and request certain information, documents and other evidence.\textsuperscript{41} As a result of these provisions, an SIA arbitral tribunal cannot generally reject claims based on a lack of substantiation.\textsuperscript{42}

Third, the arbitral tribunal’s decision may also take into account facts arising from the documentary evidence and witness or expert evidence,

\textsuperscript{36} Article 39(1) SIA 150.
\textsuperscript{37} Article 24 SIA 150; Göksu, \textit{op. cit.}, p. 7.
\textsuperscript{38} Article 24(1) SIA 150.
\textsuperscript{39} Göksu, \textit{op. cit.}, p. 7.
\textsuperscript{40} Article 24(2) SIA 150.
\textsuperscript{41} Ibid.
\textsuperscript{42} Göksu, \textit{op. cit.}, p. 8.
irrespective of whether one of the parties has argued these facts in its submissions.\textsuperscript{43}

It remains to be seen how this fact-finding flexibility, which deviates significantly from rules of evidence under Swiss civil procedure law, will be put into practice and whether procedural skirmishes may arise, e.g. where one party considers that the arbitral tribunal has been too forthcoming in indicating to the opposing party what evidence is missing. In any event, the equal treatment of the parties and the right to be heard must be guaranteed.\textsuperscript{44} In line with settled case law of the Swiss Federal Supreme Court,\textsuperscript{45} alleged violations of procedural rules must be objected to immediately, failing which a party would be precluded from subsequently raising them.\textsuperscript{46}

\textbf{VI. Technical expert as a tribunal consultant}

The SIA 150 introduces a welcome, novel type of expert: the arbitral tribunal has the power to call in a technical expert (“Fachexperte”; “expert technique”) to accompany the proceedings.\textsuperscript{47} The technical expert must be independent and impartial in the same way as the arbitrators\textsuperscript{48} and is excluded from liability.\textsuperscript{49}

Unlike tribunal-appointed experts, the technical expert has a special status as a consultant to the tribunal, with an “advisory voice”.\textsuperscript{50} The advantage of allowing the arbitral tribunal to consult a technical expert is that it can enhance its technical know-how without going through the lengthy and more costly exercise of obtaining expert evidence through reports.

Of course, the technical expert may not be a “fourth arbitrator”. Indeed, the Swiss Federal Supreme Court has recognised that arbitral tribunals may be assisted by external consultants only as long as the arbitrators do not delegate their decision-making functions to such consultants.\textsuperscript{51} One may expect, however, that in many cases the arbitrators

\textsuperscript{43} Article 24(3) SIA 150.
\textsuperscript{44} Article 13(3) SIA 150.
\textsuperscript{46} Article 13(6) SIA 150.
\textsuperscript{47} Article 12 SIA 150.
\textsuperscript{48} Articles 7, 8 and 12(1) SIA 150.
\textsuperscript{49} Article 43 SIA 150.
\textsuperscript{50} Article 12(2) SIA 150.
would follow the professional advice obtained from the technical expert. Resorting to the possibility of obtaining specialised advice from a technical expert makes sense especially where the dispute is submitted to a sole arbitrator, where the arbitrators’ combined expertise and experience is insufficient for certain technical questions, or where technical questions span across several domains. The possibility of punctually and rather informally consulting a technical expert, as opposed to going through a complicated appointment process,⁵² may also better serve the parties’ expectations of a speedy resolution of the dispute.

This procedure does, however, have its limits where the parties’ right to be heard is affected as the parties are not privy to the ongoing and contemporaneous exchanges between the arbitral tribunal and the expert. As rightly argued by Göksu,⁵³ the parties must be granted the possibility of commenting on the advice given by the technical expert before the arbitral tribunal renders its award. The arbitral tribunal should therefore keep a record of the expert’s advice and disclose it, either regularly or at once, well before the award is rendered, granting the parties an opportunity to comment.

VII. Procedure for an urgent determination (Annex)

The most ground-breaking innovation in the SIA 150 is that the parties may, in addition to the ordinary SIA arbitration procedure, agree on specific procedural rules for an urgent determination. This procedure is included in an annex to the arbitration rules.

