COMPARATIVE ANALYSIS OF INTERNATIONAL COMMERCIAL ARBITRATION PROCEDURES OF THE DPR KOREA, RUSSIA AND CHINA

HUI-CHOL PAK[1], HYE-RYON SON[2], SON-GYONG JONG[3], UN-NAM KIM[4]
Kim Il Sung University, (Pyongyang, DPR Korea)[1]
Kim Il Sung University, (Pyongyang, DPR Korea)[2]
Kim Il Sung University, (Pyongyang, DPR Korea)[3]
Kim Il Sung University, (Pyongyang, DPR Korea)[4]
hc.pak0101@ryongnamsan.edu.kp[1]
hr.son@ryongnamsan.edu.kp[2]
sg.jong0102@ryongnamsan.edu.kp[3]
un.kim0512@ryongnamsan.edu.kp [4]

Abstract *– At present, the DPR Korea, Russia and China are actively promoting international commercial transactions with each other, aiming at economic development. In light of potential international disputes arising in international commercial exchange and cooperation, the three countries have each established diverse dispute resolution systems, focusing on the establishment of legal regimes related to commercial arbitration. Comparative analysis of the arbitration procedures stipulated in the three countries' laws regarding international commercial arbitration is not only beneficial to promoting the ever-expanding exchange and cooperation between the countries but also significant in understanding international commercial arbitration system and legislative experiences in the countries. However, hardly any comparative studies on international commercial arbitration procedures of these three neighboring countries, the DPR Korea, Russia and China, have been carried out so far. Among relevant bibliography, a few articles dealt with national laws governing international commercial arbitration and arbitration procedures regulated in it, but hardly any articles covering a comparative analysis of the procedures of international commercial arbitration in the three countries can be found.*

In fact, the arbitration procedures stipulated in the international commercial arbitration laws of the DPR Korea, Russia and China have much in common, regardless of whether or not they have adopted the requirements of the UNCITRAL Model Law on International Commercial Arbitration. However, there are certain differences in relation to the specific aspects of international commercial arbitration procedures, as the socio-economic systems and reality of each country are dissimilar.

The present paper aims at contributing to the stabilization of economic and transactional relations between these neighboring countries by helping the legal and natural persons of the DPR Korea, Russia and China to solve the conflicts that might arise between the countries on the basis of a correct understanding of the arbitration procedures prescribed in the international commercial arbitration laws of the countries concerned.

Based on the review of the changes in the legal regulations on arbitration procedures that have been carried out in the DPR Korea, Russia and China, the articles of arbitration procedures stipulated in international commercial arbitration laws of the three countries are compared and analyzed according to the general order of arbitration procedures, and the similarities and differences are demonstrated.

Keywords: *arbitration procedure, a statement of claim, a statement of defence, arbitral tribunal, arbitral award, the Korea International Trade Arbitration Committee (KITAC), China International Economic and Trade Arbitration Commission (CIETAC), International Commercial Arbitration Court (ICAC) of Russian Federation*

INTRODUCTION

The DPR Korea and Russia adopted the UNCITRAL Model Law on International Commercial Arbitration (as amended in 2006) in their national legislations relating to international commercial arbitration.[1]

[1] Vladimir Orlov and Vladimir Yarkov. *New Russian Arbitration Law 3*(4) Athens Journal of Law 257-280, 258 (2017); 김성호 등, 《법학전서(국제경제법부문)》[Song Ho Kim, Compendium of Laws: Economic International Law] 327 (Pyongyang, Science Encyclopedia Publishing House, 2014).

Whether China has adopted the Model Law or not lacks consensus. A few argue that China has not adopted the UNCITRAL Model Law[2] while the majority observes that the 1995 Arbitration Law of the People's Republic of China, the primary source of Chinese arbitration law, is based on the Model Law.[3] However, the composition of the arbitral tribunal, the arbitration agreement, arbitration procedures, cancellation of the award, etc. indicates that China has also considered the Model Law to a considerable extent in the establishment of its arbitration system.

The UNCITRAL adopted the Model Law on International Commercial Arbitration on 21 June 1985 with the intention of assisting states in reforming and modernizing their laws on arbitral procedure so as to take into account the particular features and needs of international commercial arbitration and revised it on 7 July 2006.[4]

Being a soft law with no coercive enforceability, the UNICITRAL Model Law is provided for reference to the member states of the UNICITRAL.

However, since the Model Law reflects the general principles and principles of arbitration and reflects the trend of development of international commercial arbitration, including the autonomy of the parties concerned and the strengthening of the authority of the arbitral tribunals, it makes considerable contribution to the adoption and revision of the national arbitration laws of each country. The Model Law consisting of 36 Articles in eight Chapters is of great help to national legislation concerning international commercial arbitrations, as it provides relatively detailed definition of the application of arbitration, the form and effect of arbitration agreements, the composition and authority of arbitration, arbitration procedures, and the approval and execution of arbitration. The Model Law reflects a considerable amount of international consensus on the key aspects of international commercial arbitration, a number of countries adopted the Law in their national legislation.[5]

In the early 1990s, when the international socialist market disappeared, the DPR Korea shifted the direction of external economic relations to the capitalist market, thus expanding their external economic relations, which used to focus mainly on trade in goods, to investment and trade in services. In light of the circumstance, the DPR Korea enacted and promulgated the Law of the DPR Korea on External Economic Arbitration (hereafter called the DPRK External Economic Arbitration Law) on 21 July 1999 and adopted the Arbitration Rules of the Korea International Trade Arbitration Committee (hereafter referred to as the KITAC Arbitration Rules) on 13 November the same year. Since then, the Korean International Trade Arbitration Committee (KITAC) has developed into an independent arbitration body that deals exclusively with international commercial disputes.

Since the adoption of the External Economic Arbitration Law, the absolute majority of international commercial disputes have been settled by arbitration in the country, and reflecting the experience and lessons learnt during the process, the DPR Korean government amended the Law five times in 2008, 2014, 2016, 2020 and 2024.[6]

What is noteworthy as a landmark among several amendments to the DPR Korean External Economic Arbitration Law was that of 2008. It is because the amendment of 2008 aimed at streamlining the arbitration law to meet, in most part, international standards. The External Economic Arbitration Law, as amended and supplemented in 2008, has adopted the requirement of the UNICITRAL Model Law in many aspects compared to the 1999 External Economic Arbitration, especially in the regulation of arbitration procedures. For example, the principle of "party autonomy" recognized as a global legislative trend was widely adopted, the authority of the arbitral tribunal and the arbitration committee was expanded, and the conditions for the approval and execution of foreign arbitration awards were also changed to meet international standards. The 2008 amendment was

[2] Annie X Li, *Challenges and Opportunities of Chinese International Arbitral Institutions and Courts in a New Era of Cross-border Dispute Resolution*, 38 (2) Boston University International Law Journal 358 (2020).

[3] J, Wukkuan Rowley, *Arbitration World* 235 (European Lawyer, 3rd Ed., 2010).

[4] J, Wukkuan Rowley, *Arbitration World* 149 (European Lawyer, 3rd Ed., 2010).

[5] J, Wukkuan Rowley, *Arbitration World* 150 (European Lawyer, 3rd Ed., 2010).

[6] Amended and supplemented as Decree No. 1721 of the Standing Committee of the Supreme People's Assembly on 15 September 2024.

organized into seven chapters and 65 articles as compared to four chapters and 43 articles in its previous version.[7] In the wake of the amendment of External Economic Arbitration Law, Arbitration Rules underwent a major revision and supplementation on 7 December 2016[8] and 11 July 2021.[9] This led to the establishment of arbitration procedures regarding international commercial disputes which are consistent with the regulations of the Model Law.

