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Legal and Practical Aspects of Maritime Arbitration in Bangladesh

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Abstract

Arbitration is a type of ADR with a long and illustrious history extending back to ancient Greece and Rome. It has a track record of producing successful results. International commercial disputes, particularly marine ones, are frequently resolved through arbitration. Examining Bangladesh's suitability as a venue for maritime conflict arbitration is the main objective of this thesis. A study of the 2001 Arbitration Act and a discussion of the current favourable environment for arbitration in this country have helped to achieve this goal. The benefits of arbitrating maritime conflicts rather than taking them to court are also thoroughly examined in this thesis. The conclusion of the thesis required a thorough review of international arbitration practice. The subjects of this session's discussion were the unilateral Model Law and the New York Convention, two of the key international treaties and rules that govern this kind of conflict resolution. The research demonstrates that arbitration is a quicker, more innovative, and more cost-effective approach to resolving maritime disputes in Bangladesh than judicial proceedings. The report also shows Bangladesh's capacity to serve as a venue for the arbitration of maritime conflicts.

Keywords: Maritime conflict, international commercial arbitration, alternative dispute resolution,Alternative dispute resolution, International Commercial Arbitration, Maritime dispute,Bangladesh,

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1. Introduction

The maritime sector is robust in Bangladesh. It has the longest beach in the world, measuring 580 kilometres. Globalization has made the seaborne freight industry in Bangladesh even more important. The nation's exports and imports, totalling 73 billion USD, are transported by 2500 foreign ships. The seaports of Bangladesh handle more cargo. A wider range of items are imported and exported from Bangladesh, and marine commerce companies are growing. Bangladesh's shipbuilding and shipbreaking industries engage in multilateral trade. Reputable local shipbuilders have received $478 million in export orders for small, big, and ice-class ships. 2 Two agreements totalling $82 million were inked by the Meghnaghat-based Ananda Shipyard and Slipways Ltd in October and December 2009. 3 WMSL received $130 million to deliver 12 vessels to Grona Shipping. According to shipbuilders, government designation efforts led to an increase in orders. 4 Currently, Bangladesh, India, and Pakistan are the main locations for shipbreaking and recycling. 5 China and Turkey take up the lion's share of the remaining market for recovering oceangoing boats.

6 More maritime disputes have occurred, which have had detrimental commercial implications. Maritime issues should be resolved swiftly and economically for the benefit of society and the individual. Arbitration is advantageous and reasonably priced. In Bangladesh, court disputes are expensive and time-consuming, which harms maritime and commerce activity. In 2001, Bangladesh passed a new arbitration law, and in 2011, the nation unveiled its first international arbitration facility. The standard, applicability, implications, and execution of the laws above in connection to international Law can all be examined, as can the usefulness and effectiveness of Bangladesh's arbitration mechanism in resolving international maritime conflicts. This study shows that arbitration is a better option for resolving maritime conflicts than state courts in terms of speed, cost, flexibility, and confidentiality. Future research on arbitration or other ADR procedures to resolve maritime disputes in Bangladesh will draw on the findings of this study. The conclusion drawn from the pertinent literature that is currently accessible is that, despite its significance, arbitration in maritime conflicts lacks a thorough analysis that distinguishes maritime difficulties from other arbitral concerns. To establish the benefits of maritime arbitration and persuade disputing parties in Bangladesh to use arbitration to resolve their disputes more quickly and effectively, this paper will demonstrate the Law and practice of maritime arbitration worldwide. This might enhance arbitral proceedings and help Bangladesh's shipping and maritime industries thrive. The study's objectives Arbitration is employed more frequently to

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resolve maritime disputes due to the litigation process's prohibitively high costs and protracted nature. Evaluating the current situation of maritime dispute arbitration in Bangladesh, the benefits and drawbacks of arbitration compared to litigation, the current international and national legal system, and international and domestic institutions offering arbitration services. The appraisal process can include this. In light of this, the author of this work hopes to gain an understanding of Bangladeshi maritime arbitration law and practice, as well as the benefits and drawbacks of resolving maritime disputes through arbitration as opposed to litigation, as well as the international and national maritime arbitration regime and maritime arbitration organizations. In this work, these subjects will be explored.

Figure 1: London Maritime Arbitration centre.

2. Methodology.

Because this is an analytical study of the Law, the methodology relied on reading and analyzing the pertinent literature, legal provisions, regulations, and judicial and arbitral decisions, in addition to direct observation of the current situation, information gathered through routine practice and data that is available on the internet. This was done to arrive at the best possible conclusions. To put it another way, the process was based on reading and analyzing the pertinent legal papers. In addition, the technique has been built on the foundation of considering and analyzing judgments rendered by judicial and arbitral authorities. This article's creation involved the use of a variety of research techniques, including describing, contrasting, analyzing, and synthesizing. This list is not all-inclusive, though.

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3. Literature Review

Human society includes conflict. Interpersonal, national, or global conflict. Disagreement causes conflicting interests. Argument ants feel their goals conflict and fight to win. ADR tries to settle conflicts in a less aggressive way outside of formal adjudication. ADR includes arbitration, mediation, and negotiation. ADR is less formal, cheaper, and less aggressive than a trial. ADR is faster, less formal, cheaper, and less contentious than court. In arbitration, the parties appoint a neutral third party to hear witnesses, take evidence, and render a judgment or award. Most ADRs use arbitration. Latin for arbitrager means to judge. Authors have different definitions of arbitration, but there's no consensus.Based on Halsbury's Laws of England defines arbitration as a dispute. After a court hearing, both sides. Arbitration settles disputes between parties who avoid litigation. Their choice of conflict resolvers, at their choice of location, under agreed-upon laws eschewing formality, politeness, proof, and procedure Arbitrator hears both parties' arguments. Less formal. The arbitrator's authority comes from the parties, not the government. Consent is key to arbitration. The parties to a dispute in an arbitration case must be able to determine how to resolve it. Arbitration's final judgment or award is usually not appealable. Occasionally, courts can review arbitral decisions. An arbitrator or panel of arbitrators may coordinate a document exchange, witness testimony, and briefing. The arbitrator's decision is generally enforceable, with a court's limited review to affirm or reverse it.

Parties can choose whether to have their problem arbitrated, how the arbitration will be handled, and if a court can amend the arbitral verdict. This option is rare. Arbitration awards are usually final and legally enforceable for all parties. Arbitration is at the parties' discretion. They can also choose which rules to use. Adopted are the rules most suited to resolve a problem. These criteria may come from state laws or an arbitration agency. Arbitration is not legally defined. Arbitration laws and international conventions solely control this kind of dispute resolution. It's impossible to say if the definition of arbitration is true. International arbitration arises when parties are in different nations. Both parties can be in the same country, but the arbitration can be in another. The parties and arbitrators are from the same country, but the dispute is in a different state. This is global arbitration. Location and party residences are major variables in international arbitration.When deciding if a transaction is international, consider these factors: Definitions aren't unanimous. Halsbury's Laws of England defines arbitration as "a disagreement or controversy." After hearing both sides in a judicial case, a non-court with jurisdiction decides. Therefore, parties who don't want to go to court choose arbitration. Before the court, accept the arbitrators'

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verdict as final, in a venue of their choosing, often according to previously agreed-upon laws, and typically under regulations that largely exclude the court's formalities, manners, proof, and procedures. 9 The arbiter hears each side's case. The court considers each side and judges the distinct elements that would define that character, such as geography or ownership.