Throughout the life of a construction project – for instance, because of change orders or changing site conditions – contractors and employers often face uncertainty about contractual criteria, such as the time for completing the works or additional pay. In practice, such issues often remain unresolved and build up until the completion of the project such that their resolution, some months or years later, becomes more intricate and hence more difficult. The new SIA 150 provides parties with the possibility of resorting to an urgent determination procedure in which an expert makes a finding on disputed questions within 30 days, thus allowing the parties to plan and act accordingly for the remainder of the project.

There are, however, certain conditions and limitations. First, the procedure can only be used in situations of urgency. The claiming party must

⁵² Göksu, op. cit., p. 6.
⁵³ Ibid.
produce *prima facie* evidence of the urgency.\(^{54}\) However, urgency is presumed where the construction works have already started and the project is not expected to be completed within the next 6 months.\(^{55}\) The claimant must also declare that the questions put to the emergency arbitrator are not already subject to a pending ordinary arbitration under the SIA 150,\(^{56}\) and pay the registration fee of CHF 1,000 plus the advance on costs of CHF 20,000.\(^{57}\)

Second, an urgent determination may only be sought for the following exhaustively listed issues,\(^{58}\) for which parties to a construction contract typically require rapid clarification:

- whether, according to the relevant contract and in the relevant case, the employer has a unilateral right to order a variation and, if so, whether a specific instruction by the employer of certain works (design, site management, performance) can be considered as an exercise of such right;

- whether, in the relevant case, the exercise by the employer of its unilateral right to order a variation leads to a right on the part of the contractor to request an adjustment of the compensation and, if so, according to which method any agreed fixed prices (unit prices, lump sum prices, or global prices) must be adapted to the changed performance of works;

- whether, in the relevant case, the exercise by the employer of its unilateral right to order a variation leads to a right on the part of the contractor to request an extension of time and, if so, how the duration of such an extension should be determined (including the question as of when a contractual penalty for late performance is owed);

- whether the employer has breached a duty to cooperate and, if so, whether the contractor, as a result, is entitled to an extension of the time (including the question as of when a contractual penalty for late performance is owed);

- whether there is a case of non-execution of works entitling one party to temporarily suspend the performance of its obligations towards the non-performing party;

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\(^{54}\) Articles 1(5) and 2(1)(a) Annex to SIA 150.

\(^{55}\) Article 1(5) Annex to SIA 150.

\(^{56}\) Articles 1(3) and 2(1)(b) Annex to SIA 150.

\(^{57}\) Article 2(1)(c) Annex to SIA 150.

\(^{58}\) Article 1(1)(a) - (f) Annex to SIA 150.
whether certain works (design, site management, performance) have been performed contrary to the contract.

A claimant may request a positive or a negative determination, and the respondent may either object to such determination (in part or in full) or itself request a positive or negative declaration. Unlike the CPC, at least in a domestic context, the SIA 150 does not require a legitimate interest in such declaratory relief (“Feststellungsinteresse”). However, the parties cannot request a determination on quantum or on the financial consequences ensuing from the legal determination sought, i.e. they cannot make any payment claims or claims for specific performance under this procedure.

The urgent determination proceedings follow a tight schedule, similar to that of an emergency arbitration: the Office must appoint the urgent determination arbitrator within 5 days of receipt of the application and provide a lawyer as administrative secretary. The determination must be made within 30 days after receipt of the file, although the time limit may be extended by 15 days in complex matters or for other reasons. Finally, if requested by one party within 10 days, reasons for the urgent determination must follow within 30 days of its issuance.

The urgent determination becomes binding with the effect of a final arbitral award unless the concerned party challenges the determination within 30 days of receipt of the reasoned decision and initiates ordinary arbitral proceedings under the SIA 150. Unless otherwise agreed between the parties, neither the urgent determination arbitrator nor the administrative secretary may act as arbitrator in the ensuing ordinary arbitral proceedings, similar to other emergency arbitration rules.

The urgent determination is a summary proceeding and thus necessarily offers parties “rough justice”. However, parties may have the decision reviewed and corrected in ordinary arbitral proceedings under the

59 Hürlimann, op. cit., para. 25.
60 See Article 59(2)(a) CPC and, e.g., decisions of the Swiss Federal Supreme Court 136 III 523 dated 30 June 2010, cons. 5, and 4A_417/2017, dated 14 March 2018, cons. 5.4.
61 Article 3(3) Annex to SIA 150; Hürlimann, op. cit., paras. 22 et seq.
62 See, e.g., Article 43 of the Swiss Rules and Art. 29(1) and Appendix V to the ICC Arbitration Rules.
63 Article 2(2) Annex to SIA 150.
64 Article 2(4) Annex to SIA 150.
65 Ibid.
66 Article 3(1) Annex to SIA 150.
67 Article 5 Annex to SIA 150.
SIA 150. If neither party commences such arbitral proceedings, the urgent determination procedure concludes with a final and binding award on the limited matters put to the urgent determination arbitrator, whereas an ordinary arbitral tribunal may only grant interim relief for the duration of the proceedings and until a final decision has been made.

