COMPARATIVE INSIGHT INTO INTERNATIONAL COMMERCIAL ARBITRATION LAW RULES REGARDING EXECUTION OF ARBITRAL AWARDS OF THE DPR KOREA, RUSSIA AND CHINA

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Abstract - *Economic and trade relations, and civil and commercial relations between Russia and the DPR Korea, which used to be carried out in a very limited regional area, including Rason of the DPR Korea and Vladivostok of Russia, is developing in a diversified way, the demand for which is increasing day by day. Civil and commercial relations that have been traditionally carried out between the DPR Korea and China is also expanding and developing to a higher level to achieve mutual economic development. Such international commercial relations between legal and natural persons of these three countries inevitably entail disputes, most of which are settled by arbitration procedures. Certain discrepancies between the legal provisions on international commercial arbitration of these three countries constitute obstacles in the execution of arbitral awards, which, in turn, impedes, to a certain extent, the realization of the rights and interests of the parties engaged in international commercial relations. The present paper aims at providing the legal and natural persons of the DPR Korea, Russia and China with a clear understanding of the contents of the international commercial arbitration law rules of the three countries regarding the execution of arbitral awards in order to make sure arbitral awards are properly enforced in their interest, thus ensuring the stability of economic transactions between the three neighboring states and facilitating the interests of the relevant parties. The paper offers an overview of the provisions of several international legal instruments, including international treaties generally recognized by the international community, on the basis of which the provisions of the international commercial arbitration law of the three countries regarding the execution of arbitral awards are compared and analyzed.*

Keywords*: setting aside of an award, recognition of an award, enforcement of an award, DPRK External Economic Arbitration Law, International Commercial Arbitration Law of the Russian Federation, Arbitration Law of the Republic of China, UNCITRAL Model Law on International Commercial Arbitration, United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards*

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INTRODUCTION

In arbitration there is almost always a "winner" and a "loser". The successful party in an international commercial arbitration expects the award to be performed without delay. In contrast, some losers, dissatisfied with the result, seek more favorable result by applying for setting aside of the award rendered. Even winners may be dissatisfied with an award, considering that there were other claims too which should have succeeded, and require the amendment or setting aside of an arbitral award.

Arbitration is distinctive from other means of dispute resolution such as civil litigation in that arbitral awards are voluntarily carried out by the parties. This is because it is an implied term of every arbitration agreement that the parties will carry it out[1]. Therefore, it is natural that parties to arbitration are subject to arbitral awards whether they are winners or losers. In particular, the losing party may simply carry out the award voluntarily in accordance with its undertaking to do so however unwelcome this may prove to be.

Such statistics as are available suggest that most arbitral awards are in fact carried out voluntarily, that is to say, without the need for enforcement proceedings in national courts[2].The available statistics suggest that voluntary compliance with international arbitral awards is in the region of 90%[3].

As already stated, the vast majority of awards are carried out voluntarily, but the same is not the case in some cases. If the losing party fails to carry out an award, the winning party needs to take steps to enforce

[1] See Mustill and Boyd, *Commercial Arbitration* (2nd edn, Butterworths, 1989), 47; Expert report of Dr Lew, *EssolBHP v Plowman* (1995) 11 Arb Intl 282,283.

[2] See the study by the School of International Arbitration and Queen Mary, University of London (sponsored by PricewaterhouseCoopers LLP), entitled 'International Arbitration: Corporate attitudes and practices 2008', pp 8 and 10 which suggests that only in 11% of cases did participants need to proceed to enforce an award and, in those cases, in under 20% did enforcing parties encounter difficulties in enforcement.

[3] :J. William Rowley QC, "Arbitration World"3rd Ed. 2010, European Lawyer, p.11:See Has van Houtte, The Law of International Trade (1995), Sweet & Maxwell, p.413.

performance of it.

In practice, if an arbitral award is voluntarily executed by a loser, two steps may be taken. The first is to exert some form of pressure, commercial or otherwise, in order to show the losing party that it is in its interests to execute the award. The second is to invoke the powers of the State, exercised through its national courts, in order to obtain a hold on the losing party's assets or in some other way to compel execution of the award.

The first alternative by which a successful party exerts commercial pressure on a party who fails or refuses to execute an award is non-legal method and this can be used when there is a continuing civil or commercial relationship between the parties. For example, if a continuing trade relationship exists between the parties, it may well be in the interests of the loser to execute the award, since a failure to do so may entail the loss of further profitable business. But this method is less effective when a loser denies the execution of an award with the intention to quit trade transactions with the winner.