In Russia, reform in the field of arbitration law begun in the wake of the dissolution of the USSR in the early 1990s. Officially, such reform started with the enactment of the Law "On International Commercial Arbitration" in 1993, which also introduced new Statute of the International Commercial Arbitration Court (ICAC) at the Chamber of Commerce and Industry of the Russian Federation.[10]

In fact, Russia is a federal state and private commercial law and dispute resolution are matters of federal competence. The 1993 International Commercial Arbitration Law, which is the primary statute governing international arbitration in Russia, mostly reiterated the provisions of UNCITRAL Model Law.[11] In the Russian reforms of arbitration legislation, the UNCITRAL Model Law on International Commercial Arbitration (as amended in 2006) has been followed in particular.[12] As a result of arbitration law reform, a lot of organs took the position of a permanent arbitration institution in Russia. The oldest Russian arbitration institution is the ICAC Russia.[13] In 2018 alone, litigants from 54 countries used the ICAC Russia to settle disputes. Over the course of 2014 – 2018, German companies were parties in 82 cases.[14] After the adoption of International Commercial Arbitration Law, Russia adopted Rules of International Commercial Arbitration Court (ICAC Rules) on 18 October 2005[15] and on 27 January 2017, new rules of the International Commercial Arbitration Court at the Russian Federation Chamber of Commerce and Industry (ICAC) came into force.[16] Thus, the arbitration procedures in Russia are basically identical to the arbitration procedures stipulated in the Model Law.

In China, the main law governing international commercial arbitration relations is the Law of the People's Republic of China on Arbitration (hereafter referred to as Chinese Arbitration Law). The Law was adopted on 31 August 1994, and came into force on 1 September 1995[17], and was revised two times thereafter. However, there are different views regarding the adoption of UNICITRAL Model Law into Chinese Arbitration Law. As mentioned above, it is undeniable that Chinese Arbitration Law has considerable similarities with the Model Law. China adopted and amended Arbitration Rules of CIETAC for the enforcement of Arbitration Law. The Arbitration Rules amended on 4 November 2014 and came in force since 1 January 2015 is currently enforceable.

After all, although the Russian and Chinese arbitration procedures regarding international commercial disputes differ to certain degrees, they share both Russia and China have adopted the norms outlined in the UNCITRAL Model Law into their legal systems although to different degrees.

However, differences in the specific form and method of arbitration procedures do exist as they have divergent state structures, economic systems, and dispute resolution methods.

An international arbitration may be conducted in many different ways. There are no fixed rules of procedure. Institutional (and ad hoc) rules of arbitration often provide an outline of the various steps to be taken; but detailed regulation of the procedure to be followed is established either by

[7] Kim Un Nam, *Characteristics of External Arbitration Regime of the DPR Korea*, 65(1) **Kim Il Sung** University Law Journal 46 (2019).

[8] Amended and supplemented as Cabinet Decision 102 on 7 December 2015.

[9] Amended as Cabinet Decision 67 on 11 July 2021.

[10] Commercial Arbitration in Russia (Historical), available at http://mkas.tpprf.ru/en/lawstatus/historical background.

[11] J, Wukkuan Rowley, *Arbitration World* 461 (European Lawyer, 3rd Ed., 2010)

[12] Vladimir Orlov and Vladimir Yarkov. *New Russian Arbitration Law 3*(4) Athens Journal of Law 257-280, 258 (2017).

[13] Commercial Arbitration in Russia (Historical), available at http://mkas.tpprf.ru/en/lawstatus/historical background.

[14] Falk Tischendorf, Alexander Bezborov, Gerd Lenga and Natalia Bogdanova, *Arbitration in Russia* 7 (Beiten Burkhardt, 2020) available at www.beitenburkhardt.com.

[15] ICAC Rules, Available at http:// mkas.tpprf.ru/en/documents.

[16] Available at http:// mkas.tpprf.ru/en/rules.

[17] Ge Liu and Alexander Lourie, *International Commercial Arbitration in China: History, New Developments, and Current Practice* 28 (3) Journal of Marshall Law Review 540 (1995).

agreement of the parties or by directions from the arbitral tribunal-or a combination of the two. The flexibility that this confers on the arbitral process is one of the reasons that parties choose international arbitration over other forms of dispute resolution in international trade.[18]

While there are many different variations, depending on a wide range of factors, a typical modern international arbitration will usually proceed along the steps including a statement of claim, a statement of defence, composition of an arbitral tribunal, arbitration hearing, arbitral award etc.

In this connection, the paper attempts to compare and analyze arbitration procedures defined in arbitration laws and rules of the DPR Korea, Russia and China in the order of the above-mentioned stages of procedures. As the procedures for international commercial arbitration are highly specified and complicated, those provisions or clauses that can be regarded as relatively important have been selected for comparative discussion in the paper.

1. Statements of Claim or Defence

The first step of the international commercial arbitration procedure is generally the filing of statements of claim and defence. If a party (a claimant) submits a state of claim, the other party (a respondent) may submit a statement of defence, which is not necessarily mandatory. In other words, even if a respondent does not submit a statement of defence after receiving a statement of claim, it does not influence the commencement or progression of arbitration procedures.

The relevant legal provisions of the DPR Korea, Russia and China regarding statements of claim and defence are as follows:

Table 1. Arbitration Claim and Defence

State	Arbitration laws and regulations	Provisions	Contents
DPR Korea	**External Economic Arbitration Law**	Article 39 (Date of commencement of arbitration)	Unless otherwise agreed by the parties concerned, the arbitration shall be deemed to have commenced on the date on which the respondent receives a statement of claim.
		Article 43 (Statement of claim or defence)	The claimant shall submit a statement of claim with a summary of the dispute and specific relief sought, and the respondent shall submit a statement of defence. Parties concerned may present documentary evidence or exhibits, as well as amending or supplementing their statement of claim or defence within the period of dealing with the case.
	Arbitration Rules	Article 14	The party who wish to apply for arbitration shall file with the arbitration committee a statement of claim signed by a claimant or an agent, and the statement of claim shall include; 1. the name and address (legal addresses, postal addresses, telephone and fax numbers, e-mail address or any other means of electronic telecommunication) of the claimant 2. demands and amount of the claim 3. a statement of factual circumstances supporting the claim 4.specifications of the number of

[18] Nigel Blackby and Constantine Partasides, *Redfern and Hunter on International Arbitration* 363 (Oxford: Oxford University Press, 2014).

