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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:

- Articles
- Leading cases of the Swiss Federal Supreme Court
- Leading cases of other Swiss Courts
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- Arbitral awards and orders under various auspices including ICC, ICSID 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.

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Inventory of Arbitration Proceedings Based on Swiss Bilateral Investment Treaties (BIT) (Update 2018)

MATTHIAS SCHERER*, LEA MURPHY**

Switzerland has a treaty network that counts over one hundred Bilateral Investment Treaties (BIT) currently in force. These instruments have given rise to a number of investment arbitrations, brought by Swiss claimants. To date no investor-state dispute has been brought against Switzerland.

We first reviewed arbitration proceedings based on Swiss BIT in 2015. Since then, a number of decisions have emerged and several new cases have been filed. (For investment treaty disputes not based on a Swiss BIT but seated in Switzerland see Matthias Scherer, Veijo Heiskanen, Sam Moss, Domestic Review of Investment Treaty Arbitrations: The Swiss Experience (2009) 27 ASA Bulletin, Issue 2, pp. 256–279.)

We have updated the inventory to include the proceedings – in the public domain – initiated over the last three years. The cases up to 2015, summarized in the 2015 inventory, are not included. We have, however, also provided an update on those past cases that were pending in 2015 and have since been concluded – or whose awards have since been rendered public.

The inventory is in alphabetical order following the name of the claimant. For ease of reference, at the end of this update, we have included a table with information about all known arbitrations based on Swiss BIT. The table does not include those cases in which the contract was the instrument invoked, that never progressed to the appointment of a tribunal, or for which no basic information is published.

Information has been obtained, where available, with preference from the ICSID website (https://icsid.worldbank.org/en/Pages/cases/AdvancedSearch.aspx).

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**  Associate at LALIVE, Geneva, Switzerland; lmurphy@lalive.law
Claimant: Alpiq AG (Switzerland)  
Respondent: Romania  
Applicable BIT: Switzerland – Romania; Energy Charter Treaty  
Rules/Type of Arbitration: ICSID Case No. ARB/14/28  
Type of Investment: Long-term energy delivery contracts  
Arbitral tribunal: Eduardo Silva Romero; Klaus Sachs; Mark A. Clodfelter  
Status of case: Award rendered, on 9 November 2018. On 21 December 2018, the Secretary-General registered a request for rectification of the award filed by Alpiq AG.  
Outcome: Award in favour of the State  
Summary: “Claims arising out of the Government’s cancellation of two long-term energy delivery contracts concluded between claimant’s local subsidiaries, Alpiq RomIndustries and Alpiq RomEnergie, and Romania’s state-owned electricity utility Hidroelectrica, after the latter was declared insolvent.” (https://investmentpolicyhub.unctad.org/ISDS/Details/568)

Claimant: Border Timbers Ltd (Zimbabwe), Border Timbers International (Private) Ltd (Switzerland), and Hangani Development Co. (Private) Ltd. (Zimbabwe)  
Respondent: Zimbabwe  
Applicable BIT: Switzerland – Zimbabwe  
Rules/Type of Arbitration: ICSID Case No. ARB/10/25  
Type of Investment: Commercial farms and forestry plantations  
Arbitral tribunal/Annulment Committee:  
Tribunal: Yves Fortier; David Williams; Michael Hwang  
Annulment Committee: Veijo Heiskanen; Jean Engelmayer Kalicki; Azzedine Kettani  
Status of case/Decisions: Award rendered, on 28 July 2015. Annulment proceedings filed by the respondent were registered on 2 November 2015. On 24 April 2017, the ad hoc Committee issued a decision lifting the provisional stay of enforcement of the award and directing the parties to engage in discussions to find an agreement on an appropriate escrow arrangement. On 22 August 2017, the ad hoc Committee declined Zimbabwe’s request for
provisional measures regarding the temporary stay of execution of the Award. On 21 November 2018, the *ad hoc* Committee issued its decision on annulment dismissing the Annulment Application in its entirety.