Although it may be regrettable that parties need to expressly opt into this promising procedure, it is understandable that the SIA has taken a prudent approach given that this new feature would put parties in uncharted waters. It remains to be seen whether the construction industry will embrace this new procedure.

VIII. Conclusion

The SIA 150 has undergone a radical revision after the first edition issued some 40 years ago. The Swiss construction industry now has at its disposal modern – even avant-gardist – arbitration rules clearly geared towards their specific needs for speedy dispute resolution in an often complex and highly technical environment. The new SIA 150 is therefore a significant contribution to increasing the attractiveness of arbitration in the Swiss building industry and beyond. Indeed, certain innovations have the potential to act as a pioneer and cross-fertilise into other arbitration rules and industries. Time will tell whether this experiment has worked. Employers and contractors should be encouraged to put this convincing set of new arbitration rules to use.

68 Göksu, op. cit., p. 10.
69 Ibid.
Bernd EHLE, SIA 150:2018 – Modern Swiss arbitration rules for construction disputes

Summary

The Swiss Society of Engineers and Architects (SIA), Switzerland’s leading professional association for construction, technology and environment specialists, has issued new arbitration rules for construction disputes. The SIA Standard 150:2018 entered into force on 1 January 2018 and replaces the initial, outdated 1977 version. It is aligned with Switzerland’s current legislation and features state-of-the-art procedural rules which evidently strive towards efficiency and emphasise settlement facilitation, including through the use of a mandatory instruction hearing at which the arbitral tribunal provides the parties with a preliminary assessment of the case.

The most remarkable innovations in the SIA Standard 150:2018 are the arbitral tribunal’s power to appoint a technical expert as a consultant, and the possibility for the parties to agree on a procedure for an urgent determination of specific legal issues typically arising in construction projects, such as whether the employer has the right to order a variation or whether the contractor is entitled to an extension of time for the performance of the works. In the author’s view, the procedure for an urgent determination, which is included in an annex to the arbitration rules and needs to be separately agreed upon, has the potential to inspire institutional arbitration rule-makers beyond the Swiss construction industry.
Submission of Manuscripts

Manuscripts and related correspondence should be sent to the Editor. At the time the manuscript is submitted, written assurance must be given that the article has not been published, submitted, or accepted elsewhere. The author will be notified of acceptance, rejection or need for revision within eight to twelve weeks. Manuscripts may be drafted in German, French, Italian or English. They should be submitted by e-mail to the Editor (mscherer@lalive.ch) and may range from 3,000 to 8,000 words, together with a summary of the contents in English language (max. ½ page). The author should submit biographical data, including his or her current affiliation.

Aims & Scope

Switzerland is generally regarded as one of the World’s leading place for arbitration proceedings. The membership of the Swiss Arbitration Association (ASA) is graced by many of the world’s best-known arbitration practitioners. The Statistical Report of the International Chamber of Commerce (ICC) has repeatedly ranked Switzerland first for place of arbitration, origin of arbitrators and applicable law.

The ASA Bulletin is the official quarterly journal of this prestigious association. Since its inception in 1983 the Bulletin has carved a unique niche with its focus on arbitration case law and practice worldwide as well as its judicious selection of scholarly and practical writing in the field. Its regular contents include:

- Articles
- Leading cases of the Swiss Federal Supreme Court
- Leading cases of other Swiss Courts
- Selected landmark cases from foreign jurisdictions worldwide
- Arbitral awards and orders under various auspices including the ICC and the Swiss Chambers of Commerce (“Swiss Rules”)
- Notices of publications and reviews

Each case and article is usually published in its original language with a comprehensive head note in English, French and German.

Books and Journals for Review

Books related to the topics discussed in the Bulletin may be sent for review to the Editor in Chief (Matthias SCHERER, LALIVE, P.O.Box 6569, 1211 Geneva 6, Switzerland).