			arbitrators, and the language and place of arbitration in the absence of prior agreement thereto
		Article 15	The claimant may attach to the statement of claim relevant documentary or other evidence on which the claimant's claim is based, and pay the arbitration fee to the arbitration committee in accordance with its Arbitration Fee Schedule (Annex).
		Article 20	The respondent shall file a statement of defense within thirty (30) days from the date of its receipt of a statement of claim. The statement of defense shall be signed and sealed by the respondent or its agent(s), and shall, inter alia, include: 1. the name and address (legal addresses, postal addresses, telephone and fax numbers, e-mail address or any other means of electronic telecommunication) of the respondent; 2. the defense to the statement of claim setting forth the facts and grounds on which the defense is based; and 3. the relevant documentary and other evidence on which the defense is based. 4. opinions regarding the number of arbitrators, and the language and place of arbitration stated in the statement of claim
Russia	**International Commercial Arbitration Law**	Article 21	Unless otherwise agreed by the parties, the arbitration in respect of a particular dispute [ad hoc] is deemed commenced on the date on which a statement of claim is received by the respondent.
		Article 23 (1) Statements of claim and defence	[…] the claimant shall state the facts supporting his claim, the points at issue and the relief or remedy sought, and the respondent shall state his defence in respect of these particulars, unless the parties have otherwise agreed as to the required content of such statements. The parties may submit with their statements all documents they consider to be relevant or may add a reference to the documents or other evidence they will submit.
	ICAC Rules	Article 8 Bringing of a Claim	1. Arbitral proceedings shall commence with the filing of a statement of claim with the ICAC. 2. The filing date of the statement of claim shall be the date on which it is delivered to the ICAC, or where the statement of claim is sent by mail it shall be the date of the postmark of the post office where it has been mailed.
		Article 9 Contents of the Statement of Claim	1. The statement of claim shall include: (a) names, postal addresses, telephone and fax numbers, and e-mail addresses of

			the parties; (b) demands of the claimant; (c) substantiation of the jurisdiction of the ICAC; (d) a statement of the factual circumstances supporting the claim; (e) evidence confirming such circumstances; (f) substantiation of the claims with reference to applicable law; (g) amount of the claim; (h) calculation of the amount of each demand; and (i) a list of documents attached to the statement of claim.
		Article 12 Statement of Defence	1. The Executive Secretary of the ICAC shall give the respondent notice of a statement of claim filed and send to the respondent a copy of the statement of claim and copies of the documents attached thereto after an adequate number thereof has been submitted. 2. Simultaneously, the Executive Secretary of the ICAC shall invite the respondent to submit a statement of defence within a period of 30 days from receipt of the statement of claim. 3. The statement of defence shall contain: (a) the name, postal address, telephone and fax numbers, and e-mail address of the respondent; (b) an application in which the respondent acknowledges, or objects to, the demands; (c) a statement of the factual circumstances supporting the position of the respondent; (d) evidence supporting such circumstances; (e) substantiation of the position of the respondent with reference to applicable rules of law; and (f) a list of documents attached to the statement of defence.
China	**Arbitration Law**	Article 22	A party applying for arbitration shall submit to an arbitration commission the arbitration agreement, an application for arbitration and copies thereof.
		Article 23	The following particulars shall be specified in an application for arbitration: 1. the name, sex, age, occupation, work unit and address of the party, the name, domicile and legal representative of the legal person or other organization and the name and position of its person-in charge; 2. the arbitration request and facts and grounds on which the claim is based; and 3. evidence and the source thereof, the name and address of the witness(es).

		Article 25	Upon acceptance of an application for arbitration, the arbitration commission shall, within the time limit specified by the Arbitration Rules, serve a copy of the Arbitration Rules and the list of arbitrators on the claimant, and serve a copy of the arbitration application, the Arbitration Rules and the list of arbitrators on the respondent. Upon receipt of a copy of the arbitration application, the respondent shall, within the time limit prescribed by the Arbitration Rules, submit its defense to the arbitration commission. Upon receipt of the defense, the arbitration commission shall, within the time limit prescribed by the Arbitration Rules, serve a copy of the reply on the claimant. The failure of the respondent to submit a defense shall not affect the proceeding of the arbitration procedures.)
	Arbitration Rules	Article 11 Commencement of Arbitration	The arbitral proceedings shall commence on the day on which the Arbitration Court receives a Request for Arbitration.
		Article 12 Application for Arbitration	A party applying for arbitration under these Rules shall: 1. Submit a Request for Arbitration in writing signed and/or sealed by the Claimant or its authorized representative(s), which shall, inter alia, include: (a) the names and addresses of the Claimant and the Respondent, including the zip code, telephone, fax, email, or any other means of electronic telecommunications; (b) a reference to the arbitration agreement that is invoked; (c) a statement of the facts of the case and the main issues in dispute; (d) the claim of the Claimant; and (e) the facts and grounds on which the claim is based. 2. Attach to the Request for Arbitration the relevant documentary and other evidence on which the Claimant's claim is based. 3. Pay the arbitration fee in advance to CIETAC in accordance with its Arbitration Fee Schedule.
		Article 15 Statement of Defense	1. The Respondent shall file a Statement of Defense in writing within forty-five (45) days from the date of its receipt of the Notice of Arbitration. If the Respondent has justified reasons to request an extension of the time period, the arbitral tribunal shall decide whether to grant an extension. Where the arbitral tribunal has not yet been formed, the decision on

			whether to grant the extension of the time period shall be made by the Arbitration Court. 2. The Statement of Defense shall be signed and/or sealed by the Respondent or its authorized representative(s), and shall, inter alia, include the following contents and attachments: (a) the name and address of the Respondent, including the zip code, telephone, fax, email, or any other means of electronic telecommunications; (b) the defense to the Request for Arbitration setting forth the facts and grounds on which the defense is based; and (c) the relevant documentary and other evidence on which the defense is based. 3. The arbitral tribunal has the power to decide whether to accept a Statement of Defense submitted after the expiration of the above time period. 4. Failure by the Respondent to file a Statement of Defense shall not affect the conduct of the arbitral proceedings.

As shown in the table, the regulations concerning arbitration claims and defence stipulated in the relevant arbitration laws and regulations of the DPR Korea, Russia and China are similar yet different.

The arbitration laws and regulations of the DPR Korea, Russia and China define similarly with respect to the statement of claim (also referred to as a 'request for arbitration' or an 'application for arbitration') and a statement of defence.

However, there are some distinctions in their particulars.

As for the commencement of arbitration, the arbitration is deemed to have commenced on the date on which the respondent receives a statement of claim, while in China it is deemed to have commenced on the date on which the arbitration institution receives a Request for Arbitration. Meanwhile, Russian arbitration law and regulation provides slightly differently for the date of commencement of arbitration. According to the Russian International Commercial Arbitration Law, arbitration is commenced on the date on which the respondent receives a statement of claim, while according to the Russian ICAC Rules it is commenced with the filing of a statement of claim.

With regard to the time period within which a statement of defence must be submitted, the DPR Korean and Russian arbitration law requires the respondent to file a statement of defence within 30 days of the receipt of a statement of claim, whereas in China the respondent should submit a statement of defence within 45 days of receipt of the notice of the arbitration. In the DPRK and Russia, provisions regarding statements of claim or defence are stipulated in general in the arbitration laws and elaborated in detail in relevant arbitration regulations, while in China the provisions regarding statements of claim or defence in the arbitration law are reiterated in the arbitration regulation.

2. Composition of an Arbitral Tribunal

The second stage of the international commercial arbitration procedure is usually the composition of an arbitral tribunal. Relevant arbitration rules include the provisions regarding the number, qualification, appointment, exclusion, and withdrawal of arbitrators.

2.1 Number of arbitrators

An arbitral tribunal may comprise a single arbitrator or several arbitrators.

The relevant laws and regulations of the DPR Korea, Russia and China concerning the number of arbitrators are as follows:

Table 2.1 Number of arbitrators

State	Arbitration laws and regulations	Articles	Contents
DPR Korea	**External Economic Arbitration Law**	Article 23 (Number of Arbitrators in an Arbitral Tribunal)	The number of arbitrators in an arbitral tribunal shall be one or three according to the agreement of the parties concerned. In the absence of such agreement, three arbitrators shall compose an arbitral tribunal unless otherwise determined by the arbitration committee taking into account the amount of claim, complexity of a case, etc.
Russia	**International Commercial Arbitration Law**	Article 10. Number of Arbitrators	1. The parties are free to determine the number of arbitrators. 2. If the parties have not determined such number, the number of arbitrators shall be three.
China	**Arbitration Law**	Article 30	An arbitral tribunal may comprise three arbitrators or one arbitrator. If an arbitral tribunal comprises three arbitrators, a presiding arbitrator shall be appointed.