International arbitration is a required ADR method. Arbitration is the favoured way of resolving international business disputes since it avoids foreign legal systems and new tribunals. International arbitration occurs under international public Law, and governments use it to resolve boundary disputes and other state-related issues. Private parties, multinationals, and businesses use international commercial arbitration to settle trade disputes. Business contracts sometimes contain international arbitration clauses. International commercial arbitration resolves business disputes involving international parties. Institutional arbitrators are corporations with arbitral tribunals (councils or individual arbitrators). A permanent body administers 11 Institutional arbitration with fixed procedural and administrative rules. It follows its arbitration procedures and usually considers the parties' wishes. Ad hoc (occasional) arbitration is controlled by the parties' procedural norms, not an arbitral institution's. 12 Ad hoc arbitration is formed for a given problem, not the conflict. In these arbitrations, the parties must organize the arbitration panel to adjudicate their dispute and agree on fees, rewards, and costs with the arbitrators. Conflicts and the need to resolve them predate peaceful dispute settlement. 14 The need to settle issues without legal complications motivated the quest for an independent solution. "Peaceful dispute resolution" is the opposite of state judicial apparatus.Depending on the dispute, certain processes are better than others. By the 18th century, litigation replaced arbitration as the primary technique for resolving commercial sea disputes. Maritime history has had many triumphs and controversies. In the 20th century, international maritime arbitration emerged and became standard. Arbitration is a cheap means to settle maritime disputes. The contract's arbitration clause describes the process' modus operandi, including the forum, applicable arbitral processes, arbitral panel makeup, and party remedies. Commercial and marine arbitration differ. Maritime arbitration involves business. Arbitration is ‘marine' for maritime commercial disputes. Due to marine trade conflicts and the age-old custom of high seas merchants, maritime arbitration evolved. Maritime arbitration uses standardized codes, procedures, and institutions. The distinction between commercial and marine arbitration is mostly for convenience, according to Frederic R.

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Sanborn's book. They're easily confused, especially when a dispute includes international business. This is true to a large extent, although maritime arbitration may not fit under commercial arbitration when concerns and processes are considered. Maritime arbitration only involves commercial or noncommercial disputes at sea. The marine sector has a procedure for resolving disagreements.

By reducing the divergence of currently in force international conventions on commercial arbitration (especially the New York Convention) and by harmonizing the procedural aspects governed by national laws, several structural remedies are intended to promote the development of a more consistent maritime law and to improve the existing international rules (e.g. uniform approach to curial supervision, enforcement). Harmonization would be advantageous for maritime arbitration as a component of international commercial arbitration. The "speciality" of maritime Law being overemphasized might prevent standardization. A marine arbitral concept may also be developed with the help of award publishing. To prevent future disputes, let the parties select the arbitrators based on the arbitrators' prior rulings. Awards should not be made public because arbitration demands confidentiality. Awards are kept private unless both parties agree otherwise.

By amending arbitral rules, which should strongly favour the publication of awards or, at the least, the concept of the Law of every decision, the advantages of disclosure offer the possibility of at least partially overriding the norm of confidentiality. Arbitrary institutions must work together more effectively. Arbitration and maritime Law could be combined through stratified precedents. Arbitral centres for maritime disputes take precautions to encourage innovation. They support establishing informal information exchange between institutions and an international arbitration list but oppose standardizing arbitral norms and creating an international court of marine arbitra. Its development has been aided by parties that abide by the rules and judges who favour maritime arbitration. Singapore is the new location because of its favourable national legislation, advanced infrastructure, and robust economic and commercial standing.Financial Times says Singapore is a global arbitration leader. Singapore rivals London, Paris, and Stockholm in arbitration. Queen Mary and White & Case ranked Singapore as the most improved arbitral seat in 2015. Asia controls 40% of the world's shipping tonnage. Asian shipping will grow. Singapore's maritime Centre can help Asia resolve conflicts. SCMA was created in 2004 by SIAC. In 2009, SCMA left SIAC. It also changed arbitration to ad hoc with LMAA norms. SCMA strives to improve maritime arbitration. SCMA members are from numerous maritime countries. Regardless of

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membership status or rights, all marine sectors are SCMA consumers. SCMA's caseload is up. 2016 saw 46 SCMA cases. SCMA chairman appointed 13 people. The $10 million 2016 dispute. 61% of 2016 cases don't include Singapore. 2016 Bunker S&P claims surpassed charter party claims. SIAC has provided professional, unbiased arbitration to the global business community since 1991. SIAC supervised. 19% of SIAC's 343 new cases in 2016 were maritime disputes. 31 SIAC filed 271 new cases in 2015, up 22% from 222 in 2014; 17% were maritime conflicts. 32 2015 and 2016 had 55 and 56 SIAC cases. In two years, SIAC received 14 Bangladeshi cases. A third-country venue ranked 7th for the least corrupt public sector in the 2016 Corruption Perception Index. It's Asia's least corrupt public sector, according to the 2016 CPI. Singapore's arbitration advantages are: Singapore's international commercial arbitration legislation is based on the UNIITRAL Model Law, which has been amended to include internationally recognized codes and rules. • Convention attendee 150 countries recognize Singapore's arbitration decisions. • A top-ranked court that supports the Rule of Law. • Parties can choose any attorney, regardless of country, in arbitration. • Foreign firms can advise on Singapore arbitration. Arbitration in Singapore is open to non-residents. Lower fees than major arbitration centres. Singapore is a hub for commercial arbitration. Global ADR. Singapore has few tribunals. Singapore attracts Asian and European businesspeople. Singapore is a trusted brand in arbitration; she makes a lot of money from it.

Since global organizations largely employ arbitration, it's natural to think it's a novel conflict resolution method. Arbitration is ancient. Aristotle advocated conciliation. Arbitration was common among ancient Romans. Arbitration has been used to settle disputes for thousands of years, despite being undeveloped initially. Romans and Greeks employed this strategy to settle disputes in antiquity. This method was used to settle commercial disputes. Before states and legal systems, primitive people tried to resolve problems. Romans originally defined arbitration. In Digesto, a third entity called an arbiter settled disputes. In ancient Rome, courts were utilized to settle disputes instead of arbitration. Arbitration grew more popular during the Middle Ages. States were less strong, while landowners created their norms.Legislative power produced few legal documents, and disagreements between the church and landowners created a favourable atmosphere for arbitration. As the Middle Ages ended, states gained importance and laws and regulations increased. The courts' power was employed more often to settle disputes. As the courts became more organized and complicated, conflict resolution slowed down. Arbitration became popular again in the 19th

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century. Since then, most legal systems have recognized arbitration as a good dispute resolution process. It's been used since ancient times to resolve international commercial difficulties, particularly maritime disputes.Since the advent of international trade, arbitration has become increasingly important in resolving conflicts. Arbitration is a preferred method of resolving disputes in international trade because the parties are mainly citizens of different nations. Despite the limitations imposed by inconsistent and divergent arbitration legislation in many national legal systems, the practice of arbitration has met the expectations of international trade players looking for an efficient and helpful alternative to judicial conflict settlement. There are many different types of commercial arbitrage, but maritime arbitration does not spring to mind when one thinks of international commercial arbitrations. Arbitrating maritime disputes are the essence of maritime arbitration. "An arbitration is generally considered to be maritime if it involves a ship," as the term "methane" suggests, refers to the sea. Because multimodal shipping, which uses a variety of modes of transportation, is becoming increasingly common in maritime trade, the traditional role of the ship as the exclusive mode of maritime transportation has become legally murky. Phoenician ships transporting Greek traders' commodities were the first to engage in maritime arbitration on the international stage.