**Outcome:** Award in favour of the investors

**Published:** Procedural orders; Decision on the Applicant’s Application for Provisional Measures (17 March 2016); Decision on the Applicant’s Application for Provisional Measures to Exclude Consideration of the Merits in Part I (13 October 2016); Decision on Stay of Enforcement of the Award (24 April 2017); Decision on the Applicant’s Urgent Application for Provisional Measures Regarding the Temporary Stay of Execution and the Escrow Arrangement (22 August 2017) (http://www.italaw.com/cases/1470)

**Summary:** Proceedings brought in parallel, jointly heard, and pertaining to the same properties as the *von Pezold and others v. Zimbabwe* case. Please refer to the *von Pezold* case summary below.

<table>
<thead>
<tr>
<th>Claimant:</th>
<th>Bryn Services Ltd. (Bryn British Virgin Islands, but professedly controlled by a Swiss national)</th>
</tr>
</thead>
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<td>David Caron; David Roney; J. Christopher Thomas</td>
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<tr>
<td>Status of case/Decisions:</td>
<td>Settled, 2014 (IAReporter)</td>
</tr>
<tr>
<td>Published:</td>
<td>No</td>
</tr>
<tr>
<td>Summary:</td>
<td>“Claims arising out of the takeover of a Latvian bank, Latvijas Krājbanka, by the State, and the claimant's inability to access its funds deposited in that bank.” (<a href="http://investmentpolicyhub.unctad.org/ISDS/Details/610">http://investmentpolicyhub.unctad.org/ISDS/Details/610</a>)</td>
</tr>
</tbody>
</table>
Claimant: Cervin Investissements S.A. (Switzerland) and Rhone Investissements S.A (Switzerland)
Respondent: Costa Rica
Applicable BIT: Switzerland – Costa Rica
Rules/Type of Arbitration: ICSID Case No. ARB/13/2
Type of Investment: Natural gas distribution venture
Arbitral tribunal: Alexis Mourre; Ricardo Ramírez Hernández; Andrés Jana Linetzky
Status of case/Decisions: Decision on Jurisdiction rendered on 15 December 2014 (Spanish). On 7 March 2017, the Tribunal rendered its award; attached to the award is a partial dissenting opinion by arbitrator Ricardo Ramírez Hernández.
Outcome: The Tribunal partially upheld jurisdiction over the investors’ claims. The Final Award found the State in breach of the FET provision, however awarded no damages.
Published: Yes (ICSID webpage)
Summary: The dispute concerned the price fixed by the State for Liquid Petroleum Gas (LPG). The claimants owned a Costa Rican company operating in the distribution and marketing of LPG, a state regulated market. In addition to other claims, the claimants contended that the prices imposed by the state regulatory authority violated the FET provision of the BIT. The Tribunal upheld jurisdiction only on claims based on the FET provision of the BIT. The Tribunal articulated a series of instances that could give rise to the violation of this standard: breach of legitimate expectations, good faith, or procedural propriety and due process; lack of coherence and consistency in the State’s conduct; lack of transparency; arbitrariness. The Tribunal examined in turn the claims that the respondent was in deliberate repudiation of the principles of the regulatory framework, had breached legitimate expectations, was responsible for arbitrary conduct, lack of reasonableness, and lack of transparency in the setting of the LPG price; the Tribunal found no violation amounting to a breach of the FET provision. In examining the claim concerning the lack of administrative due process, the Tribunal held that a delay of over two years, in issuing a decision on the claimants’ challenge to one of the lamented authority’s pricing decisions, constituted a breach of the FET provision. However, the Tribunal found that the claimants had not proved the causal nexus between the breach and the damages suffered and as such no damages were awarded. The majority of the Tribunal ordered the claimants to reimburse 50% of the arbitration costs and legal fees to the respondent.
Claimant: Conseil Economique Des Pays Musulmans (Switzerland)
Respondent: Kuwait
Applicable BIT: Switzerland – Kuwait
Rules/Type of Arbitration: UNCITRAL
Type of Investment: Not available
Arbitral tribunal: Jean E. Kalicki, Kewal Singh Ahuja, Attila M. Tanzi
Status of case/Decisions: Pending
Published: Case information (https://pca-cpa.org/en/cases/200/)

Claimant: Diag Human SE (Liechtenstein) and Josef Šťáva (Switzerland)
Respondent: Czech Republic
Applicable BIT: Switzerland – Czech Republic
Rules/Type of Arbitration: Ad hoc
Type of Investment: Not available
Arbitral tribunal: Bernard Hanotiau, Daniel M. Price, Rolf Knieper
Status of case/Decisions: Pending
Published: No