As can be seen in the table above, the number of arbitrators defined in the arbitration laws of the DPR Korea and China is identical, i.e., one or three.

However, there are slight differences in the composition of an arbitral tribunal in each country. The DPRK arbitration law provides that in the absence of parties' agreement as to the number of arbitrators, three arbitrators compose an arbitral tribunal thus envisaging that the number of arbitrators could be one depending on the amount of claim, complexity of a case, etc. Unlike this, the Russian arbitration law stipulates that an arbitral tribunal should be composed of three arbitrators in the absence of parties' agreement thereto. Chinese arbitration law, instead of elaborating the method of composing an arbitral tribunal, makes it a principle for an arbitral tribunal to comprise three arbitrators generally by stipulating that the number may be three or one and if three, one should be a presiding arbitrator.

As to the freedom of the parties to determine the number of arbitrators, Russian and the DPR Korean arbitration laws stipulate in the articles concerning the Number of Arbitrators, but the Chinese Arbitration Law provides it in the articles regarding the procedures for the selection of arbitrators, namely Articles 31 and 32.

2.2 Qualification of arbitrators

An arbitrator plays a key role in arbitration, and how to define the qualification of an arbitrator is important in deciding the outcome of arbitration. In general, an arbitrator must be qualified as an expert in the field of dispute resolution and, at the same time, be morally sound. The relevant legal provisions of the DPR Korea, Russia and China concerning the qualifications of arbitrators are as follows:

Table 2.2 Qualification of arbitrators

State	Arbitration laws and regulations	Articles	Contents
DPR Korea	**External Economic Arbitration Law**	Article 14 (Eligibility for arbitrators)	The following persons shall be eligible for arbitrators of an arbitration committee: 1. a person possessing an expertise in relevant fields such as law, economics etc; 2. a person with a career of a lawyer or a judge 3. an overseas compatriot or foreigner renowned in the field of arbitration
Russia	**International Commercial Arbitration Law**	Article 11. Appointment of Arbitrators	1. No person shall be precluded by reason of his nationality from acting as an arbitrator, unless otherwise agreed by the parties.

	ICAC Rules	Article 3 Arbitrators	1. Arbitrators shall be chosen or appointed in accordance with these Rules from among persons possessing the requisite specialized knowledge in settling disputes within the jurisdiction of the ICAC. The arbitrators shall be impartial and independent in fulfilling their duties.
China	**Arbitration Law**	Article 13	An arbitration commission shall appoint fair and honest person as its arbitrators. Arbitrators shall meet one of the following requirements: 1. they have passed the national unified legal professional qualification exam and obtained the legal professional qualification, and have engaged in arbitration work for eight years; 2. they have worked as a lawyer for eight full years; 3. they have worked as judges for eight years; 4. they are engaged in legal research or legal teaching with a senior academic title; or 5. they have legal knowledge and are engaged in professional work relating to economics and trade with a senior academic title or at the equivalent professional level. The arbitration commission shall prepare a register of arbitrators according to different specialties.
		Article 67	A foreign arbitration commission may appoint foreigners with professional knowledge in law, economy and trade, science and technology and other fields as arbitrators.

As listed in the table above, Article 14 of the DPRK Law on External Economic Arbitration does not specify in detail the period of engaging in a particular profession such as legal profession or an academic degree required to be qualified as an arbitrator. Hence, this article is interpreted in such a broad way both academically or practically that those who have acquired the expertise of relevant sectors, including law, economics, etc, regardless of their current occupation, *i.e* including government officials, businessmen, practicing lawyers, or even retired lawyers qualify as arbitrators.

In contrast, Article 13 of the Chinese Arbitration Law states that only such arbitrators, lawyers or judges as practicing for over eight years, and those who are currently engaged in law research, education, economic and trade affairs with a senior academic title can be arbitrators. According to this, those who used to have such a career in the past or who are engaged in other fields of law than arbitration, advocacy, and justice (e.g., prosecution) cannot be arbitrators.

This suggests that while Chinese arbitration law restricts the eligibility of arbitrators by spelling out the period of engagement in particular fields such as legal profession (defined as 8 years) or senior academic titles, the DPR Korean arbitration law extends the qualifications of arbitrators in comparison with China.

The Russian arbitration law and regulations stipulate that, without specifying the qualifications of arbitrators, only those who possess the necessary expertise and are capable of ensuring impartiality in dispute resolution, irrespective of nationality, can be arbitrators. No provision that clearly specify the qualifications of an arbitrator can be found in several arbitration-related laws and regulations of Russia. The Rules of Arbitration of International Commercial Disputes adopted on 11 January 2017 by the Chamber of Commerce and Industry of the Russian Federation, the Regulations on Organizational Principles of Activity of the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation, the Statute on the Court of International Commercial Arbitration at the Chamber of Commerce and Industry of the Russian Federation and the Rules on Impartiality and Independence of Arbitrators adopted on 30 September 2021 do not articulate the qualification of an arbitrator. On the other hand, Falk Tischendorf, in his book entitled ‘Arbitration in Russia’, elaborates on the qualifications of an arbitrator by stating that an individual whose authorities

as a judge, attorney, notary, investigator, prosecutor, or other law enforcement official were terminated for the commission of acts inconsistent with his or her professional activity; or an individual who, based on his or her status as determined by federal law, cannot be elected as an arbitrator.[19]

According to the relevant arbitration laws of the DPR Korea, Russia and China, foreigners can also be arbitrators.

2.3 Procedures for appointing arbitrators

In order to ensure the impartiality of arbitration, the parties in the DPR Korea, Russia and China are encouraged to select arbitrators that meet their own needs.

The relevant legal code of the DPR Korea, Russia and China concerning the arbitration procedure is listed as follows:

Table 2.3 Appointment of arbitrators

State	Arbitration laws and regulations	Articles	Contents
DPR Korea	**External Economic Arbitration Law**	Article (Procedures for appointment of arbitrators)	Procedures for the appointment of arbitrators shall be decided by agreement between the parties concerned. In the absence of the agreement between the parties concerned, arbitrators shall be appointed according to the following procedures: **1.** Where an arbitral tribunal is to be composed of three arbitrators, each party may select one arbitrator, who shall, within 10 days, select the chief arbitrator; in case the parites concerned fail to select the arbitrators or the two arbitrators selected fail to select the chief arbitrator, the arbitration committee shall do the selecting; and **2.** Where an arbitral tribunal is to be composed of one arbitrator, the parties concerned shall select an arbitrator by agreement; in case of failure in agreement, the arbitration committee shall select an arbitrator. Parties concerned shall not lodge any complaints against the decision made by the arbitration committee in accordance with para.2.
Russia	**International Commercial Arbitration Law**	제 11 조 Appointment of Arbitrators	1. No person shall be precluded by reason of his nationality from acting as an arbitrator, unless otherwise agreed by the parties. 2. The parties are free to agree on a procedure of appointing the arbitrator or arbitrators, subject to the provisions of paragraphs 4 and 5 of this Article. 3. Failing such agreement: in an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within 30 days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within 30 days of their appointment, the appointment shall be made, upon request of a party, by the authority specified in Article 6(1); in an arbitration with a sole arbitrator, if the parties are unable to agree on the arbitrator, he shall be