Egyptian and Mesopotamian digs have unearthed historical records of the court and arbitration processes dating back to the third millennium B.C. In the same way, historians believe that private persons in ancient Rome entrusted arbitrators with legal authority from the beginning. Lex maritime, an ius commune, part of the lex mercatoria and comprised of marine norms, laws, conventions, and practices from the earliest times, was used by merchants in the Middle Ages. You can find it in any country unless a law restricts or prohibits its existence. Nations grew in power, yet arbitration remained an important tool for dealing with disputes. Before the inclusion of lex Maritima into common Law, a prevalent practice in England was arbitration in maritime disputes between business people, particularly those with a nautical background. As international trade increased, marine traders continued to use their own transnational rules and customs to compensate for the lack of consistency and legal certainty. To date, maritime arbitration may be traced back to the American Civil War (1861-1865), which saw a swell in contract claims in English courts due to the blockade of the South's naval ports and a subsequent surge in arbitration clauses in cotton trade contracts.Building contracts, oil trade contracts, marine insurance, etc., are commercial conflicts from maritime business transactions. These disagreements may be

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contractual or non-contractual. Maritime contract conflicts include charter parties, arraignment, bill of lading, shipbuilding, and secondhand ship sales. When evaluating the tenant's obligation for vessel damage, differing charter party contracts cause dispute. These conflicts may involve the ship's owner or tenant's duty for a loss, port and marina safety for charging and discharging, the ship's condition when handed to the owner, or demurrage. The carrier agrees in the Contracts of Affreightment to implement many nautical consignments on one or more ships during the agreed-upon time. Therefore a dispute may emerge over a series of trip charter parties. The bill of lading is one means of proving a contract of affreightment between the carrier and the owner of the goods, so the most disputes that may arise with the bill of lading are for losses and damages of the goods during the journey, delays in the arrival or non-arrival of the goods, or delivery error of the goods. Norwegian contracts are regularly used to sell secondhand ships. More disagreements emerge when shipbuilding contracts dispute the vessel's conformance to the parties' agreed-upon requirements. Subrogation issues arise when original beneficiaries are replaced. Due to the nature of marine collisions, it's hard to conceive parties having already agreed to arbitrate disputes. Courts settle these disagreements.

Whenever a marine collision occurs, liability and compensation are brought to light. It is not the same as a marine collision regarding salvage. Arbitration establishes how much a ship owner must pay for agreed-upon charges. A captain's signature on a model contract accepts the ship owner's liability for such costs without indicating how much they are worth. Standard Salvage Agreement (LOF Lloyd's of London) The ship's owner may try to assign blame for a specific incident, resulting in a dispute. Conventional commercial arbitration concepts and laws govern maritime arbitration as a whole. Commercial Law includes maritime Law as a subclass. As a result, maritime arbitrations are used to resolve disputes involving vessels.It's typical in both domestic and international trade for marine contracts to be breached. Certain arbitration components are critical in international seaborne trade because of their linkages to the Law and the nature of disputes that can arise. Arbitrations undergo great work to maintain their quality, develop new features, and deal with problems that may arise. International marine trade linkages are governed by national legal rules that are not harmonized worldwide because of their nature and importance. State adjudication has been replaced by modern arbitration, particularly maritime arbitration, which is faster, cheaper, and more adaptable. Maritime arbitration is a fast, efficient, and professional way to resolve disputes. Adjudicatory adjudication can be seen as an example of social concord between disputants, shared ideals of fairness, mutual loyalty, and willingness to accept a

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solution that falls short of their expectations.Maritime innovations spread swiftly after they had been demonstrated to be cost-effective. In recent years, maritime arbitration has become increasingly popular. Due to the global maritime sector and trade growth, maritime disputes are increasingly being resolved through ad hoc or institutional arbitrations. The previous discussion clarifies the significance of arbitration in today's worldwide society. It's time for more countries to agree to international agreements that govern this area and for more cases to be heard by arbitral tribunals. There are numerous advantages to arbitration over litigation. Most countries recognize and enforce arbitral awards based on international conventions. An international award can be recognized and enforced similarly to a local court decision. Arbitration is a good use of your time and money. The expense of arbitration is lower than that of going to court. Arbitration is also a lot more rapid. The key benefit of this system over more typical courthouses is its speed. It is impossible to conduct arbitration without the consent of both parties. Personal jurisdiction allows parties to select the arbitrators, the arbitral Centre, and the arbitration rules they wish to use. Make sure you hire the best attorney for the circumstance. Maritime arbitration is becoming increasingly popular because it is faster, more flexible, and less formal than state court proceedings. In societies with a long tradition of arbitration, it is seen as a modern alternative to the state courts. Approach to dispute resolution that is out of the ordinary. Arbitration is an innovative organization that matches the inefficient needs of state courts and reacts to unresolved judicial issues. In arbitration, the parties might enlist the assistance of experienced persons to help them resolve their dispute fairly and satisfactorily.

State courts are ineffective at resolving marine issues; it's time to rethink their function and find alternative solutions. Fast lifestyle, changing values requiring prompt protection, and low faith in court dispute resolution are causes for alternative legal systems. Arbitration of disputes seems necessary. Court proceedings are viewed as a guarantee of fairness, equal treatment of all parties, and a decision based on facts and Law, although perception and practice often differ. Due to the incompetence of courts in accomplishing their duties, the designed form is no longer a guarantee of impartiality. Institutional Law is unsuitable for resolving disputes and building commercial partnerships since it anticipates paradigmatic scenarios and responds slowly to real-life phenomena. Arbitration allows deviations from absolute law enforcement during dispute resolution. The arbitral Tribunal settles disputes according to the idea of fairness (ex aequoet Bono) only if the parties agree. Formal judicial procedures cannot satisfy the needs and requirements of today's trade nexus. Changes in legal and judicial practise involving proceedings, facts, and applied legislation show a shift

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toward arbitration. Arbitration can supplement the conflict resolution system, providing additional legal assistance and interaction with other aspects of the judicature, making the legal system more thorough and balanced. Arbitration is neither a court nor a judicial activity. Thus it offers an alternate solution. The benefits of arbitration in maritime conflict settlement are listed below.• Parties can appoint an arbitrator with relevant technical competence to decide their disagreement, which is impossible in court. As in litigation, parties have no say in who hears their dispute.• Arbitration ensures privacy. Arbitration proceedings, records, and awards are typically secret. An arbitral award can be made public if an enforcement procedure is launched or any party is legally required to do so.• Unlike court judgments, arbitration verdicts are voluntary and must be followed by the losing party. Under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, court judgments can be extraterritorially enforced.

• Awards are enforceable in all states.• Speed is a key benefit of arbitration. Arbitral proceedings are shorter, and awards can be appealed on extremely limited grounds. A court proceeding,• longer time to conclude, and a court verdict is often appealable on merits and becomes absolute if not. Neutrality is another important benefit of arbitration. Disputing parties generally select a neutral third country as the seat of arbitration to ensure a level playing field and that no party is favoured unfairly.• In arbitration, parties can amend procedural rules to accommodate their dispute, even if they agree on specific norms. In court, it's illegal.• Arbitration costs more. Court costs are higher.•In an arbitral proceeding; a party may be represented by a lawyer or any technical person with relevant skill and expertise. In most cases, the representative need not be a member of any professional body where the arbitration takes place. • State law limits the power and jurisdiction of courts, so a formal judicial procedure cannot satisfy the needs and requirements of disputing parties. A party-appointed arbitral tribunal has broader authority. Most of the arbitration's benefits originate from the overburdened courts. Special reasons favour arbitration in maritime issues. They refer to special marine, seafaring, and maritime concerns that demand knowledge. Despite its benefits, maritime arbitration has inherent limits. Except for procedural obstacles, such as the absence of coercive powers of the arbitrators, who may not be able to resolve procedural breakdowns without court action, the main challenges of maritime arbitration are speed and economy. As a result, these advantages of arbitration over litigation have become controversial. There is growing concern among major corporations (including shipping and commodities trading) about the costs and delays of international

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arbitration, as well as a fear that the "judicialization" of international arbitration proceedings will lead to a decrease in the ability to resolve transnational disputes. Numerous interrelated factors, such as inadequate or unclear arbitration agreements, sluggish procedures, and insufficient criteria for selecting arbitrators, all contribute to the escalating costs and delays in maritime Law. Seafaring arbitrators, for example, can cause unnecessary delays by directing a disproportionately large number of cases to a small pool of experienced arbitrators.

