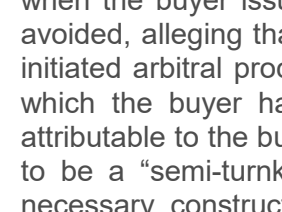


In the past few months, the UNCITRAL Secretariat has prepared a total of **52 CLOUT** cases (2209-2260) from **Argentina, Australia, Bahrain, Belarus, Belgium, Canada, Chile, China, Colombia, Denmark, France, Germany, Greece, Hong Kong SAR, India, Morocco, Myanmar, Philippines, Qatar, Republic of Korea, Romania, Singapore, Slovenia, Switzerland, Uganda, United Arab Emirates, the United Kingdom of Great Britain and Northern Ireland** and the **United States of America**. The new cases relate to **CISG, ECC, HR, LC, MAL, MLCBI, MLEC** and **NYC**.

Many thanks to Gourab Banerji, Alan Davidson, Allan Gropper, Seonhwa Kim, Aleksei Korochkin, Arjun Krishnan, Haemin Lee, Irit Mevorach, Albert Monichino, Promod Nair, Sriharsha Peechara, George Pothan Poothicote, John Pottow, Ulrich G. Schroeter, Donghwan Shin, Sim Kwan Kiat, Manisha Singh, S.I. Strong, Ajay Thomas, and Bona Zhang (National Correspondents), Yewon An, Khaled M. Elgarhe, Frank Huang, Tjaša Kalin, Joshua Karton, Michael Lok, Joseph Lookofsky, José-Antonio Maurellet, Alfredo M. Mendoza Peña, Shi Mingyu, Juan Manuel Ramírez Cirera, Chen Shuo and Ana Vlahek (Voluntary Contributors), and the Judicial and Legal Studies Institute, and Felix Mayer and Greta Körner from the German Arbitration Institute (Institutional Partners) for their contributions.

CASES IN FOCUS



Case 2226: CISG 1(1); 3; 6 | Chile: Arbitration and Mediation Centre of the Santiago Chamber of Commerce | Case No. 3568 -18 | *Inter Rao UES and others v. CELEC EP* | 29 May 2023 | Original in Spanish | Available at: <https://cisg-online.org/search-for-cases?caseid=14817> | Abstract prepared by Juan Manuel Ramírez Cirera

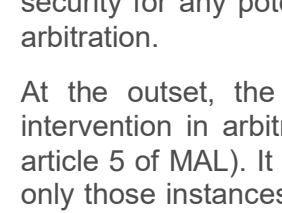
The case concerned a contractual dispute between a Russian State-owned enterprise and its Ecuadorian subsidiary (hereinafter “the sellers”) and an Ecuadorian State-owned enterprise (“the buyer”). The dispute arose in connection with a project involving the construction of a hydroelectric power plant at the intersection of the Ecuadorian provinces of Pichincha, Santo Domingo de los Tsáchilas and Cotacachi. In October 2010, the parties had signed a contract according to which the sellers undertook to supply, install and commission the turbogenerator units and other electromechanical and hydromechanical equipment related to the project. The dispute arose in March 2017, when the buyer issued an administrative decision through which it declared the contract avoided, alleging that the sellers had committed several breaches of contract. The sellers initiated arbitral proceedings against the buyer, claiming that the breaches of contract on which the buyer had based avoidance of the contract, including delays, were in fact attributable to the buyer itself. During the proceedings, the tribunal determined the contract to be a “semi-turnkey” contract, insofar as the overall coordination of the project, the necessary construction works and the design work had been awarded to three other entities.

With regard to the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), the parties had expressly agreed that the law of the Republic of Ecuador would apply to the contract. In that regard, the sellers argued in the arbitral proceedings that the Convention applied given that, in their view, under the provisions of Ecuadorian law governing public contracts entered into with foreign public enterprises, the relevant international treaties – in this case, the Convention – would take precedence over domestic public procurement rules. They also argued that those provisions, when considered in the light of articles 1(1)(a) and 3(1) of CISG, would determine that the Convention governed the contract, since the sellers regarded the contract as a mixed sales and services contract covered by the Convention, thus avoiding the exclusion set out in article 3(2). The buyer, however, argued that the legislation of the Republic of Ecuador on public procurement¹ and, supplementarily, the Civil Code of Ecuador applied to the contract on the basis of the relevant legal provisions governing public procurement, the will of the parties (art. 6 CISG) and the material scope of the Convention (art. 3(2) CISG).