[19] Falk Tischendorf, Alexander Bezborov, Gerd Lenga and Natalia Bogdanova, *Arbitration in Russia* 7 (Beiten Burkhardt, 2020) available at www.beitenburkhardt.com.

			appointed, upon request of a party, by the authority specified in Article 6(1). 4. Where, under an appointment procedure agreed upon by the parties, a party fails to act as required under such procedure; or the parties, or two arbitrators, are unable to reach an agreement expected of them under such procedure; or a third party, including an institution, fails to perform any function entrusted to it under such procedure, any party may request the authority specified in Article 6(1) to take the necessary measures, unless the agreement on the appointment procedure provides other means for securing the appointment. 5. A decision on any matter entrusted by paragraph 3 or 4 of this Article to the authority specified in Article 6(1) shall be subject to no appeal. The authority, in appointing an arbitrator, shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and, in the case of a sole or third arbitrator, shall also take into account the advisability of appointing an arbitrator of a nationality other than those of the parties.
China	**Arbitration Law**	Article 31	If the parties agree to form an arbitral tribunal comprising three arbitrators, each party shall select or authorize the chairman of the arbitration commission to appoint one arbitrator. The third arbitrator shall be selected jointly by the parties or be nominated by the chairman of the arbitration commission in accordance with a joint mandate given by the parties. The third arbitrator shall be the presiding arbitrator. If the parties agree to have one arbitrator to form an arbitral tribunal, the arbitrator shall be selected jointly by the parties or be nominated by the chairman of the arbitration commission in accordance with a joint mandate given by the parties.
		Article 32	If the parties fail, within the time limit prescribed by the Arbitration Rules, to select the form of the arbitral tribunal or fail to select arbitrators, the arbitrators shall be appointed by the chairman of the arbitration commission.

With regard to the appointment of arbitrators in the absence of agreement between the parties co ncerned, the DPR Korean arbitration law entitles the arbitration committee to appoint the arbitrators (Article 21), while Russian arbitration law endows the right to appoint arbitrators with the President of the Chamber of Commerce and Industry of the Russian Federation (Articles 11 and 6(1)) and Chinese Arbitration Law with the head of an arbitration committee (Article 32).

Such procedures for appointing arbitrators in the DPR Korea, Russia and China are distinguished from the relevant provisions of the UNICITRAL Model Law specifying that the court or other third arbitration authority is entitled to appoint the third arbitrator.[20]

[20] UNCITRAL Model Law on International Commercial Arbitration reads in Article 11. Appointment of arbitrators that '[…] (3) Failing such agreement, (a) in an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within thirty days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within thirty days of their appointment,

In order to ensure impartiality in arbitration, the arbitration laws of the DPR Korea, Russia and China all establish certain constraints on arbitration institutions such as an arbitration committee. Article 22 of the DPRK External Economic Arbitration Law stipulates that if an arbitration committee selects an arbitrator, it should select a fair and independent arbitrator on the basis of the requirements of the parties concerned or the arbitrator's qualifications as stipulated in this law. Similarly, Article 11 (4) and (5) of the Russian Commercial Arbitration Law prescribes that President of the Chamber of Commerce and Industry of the Russian Federation should ensure the qualification of arbitrators and the appointment of independent and fair arbitrators, and Article 33 of the Chinese Arbitration Law states that the arbitration commission should give the parties notice, in writing, of the situation of the composition of the arbitral tribunal.

In terms of whether those who are not enlisted on the List (or Panel) of Arbitrators can be arbitrators are defined differently in the arbitration laws and regulations of the three countries. Article 39 of the DPR Korean arbitration regulation defines that only those enlisted on the List of Arbitrators can be appoint as arbitrators[21], while Chinese arbitration regulation the parties concerned have been asked to select arbitrators only for those on the arbitrators' list, whereas in the Chinese arbitration regulations, those who are outside the Panel of Arbitrators can also be appointed as an arbitrator subject to the confirmation by the Chairman of CIETAC.[22] Meanwhile, the Russian ICAC Rules stipulates that the Chamber of Commerce and Industry of the Russian Federation (RF CCI) should approves on a List of Arbitrators to be in effect for a period of five years and the persons outside the List of Arbitrators may serve as arbitrators as well, unless otherwise specified in these Rules.[23]

2.4 Procedures for the exclusion, withdrawal and replacement of arbitrators

In the DPR Korea, Russia and China, to ensure the impartiality of arbitration, the parties concerned can request the exclusion, withdrawal or and replacement of the arbitrators appointed.

The relevant laws and regulations of the DPR Korea, Russia and China concerning the exclusion, withdrawal and replacement of arbitrators are listed as follows:

Table 2.4 Procedures for the exclusion, withdrawal and replacement of arbitrators

State	Arbitration laws and regulations	Provisions	Contents
DPR Korea	**External Economic Arbitration Law**	Article 25 (Procedures for exclusion of arbitrators)	Parties concerned may agree on the procedures for exclusion of an arbitrator. In the absence of agreement by the parties concerned, the party that wishes an arbitrator excluded shall, within 10 working days of learning the reasons for exclusion of an arbitrator provided for in Article 27 of this Law, file with the arbitral tribunal a request to that effect, with the reasons thereof specified.

the appointment shall be made, upon request of a party, by the court or other authority specified in article 6;[…]'.

[21] Article 39 of the Arbitration Regulation of the KITAC reads 'The parties concerned shall appoint arbitrators from the List of Arbitrators or authorize the appointment to the arbitration committee'.

[22] Article 26 (2) of the Arbitration Rules of the CIETAC reads 'Where the parties have agreed to nominate arbitrators from outside CIETAC's Panel of Arbitrators, an arbitrator so nominated by the parties or nominated according to the agreement of the parties may act as arbitrator subject to the confirmation by the Chairman of CIETAC'.

[23] Article 3 of ICAC Rules states that '3. The Chamber of Commerce and Industry of the Russian Federation (RF CCI) shall approve, on representation of the ICAC Presidium, a list of arbitrators (hereinafter referred to as the List of Arbitrators), to be in effect for a period of five years.
4. Persons outside the List of Arbitrators may serve as arbitrators as well, unless otherwise specified in these Rules'.

			Where an arbitrator is not excluded according to the procedures agreed upon by the parties concerned or specified in the foregoing paragraph, a requesting party may again file a request with the arbitration committee within 10 working days of receiving the notice of the arbitral tribunal of rejection of the request. Parties concerned shall not lodge complaints against the decision of the arbitration committee concerning the request for exclusion of an arbitrator. An arbitrator can deal with the case in question even during the period when a request has been submitted for the exclusion of himself.
		Article 27 (Reasons for exclusion of arbitrator)	An arbitrator shall, from the time of his appointment as an arbitrator to the time of completion of settlement of a case in question, disclose to the arbitration committee and the parties concerned any matter that may give rise to doubt as to his impartiality and independence. An arbitrator who (1) is a relative of a party or his or her agent; (2) has taken part in the previous arbitration case as an examiner or an agent; (3) has accepted a bribe in connection with the case in question; (4) lacks qualifications fixed by this law or agreed upon by the parties cannot be an arbitrator of a given arbitral case.
		Article 30 (Procedures for re-appointing arbitrator)	Where an arbitrator is excluded, withdrawn or replaced, another arbitrator shall be appointed following the same procedures that applied to the former.
Russia	**International Commercial Arbitration Law**	Article 12 Grounds for Challenging Arbitrator	1. When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose any circumstances which may give rise to justifiable doubts as to his impartiality or independence. An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties, unless they have already been informed of them by him. 2. An arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, or if he does not possess qualifications required by the agreement of the parties. A party may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