Figure 2: Humburg maritime Arbitration circle.

Parties are increasingly turning to direct dialogue to reach a mutually advantageous agreement while maintaining economic contacts and saving money, reducing the appeal of arbitration. As a last resort, the parties can even hire a professional mediator. However, contractual mediation clauses may exist, but in marine forms, they are unusual, and most mediation procedures are based on agreements made after a disagreement has arisen. Arbitration procedures can be improved by implementing some of the suggestions below. Trials can be expedited by the use of online hearings and witness exams. There is an urgent need for standardization and harmonization in the seaborne transportation industry because of the extensive use of standard contracts, basic principles, and trade agreements. Due to this long-held belief, however, any change that would result in a more central or limited position for the parties and arbitrators is rejected. This point of view hasn't waned in popularity. There is a reluctance among maritime arbitral centres to advocate for creating an international arbitration list or a formal system for exchanging information across institutions; they also oppose standardizing arbitral norms or establishing an international court for maritime disputes. Small Claims Procedure of the London Maritime Arbitrators

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Association and Rules for Shortened Arbitration Procedure of the Society of Maritime Arbitrators of New York, which are referenced in many maritime contracts, have simplified, quicker, and less expensive procedures for disputes where neither the claim nor any counterclaim exceeds a certain monetary value. Arbitration in maritime matters will be benefited as long as the London Maritime Arbitrators Association is still in existence. This is because of the worldwide shipping industry's regard and faith in London maritime arbitration.

The laws and procedures that regulate the arbitral procedure and arbitrators' authority must be specified at the outset. Before discussing international arbitration conventions, this chapter discusses arbitration laws, rules, and soft laws that parties can apply. Today, international documents control arbitration. The two primary international arbitration treaties are the 1958 New York Convention and the 1985 UNCITRAL65 Model Law. The New York Convention oversees arbitration agreements and overseas awards. Awards made by Convention members are recognized and enforced by other Convention members. Because the Convention refers to 'foreign' awards, a domestic award may be enforced in another Convention state.

The Model Legislation is an example of what an arbitration law could look like, and its features embody a modern pro-arbitration legal framework. The parties to international arbitration determine the seat. The parties expressly make this option in their arbitration agreement. Arbitral tribunals or institutions choose for them. Appointing authorities and national courts may designate the seat of arbitration in ad hoc arbitral proceedings if a party requests it. Parties arbitrate their disagreement in one place over another for various reasons. Neutrality and convenience. Arbitration laws often influence experienced parties' choice of venue. The legal seat and the arbitral location can be different. Thus, parties can hold all hearings at a location that is not the legal seat, such as arbitration in London but with hearings in Paris. At the same time, the applicable Law is still the Law of the seat and not the place where the arbitration physically occurs. Arbitrators must follow local work visa regulations, legal representative qualifications, and taxation. Provisions of the Law of the seat cover gaps when parties haven't addressed a particular topic or if their arbitration rules are silent.

Parties can frequently ignore these non-binding provisions. This deviation occurs when the parties have made express provisions on the topic or in their arbitration rules. The parties

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and arbitral Tribunal cannot deviate where the seat law provides mandatory provisions. Article 18 of the Model Law67 and Section 4 of Schedule I of the Arbitration Act 199668 list mandatory provisions for English arbitrations. The 1996 Arbitration Act was "inspired" by the Model Law, not duplicated. Some jurisdictions apply the same legislation to domestic and foreign arbitrations, whereas others have different laws. In dual regime jurisdictions, the legislation clarifies each Law's scope. Arbitration rules describe how proceedings should be conducted and the Tribunal's and parties' powers. These guidelines govern how the arbitration is conducted, not its outcome. Some arbitration rules are adopted for ad hoc processes, while institutions design their own for arbitrations under their auspices. Ad hoc proceedings have appointing authority. The institution doesn't apply its norms in such instances, and the parties can manage their arbitration.

Choose. Popular rules include UNCITRAL's Arbitration Rules69. The U.N. General Assembly adopted the UNCITRAL Arbitration Rules in 1976 for international business disputes. They govern arbitration from start to finish. Revised in 2010, the Rules have affected numerous institutional arbitration rules. Institutions handle arbitration per published rules. These institutions update their rules to reflect arbitral practice. ICC Arbitration Rules and HKIAC Administered Arbitration Rules7 are examples. Whether ad hoc or institutional, rules must work within the applicable procedural legislation and cannot provide parties or the tribunal powers that belong solely to state courts. Under the New York Convention, a method that violates the parties' rules can be challenged. Soft laws are non-law practices, standards, regulations, directions, or clear guidelines. For them to be contractual terms, the parties must agree to them or include them in their arbitration agreement. This section explains soft laws. The UNCITRAL Notes on Organizing Arbitral Proceedings help parties and tribunals organize ad hoc arbitrations. They present a checklist of issues parties, and the Tribunal must evaluate before and during the arbitration. When drafting their own rules, institutions may also consider the Notes. The Notes don't have legal force but guide arbitrators and parties through the procedure. Arbitrators are controlled by codes of ethics applicable to members of the institution that drafted them.

IBA members are bound by the IBA Rules of Ethics for International Arbitrators, which serve as a set of best practices for arbitrators worldwide. An unbiased tribunal is needed in modern international arbitration. The parties expect a neutral arbitral tribunal. It is a conflict of interest to pick an arbitrator who may be influenced by a party's personal or professional relationships or a lack of independence from such relationships. The IBA Guidelines on

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Conflicts of Interest in International Arbitration guide how to deal with conflicts of interest. National courts and arbitration organizations could benefit from the guidance provided by the Guidelines. Neutrality is interpreted and applied in international arbitration under the Guidelines, which were drafted by a wide range of specialists from throughout the globe. Concerns over the admissibility of evidence in international arbitration are addressed by the IBA Rules on the Taking of Evidence (revised in 2010). It is a hybrid of civil and common law procedures. To be put into effect, both parties must adopt these requirements. When it comes time to issue evidence findings, many tribunals will be "inspired" by these precedents.

The New York Convention of the United Nations was adopted on June 10, 1958, and came into force on June 7, 1959, under the auspices of the Organization of American States. There were 156 Convention members in May of this year. 76 The most significant agreement ever reached on the subject of international arbitration. The New York Convention of 1958 is still the cornerstone of international arbitration law. Foreign arbitral judgements can now be recognized and enforced under this agreement. The 1923 Geneva Protocol on Arbitration Clauses and the 1927 Geneva Convention on the Execution of Foreign Arbitral Awards had previously dealt with these issues in an unintended but effective manner. Almost entirely replacing the Geneva Conventions of 1923 and 1927, the New York Convention governs arbitration agreements and awards. When a party challenges the enforcement of an award, the burden of proof falls on that party. The prevalence of international arbitration as a method of resolving disputes worldwide can be attributed to its development and practicality. All three of these papers are required under the New York Convention to be certified translations of the original authenticated arbitration award, a certified copy, and the original arbitration agreement. Only a limited number of procedural and public policy objections can be raised by a party attempting to block enforcement of the award. Although one of these grounds is proven, the award cannot be discarded or ignored by an enforcing judgement. For the application for the New York Convention, there are two conditions. Reciprocity is addressed in Article I, subpart 3: Any State may indicate that it intends to implement the Convention at the time of signing or ratification.