Summary: Diag Human, a business engaged in trading and processing of blood plasma, had won against the Czech government in an arbitration in 2008 but has since struggled to enforce that award. The claimants are claiming breach of the Switzerland–Czech Republic BIT – it remains unclear whether the claim is limited to alleged lack of compliance with the award or whether it includes the pre-2008 treatment of the claimants. (https://www.iareporter.com/articles/long-running-dispute-over-czech-plasma-trading-and-processing-venture-takes-a-new-turn-as-company-turns-to-bilateral-investment-treaty/; https://www.iareporter.com/articles/bernard-hanotiau-chosen-by-colleagues-to-chair-ad-hoc-bit-arbitration-by-swiss-investor/)
Claimant: Glencore International A.G. (Switzerland), C.I. Prodeco S.A. (Colombia)
Respondent: Colombia
Applicable BIT: Colombia – Switzerland
Rules/Type of Arbitration: ICSID Case No. ARB/16/6
Type of Investment: Ownership of a thermal coal producer holding a concession for a mine
Arbitral tribunal: Juan Fernández-Armesto; Oscar M. Garibaldi; J. Christopher Thomas
Status of case/Decisions: Pending; on 31 July 2018, the Tribunal issued a procedural order concerning the admissibility of new evidence
Published: Case information (https://icsid.worldbank.org/en/Pages/cases/casedetail.aspx?CaseNo=ARB/16/6)
Summary: “Claims arising out of the Government’s alleged unlawful interference with the coal concession contract, including its initiation of proceedings to challenge the validity of the amendment agreed by the parties in 2010 and imposition of royalties allegedly in excess of what is owed under the contract.” (http://investmentpolicyhub.unctad.org/ISDS/Details/798)

Claimant: Koch Minerals Sarl (Switzerland) and Koch Nitrogen International Sarl (Switzerland)
Respondent: Venezuela
Applicable BIT: Switzerland – Venezuela
Rules/Type of Arbitration: ICSID Case No. ARB/11/19
Type of Investment: Shares in FertiNitro Plant, a joint venture fertilizer plant
Arbitral tribunal/Annulment Committee:
Tribunal: V.V. Veeder; Marc Lalonde; Zachary Douglas
Annulment Committee: Dominique Hascher; Milton Estuardo Argueta Pinto; Inka Hanefeld
Status of case/Decisions: On 30 October 2017, the Tribunal rendered its award; attached to the award is a partial dissenting opinion by state-appointed arbitrator Zachary Douglas. On 11 April 2018, the Tribunal issued a decision on the rectification of the award. On 17 August 2018, the Acting Secretary-General registered an application for annulment of the award filed by Venezuela and notified the parties of the provisional stay of
enforcement of the award. On 25 October 2018 the claimants filed observations on Venezuela’s request to continue the stay of enforcement of the award.

Outcome: The award found the State liable for unlawful expropriation, with an order for the host State to pay 75% of the claimants’ legal costs and all the costs of the arbitration.

Published: Award; Partially Dissenting Opinion of Professor Zachary Douglas (https://www.italaw.com/cases/2469)

Summary: The dispute concerned the expropriation of the claimants’ interests in a JV fertilizer plant, FertiNitro, and in an Offtake Agreement, without compensation. The Offtake Agreement granted Koch Minerals – and later Koch Nitrogen – the right to purchase a guaranteed percentage of FertiNitro’s production at a discounted price. First, the Tribunal found that it had jurisdiction over the Offtake Agreement expropriation claim as this fell within the definition of investment in accordance with Article 2 of the BIT. In its determination, the Tribunal adopted a holistic approach and found that the agreement was an integrated part of the overall investment. With regards to the expropriation claims, the Tribunal found that the claimants had not met their burden in proving that the measures were not taken in the public interest, were discriminatory, or did not respect due process. However, the Tribunal found that the respondent was liable to the claimants for violation of Article 6 of the BIT for failure to pay compensation for the expropriation of the plant and the interest in the Offtake Agreement. (The decision on the unlawful expropriation of the Offtake Agreement was taken by a majority of the Tribunal.)