		Article 13 Challenge Procedure	1. The parties are free to agree on a procedure for challenging an arbitrator, subject to the provisions of paragraph 3 of this Article. 2. Failing such agreement, a party who intends to challenge an arbitrator shall, within 15 days after becoming aware of the constitution of the arbitral tribunal or after becoming aware of any circumstances referred to in Article 12(2), communicate the reasons for the challenge in writing to the arbitral tribunal. Unless the challenged arbitrator withdraws from his office or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge. 3. If a challenge under any procedure agreed upon by the parties or under the procedure of paragraph 2 of this Article is not successful, the challenging party may request, within 30 days after having received notice of the decision rejecting the challenge, the authority specified in Article 6(1) to decide on the challenge, which decision shall be subject to no appeal. While such a request is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an award.
		Article 14 Termination of Authority (Mandate) of Arbitrator	1. If an arbitrator becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay, his authority (mandate) terminates if he withdraws from his office or if the parties agree on the termination. Otherwise, if a controversy remains concerning any of these grounds, any party may request the authority specified in Article 6(1) to decide on the termination of the mandate, which decision shall be subject to no appeal. 2. If, under this Article or Article 13(2), an arbitrator withdraws from his office or a party agrees to the termination of the mandate of an arbitrator, this does not imply acceptance of the validity of any ground referred to in this Article or Article 12(2).
		Article 15 Replacement of Arbitrator	Where the mandate of an arbitrator terminates under Article 13 or 14 or because of his withdrawal from office for any other reason or because of the revocation of his mandate by agreement of the parties or in any other case of termination of his mandate, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being

			replaced.
China	**Arbitration Law**	Article 34	In any of the following circumstances, an arbitrator must withdraw from the arbitration, and the parties shall have the right to apply for his withdrawal if he: 1. is a party or a close relative of a party or of a party's representative; 2. is related in the case; 3. has some other relationship with a party to the case or with a party's agent which might affect the impartiality of the arbitration; 4. meets a party or his agent in private, accepts an invitation for dinner by a party or his representative or accepts gifts presented by any of them.
		Article 35	A party applying for the withdrawal of an arbitrator shall state his reasons and submit the application prior to the first hearing. An application for withdrawal may also be submitted before the conclusion of the last hearing if reasons for the withdrawal only became known after the commencement of the first hearing.
		Article 36	Whether an arbitrator is to be withdrawn or not shall be determined by the chairman of the arbitration commission. If the chairman is serving as an arbitrator, the withdrawal shall be determined collectively by the arbitration commission.
		Article 37	If an arbitrator is unable to perform his duties due to withdrawal or any other reason, another arbitrator shall be selected or appointed in accordance with the provisions of this Law. After the selection or appointment of a new arbitrator due to the withdrawal of an arbitrator, the parties may apply for the resumption of the arbitration procedure. The arbitral tribunal shall determine whether the resumption of the procedure may be allowed. The arbitral tribunal may determine on its own whether the arbitration procedure shall be resumed.

As can be seen from the table, the relevant arbitration laws of the DPR Korea, Russia and China comprehensively regulate the grounds and procedures for the exclusion, withdrawal, or replacement of arbitrators in several articles. According to the relevant arbitration laws of the DPR Korea, Russia and China, the exclusion, withdrawal or replacement of arbitrators are often sought when arbitrators' impartiality and independence are in doubt. But unlike Russian arbitration law, the DPR Korean and Chinese arbitration laws expressly states the grounds for exclusion or withdrawal of arbitrators in a separate article.

One of the characteristics of the DPRK Law on External Economic Arbitration amended and supplemented in 2024 is that the period of filing applications for exclusion of arbitrators, which was defined as ten 'days' in the past, is amended to be ten 'working days' in the updated version.

Meanwhile, relevant arbitration regulations of the DPR Korea, Russia and China reiterate yet elaborate on the contents relating to the procedures for exclusion, withdrawal or replacement of arbitrators.[24]

3. Arbitral Proceedings

The third phase of the international commercial arbitration procedure is the arbitration hearing. In this part of the paper, only the essential articles are compared as the provisions on arbitral hearing of each country are complex.

The relevant laws and regulations of the DPRK, Russia and China concerning the detailed procedures and methods for arbitral hearing are listed as follows:

Table 3. Arbitral proceedings

State	Laws and Regulations	Articles	Contents
DPR Korea	**External Economic Arbitration Law**	Article 41 (Expert witness, witness)	Unless otherwise agreed by the parties concerned, the arbitral tribunal shall designate an expert witness and provide him with necessary information or ask the parties concerned to present to him necessary documents and articles. An expert witness and witnesses may be allowed to participate in the proceedings and make responses upon request by one of the parties or in case the arbitral tribunal deems it necessary.
		Article 44 (Manner of proceedings)	The arbitral tribunal shall determine whether the proceedings are to be conducted orally or by means of document. If it is determined that the arbitral hearing is held by means of document, the parties concerned shall be given notice of the date by which the evidentiary documents are to be filed.
		Article 45 (Dealing with defaults of party concerned)	Where a claimant fails to submit a statement of claim without any justifiable reasons, the handling of the case concerned shall be suspended; where a defendant fails to submit a statement of response without any good reasons the case shall not be discontinued. In the case of the foregoing failure by a defendant to submit a statement of response shall not be considered as his acceptance of the statement of the claimant. Failure of either of the claimant or the defendant to participate in the proceedings or submit documentary evidence without any valid cause shall not prevent the arbitral tribunal from conducting the hearing of the case and rendering an award on the basis of presented evidence. The preceding paragraph shall not apply in case the parties have agreed otherwise or the arbitral tribunal deems there is justifiable reason.
Russia	**International Commercial Arbitration Law**	Article 24. Hearings and written proceedings	1. Subject to any contrary agreement by the parties, the arbitral tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials. However, unless the parties have agreed that no hearings shall be held, the arbitral tribunal shall hold such hearings at an appropriate stage of

[24] Articles 43-47 of the Arbitration Regulation of the KITAC; Articles 18 and 19 of the ICAC Rules of the Russian Federation; Articles 32 and 33 of the Arbitration Regulation of the CIETAC.

			the proceedings, if so requested by a party. 2. The parties shall be given sufficient advance notice of any hearing and of any meeting of the arbitral tribunal for the purposes of inspection of goods, other property or documents. 3. All statements, documents or other information supplied to the arbitral tribunal by one party shall be communicated to the other party. Also any expert report or document of evidentiary value on which the arbitral tribunal may rely in making its decision shall be communicated to the parties.
		Article 25. Default of a party	Unless otherwise agreed by the parties, if, without showing sufficient cause, the claimant fails to communicate his statement of claim in accordance with article 23(1), the arbitral tribunal shall terminate the proceedings; the respondent fails to communicate his statement of defence in accordance with article 23(1), the arbitral tribunal shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegations; any party fails to appear at a hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the award on the evidence before it.
		Article 26. Expert appointed by arbitral tribunal	1. Unless otherwise agreed by the parties, the arbitral tribunal may appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal; require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for his inspection. 2. Unless otherwise agreed by the parties, if a party so requests or if the arbitral tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing where the parties have the opportunity to put questions to him and to present expert witnesses in order to testify on the points at issue.
China	**Arbitration Law**	Article 39	An arbitral tribunal shall hold a tribunal session to hear an arbitration case. If the parties agree not to hold a hearing, the arbitral tribunal may render an award in accordance with the arbitration application, the defense statement and other documents.
		Article 40	An arbitration shall not be conducted in public. If the parties agree to a public hearing, the arbitration may proceed in public, except those concerning state secrets.
		Article 41	The arbitration commission shall notify the two parties within the time limit provided by the Arbitration Rules of the date of the hearing. Either party may request to postpone the hearing within the time limit provided by the Arbitration Rules if there is a genuine reason. The arbitral tribunal shall decide whether to postpone the hearing.
		Article 42	If an applicant for arbitration who has been given a notice in writing fails to appear before the tribunal without good reasons, or leaves the tribunal room during a hearing without the permission of the arbitral tribunal, the applicant shall be deemed as