Convention recognizing and enforcing only-in-state prizes. Legal and commercial partnerships are another essential. The New York Convention solely applies to legal business relationships. Article I, subpart 3 states: "It may also proclaim that it will apply the Convention only to disagreements arising out of legal relationships, contractual or not, that is deemed commercial under its national law." Foreign awards can be enforced using Article

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IV of the New York78 Convention. Original awards and agreements are required. Certified copies are accepted. Unlike in public court, the arbitration process is simple and lacks formalities. UNCITRAL does not arbitrate disputes, but public or private entities can apply its guidelines to arbitrate without an international agency. Two further international arbitration documents must be referenced before the Model Law. UNICITRAL's 1976 Arbitration Rules helped spread international commercial arbitration. June 25 2010, saw a new edition. They apply to new UNCITRAL-adopted arbitration agreements after August 15, 2010. The UNCITRAL Model Law on International Commercial Arbitration was adopted on June 21 1985. The model law was updated in 2006 to add further interim measures. Individual states can adopt the model law by adopting it into domestic Law. 74 states in 104 jurisdictions have implemented the Model law since 1985. 2001, 2003, 2005, 2009, and 2012 saw amendments to this Law. Model Law Article 1:

The subject matter of this text is international arbitration in general. 79 This page explains arbitration, commercial, and international arbitration in detail. These terms are ambiguous and can describe a wide range of offerings. Thus, it's critical to spell them out clearly. Arbitration is constrained by the Model Law's inclusion of this specific wording. In other words, if the procedure doesn't follow the treaty's exact specifications, it won't qualify as arbitral proceedings. While the Model Law governs the arbitration process, the New York Convention governs the recognition and enforcement of international awards. State governments can use the Model Law as a guide in modernizing their arbitration laws to enable cross-border commercial arbitrations. It addresses the arbitration agreement, the arbitration panel's makeup and jurisdiction, and any court involvement. It demonstrates a universal consensus on the core components of international arbitration practice recognized by all legal and economic systems. International treaties governing seaborne freight are relevant to the topic of maritime arbitration, which is the focus of this dissertation. Arbitration rules are not included in the Hague Rules80 or Hague/Visby Rules81. Time restrictions may, nevertheless, have an impact on arbitration clauses. It is possible to use a carrier and a ship under the Hague and Hague/Visby Rules for a year following delivery or the date when the goods should have been delivered. Hamburg Rules83 is used to arbitrate the dispute. Article 22(2)84 stipulates that the arbitration clause of a charter party must be specifically annotated in the bill of lading to be obligatory on a good-faith holder. (3) of Article 22 allows the claimant to select the following states as the site of the arbitration: If the defendant does not have a principal place of business or habitual residence in any of

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those locations, the arbitration will take place at the port of loading or discharge, the place where the contract was made, or any other location specifically designated in the arbitration clause or agreement.

Arbitrators are required to follow the Convention's rules per Article 22 (4) 85. A provision or agreement is unenforceable if it contradicts paragraphs (3) and (4) and violates the arbitration clause. So even if a bill of lading arbitration clause identifies just one location, the claimant may arbitrate applicable claims in any of the four sites under Hamburg rules 22. However, the article does not affect arbitration agreements when a dispute occurs, according to ((6)87). Despite Article 22, these agreements are legal. With Article 20 (1)88, judicial or arbitral proceedings are limited to two years rather than the one-year deadline in the Hague and Hague/Visby standards. Some maritime countries challenged the Hamburg Rules by allowing claimants to select the arbitration location. The Hamburg Arbitration Rules conduct the arbitration under the Multimodal Convention of 1980–1989. Unless a judicial or arbitral procedure is commenced within two years, any action relating to international multimodal transport under the Convention is time-barred. There must be a written notice of the claim's kind and major details within six months of when the products were delivered, or the day they should have been delivered if the items were not delivered.

International multimodal transport disputes can be arbitrated under Article 27 (1)91 if the parties agree. One of the following locations can be chosen by claimants:-a) a place in one of the following countries:-b) an international arbitration centre. There are two possible locations for this: 1) The defendant's primary place of business or 2) Their regular place of abode if they do not have a primary place of business in that location. Article 27(3)92 states that an arbitrator must apply the Convention to any other location indicated in the arbitration clause or agreement. If an arbitration clause or agreement does not comply with Article 27 (4)93, it is null and void, as stated in paragraphs (3) and (4). Article 27 does not affect anything.

Numerous countries responded to the gap in international Law with national legislation due to criticisms of the Hamburg Rules or the Multimodal Convention and weaknesses in the Hague and Hague/Visby Rules. Liberalism was prevalent in some countries, while patriotism was prevalent in others. When 20 countries accept the Rotterdam Rules, 95, United Nations General Assembly will take effect. Arbitrators in maritime cases must consider the scope of the Rotterdam Rules application before making a final decision. If a

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"contract of transportation in which the place of receipt and delivery are distinct States, and the port of loading and the port of discharge are separate States," the Convention is inapplicable to the transaction. 96 A Contracting State is required for at least one port or facility.

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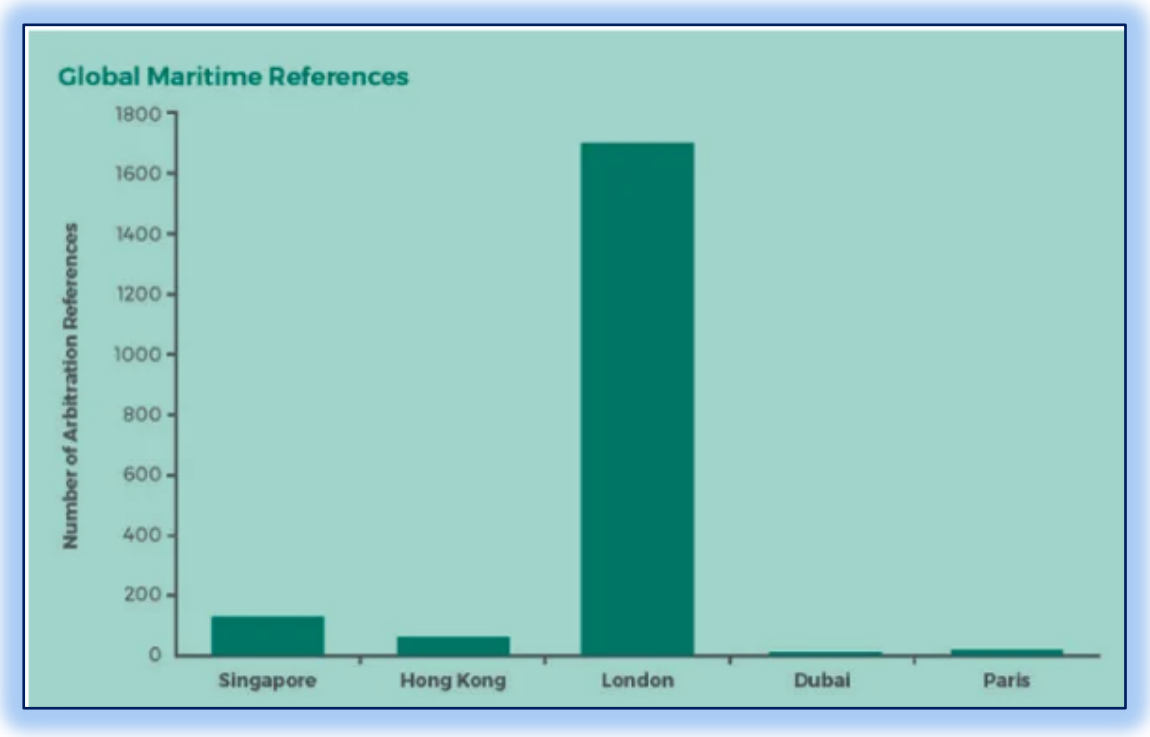

Graph-1: Number of Arbitration references.

97 The Rotterdam Rules apply to multimodal transport contracts where at least part of the journey is by sea.98 This includes air and road travel. Rotterdam Rules do not apply to air and road multimodal contracts without a marine leg. Chapter 15 of the Rotterdam Rules begins with Article 75, which covers arbitration agreements in maritime freight disputes. Future Rotterdam Rules conflicts may be arbitrated. Chapter 15 doesn't require a written arbitration agreement. Article 3 of the Rotterdam Rules requires written notices, confirmations, consents, agreements, and declarations. This Rule only applies to a few Convention101 sections. Article 3 requires written arbitration agreements only for third-party volume contracts102. This provision refers to the arbitration agreement concluded in article 75(3)104 on arbitration agreements between parties to volume contracts, when the writing requirement stated in article 3 is not applicable. Article 3 does not eliminate the New York Convention's requirement that arbitration agreements be in writing.