The claimants also contended that, prior to the expropriation, the State had taken measures that caused losses to the claimants; the lamented measures included new and increased taxes, failure to provide VAT rebates promptly, a decree that obliged FertiNitro to sell urea to the State at below market value and production cost, interference (through the state-owned shareholder) in the management of the JV. The Tribunal did not find that these measures breached the BIT obligations and rejected the claims brought under the FET, FPS, Arbitrary or Discriminatory Measures, National Treatment, and Umbrella Clause provisions.

The Tribunal awarded USD 140.25 million to Koch Minerals as compensation for the unlawful expropriation of its interest in FertiNitro, and USD 184.8 million to Koch Nitrogen as compensation for the unlawful expropriation of the interest in the Offtake Agreement.

The Tribunal ordered legal costs in excess of USD 17 million (75% of the legal costs, due to the fact that the claims other than unlawful expropriation were not successful), as well as the arbitration costs, to be recovered by the claimants.
Claimant: Mabco Constructions SA (Switzerland)
Respondent: Kosovo
Applicable BIT: Kosovo – Switzerland
Rules/Type of Arbitration: ICSID Case No. ARB/17/25
Type of Investment: Acquisition of shares
Arbitral tribunal: George Bermann; Gianrocco Ferraro; August Reinisch
Status of case/Decisions: Pending
Summary: None publicly available

Claimant: Pawlowski AG (Switzerland), Project Sever s.r.o. (Czech Republic)
Respondent: Czech Republic
Applicable BIT: Switzerland – Czech Republic
Rules/Type of Arbitration: ICSID Case No. ARB/17/11
Type of Investment: Land acquisition for real estate development
Arbitral tribunal: Juan Fernández-Armesto; John Beechey; Vaughan Lowe
Status of case/Decisions: Pending; on 5 December 2018, the respondent filed a counter-memorial on the merits and a memorial on preliminary objections.
Published: Procedural orders (https://www.italaw.com/cases/5015)
Summary: “Claims arising out of the Government’s alleged frustration of the claimants’ real estate development project through legal proceedings related to a land use plan which had permitted construction on the claimants’ land.” (http://investmentpolicyhub.unctad.org/ISDS/Details/798)
Claimant: Philip Morris Brands SARL (former FTR Holdings) (Switzerland), Philip Morris Products S.A. (Switzerland) and Abal Hermanos S.A. (Uruguay)

Respondent: Uruguay

Applicable BIT: Uruguay – Switzerland

Rules/Type of Arbitration: ICSID Case No. ARB/10/7

Type of Investment: Manufacturing facilities, royalty payments and trademark rights in tobacco as well as shares in Uruguayan company

Arbitral tribunal: Piero Bernardini; Gary Born; James Crawford

Status of case/Decisions: Decision on Jurisdiction, 2 July 2013. On 8 July 2016, the Tribunal rendered its award; attached to the award is a dissenting opinion by investor-appointed arbitrator Gary Born. A decision on rectification of the award was issued on 26 September 2016.

Outcome: Award in favour of the State

Published: Yes (ICSID webpage)

Summary: The dispute concerned two government measures that respectively required the marketing of only one variant of cigarette per brand family and the increase in the health warning to cover 80% of the cigarette packaging. The Tribunal rejected the investors’ claim of indirect expropriation. First, it considered that, when evaluating the Abal Hermanos’ business as a whole, sufficient value remained after the implementation of the measures and as such the measures could not be considered expropriatory. Second, the Tribunal found that the measures were a valid exercise of the State’s police powers for the purpose of protecting public health. Turning to the claims of breach of the FET standard, the Tribunal found that the challenged measures were reasonable and were not arbitrary, grossly unfair, unjust, discriminatory, or disproportionate, this, in particular, when considered with the relatively minor impact they had had on the claimants’ business. Based on the aforementioned grounds, the government measures did not constitute a breach of the FET standard, nor did the Tribunal find that the State had breached “legitimate expectations” or the “stability of the legal framework”. The Tribunal also dismissed a claim brought under the non-impairment provision of the BIT, based on the same analysis that the measures were not arbitrary.

After concluding that Article 11 of the BIT operated as an umbrella clause, the Tribunal found that the claimants’ trademark registrations in the State could not be considered “commitments” falling within the scope of the clause.
The Tribunal also rejected the claims of denial of justice brought under the FET clause.
The award included an order for the claimants to reimburse 7 million in costs to the State.