This is why most winners employ the second method, i.e., requesting a court to enforce of an award according to legal procedures. This does not mean that only winners have the right to request for the enforcement of arbitral awards. Losers can also require the court to set aside an award or reject the request of a winner for enforcement.

If, in the first place, arbitral awards are voluntarily executed by the relevant parties, enforcement of awards would be of no controversy.

But, if there exists certain fault on the part of an arbitral tribunal with regard to an award, a court may set aside the award according to the request of the parties, or reject the recognition or enforcement of an award at its own will or according to the loser's request. Fault of an arbitral tribunal may include excess jurisdiction, lack of due process, breach of public policy or suspicion of bribery etc. If an award is set aside or its enforcement is rejected, the winner then faces the prospect of being obliged to start or face fresh proceedings, which would involve either a new arbitration or a court action[4].

What is of particular importance in the execution of an award in international commercial arbitration is how to settle the problem of setting-aside or enforcement of awards in case the state where an award is made is not the same as the state where that award is to be enforced. This problem is all the more complicated since national laws of each country regarding the execution of an international commercial arbitration award are different. In this light, the international community have adopted and enforced international legal instruments including treaties for the purpose of harmonizing, to the extent possible, the international commercial arbitration rules of each country.

Typical international legal instruments dealing with the execution of international arbitration awards include the UNCITRAL Model Law on International Commercial Arbitration, the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) and the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (Washington Convention) etc.

[4] Nigel Blackby and Constantine Partasides, *Redfern and Hunter on International Arbitration* 622 (Oxfo rd: Oxford University Press, 2009).

The UNCITRAL Model Law has provisions on the setting-aside or enforcement of arbitral awards through Article 34 Application for setting aside as exclusive recourse against arbitral award of Chapter VII Recourse against Award and Article 35 Recognition and enforcement and Article 36 Grounds for refusing recognition or enforcement of Chapter VIII Recognition and Enforcement of Awards.

Article 34 (2) provides two circumstances where an arbitral award may be set aside by the court: if the party making the application furnishes certain proof and if the court finds certain facts. According to Article 34 (2) (a), an arbitral award may be set aside if the party making the application proves that a party to the arbitration was under some incapacity, or the said agreement is not valid; the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings; the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration, or the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties. According to Article 34 (2) (b), arbitration can be set aside if the court finds that the subject-matter of the dispute is not capable of settlement by arbitration under the law of the state concerned, the award is in conflict with the public policy of the state concerned.

On the other hand, Article 34(3) of the Model Law provides that an application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the award.

Article 34 is limited to action before an organ of the judicial system of a state. However, a party is not precluded from appealing to an arbitral tribunal of second instance if the parties have agreed on such a possibility as is common in certain commodity trades[5].

Article 35 of the Model law specifies that an arbitral award must be recognized as binding and enforced irrespective of the country in which it was made.

On the other hand, the grounds for refusing recognition or enforcement specified in

Although the grounds for setting aside as set out in article 34 (2) are almost identical to those for refusing recognition or enforcement as set out in article 36 (1), a practical difference should be noted. An application for setting aside under article 34 (2) may only be made to a court in the state where the award was rendered whereas an application for recognition and enforcement of an award might be made in a court in any state[6].

In general, recognition and enforcement are concerned with giving effect to the award, either in the state in which it was made or in some other state or states.

The contracting states of the New York Convention adopted on 10 June 1958, specifically governing the recognition and enforcement of internatioal arbitral awards, undertake to recognise and enforce arbitral awards made in the territory of another state. This Convention provides for minimum formalities for obtaining the recognition and enforcement of awards, which are not more onerous than those for a domestic award[7].

[5] United Nations, *UNICITRAL Model Law on International Commercial Arbitration* 35 (UN No.E.08.V.4 , 2008).

[6] United Nations, *UNICITRAL Model Law on International Commercial Arbitration* 36 (UN No.E.08.V.4 , 2008).

[7] J. William Rowley QC, “Arbitration World”3rd Ed. 2010, European Lawyer, p.11.

The New York Convention, which is applicable to the recognition and enforcement of awards rendered within the territory of the state other than the state where the recognition and enforcement of an award is applied, has 16 articles and the provisions on the execution of awards are specified in Articles 3 to 5.