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Maritime Arbitration in Bangladesh

The Bangladesh Parliament's Admiralty Court Act, 2000106, repealed prior British Parliament enactments on November 27, 2000. The British established Admiralty authority in India. The Admiralty Courts Act 1840107 clarified and expanded Admiralty authority in England. 1861's Admiralty Court Act expanded its jurisdiction. 108 The Courts of Admiralty (India) Act, 1891109 updated Indian law and equated colonial courts to English High Courts. Section 12110 of the 2000 Admiralty Court Act repealed all previous laws. The Substantive Law of Admiralty in this jurisdiction is found in the Acts of 1840, 1861, and Indian subcontinent court rulings. The Admiralty Court routinely cites English Common Law, Superior and Admiralty court rulings from the U.K., Australia, India, and the U.S., and international maritime accords. The Act makes the Supreme Court's High Court Division the Court of Admiralty.

111 Section 8 of the Act states that a single High Court Division judge has admiralty jurisdiction. The Chief Justice of Bangladesh may appoint a Division Bench of two or more justices to hear admiralty cases. 112 According to Article 101 of the People's Republic of Bangladesh Constitution113, the High Court Division has original admiralty jurisdiction and hears admiralty cases as a first instance court.The Bangladesh Parliament's Admiralty Court Act, 2000106 repealed existing British Parliament enactments on November 27, 2000. The British established Admiralty control in India. The Admiralty Courts Act 1840107 defined and increased Admiralty jurisdiction in England. 1861's Admiralty Court Act expanded its jurisdiction. 108 The Courts of Admiralty (India) Act, 1891109 modified Indian law and equated colonial courts to English High Courts. Section 12110 of the 2000 Admiralty Court Act repealed all earlier laws. The Substantive Law of Admiralty in this jurisdiction is found in the Acts of 1840, 1861, and Indian subcontinent court judgments. The Admiralty Court often cites English Common Law, Superior and Admiralty court judgments from the U.K., Australia, India, U.S., and international maritime accords. The Act creates the Supreme Court's High Court Division, the Court of Admiralty. 111 Section 8 of the Act specifies that a single High Court Division judge has admiralty jurisdiction. The Chief Justice of Bangladesh may appoint a Division Bench of two or more justices to consider admiralty cases. 112 According to Article 101 of the People's Republic of Bangladesh Constitution113, the High Court Division has original admiralty jurisdiction and hears admiralty cases as a first instance court.

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Admiralty Court's

Powers. Section 3114 lists Admiralty issues. Synopsis:(a) Ship or share ownership, (b) co-owners affecting ship ownership, employment, or revenue; (c) any ship mortgage or share charge; (d) ship damage; (e) ship damage; (f) death or injury caused by ship faults or faulty machinery and equipment; (f) lost or damaged shipped goods;(h) Ship or ship contract cargo transport; (j) Ship or plane towing; Navigation via ship or plane; Ship management and maintenance supplies; shipbuilding, repairs, or port costsMaster or crew pay, or court-collectable money or property;(o) Ship expenditures; (p) Average actsRespondentia, bottomry(r) Confiscation of goods or jurisdictional claims;

Admiralty Jurisdiction

The ship has a special legal status. Due to international shipping, the ship crosses jurisdictions and engages in foreign commerce. Mobility creates dangers. In maritime claims, the ship's owner can limit Section 114. It's an owner's liability and security. The legal status is based on international shipping. This standing drives maritime Law. It makes Rem's action procedural.

Rem-actions

A proceeding in Rem begins by seizing the ship. 115 Ships aren't the only property liable to an action in Rem, but they're the most common. 116 Cargo can be taken if a ship's worth is insufficient to cover claims. 117 1181) All claims relating to possession or ownership of a ship or its shares, or its registration certificate, log-book, or other conveyance and navigation certifications, or recovery of its title deed; All co-owner issues regarding ship ownership, employment, or revenue; Claims for a ship mortgage or charge bottomry/respondentia claims 5) A maritime lien on a ship, plane, or property In the following cases, if a person is accountable as the owner, hirer, or person in possession or control of a ship, an action in Rem may lie against the ship he owns (including a sister ship): 1) Ship damage claims; 2) Death or injury claims; 3) Ship damage claims 4) Lost or damaged ship cargo 5) Claims from ship transport, usage, or hireSection 12 Civil Aviation Ordinance, 1960 or salvage claims; Ship or plane towing claimsnavigation or pilotage claims; Ship supply claims;10) Shipbuilding, repair, or port claims.Master or crew payAll Master, consignor, charterer or agency claims for ship-related expenses13) Claims based on an average or alleged actTowing or pilotage claims. Depending on the situation, the vessel's owner or others may

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be sued. In actions in Rem, the plaintiff or defendant may request the arrest of property to secure the claim or bring the parties under jurisdiction.

Action in personam

Personal means specifically. 121 Universal. Action in personam isn't confined to Admiralty. Everyone can sue for damages. Directly. The 2000 Admiralty Court Act allows all of these actions personal. Personam collision acts have conditions (including damage, death or personal injury). Bangladesh limits shipowner liability. The court can hear collision cases if: a) the defendant lives or works in Bangladesh; b) the incident occurred in Bangladeshi internal or territorial waters or a Bangladeshi port; and c) a similar or related case is pending or has been decided by the court.d) The plaintiff withdraws his claim if he sued the same defendant outside Bangladesh. e) The suspect confesses.

Judgment

If no caveat is filed, the court may confiscate the property. Unless otherwise advised, the Marshal sells court-ordered property civilly. Banks routinely guarantee judgment debtors. Foreign decisions are implemented. Bangladesh has both actions in Rem and personal, and the admiralty court has more power than arbitration. Admiralty prosecutes torts. Arbitration settles only business conflicts but litigation both. Bangladesh's maritime Law follows the Admiralty Rules of 1912. Admiralty Courts Act 2000 lacks ADR. The court can't convene the parties early. Bangladesh's Admiralty Court honours settlements. Admiralty cases are rare. Parties can negotiate or mediate. 40% of the 2016 Admiralty Court proceedings were dropped. Trials rarely help. If a dispute over the out-of-court compromise and non-prosecution occurs, either party might reopen the litigation. High non-prosecution dismissals indicate trouble. The legal process may be to blame. Arbitration settles maritime disputes.

Arbitration is the norm in Bangladesh. Families and minor criminals use arbitration. The Arbitration Acts of 1937 and 1940 governed British commerce and arbitration. The 1940 Act controlled India, Bangladesh, and Pakistan's arbitration. 1940 Act covers Indians. These countries needed updated arbitration laws. Supreme Court: Interminable, time-consuming, difficult, and expensive court procedures led to the 1940 Arbitration Act. The Act's court proceedings make lawyers laugh and cry. Experience and law reports demonstrate that Act processes are complex and lengthy, trapping the unwary. Courts have legalized informal dispute-resolution venues.Many Bangladeshi legal chambers offer commercial, marine, and

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other ADR services.Dr Kamal Hossain and Associates125 participate in domestic and international arbitration. Rahman's Chambers handles shipbuilding, power, and energy arbitration. Admiralty and marine topics include Bangladesh ship registration, sale and purchase, transfer or mortgages of ships or shares, employment of seamen, safety, collisions, accidents at sea and liability, coasting trade, sailing vessels, penalties and processes, etc. 127Assurance Maritime Bangladesh Limited offers arbitration, mediation, and negotiation. 128 Others arbitrate commercial and marine disputes. Bangladesh lacks a maritime dispute settlement Centre like the SCMA. In M.V. Aghia Thalassini vs Abu Bakr Siddique129, the Supreme Court of Bangladesh said-High Court Division itself recognized that arbitration is not convenient and useful because it was to be held in London. Still, the evidence was from the subcontinent, and foreign exchanges were involved. Arbitration isn't always advantageous, said the Indian Supreme Court. Reference