After analysing the opinions of the parties’ legal experts and existing legal doctrine, the arbitral tribunal reached the conclusion that the law applicable to the contract should be that proposed by the buyer, given the relevant provisions of Ecuadorian legislation on public procurement. The tribunal also argued that, in any case, the contract would be excluded from the scope of the Convention pursuant to article 3(2) thereof. In addition, the tribunal noted that the parties had excluded the application of the Convention (article 6 CISG) by specifying, in an addendum to the contract, that “Ecuadorian legislation” should be understood as referring to public procurement legislation and the Civil Code.

With respect to the various breaches of contract on which the buyer had based avoidance of the contract, the arbitral tribunal held that the sellers had not committed any fundamental breach that would entitle the buyer to avoid the contract. The tribunal further held that the delays in delivery were attributable to the buyer. Accordingly, the arbitral tribunal ordered the buyer to pay most of the sum claimed by the sellers, excluding a specific part of that claim.

- [1] The Organic Act on the National Public Procurement System and the regulations implementing that Act.
- [2] Ibid.



Case 2243: MAL 5; 9; 16(1); 17J | Uganda: High Court of Uganda (Commercial Division) | Miscellaneous Cause No. 0053 of 2024 | *Plinth Consultancy Services Ltd v. Invatsi Construction Ltd & Others* | 26 August 2024 | Original in English | Published: [2024] UGCommC 263 | Available at: <https://ulii.org/akn/ug/udgment/ugcommc/2024/263/eng@2024-08-30/source> (pending translation in the other five languages of the United Nations)

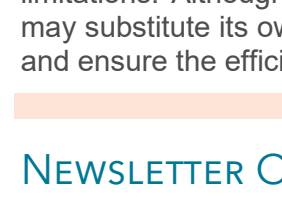
The case relates to the granting of interim measures by the High Court of Uganda, pending the hearing and final determination of the arbitration proceedings at the International Chamber of Commerce (“ICC”).

The dispute arose following the termination of a subcontract between the applicant and the respondents, who had been engaged by the Ugandan Government for the construction of the Kabuyanda Earth dam. Following the referral of the dispute to ICC arbitration, the applicant sought interim relief from the High Court of Uganda under section 6(1) of the Arbitration and Conciliation Act (“the Act”) (corresponding to articles 9 and 17J of MAL). The applicant requested: a lien over the bank guarantees of the respondents, as well as security for any potential award and associated costs, pending the final resolution of the arbitration.

At the outset, the High Court of Uganda emphasised the limited scope of judicial intervention in arbitration matters, as outlined in section 9 of the Act (corresponding to article 5 of MAL). It reiterated that section 9 of the Act explicitly restricts court intervention to only those instances specifically permitted under the Act, thereby ensuring respect for the autonomy of the arbitral process. As such, any judicial intervention must be exercised with caution and only within the bounds of the Act.

The High Court of Uganda applied the traditional considerations for the grant of interim measures that relate to (i) the existence of a *prima facie* case; (ii) irreparable harm on refusal of interim measures; and (iii) the side where the balance of convenience lies. The Court, firstly, referred to the established principle that a valid and enforceable arbitration agreement constitutes a *prima facie* case. Despite the respondents questioning the validity of the arbitration agreement, the High Court of Uganda emphasised the principle of severability or autonomy of the arbitration clause (enshrined in article 16(1) of the MAL), which ensured that an arbitration clause or agreement remains valid despite the invalidity of the underlying contract. While upholding the validity of the arbitration clause, the Court discussed the instances involving the consent of the parties, agency relationship, and the group of companies’ doctrine, to observe that arbitration without privity is an exception to the doctrine of privity of contract. It also noted that the arbitral tribunal has the competence to rule on its own jurisdiction by referring to the doctrine of *kompetenz-kompetenz* (enshrined in article 16(1) of the MAL).

On the issue of irreparable damage, the High Court of Uganda accepted the applicant’s argument that recovering the claimed amount would be difficult due to the respondent’s lack of physical assets within Uganda, and the risk of the respondents’ evading liability by subcontracting the project works and potentially leaving the country. Therefore, the Court found the balance of convenience to favour the applicant. Accordingly, the Court ordered the grant of interim measures in favour of the applicant that restrained the respondents from discharging their Bank Guarantee and compelled the 1st respondent to furnish security for costs. The Court further directed the Government of Uganda to withhold payment of outstanding amounts to the 1st respondent pending final determination by the arbitral tribunal.