Article 3 of the Conventions obliges each Contracting State to recognize arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon, under the conditions laid down in the following articles. Article 4 provides for the documents that the party applying for recognition and enforcement should, at the time of the application, supply. And Article 5 specifies five grounds for refusing application for recognition and enforcement of awards; if the party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; if the award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced; if the composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or if an award has not come ito force or if the award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.

In comparison, the grounds for refusing the recognition and enforcement of foreign arbitral awards in the New York Convention are nearly identical to those mentioned in Article 36 (1) of the UNICITRAL Model Law. This is because the UNICTRAL Model Law modeled the recognition and enforcement rules on the relevant provisions of the New York Convention based on the observation that the place of arbitration is often chosen for reasons of convenience of the parties and the dispute may have little or no connection with the State where the arbitration legally takes place and consequently, the recognition and enforcement of "international" awards, whether "foreign" or "domestic", should be governed by the same provisions[8].

According to the New York Convention, no review of the merits of the award itself is permitted and the burden of proof falls on the party opposing enforcement, not the party seeking it[9].

The Chinese government ratified the New York Convention on 2 December 1986[10], submitted its application to join the New York Convention on 22 January 1987[11] and is a signatory to the New York Convention (signed

[8] United Nations, *UNICITRAL Model Law on International Commercial Arbitration* 36 (UN No.E.08.V.4 , 2008).

[9] J. William Rowley QC, "Arbitration World"3rd Ed. 2010, European Lawyer, p.11.

[10] J. William Rowley QC, "Arbitration World"3rd Ed. 2010, European Lawyer, p.236.

[11] Ge Liu, Alexander Lourie, "International Commercial Arbitration in China: History, New Developments, and Current Practice, 28 J. Marshall L. Rev. 539 (1995)", Volume 28, Issue 3, p.547.

on April 22, 1987)[12]. Russia became a party to the New York Convention in 1960[13]. Both states made a reservation (which is still in force) that reciprocity shall apply to non-parties to the Convention.) However, the DPR Korea has not acceded to this Convention yet, and the possibility of accession is now just under consideration by some scholars.

The New York Convention is not the only instrument relevant to enforcement of international commercial arbitral awards. Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (Washington Convention) adopted on 18 March 1965 also deals with the recognition and enforcement of international commercial arbitral awards. In this Convention, the recognition and enforcement of awards and setting aside of awards are provided in Article 52 of Section 5. Interpretation, Revision and Annulment of the Award and Articles 53 and 54 of Section 6. Recognition and Enforcement of the Award.

According to Article 52 (1) of the Convention, parties may request annulment of the award on the grounds that the tribunal was not properly constituted, the tribunal has manifestly exceeded its powers, there was corruption on the part of a member of the Tribunal, there has been a serious departure from a fundamental rule of procedure, or that the award has failed to state the reasons on which it is based. According to paragraph 2 of this article the application must be made within 120 days after the date on which the award was rendered.

Paragraph 1 of Article 54 of the Convention provides that states must recognize an ICSID award as though it were a final judgment of the state's own courts, paragraph 2 provides that a party seeking recognition or enforcement in the territories of a Contracting State should furnish to a competent court a copy of the award, and paragraph 3 states that execution of the award should be governed by the laws concerning the execution of judgments in force in the State in whose territories such execution is sought. China accede to this Convention on 6 February 1993[14] and Russia is a signatory to the Washington (ICSID) Convention from 16 June 1992[15].

As the foregoing indicates, international legal instruments defines the execution of international commercial arbitral awards as a means of providing for the grounds for setting aside arbitral awards, and the same is the case in the national laws of the majority of states.

International commercial arbitration laws of nearly all states in the world endows courts with the power to refuse the application for the setting aside or recognition and enforcement of an arbitral award and defines the grounds for the rejection. Such grounds vary from country to country but they are, in most part, similar.

However, whether it is setting aside or the recognition and enforcement, courts do not have the right to examine the merits of an award, which is generally recognized in most countries.

The following grounds for setting aside or those for refusing enforcement of an award specified in the international commercial arbitration laws of each country are nearly identical.

The first one is the lack of a valid arbitration agreement. The provisions regarding the validity of arbitration

[12] Tanya Kozak, International Commercial Arbitration/Mediation at CIETAC (China International Economic and Trade Arbitration Commission), 1998, p. 4.

[13] *Evgeny Raschevsky et al, "Commercial Arbitration Russia",* p.1.