			having withdrawn his application. If the respondent was served with a notice in writing but does not appear before the tribunal without due reasons or leaves the tribunal room during a hearing without the permission of the arbitral tribunal, an award by default may be given.
		Article 43	The parties shall produce evidence in support of their claims. An arbitral tribunal may collect on its own evidence it considers necessary.
		Article 44	For specialized matters, an arbitral tribunal may submit them to an appraisal organ agreed upon by the parties or to the appraisal organ appointed by the arbitral tribunal if it deems such appraisal to be necessary. According to the claim of the parties or the request of the arbitral tribunal, the appraisal organ shall appoint an appraiser to participate in the hearing. Upon the permission of the arbitral tribunal, the parties may question the appraiser.
		Article 45	Any evidence shall be produced at the start of the hearing. The parties may challenge the validity of such evidence.
		Article 46	In the event that the evidence might be destroyed or that it would be difficult to obtain the evidence later on, the parties may apply for the evidence to be preserved. If the parties apply for such preservation, the arbitration commission shall submit the application to the basic people's court in the place where the evidence is located.
		Article 47	The parties have the right to argue during arbitration procedures. At the end of the debate, the presiding arbitrator or the sole arbitrator shall ask for the final opinion of the parties.
		Article 48	An arbitral tribunal shall make a written record of the hearing. If the parties or other participants to the arbitration consider that the record has omitted a part of their statement or is incorrect in some other respect, they shall have the right to request correction thereof. If no correction is made, the request for correction shall be noted in the written record. The arbitrators, recorder, parties and other participants to an arbitration shall sign or affix their seals to the record.

In connection with the procedures an arbitral proceedings, the DPRK External Economic Arbitration Law and the Russian International Commercial Arbitration Law, which are respectively the arbitration laws of the DPR Korea and Russia, provide in a rather general way, with detailed rules defined in the relevant arbitration regulations of these countries, while Chinese arbitration laws and regulations have similar provisions governing arbitral hearings.

As shown in the table, arbitral proceedings in the DPR Korea, Russia and China are all conducted in either oral or written form with a main emphasis on oral hearing.

However, subtle differences do exist in the specific manner of arbitral proceedings in each country. Reflecting the requirements of Article 24 of the UNICITRAL Model Law[25], Russian arbitration law

[25] Article 24 of the UNICITRAL Model Law reads that; "(1) Subject to any contrary agreement by the parties, the arbitral tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials. However, unless the parties have agreed that no hearings shall be held, the arbitral tribunal shall hold such hearings at an appropriate stage of the proceedings, if so requested by a party."

provides that subject to any contrary agreement by the parties, the arbitral tribunal must decide whether the proceedings are to be conducted orally or by means of document, and unless the parties have agreed that no hearings are to be held, the arbitral tribunal must hold such hearings at an appropriate stage of the proceedings. On the other hand, the DPRK arbitration law defines that if it is determined that the arbitral hearing is held by means of document, the parties concerned should be given notice of the date by which the evidentiary documents are to be filed. Meanwhile, Chinese arbitration law attaches priority to oral hearings by articulating in Article 39 that "an arbitral tribunal shall hold a tribunal session to hear an arbitration case".

With respect to the default of a party, the arbitration laws and regulations of the DPR Korea, Russia and China have certain similarities and differences. The arbitration laws of the DPR Korea and Russia and China define similarly that where a respondent fails to submit a statement of response without any good reasons the case is to be continued.

However, failure of the parties to participate in the arbitration proceedings are defined differently in the arbitration laws of these countries. The arbitration laws of the DPR Korea and Russia, in conformity with the requirements of Article 25 of the UNICITRAL Model Law[26], prescribe that failure of either of the claimant or the defendant to participate in the proceedings or submit documentary evidence without any justifiable reasons does not prevent the arbitral tribunal from conducting the hearing of the case and rendering an award on the basis of presented evidence. Unlike this, Chinese arbitration law differentiates the failure to appear before the arbitral tribunal of the claimants and respondents. According to Article 42 of the Chinese arbitration law, if a claimant fails to appear before the tribunal without good reasons, or leaves the tribunal room during a hearing, the claimant is to be deemed as having withdrawn his or her application, but If the respondent fails to appear before the tribunal without due reasons or leaves the tribunal room during a hearing, an award by default may be given. Such provisions of Chinese arbitration law are somewhat distinctive from the relevant provisions of the Model Law aiming at avoiding the withdrawal of application for arbitration wherever practicable.

4. Arbitral Award

The final stage of international commercial arbitration procedure is the rendering of an arbitral award. As the provisions of each country's law and regulations regarding arbitral award are very detailed, this part of the paper focuses on comparing only the most significant articles in the relevant arbitration laws and regulations.

The relevant legal provisions of the DPR Korea, Russia and China regarding an arbitral award are as follows:

Table 4. Arbitral Award

State	Laws and Regulations	Articles	Contents
DPR Korea	**External Economic Arbitration Law**	Article 52 (Manner of making decision at arbitral tribunal)	The arbitral tribunal composed of three arbitrators shall make a decision by a majority vote. If the tribunal fails to make a decision by a majority vote, the chief arbitrator shall make a decision.
		Article 56 (Manner of preparing an award)	An award shall be prepared in writing. An award shall bear the signature of an arbitrator and an official seal of the Arbitration Committee. In case the arbitral tribunal is composed of three arbitrators, the signatures of either the majority of arbitrators or the chief arbitrator shall be

[26] Article 25 of the UNICITRAL Model Law reads that; "Unless otherwise agreed by the parties, if, without showing sufficient cause, *(c)* any party fails to appear at a hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the award on the evidence before it."

			affixed thereto; in case the arbitral tribunal is composed of a single arbitrator, his or her signature shall be affixed thereto.
		Article 57 (Contents of an award)	An award shall contain the reasons for rendering such award, the law applied in rendering an arbitral award, date of its preparation and the venue of arbitration. An award shall be deemed to have been rendered on the date and at the venue specified therein.
		Article 58 (Dispatching of award)	Where an award is rendered, the arbitration committee shall either dispatch or give it directly to the parties concerned.
	Arbitration Regulation	Article 67	An arbitral award shall be rendered within 30 days from the date when the final arbitral proceeding is over. The arbitration committee may extend the period of rendering an arbitral award as requested by an arbitral tribunal.
		Article 73	An arbitral award shall come into effect on the date it is given. An arbitral award is fin al and obligatory for the parties concerned.
Russia	**International Commercial Arbitration Law**	Article 29. Decision making by panel of arbitrators	In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal shall be made, unless otherwise agreed by the parties, by a majority of arbitrators. However, questions of procedure may be decided by a presiding arbitrator, if so authorized by the parties or all the other arbitrators.
		Article 31. Form and contents of award	1. The award shall be made in writing and shall be signed by the sole arbitrator or arbitrators. In arbitral proceedings with a panel of arbitrators, the signatures of the majority of members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated. 2. The award shall state the reasons upon which it is based, conclusions on granting or dismissing the claims, the amount of arbitration fee and costs of the case, their allocation between the parties 3. The award shall state its date and the place of arbitration as determined in accordance with article 20(1). The award shall be deemed to have been made at that place. 4. After the award is made, its original signed by the arbitrators in accordance with clause 1 of this article shall be delivered to each party.
	ICAC Rules	Article 24. Duration of the Proceedings in a Case	The ICAC shall take measures to secure completion of the arbitral proceedings in a case within 180 days after the date of composition of the arbitral tribunal. If necessary, the ICAC Presidium may, at the request of the arbitral tribunal or in its discretion, extend this period.
China	**Arbitration Law**	Article 53	Article 53 An award shall be based on the opinion of the majority of arbitrators. The opinion of the minority arbitrators shall be recorded in writing. If an opinion of the minority