1963(SC)1044 Court rules on Arbitration Act Section 34. The Admiralty Judge opposed this. Finish. Maritime arbitration was unpopular a few years ago due to a weak arbitral institute. Arbitration and admiralty court were overseas. Bangladesh may soon support arbitration. Act of 2001Bangladesh's arbitration law isn't behind. 2001 Arbitration Act. April 10 2001: Act passed. 130 The Arbitration Acts of 1937 and 1940 are British Raj relics. This legislation was necessary by increased foreign investment in Bangladesh, especially in natural gas and power, and export trade, especially maritime trade. The new Act incorporates UNCITRAL's Model Law into domestic and international commercial arbitration law. Bangladesh's new Act integrates arbitration law globally. 132 The 2001 Act modernizes Bangladesh's international commercial arbitration law, making it attractive for trade, commerce, investment, and marine trade dispute settlement. Fifty-nine sections are divided into 14 chapters. Chapter I (Sec.1) covers introductions, Chapter II (Secs. 2-8) general provisions, Chapter III (Secs. 9-10) arbitration agreement, Chapter IV (Secs. 11-16) arbitral tribunal composition, Chapter V (Secs. 17-22) arbitral tribunal jurisdiction, Chapter VI (Secs. 23-35) arbitral proceedings, and ChapterVII (Secs. 36-41) arbitral award and termination of proceedings. Arbitral award remedies (Chapter VIII, Sections 42-43) and enforcement (Chapter IX, Section 44) (cost deposit, dispute)Sections 57-58 of Chapter XIII (Government or Supreme Court ability to enact rules), Section 59 of Chapter XIV (repeals and savings).

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Commercial Arbitration

The new Bangladesh Act uses The Indian Act,133 1996, not the Model Law, to define "international commercial arbitration." It defines foreign business arbitration as involving legal relations, contractual or not, considered commercial under Bangladeshi Law and at least one Bangladeshi native or resident. The new Bangladesh Act defines "international commercial arbitration" using the Indian Act, not the Model Law. 134 "International Commercial Arbitration" refers to contractual or non-contractual legal disputes considered commercial under Bangladeshi Law when at least one party is: I a non-Bangladeshi national or resident; iii a foreign corporation; iv a foreign government. The new Bangladesh Act requires that parties to international commercial arbitration be foreign nationals or residents, foreign corporations, companies, associations, groups of individuals, or foreign governments. Unspecified, "business conflict" encompasses marine issues. Under the new Act, two Bangladeshi enterprises in different states cannot arbitrate a commercial disagreement. This has slowed global trade.

Nationalities Nationality influences arbitration. Bangladesh; orforeign corporation(iii) a foreign enterprise or group; (iv) a foreign government. According to the new Bangladesh Act, a party to international commercial arbitration must be a foreign national or resident, a foreign corporation, company, association, or collection of individuals, or a foreign government. Because it's not specified, "commercial disagreement" includes marine problems. Under the new Act, a commercial dispute between two Bangladeshi nationals with firms in different states cannot be arbitrated. The opposing parties' nationality has trumped the transactions' international nature. Arbitration is affected by nationality.

Arbitration

The revised Act adopts Model Law language and form. Future or existing difficulties can be resolved with an arbitration clause. Act137 mandates Model Law arbitration agreements. Model Law is broader than New York Convention. Model Law and New York Convention imply "fax" and "email" as writing mediums.New Law lets parties choose arbitrators. Three arbitrators otherwise. Act confirms Model Law numbering. The new Act restricts how parties can appoint arbitrators. The new Act lets parties choose the arbitrator's nationality, internationalizing arbitration. The new Act sets a default method for choosing arbitrators if the parties can't agree. Parties agree on a lone arbitrator; a party appoints its arbitrator against the opposing party's request; appointed arbitrators agree on the third arbitrator in a

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three-arbitrator arbitration. I a party to act as required under the agreed procedure; (ii) parties or arbitrators to reach an agreement under the same procedure; (iii) a person or third party to perform any function assigned to him under that procedure, unless the parties agree on the appointment procedure provides other means.

On the application of a party, the District Judge in whose local jurisdiction the arbitration agreement was entered into and (ii) the Chief Justice of the People's Republic of Bangladesh or another Supreme Court judge appointed by the Chief Justice shall make the award. In a multi-arbitrator arbitration, they can choose the Chairman and arbitrators. In international commercial arbitration, the Chief Justice or his nominee, a Supreme Court judge, may choose an arbitrator of a different nationality than the parties. 1 When courts pick arbitrators, the new Act distinguishes between local and international. Local and international default arbitration must meet two conditions: arbitrator credentials under the parties' agreement and criteria likely to assure an independent and impartial arbitrator. Judges nominate arbitrators.

Arbitrator impartiality, independence, and qualifications may be contested. The new Law requires arbitrators to disclose situations that doubt their independence or impartiality. When appointed and arbitrated. The new Act allows for a challenging process. Any individual, organization, or court can decide the challenge. Arbitral tribunals can be replaced. A party must approach the Tribunal without a party-agreed procedure. The loser could appeal to Bangladesh's High Court Division. When the lone arbitrator denies the challenge, the High Court Division should intervene. Bangladesh's Chief Justice or a Supreme Court judge must designate international corporate arbitrators.The new Bangladesh Act includes competence and arbitration clause autonomy. Bangladesh's new Law bans "unless" freedom. Agreed The arbitral Tribunal might decide its jurisdiction under this provision. Section 17 of the new Act lists five jurisdictional challenges arbitral tribunals may address. Arbitration agreement; the issues arbitrated. The arbitral Tribunal can rule on non-list items with one proviso. The arbitral Tribunal decides jurisdictional issues upon request or on its own. Self-ruleArbitration clause'separability' New Bangladesh Act. Autonomy, reparability, and severability show contract separation. Arbitration clause. Not the main contract. Arbitration clauses persist. New Bangladesh Act provision is clear. The last section separates arbitration agreement validity from the main agreement. The invalidity of the main agreement shouldn't affect arbitration. New Bangladesh legislation enhances the Arbitral Tribunal's jurisdiction.

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New Bangladesh legislation supports natural justice in arbitration proceedings rather than only following the UNCITRAL Model Law. As part of this, the Arbitral Tribunal must provide each party with an opportunity to submit its case either orally, in writing, or both, and allow each party to see all documents and other relevant materials filed by the opposing party before the Tribunal. According to the 2001 Bangladesh Arbitration Act, the arbitral Tribunal must weigh the reasonableness of the opportunity. Guidebook Tribunals have a reputation for objectivity and fairness. Tribunals governed by arbitration agreements must adhere to procedural, evidentiary, and other legal standards.

Awards/Recognition

New Bangladesh Act includes local and foreign awards. The Act enforces local and foreign arbitral awards without court authorization, exequatur, etc. Arbitral judgments, local and foreign, become court orders. Both scenarios require a court decree to enforce the award. Chapter X handles international awards in the amended Arbitration Act. Synopsis. Foreign arbitral awards are those from non-listed states other than Bangladesh. This is true for Bangladeshi or foreign Law. Bangladesh Act accepts territorial arbitral awards. The new Bangladesh Act prohibits recognizing and enforcing international arbitral judgments more than Model Law and New York Convention. Bangladesh couldn't enforce foreign arbitral awards until 2001. Bangladesh joined the New York Convention on July 6, 1992. Bangladeshi courts reject New York Convention awards. A Bangladeshi arbitral award can be in any New York Convention state. This will boost international arbitration in Bangladesh.