[14] J. William Rowley QC, "Arbitration World"3rd Ed. 2010, European Lawyer, p.237.

[15] *Evgeny Raschevsky et al, "Commercial Arbitration Russia",* p.1.

agreements defined in the international commercial arbitration laws of each country vary. For example, according to the relevant law of the UK, when the parties state the intention to have recourse to arbitration and the place of arbitration. , the agreement is considered valid. Unlike this, Indonesian law requires parties to conclude an arbitration agreement in writing and to sign the agreement, and, if it is impossible to sign the agreement, requires the arbitration agreement to be concluded in front of witnesses[16].

Courts can set aside an arbitral agreement if they consider it invalid. There are two circumstances where an arbitration agreement becomes null and void. One is when a party to an arbitration agreement lacks capacity under an applicable law. Where a party to an arbitration agreement lacks capacity according to the relevant civil or commercial substantive law, the court can set aside an arbitral award. It should be noted here that when a state is a party to an arbitration agreement, the capacity of the state to enter into arbitration agreement must be recognized. The other circumstance where an arbitration agreement becomes null and void is where the form of an arbitration agreement does not conform to the required legal formalities. If an agreement is not in the form required by law, it is invalid. For example, an arbitration agreement must be in written form. The New York Convention obliges states parties to recognize the validity of an arbitration agreement that is in written form, and arbitration law of the majority of states specifically requires the arbitration agreement to be in written form.

The second ground concerns the violation of arbitration procedures specified in the law. When an arbitral tribunal does not provide a party who applied for the setting aside with an opportunity to select an arbitrator, when a party is not given notice regarding arbitral procedures or when a party was unable to state the factual circumstances of the event for some reason, arbitration procedures are violated. A court can set aside an arbitration award in the aforementioned circumstances, but it is conditioned on the applicant submitting evidences that prove such facts.

The fundamental to international commercial arbitration procedures is to give the parties to an arbitration agreement an opportunity to fully express their opinions. Therefore, if it is manifested by the party applying for setting aside that an arbitral tribunal fail to follow the procedures of arbitration hearing, the court can set aside the award. However, if the party who applied for the setting aside failed to select an arbitrator within the specified period of time, to take party in the arbitration hearing or to fully state his or her opinion in oral or written form in spite of the fact that the arbitral tribunal strictly followed the arbitration procedures, the court cannot set aside an arbitral award on the ground of violating formalities.

The third ground is the excession of the scope of the authority of an arbitral tribunal. The jurisdiction of an arbitral tribunal with respect to an arbitral case is confined to the subject matter fixed by the parties in the arbitration agreement, and cannot exceed the scope agreed upon. For example, if the parties agreed that “in the event that a dispute arise with regard to the quality of the goods, it shall be resolved by arbitration by an arbitration court of …”, the arbitral tribunal does not have jurisdiction over other issues than quality. If an arbitral tribunal renders an award covering not only the quality of the goods but also the loss suffered by the purchasers due to the delay of delivery, the court may invoke Article 34 (2) of the Model law to set aside the

[16] 赵秀文, “国际商事仲裁法”, 中国人民大学出版社, 2014 年, 257 页.

part of the award dealing with the latter, if they are separable.

The fourth ground relates to improper composition of an arbitral tribunal. Improper composition of an arbitral tribunal occurs when an arbitrator is appointed unjustifiably when constituting an agreed-upon arbitral tribunal or a single-member arbitral tribunal. For example, when the parties agreed to appoint merchants as memebrs of an arbiral tribunal in their arbitratio nagreement, a lawyer cannot be appointed. If, however, the parties appointed lawyers, not merchants, as arbitrators comprising an arbitral tribunal, the arbitral tribunal is improperly appointed. In this case, the parties may apply for setting aside of an award under the ground of improper composition of an arbitral tribunal. This is specified as the grounds for setting aisde awards in both the the Model Law and the New York Convention.

The fifth ground relates to the conflict of public policy. The recognition and enforcement of an arbitral award may be refused if it is in contrary to the public policy. In this case, the court may set aside the award or refuse the enforcement of the award.

Public policy is a serious issue related to the character and the fundamental principles of the legal system of each country. Since the range of interpreting the concept is too wide, judges have more discretion to interpret and apply. This is why the violation of public policy is rarely invoked as the ground for setting aside arbitral awards. Since it is difficult to manifest clearly that the enforcement of a certain arbitral award gravely violates the public policy of the state concerned, scarcely no arbitral awards have been set aside or refused enforcement for this ground.