Claimant: R.S.E. Holdings AG (Switzerland)
Respondent: Latvia
Applicable BIT: Latvia – Switzerland
Rules/Type of Arbitration: Ad hoc
Type of Investment: Not available
Arbitral tribunal: Inka Hanefeld; Franco Ferrari; Anna Joubin-Bret
Status of case/Decisions: Discontinued; the Tribunal issued a termination order in April 2016 (IAReporter, 6 December 2016)
Published: No
Summary: “Claims arising out the alleged mistreatment of the claimant relating to the takeover of a Latvian bank, Parex Bank, and its subsequent division into two successor institutions.”
(http://investmentpolicyhub.unctad.org/ISDS/Details/611)

Claimant: von Pezold, Bernhard (Germany; Switzerland) and Others
Respondent: Zimbabwe
Applicable BIT: Zimbabwe – Switzerland; Zimbabwe – Germany
Rules/Type of Arbitration: ICSID Case No. ARB/10/15
Type of Investment: Commercial farms and forestry plantations
Arbitral tribunal/Annulment Committee:
Tribunal: Yves Fortier; David Williams; Michael Hwang
Annulment Committee: Veijo Heiskanen; Jean Engelmayer Kalicki; Azzedine Kettani
Status of case/Decisions: On 28 July 2015, the Tribunal rendered its award. Annulment proceedings filed by the respondent were registered on 2 November 2015. On 24 April 2017, the ad hoc Committee issued a decision lifting the provisional stay of enforcement of the award and directing the parties to engage in discussions to find an agreement on an
appropriate escrow arrangement. On 22 August 2017 the *ad hoc* Committee declined Zimbabwe’s request for provisional measures regarding the temporary stay of execution of the Award. On 21 November 2018, the *ad hoc* Committee rendered its decision on annulment dismissing the Application for Annulment in its entirety.

**Outcome:** The award, in favour of the investors, ordered restitution of expropriated properties, compensatory and moral damages.

**Published:** Procedural orders; Final Award; Decision on the Applicant’s Application for Provisional Measures (17 March 2016); Decision on the Applicant’s Application for Provisional Measures to Exclude Consideration of the Merits in Part I (13 October 2016); Decision on Stay of Enforcement of the Award (24 April 2017); Decision on the Applicant’s Urgent Application for Provisional Measures Regarding the Temporary Stay of Execution and the Escrow Arrangement (22 August 2017); Decision on Annulment (21 November 2018) (http://www.italaw.com/cases/documents/1810)

**Summary:** The claimants owned three estates which they claimed were expropriated without compensation under Zimbabwe’s land redistribution policy, in 2005. The redistribution policy provided for the redistribution of land owned by white farmers. The period prior to the expropriation of properties, pursuant to the implementation of the land redistribution policy, saw land invasions of white-owned farms by settlers/war veterans. The Tribunal found that the claimants had established unlawful expropriation, as compensation was not paid; the Tribunal, in particular, did not consider the fact that the claimants had retained control over portions of the estates negated that the properties had been expropriated, nor was it persuaded that continued use of the properties constituted compensation for the expropriation. The Tribunal also found the respondent in breach of the FET, non-impairment, full protection and security, free transfer of payment provisions of the German BIT and the Swiss BIT. The respondent submitted a defence of necessity, based on Article 25 of the ILC Articles on State Responsibility “as a ground for precluding any wrongfulness of acts not in conformity with an international obligation”: Zimbabwe claimed that the land reform act was the only way “to safeguard an essential interest against a grave and imminent peril” and that it did not “impair an essential interest of Germany and/or Switzerland, or of the international community as a whole”. The Tribunal found, among other things, that the existence of the State and maintaining the public order of the State would qualify as an “essential interest”, however, preserving the power of the incumbent
Government – as in this case – did not. Based on the same reasoning, the Tribunal found that the land invasions did not satisfy the “grave and imminent peril” requirement and further held that the implementation of the land distribution policy did not constitute the only way to stop the land invasions. Finally, the Tribunal held that Zimbabwe – by “implementing an unjustified policy that discriminated against landowners on the basis of their skin colour and foreign ancestral heritage” – had breached its obligation erga omnes not to engage in racial discrimination and that this constituted an impairment to the international community as a whole. As such the defence of necessity was rejected.