Case 2250: MAL 8; 11(5); 16 | Bahrain: Court of Cassation | Case No. 200 for 2023 | 24 June 2024 | Original in Arabic | Abstract prepared by the Judicial and Legal Studies Institute, CLOUT Institutional Partner (pending translation in the other five languages of the United Nations)

The case arose from a dispute over the appointment of an arbitrator pursuant to a loan agreement containing an arbitration clause. The claimant applied to the High Civil Court for the appointment of a sole arbitrator, asserting that the agreement’s arbitration clause was valid and enforceable under Bahraini law. The defendants challenged the request, alleging the absence or invalidity of the arbitration clause and the underlying contract. The Court of Cassation affirmed the appellate judgment appointing an arbitrator and upheld two important legal findings. First, the Court emphasized that under article 16 of the UNCITRAL Model Law (enacted by Bahrain Arbitration law no 9/2015), only the arbitral tribunal is competent to rule on its own jurisdiction (principle of *kompetenz-kompetenz*). When a court is requested to appoint an arbitrator (as opposed to ruling on the merits), its role is limited to verifying *prima facie* the existence of an arbitration agreement, without delving into its validity or enforceability. Any jurisdictional challenges are to be decided by the arbitral tribunal itself, subject to subsequent judicial review under recognition or annulment proceedings.

Second, the Court clarified that the appointment of an arbitrator by the appellate court does not violate article 11(5) of the Model Law, nor does it contravene procedural limitations. Although the original jurisdiction lies with the lower court, the appellate court may substitute its own decision where appropriate to avoid unnecessary procedural delays and ensure the efficiency of the arbitration.

NEWSLETTER CONTRIBUTIONS

Sharing experiences: How the German Arbitration Institute (DIS) with its German Arbitration Digest (GAD), a community-based project summarizing arbitration-related decisions of Germany’s highest courts, contributes to CLOUT.

Why DIS became a CLOUT institutional partner. DIS supports the unification and harmonization of international trade law as key elements of facilitating international trade. When DIS and its initiative of young arbitration practitioners in Germany (DIS40) set up GAD to make German arbitration-related case law internationally available, it was natural to start contributing to CLOUT. CLOUT makes available court decisions related to UNCITRAL instruments, and Germany, having adopted the MAL and being a Contracting State to the NYC, has many of them.

What GAD is. GAD is a joint initiative of DIS and DIS40 and part of a broader effort to strengthen Germany as a hub for international arbitration. Germany boasts a well-established arbitration practice and a high-quality body of court decisions, but the language barrier remains a hurdle. GAD serves to make relevant arbitration-related decisions of the highest German courts available to a global audience – a project aimed at providing clear, concise and accurate summaries of German arbitration case law in English. GAD is available for free via social media (<https://www.linkedin.com/showcase/german-arbitration-digest-gad/>) and on its website <https://www.german-arbitration-digest.de>. In comparison to CLOUT, GAD also includes non-final decisions, particularly where they are of high relevance to the arbitration community.

As a unique feature, GAD helps to foster collaboration within the German arbitration community, providing young practitioners with a meaningful opportunity to engage with real-world cases and contribute to international legal resources. By now, over 110 young professionals have volunteered to summarize recent arbitration-related decisions for GAD. Since the launch of the project in September 2024, the GAD editorial team has published 32 summaries. One GAD summary has so far been published in CLOUT, and three more have been submitted. Compared to one single German arbitration case published in CLOUT since 2011, this represents a significant increase in the international visibility of German case law.

How GAD works. GAD is built on a collaborative, structured process spanning from the court registries to young arbitration practitioners and experienced arbitration professionals: The registries of Germany’s highest courts – including the Federal Court of Justice and the Higher Regional Courts – proactively circulate new arbitration-related decisions to the GAD editorial team. The GAD editorial team then reviews each decision to assess its relevance for our target audience: practitioners, academics and institutions engaged in international arbitration. If deemed suitable, the decision is assigned to an author for an English-language summary. The authors are young legal practitioners admitted in Germany from both the DIS and DIS40 community. Each summary is reviewed by experienced arbitration practitioners to ensure clarity, accuracy and relevance. After internal editing by the GAD editorial team, the final version is published.

How CLOUT cases are selected and processed. The GAD editorial team identifies cases that have a connection to UNCITRAL instruments, namely the MAL or the NYC. The author together with the GAD editorial team prepare an adapted version of the summary that complies with CLOUT submission guidelines. In light of the detailed CLOUT requirements, it is under consideration whether the responsibility for adapting to these requirements should rest primarily with the GAD editorial team. These contributions are then circulated for approval to the CLOUT team. Iterated feedback from UNCITRAL’s CLOUT team allows the GAD editorial team to adjust the case selection to CLOUT’s demands.