Other grounds also exist. In some countries, national arbitration law stipulates that if it is proved that an award is rendered by undue acts such as bribery or deceit, a court may set aside or refuse the enforcement of an award.

One of the problems arising in relation to the execution of an arbitral award is the understanding on the co-relationsip between recognition and enforcement of an award. This is because both phrases “recognition and enforcement” and “recognition or enforcement” are used in the international conventions. For example, Article 5 (2) of the New York Convention reads that “2. Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that (a)…, (b) The recognition or enforcement of the award would be contrary to the public policy of that country”.

Both phrases also appear in other articles of this Convention. What matters here is whether the phrases “recognition and enforcement” and “recognition or enforcement” have the same meaning. In fact, the problem of recognition and enforcement of an arbitral awards arises in relation to national arbitration, but in most cases, it arises with regard to foreign arbitral awards.

The grant of enforcement of an award is preconditioned on the recognition of an award. A court that is prepared to grant enforcement of an award will do so because it recognizes the award as validly make and binding upon the parties to it and, therefore, suitable for enforcement. In this context, the terms recognition and enforcement do run together[17].

[17] Nigel Blackby and Constantine Partasides, *Redfern and Hunter on International Arbitration* 628 (Oxford:

The recognition and enforcement are generally used as inseparable, but in some cases recognition and enforcement can be done separately, which means they are distinguishable.

If an award is rendered with regard to a part of a dispute not the dispute as a whole, only the recognition of the award is required. If an award is rendered against a party, the other party may request for the enforcement of the award to use it as a defence in case the party against whom the award was rendered might bring a new claim. In this case, the award is recognized but not enforced.

In general, the party asking for only the recognition of an award attempts to use it as a defence or other means in the proceedings. To this end, the party requires the court to acknowledge that the award is binding upon parties. In this case, the phrase "recognition or enforcement" is correct.

Another problem concerning the enforcement of a foreign award is which country's court the enforcement of an award is sought. In general, an award is enforced in the country where the property of a loser is located. This is why locating the country where the loser owns property is of primary importance for the winner. If the property is located in a particular state, the winner does not have to select the state where the enforcement of an award is to be sought. But if the property is located in several states, the winner should select the most appropriate country.

Locating the property of a loser is required not only for international commercial arbitration but also for national litigation or national arbitration. In case of national dispute, the property of a loser is normally situated in the country where the litigation or arbitration took place.

As for international commercial arbitration, however, the country that is of no relevance with the property or the parties may be the state of arbitration since the arbitration forum is selected by the free will of the parties. In this case, the enforcement of an award must be sought in the country other than one where an award is made. It follows that the problem of recognition and enforcement of an international commercial arbitration is raised not only in the state where award is made but also internationally.

Thus, legal provisions regarding the execution of international commercial arbitration encompasses the setting aside and the recognition and enforcement of an award.

In this light, the present paper offers a comparative analysis of the execution of arbitral awards specified in the national arbitration laws and regulations of each country, which constitute the main parts of international commercial arbitration law provisions of the DPRK, Russia and China in terms of the above-mentioned aspects, namely the setting aside, and the recognition and enforcement of arbitral awards.

The issues regarding international commercial arbitration, including the execution of arbitral awards are provided in the DPRK External Economic Arbitration Law[18] in the DPR Korea, and International Commercial Arbitration Law of the Russian Federation[19] in Russia.

Oxford University Press, 2009).

[18] Adopted on 21 July 1999, and amended five times until 15 September 2024.

[19] Adopted on 7 July 1993 and amended twice on 3 December 2008 and 29 December 2015. Other relevant law includes Federal Law on Arbitration (Arbitral Proceedings) in the Russian Federation adopted on 15 December 2015.

Unlike this, in China, international commercial arbitration is dealt with in both the Arbitration Law of the Republic of China[20] and the Civil Procedure Law of the Republic of China[21].

Chapter VII. Special Provisions on Foreign-Related Arbitration of the Arbitration Law of the Republic of China specifically deals with international commercial arbitration. Article 65 of this chapter provides that the provisions of this Chapter apply to all arbitration of disputes arising from foreign economic, trade, transportation or maritime matters and in the absence of provisions in this Chapter, other relevant provisions of the Arbitration Law should apply. According to this article, not only the provisions of Chapter VII but also other provisions also apply to international commercial arbitration. On the other hand, Civil Procedure Law of the Republic of China also has provisions regarding international commercial arbitration in Chapter 26 of Part IV Special Provisions on Foreign-Related Civil Procedures.