BIAC Arbitration

BIAC is Bangladesh's first non-profit international arbitration institute. Funders include ICC-B, DCCI, and MCCI, Dhaka. BIAC helps resolve conflicts in this South Asian metropolis. After a year, BIAC released Arbitration Rules, 2011.163. These rules follow the 2001 Bangladesh Arbitration Act and domestic and international Law. BIAC Arbitration Rules maintain party sovereignty by choosing neutral arbitrators. 165 Parties can pick BIAC or national arbitrators. Rule 10 allows arbitration challenges. This Rule describes how to challenge a proceeding. (1) A party who wants to challenge an arbitrator must notify the BIAC, Arbitration Tribunal, the challenged arbitrator, and the parties to the arbitration within 14 days after learning of the arbitrator's appointment or Rule 9 grounds.(2)Another

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party can approve a challenged arbitrator. There's resignation. Neither option supports the challenge. (3) If the challenger accepts or withdraws, Rule

(4)If the opposing party doesn't accept the challenge or the arbitrator doesn't retire within seven days, the Arbitration Committee decides. The Arbitration Committee may allow the challenged arbitrator's written response. If the challenge fails, the Arbitral Tribunal decides. Rule (5) The arbitrator's ruling is final. Quickly Small-claims arbitration is affordable. The Tribunal may hire experts. Rule 30 ensures arbitration confidentiality. (1) Parties and Tribunal must keep proceedings and awards confidential. (There are two exceptions to this Rule: (a) to make a court application to enforce or contest the award; or (b) to comply with applicable state legislation; (c) to assert a legal right; (d) by the Tribunal's order on application by a party with adequate notice to the other parties.When we say "matters about the proceedings," we're talking about everything from the arbitration to the pleadings, evidence, and other materials the opposite party provides. (4) A party that violates this Rule may face a penalty or fees.BIAC must win Bangladesh's ADR market. BIAC will inspire others.

4. Conclusion and Recommendations

Courts in Bangladesh have issues. Justice is delayed here. One or two years to settle a lawsuit may take 12-15. By the time a decision is made, it may be moot. The law commission 169 of Bangladesh outlines six reasons for suit delays, with procedural issues having the most harmful influence. Bangladesh's legal fees are a problem. Lawyer fees, administrative fees, and other unnecessary charges burden justice seekers. Complex processes hinder justice. Justice on Indian courtsAs trial courts, supreme courts, and the easy, We could save money and time by changing. Bangladesh's courts are backed up. The backlog of cases "eats" Bangladesh's judiciary, says professor M. Shah Alam171. Rising backlog pressures current cases. Corruption hurts the justice system. Justice requires honest, efficient, independent, and loyal judges and lawyers. If judges and lawyers aren't honest, efficient, independent, and loyal, individuals may not profit from good laws. One scholar says the quality of justice rests more on law enforcement than on the Law itself. Why should foreigners respect the Judiciary if Americans don't? International business parties don't want to settle in Bangladesh. The Arbitration Act of 2001 shows that Bangladesh has embraced the fundamental tenets of modernizing international arbitration, such as party autonomy,

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minimal judicial intervention in arbitration, arbitral tribunal independence, fair, expeditious, and economical dispute resolution, and effective enforcement of arbitral awards.

The new Act is based on the uncurl Model Law. However, it incorporates improvements. Since the new Act is 16 years old, it's too soon to determine its usefulness as an arbitral legal framework and its impact on Bangladesh as a location for international commercial and marine arbitration. $10 billion a year in apparel takes 25 years to make. Ships may be built in 10 years. 175 Bangladesh, a future export and investment destination, has passed a new arbitration law. Bangladesh has a rich heritage of alternative dispute settlement, which has permeated her social fabric for millennia. She can incorporate lessons from other jurisdictions to strengthen her international arbitral legal regime. The government must do more than pass a new arbitration law to make Bangladesh attractive for foreign investment, economic growth, and ADR. Myanmar needs more than arbitration law.

Government, courts, and the legal profession must build alternative dispute resolution mechanisms, including maritime arbitration. Possible rewordings: • In the era of globalization, alternative dispute resolution is a growing global phenomenon in cross-border commerce. If not, their professionalism is useless to the worldwide business community. According to the new Act, the High Court Division can set aside any international commercial arbitration award rendered in Bangladesh. Recognizing and executing foreign arbitral awards is the District Judge's Court in Dhaka's job. With this provision, the Act looks to devalue international arbitration, which has been reformed in Bangladesh. Arbitration is hard in business. It requires international Law, business, Law, and practice. District Court Judges may not have enough knowledge, skill, and training to handle foreign arbitral judgements, which sometimes include complicated international legal issues. High Court justices may better enforce foreign arbitral rulings. The High Court Division should have this responsibility, even if it means changing the Code of Civil Procedure. • The need for a High Court International Arbitration Bench. A specialist bench can be constituted by recruiting High Court Division arbitrators. It may involve constitutional changes.

Experience and qualifications are required for certified judges. The government's commitment to international arbitration would be demonstrated by establishing a dedicated bench in the High Court Division. The international business community will accept such a structure, encouraging parties to resolve conflicts and uphold foreign arbitral awards. The government must investigate these issues to encourage arbitration in Bangladesh and make it an appropriate forum for conflict settlement. New arbitration legislation alone won't

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modernize it. Arbitration in Bangladesh must have the support of the government, bar, and bench. ADR must be used in overcrowded courts by judges and attorneys. I Favour ADR and arbitration. Government and professional organizations should support arbitration and ADR by funding and conducting educational and training programmes for the bar, the bench, and arbitration and ADR professionals to keep them up to date on recent developments in the theory and practice of arbitration. They should also allow for the cross-fertilization of knowledge in the field of dispute resolution by holding sporadic seminars and regional and national conferences. Since its inception, BIAC has hosted lectures and workshops. • In Bangladesh, arbitration is governed by Common Law.Legalized in the 1900s. Bangladesh's competent arbitrators, lawyers, and arbitration-friendly legal system make a good arbitration environment. BIAC draws those wanting institutionalized arbitration. All NYAC countries recognize Bangladeshi arbitration awards. Bhutan flies to major cities.

Hub. Bangladesh might be a hub for commercial arbitration. • In M.V. Aghia 176, the High Court Division disallowed arbitration because it could be inconvenient for the parties because the arbitration seat was London, which caused the parties to spend a lot of foreign money. Businesspeople from Bangladesh may settle disputes in London or Singapore. Disputed parties wouldn't have selected Bangladesh if conditions were better. There's a local law, arbitration institute, and international arbitration instruments. • Maritime arbitration is a discipline of international commercial arbitration requiring specialized expertise and organizations. Disputed businesses will go to Bangladesh if there's a maritime arbitration centre since it's cheaper than Singapore or Hong Kong. Maritime arbitration is faster, cheaper, more flexible, and more confidential than national courts. It's impossible to judge if certain countries, like Bangladesh, have a sufficient climate for settling disputes through arbitration. Thus entrepreneurs and arbitral players will appraise the new possibilities for selecting dispute proceedings. Government operations must offer a stable legal foundation. The next several years will show if the legislature has built an adequate legal framework for settling disputes. In practice, ad hoc arbitrations should be used to resolve maritime disputes faster and more efficiently, relieving courts. Encourage the settlement of maritime problems and foster arbitration processes within professional organizations that may provide specialized arbitrators, procedurally-adjusted sessions, and expert witnesses in maritime matters. Many services Low-profile cases and simple commercial disputes should use simplified arbitral procedures to accelerate proceedings, reduce costs, and promote efficiency. The harmonizing court, arbitral, and general arbitration would boost legal safety.

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Maritime arbitration is expected to grow in Bangladesh. However, it must be complemented by the Arbitration Act, 2001 and other international regulations.

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