How quality is assured. A key challenge lies in navigating the language and legal translation between German court terminology and internationally understood legal English. Another hurdle is ensuring consistency in both style and depth of the summaries, given the diversity of contributors and the complexity of formatting and stylistic requirements. To address these issues, the GAD editorial team provides editorial templates to ensure a uniform structure and format across all summaries, guidance on the keyword selection based on the standardized Thesauri list to promote consistent use of terminology and editorial guidelines to support a consistent use of abbreviations and references to legal sources. Internal review protocols are in place to check each summary for clarity, accuracy and consistency. Looking ahead, the GAD editorial team considers additional training to streamline the drafting process and further support contributors.

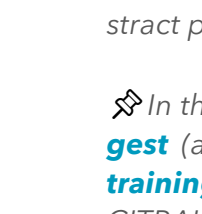
How GAD develops. DIS and DIS40 plan to continue expanding the GAD project and strengthening its contribution to CLOUT. With the recent establishment of German Commercial Courts, which will issue judgments also in the English language and an upcoming assignment of arbitration matters to these Commercial Courts, the GAD editorial team anticipates that more decisions will be directly suitable for international publication – potentially simplifying and accelerating the workflow. Ultimately, the GAD-CLOUT institutional partnership seeks to make Germany’s arbitration-related jurisprudence more visible, understandable and impactful on the global stage. The DIS and DIS40 look forward to further collaboration and welcome feedback from the CLOUT community.

Marie C. Gröger (DIS40 Co-Chair) and Reinmar Wolff (DIS Vice President)

EVENTS

UNCITRAL Days: Expression of interest

News! Preparations for the 2025 edition of UNCITRAL Days are underway across the world:



- ✳ African States
- ✳ Arab States
- ✳ Asia-Pacific States
- ✳ Latin American and Caribbean States

Join the 2025 edition of the UNCITRAL Days that focuses on **end-to-end trade digitalization!**

Universities interested in joining can express interest [here](#).

For further information on UNCITRAL Events and News all year round check out our official website and our social media pages (links available below).

FOLLOW-UP ACTIONS AFTER THE CLOUT NETWORK MEETING OF 16 JULY 2025

✳ The secretariat encourages CLOUT contributors to comply with the CLOUT guidelines and user guide available at <https://uncitral.un.org/en/case-law>.

✳ The CLOUT Team welcomes any CLOUT Network contributor who would like to make **short contributions** to **the Newsletter with articles, commentaries and information** on the interpretation and application of UNCITRAL texts in their own countries. Send your contributions at monica.canafoglia@un.org and maria.giannakou@un.org.

✳ CLOUT contributors are encouraged to transmit **to the secretariat abstracts from jurisdictions in which decisions are issued in local language** other than the six languages of the United Nations.

✳ CLOUT Network members may also **consider involving university students and young professionals** in abstract preparation.

✳ In the context of CLOUT dissemination and digital partnerships, **CLOUT Network members may wish to suggest (a) legal online platforms** that could host CLOUT abstracts and (b) **universities and other education and training centres** that could help disseminate CLOUT abstracts with a view to potential partnerships with the UNCITRAL secretariat.

✳ **Universities, training centres, arbitration centres, law professors, judges and other interested law practitioners can contribute to the CLOUT collection** even if they are not National Correspondents. They are strongly encouraged to contact UNCITRAL at monica.canafoglia@un.org and maria.giannakou@un.org for information.

✳ CLOUT contributors may wish to **propose building partnerships with CLOUT-like local initiatives** that support activities, programmes and trainings for students and young professionals aimed at enhancing the CLOUT system and increasing its visibility. Such initiatives may be also proposed **in the context of UNCITRAL Days**.

✳ The CLOUT Network is invited to **propose ideas for CLOUT-related events** that could contribute to the celebration of **UNCITRAL@60 in 2026/27**.