The provisions regarding the awards of international commercial arbitration can therefore be found in both the Arbitration Law and Civil Procedure Law of China.

1. SETTING ASIDE OF ARBITRAL AWARDS

What is of primary concern regarding compliance with international commercial arbitration awards is the setting aside of an award. Although setting aside of arbitral awards are requested by losers in most cases, winner may also request setting aside of arbitral awards in some cases. The legal issues regarding the setting aside of arbitral awards include the grounds for setting aside, the period of application for setting aside, and the receipt of an application for setting aside etc.

1.1 Grounds for setting aside arbitral awards

The relevant provisions of the DPRK, Russia and China regarding the grounds for setting aside international commercial arbitral awards are shown in the table below.

Grounds for setting aside arbitral wards			
State	**Law**	**Article**	**Content**
DPRK	**DPRK External Economic Arbitration Law**	Article 63 (Request for revocation of an award)	A party may make a request for the revocation of an award to the provincial (municipal) court if he or she has a ground enlisted in Article 64 of this Law. But a party cannot request for the revocation of an award with respect to a set of fact which he or she definitely acknowledged.
		Article 64 (Grounds for presenting request for revocation of	Request for the revocation of an award shall be done only when the party requesting for the revocation furnishes proof that; 1. The arbitration agreement is invalid under the law designated by the parties concerned, or in the absence of such law, under the law of the DPRK;

[20] Adopted on 31 August 1994 and amended twice in 2009 and 2017.

[21] The Law was adopted on 9 April 1991 and amended three times up to 17 June 2017.

		an award)	2. An award is rendered in respect of a dispute that is not the subject of arbitration agreement, or has gone beyond the limit of arbitration agreement; 3. A party concerned was not properly informed of the composition of an arbitral tribunal or arbitration procedures; 4. The composition of an arbitral tribunal or arbitration procedures are contradictory to Chapters 4 and 5 of this Law; 5. The choice of applicable law was not in accordance with this Law; or 6. An award gravely encroached upon the sovereignty, security and social order of the state.
Russia	**International Commercial Arbitration Law**	Article 34. Application for Setting Aside as Exclusive Recourse against Arbitral Award	1. Recourse to a court against an arbitral award may be made only by an application for setting aside in accordance with paragraphs 2 and 3 of this Article. 2. An arbitral award may be set aside by the court specified in Article 6(2) only if: 1) the party making the application for setting aside furnishes proof that: a party to the arbitration agreement referred to in Article 7 was under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the Russian Federation; or he was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or the award was made regarding a dispute not contemplated by or not falling within the terms of the arbitration agreement, or contains decisions on matters beyond the scope of the arbitration agreement, provided that, if the decisions on matters covered by the arbitration agreement can be separated from those which are not covered by such agreement, only that part of the award which contains decisions on matters not covered by the arbitration agreement may be set aside; or the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Law from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Law; or

			2) the court finds that: the subject-matter of the dispute is not capable of settlement by arbitration under the law of the Russian Federation; or the award is contrary to the public policy of the Russian Federation. 3. An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the award and, if a request had been made under Article 33, from the date on which the arbitral tribunal decided on that request. 4. The court, when asked to set aside an award, may, where appropriate and so requested by a party, suspend the setting aside proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitral tribunal's opinion will eliminate the grounds for setting aside. **Article 6(2) referred to in paragraph 2 above specifies the courts with jurisdiction over arbitration.*
China	**Arbitration Law**	Article 70	Whereas the claimant has produced evidences to substantiate one of the cases as provided for in the first paragraph of Article 274 of the Civil Procedure Law, the People's court shall form a collegiate bench to verify the facts and order the cancellation of the award.
	Civil Procedure Law	Article 274 (1)	For an arbitral award made by a foreign-related arbitration organization of the People's Republic of China, where the respondent presents evidence to prove that the arbitral award falls under any of the following circumstances, upon examination and verification by the collegiate formed by the People's Court that the assertion is true, the People's Court shall rule on non-enforcement: (1) The parties concerned have not included an arbitration clause in the contract or reached a written arbitration agreement subsequently; (2) The respondent has not received a notice from the designated arbitrators or notice on arbitration procedure, or the respondent is unable to make representation due to any reason not attributable to the respondent;

			(3) The composition of the arbitral tribunal or the arbitration procedure does not comply with the arbitration rules; or (4) The arbitration matter does not fall under the scope of the arbitration agreement or the arbitration organization has no right to carry out arbitration.