The Tribunal awarded restitution of the expropriated farms as well as compensation in the tens of millions, and moral damages. The Tribunal awarded moral damages in light of the treatment suffered by one the claimants, and his staff, during the land invasions, and the failure of the police to protect him from the settlers/war veterans.
### Arbitration Proceedings
**Based on Swiss Bilateral Investment Treaties (BIT)**

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<th>Case Name</th>
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<td><em>Alps Finance v. Slovakia</em></td>
<td>Switzerland – Slovakia²</td>
<td>UNCITRAL</td>
<td>2008</td>
<td>Decided in favour of the State</td>
<td><a href="https://www.italaw.com/cases/74">https://www.italaw.com/cases/74</a></td>
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¹ Rectification proceedings pending.

<table>
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<th>Treaty</th>
<th>Case No./Rules</th>
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<td>Diag Human and Josef Šťáva v. Czech Republic</td>
<td>Switzerland – Czech Republic</td>
<td>Ad hoc</td>
<td>2017</td>
<td>Pending</td>
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4 Decision on annulment pending. Annulment Committee: Álvaro Rodrigo Castellanos Howell; Shoschana Zusman Tinman; Carlos Urrutia Valenzuela. On 11 March 2016, the Annulment Committee issued a second decision on the stay of enforcement of award in which it ordered the continuance of the stay of enforcement subject to Venezuela posting an unconditional bank guarantee. On 18 October 2018, the ad hoc Committee declared the proceeding closed.
<table>
<thead>
<tr>
<th>Case Name</th>
<th>Treaty</th>
<th>Case No./Rules</th>
<th>Reg. Year</th>
<th>Status/Outcome</th>
<th>Reference to Case / Award</th>
</tr>
</thead>
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<tr>
<td>Intersema Bau v. Libya</td>
<td>Libya – Switzerland</td>
<td>UNCITRAL</td>
<td>2008</td>
<td>Decided in favour of the investor</td>
<td><a href="https://www.italaw.com/cases/1492">https://www.italaw.com/cases/1492</a></td>
</tr>
</tbody>
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⁵ Previously reported in 33 ASA Bulletin 1/2015 (March) as invoking the Switzerland – Morocco BIT.

⁶ Annulment proceedings pending.
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<td><em>Oeconomicus v. Czech Republic</em></td>
<td>Switzerland – Czech Republic</td>
<td>UNCITRAL</td>
<td>2008</td>
<td>Discontinued</td>
<td><a href="http://investmentpolicyhub.unctad.org/ISDS/Details/338">http://investmentpolicyhub.unctad.org/ISDS/Details/338</a></td>
</tr>
<tr>
<td><em>Philip Morris v. Uruguay</em></td>
<td>Uruguay – Switzerland</td>
<td>ICSID Case No. ARB/10/7</td>
<td>2010</td>
<td>Decided in favour of the State</td>
<td><a href="https://icsid.worldbank.org/en/Pages/cases/casedetail.aspx?CaseNo=ARB/10/7">https://icsid.worldbank.org/en/Pages/cases/casedetail.aspx?CaseNo=ARB/10/7</a></td>
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<td>von Pezold and others v. Zimbabwe</td>
<td>Zimbabwe – Germany; Zimbabwe – Switzerland</td>
<td>ICSID Case No. ARB/10/15</td>
<td>2010</td>
<td>Decided in favour of the investors</td>
<td><a href="https://www.italaw.com/cases/1472">https://www.italaw.com/cases/1472</a></td>
</tr>
</tbody>
</table>
Matthias Scherer, Lea Murphy, *Inventory of Arbitration Proceedings Based on Swiss Bilateral Investment Treaties (BIT) (Update 2018)*

**Summary**

Switzerland has a treaty network that counts over one hundred Bilateral Investment Treaties (BIT) currently in force. These instruments have given rise to over 20 investment arbitrations, brought by Swiss claimants. To date no investor-state dispute has been brought against Switzerland.

Matthias Scherer first reviewed arbitration proceedings based on Swiss BIT in 2015. This update provides basic information about the cases initiated since the last inventory – to the extent they are in the public domain – and an update on those past cases that were pending in 2015 and have since been concluded or whose awards have since been rendered public.

The paper also contains a table with basic information about all known arbitrations based on Swiss BIT.
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. 2-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).

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