			arbitrators shall be recorded in writing. If the tribunal fails to form a majority opinion, the award shall be given in accordance with the opinion of the presiding arbitrator.
		Article 54	The arbitration claims, the matters in dispute, the grounds upon which an award is given, the results of the judgment, the responsibility for the arbitration fees and the date of the award shall be set forth in the award. If the parties agree not to include in the award the matters in dispute and the grounds on which the award is based, such matters may not be stated in the award. The award shall be signed by the arbitrators and sealed by the arbitration commission. The arbitrator who disagrees with the award may select to sign or not to sign it.
		Article 57	An award shall be legally effective on the date it is given.
	Arbitration Regulation	Article 48 Time Period for Rendering Award	1. The arbitral tribunal shall render an arbitral award within six (6) months from the date on which the arbitral tribunal is formed. 2. Upon the request of the arbitral tribunal, the President of the Arbitration Court may extend the time period if he/she considers it truly necessary and the reasons for the extension truly justified. 3. Any suspension period shall be excluded when calculating the time period in the preceding Paragraph 1.

As can be seen from the table, the arbitration laws and rules of the DPR Korea, Russia and China regarding an arbitral award have some similarities, but they also have certain distinctive characters.

According to the arbitration laws and regulations of the DPR Korea, Russia and China, an arbitral tribunal composed of three arbitrators should make a decision by a majority vote, but the details are somewhat different.

The DPR Korea External Economic Arbitration Law and the Chinese Arbitration Law make it possible to make a decision by a majority vote, but in case the majority opinion is not formed, it is decided by a chief arbitrator. This appears to reflect Article 29 of UNICITRAL Model Law,[27] but in fact there is a slight difference. According to Article 29 of the UNICTRAL Model Law, questions of procedure may be decided by a presiding arbitrator, if so authorized by the parties or all members of the arbitral tribunal. This indicates therefore that a presiding arbitrator may decide not only questions of procedures but also substantial ones.

Article 29 of the Russian International Commercial Arbitration Law reiterates the contents of Article 29 of the UNICTRAL Model Law as it is, thus confining the decision power of the presiding arbitrator to procedural questions. This shows that the DPR Korean arbitration law and Chinese arbitration law endows a greater power of decision with a presiding arbitrator than the Russian arbitration law.

As for the time period for rendering an arbitral award, the relevant regulations of the arbitration law of the DPR Korea, Russia and China vary slightly. While the DPR Korean arbitration law requires an arbitral award to be rendered within 30 days from the date when the final arbitral proceeding is over, the Chinese arbitration law requires the arbitral tribunal to render an arbitral award within six (6)

[27] Article 29 of the UNICTRAL Model Law (Decision-making by a panel of arbitrators) states that "In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal shall be made, unless otherwise agreed by the parties, by a majority of all its members. However, questions of procedure may be decided by a presiding arbitrator, if so authorized by the parties or all members of the arbitral tribunal".

months from the date on which the arbitral tribunal is formed. Russian ICAC Rules provides similar period of rendering an award by stating that the arbitral proceedings should be completed within 180 days after the date of composition of the arbitral tribunal.

With regard to the effect of an arbitral award, the DPR Korean arbitration regulations and the Chinese arbitration law stipulate that an arbitral award will be effective from the date of rendering the award, whereas the Russian arbitration law and regulations are silent on it.

In addition, provisions of arbitration laws and regulations of the DPR Korea, Russia and China regarding the amendment and supplementation of an award and the interpretation of an award, partial awards, examination of the draft of an award, and the required statements of an award seem to have more similarities than differences.

CONCLUSIONS

In conclusion, the arbitration laws and regulations of the DPR Korea, Russia and China on the procedures of international commercial arbitration share much in common, but in some places there are also not a few distinctive points. In particular, in China, summary arbitral procedures are defined in Chapter 4 of Arbitration Regulations, but arbitration laws of the DPR Korea and Russia have no provisions thereof.

It cannot, of course, be said that the national arbitration laws in each country have no room for improvement, and they are still changing and developing.

The DPR Korean Law on External Economic Arbitration, amended and supplemented in 2020, contained certain gaps in relation to arbitration procedures. For example, when no agreement can be reached between the parties or arbitration members regarding an arbitral award, especially if the majority view is not formed due to the divergence of all three arbitrators' opinions, the question of how to make a decision was not stated. To address such issues, the amendment of 15 September 2024 filled several gaps. The Russian International Commercial Arbitration Law or the ICAC Rules do not explicitly specify the period of arbitration, including the date on which an award comes into force, or the provisions concerning arbitrators. The Chinese arbitration law and regulations prioritize oral hearing in relation to arbitral hearing and allow written proceedings only if the parties agree not to conduct oral hearing, thus weakening the parties' choice to some extent in the determination of the mode of arbitral proceedings.

Of course, the existence of some gaps or uncertainty in the relevant laws and regulations of the DPR Korea, Russia and China in connection with international commercial arbitration procedures can be mainly contributed to different approaches and specific circumstances of each country in regard to international commercial arbitration.

The rapidly changing practice of international commercial relations between the DPR Korea and Russia and China requires each country to supplement or complete rules of law on arbitration or interpret them clearly.

REFERENCES

[1] Annie X Li, *Challenges and Opportunities of Chinese International Arbitral Institutions and Courts in a New Era of Cross-border Dispute Resolution*, 38 (2) Boston University International Law Journal 358 (2020).

[2] Commercial Arbitration in Russia (Historical), available at http://mkas.tpprf.ru/en/lawstatus/historical background.

[3] Falk Tischendorf, Alexander Bezborov, Gerd Lenga and Natalia Bogdanova, *Arbitration in Russia* 7 (Beiten Burkhardt, 2020) available at www.beitenburkhardt.com.

[4] Ge Liu and Alexander Lourie, *International Commercial Arbitration in China: History, New Developments, and Current Practice* 28 (3) Journal of Marshall Law Review 540 (1995).

[5] J, Wukkuan Rowley, *Arbitration World* 235 (European Lawyer, 3rd Ed., 2010).

[6] Nigel Blackby and Constantine Partasides, *Redfern and Hunter on International Arbitration* 363 (Oxford: Oxford University Press, 2014).

[7] Vladimir Orlov and Vladimir Yarkov. *New Russian Arbitration Law 3*(4) Athens Journal of Law 257-280, 258 (2017).

[8] 김성호 등, 《법학전서(국제경제법부문)》[Song Ho Kim, *Compendium of Laws: Economic International Law*] 327 (Pyongyang, Science Encyclopedia Publishing House, 2014).

[9] 김운남, 《조선민주주의인민공화국의 대외중재제도의 특징》 [Kim Un Nam, *Characteristics of External Arbitration Regime of the DPR Korea*] 65(1) **Kim Il Sung** University Law Journal 46 (2019).