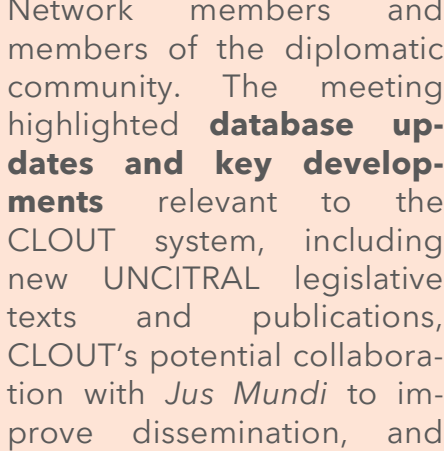


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LATEST CLOUT NETWORK MEETING NEWS

CLOUT Network meeting—YouTube video



The **CLOUT Network meeting** for the year 2025 was held on 16 July 2025 as part of the fifty-eighth Commission session welcoming CLOUT Network members and members of the diplomatic community. The meeting highlighted **database updates and key developments** relevant to the CLOUT system, including new UNCITRAL legislative texts and publications, CLOUT’s potential collaboration with *Jus Mundi* to improve dissemination, and ways to enhance abstract preparation and deepen CLOUT’s impact through Institutional Partners and partnerships with academic institutions and online legal platforms. Participants further explored CLOUT’s interconnection with UNCITRAL’s technical assistance and legal capacity, and ways to showcase CLOUT in **UNCITRAL’s 60th anniversary** in 2026. The Secretariat looks forward to continued **engagement from the Steering Committee** to broaden the system’s reach and amplify the promotion and use of UNCITRAL texts. **We thank all speakers and participants** for their interventions and look forward to the next CLOUT Network meeting for 2026!

LATEST CLOUT DATABASE NEWS

The CLOUT Team is excited to announce the **first-ever publication of cases from Bahrain** (CLOUT case 2250), **Morocco** (CLOUT case 2231), **Myanmar** (CLOUT cases 2246 and 2247) and **Qatar** (CLOUT cases 2215 and 2220) in the CLOUT database. The cases refer to the interpretation and application of the HR, the MAL and the NYC and are already accessible, or will be made available pending translation in the six languages, [here](#).

CLOUT continues to showcase cases interpreting and applying UNCITRAL texts from **underrepresented jurisdictions in its system**. In the period January – July 2025, abstracts from **Argentina**, the **Philippines**, **Romania**, **Uganda**, and the **United Arab Emirates** have been prepared (*the CLOUT cases are pending translation in the six languages of the United Nations; they will be made available here in due course*).

The secretariat is preparing audiovisual materials to further **promote CLOUT globally and facilitate the preparation of CLOUT abstracts** for worldwide contributors. Monitor our social media channels and official website for updates!

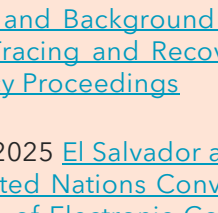
During the CLOUT Network meeting, suggestions were made to update the **CLOUT User Guide** and provide contributors with request letters for seeking access to decisions and arbitral awards in jurisdictions where access is restricted due to private database limitations or other reasons.

UNCITRAL NEWS

The **new e-learning module focusing on the CISG**, “An introduction to the United Nations Convention on Contracts for the International Sale of Goods (CISG),” has just been made available in English on the [UNCITRAL website!](#)

The **58th annual session of UNCITRAL** wrapped up **major advancements in international trade law!** Highlights include the approval of a draft Convention on **negotiable cargo documents**, the adoption of the Toolkit and Background Notes on **asset tracing and recovery in insolvency proceedings**, and the adoption of the Toolkit on **prevention and mitigation of international investment disputes**. The Commission also authorized two customizable templates of **model organization rules** for Limited Liability Enterprises, the UNCITRAL/UNIDROIT study on the **legal nature of verified carbon credits** issued by independent carbon standard setters, and a guidance document on legal issues relating to the **use of DLT in trade**.

LATEST PRESS RELEASES



11/08/2025 **Brazil ratifies the Singapore Convention on Mediation**

05/08/2025 **Ecuador ratifies the “Hamburg Rules”**

23/07/2025 **UNCITRAL makes significant progress towards more efficient and reliable international trade at its 58th session**

22/07/2025 **UNCITRAL adopts Toolkit on Prevention and Mitigation of International Investment Disputes**

21/07/2025 **UNCITRAL adopts Toolkit and Background Notes on Asset Tracing and Recovery in Insolvency Proceedings**

18/07/2025 **El Salvador accedes to the United Nations Convention on the Use of Electronic Communications in International Contracts**

17/07/2025 **Viet Nam signs a new memorandum of understanding with the United Nations to strengthen cooperation on UNCITRAL matters**

14/07/2025 **Draft UN Convention on Negotiable Cargo Documents to modernize and digitize global trade finalized**