As can be seen in the table above, the provisions regarding the grounds for setting aside arbitral awards of the international commercial arbitration laws are similar but not without dissimilarities.

The grounds for setting aside arbitral awards stipulated in the DPRK External Economic Arbitration Law are distinctive in three aspects.

First, the Law does not allow parties to request setting aside with respect to the fact that they have explicitly acknowledged during arbitration proceedings. This can be seen as in accordance with estoppel in the litigation proceedings of the court after the termination of arbitration proceedings.

The second distinctive character lies in that the Law allows parties to request for setting aside if the law applicable to an award was designated in violation of External Economic Arbitration Law. This seems to aim at ensuring impartiality in rendering arbitral awards.

The third distinctive character is that arbitral awards can be set aside when it is proved that an award "gravely encroached upon the sovereignty, security and social order of the state." This provision expressly enumerated "public order" or "public policy", which is one of the grounds for setting aside arbitral awards for the purpose of restricting arbitrary interpretation of the concept.

In particular, the DPRK External Economic Arbitration Law, unlike UNICITRAL Model Law and the International Commercial Arbitration Law of Russia, does not classify the grounds into those which relevant parties can rely on and those which the court itself finds. Therefore, the burden of proof that an award gravely encroached upon the sovereignty, security and social order rests on the relevant parties not on the court for an award to be set aside.

On the other hand, the Russian International Commercial Arbitration Law reiterates the grounds for setting aside awards provided in the UNICITRAL Model Law.

As for China, Arbitration Law provides that the parties may apply for cancellation of an award if they furnish proof that:(1) there is no arbitration agreement between the parties; (2) the matters of the award are beyond the extent of the arbitration agreement or not under the jurisdiction of the arbitration commission; (3) the composition of the arbitral tribunal or the arbitration procedure is in contrary to the legal procedure; (4) the evidence on which the award is based is falsified; (5) the other party has concealed evidence which is sufficient to affect the impartiality of the award; or (6) the arbitrator(s) has (have) demanded or accepted bribes, committed graft or perverted the law in making the arbitral award. In addition, it prescribes that if the court

holds that the award is contrary to the social and public interests, it can rule to cancel the award[22].

The Arbitration Law has provisions separately dealing with international commercial arbitration, as can be seen in the table above. Article 70 of Chapter VII Special Provisions on Foreign-Related Arbitration provides that when the claimant has produced evidences to substantiate one of the cases as provided for in the first paragraph of Article 274 of the Civil Procedure Law, the court order the cancellation of the award. Article 274(1) of the Civil Procedure Law, however, does not directly provide for "cancellation" but for non-enforcement of an arbitral award, which indicates that the grounds for non-enforcement of awards amount to the grounds for cancellation of awards.

As shown in the table above, only paragraph 1 of Article 274 was referred to in relation to the cancellation of international commercial arbitral award in the Arbitration Law, excluding paragraph 2 stipulating that "where the court deemed that enforcement of the arbitral award violates public interest, the court shall rule on non-enforcement" from the grounds for cancelling arbitral awards.

1.2 Periods of applying for setting aside of arbitral awards

Periods of applying for setting aside of arbitral awards			
State	**Law**	**Article**	**Content**
DPRK	**DPRK External Economic Arbitration Law**	Article 65 (Periods for presenting request for revocation of an award)	The period of presenting request for the revocation of an award shall be two months from the date of receipt by the parties concerned of a copy of an award, a copy of correction or interpretation thereof, or an additional award. However, if the award is revocable on the ground referred to in Article 64 (6), the request for the revocation can be made within 6 months from the date of the receipt of the award.
Russia	**International Commercial Arbitration Law**	Article 34. Application for Setting Aside as Exclusive Recourse against Arbitral Award Paragraph 3	3. An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the award and, if a request had been made under Article 33, from the date on which the arbitral tribunal decided on that request.
China	**Arbitration Law**	Article 59	An application filed by the parties concerned for the cancellation of an arbitral award should be sent within six months starting from the date of receipt of the award.

[22] Article 58 of the Arbitration Law of the Republic of China.

As can be seen in the table above, the periods of applying for setting aside of arbitral awards differ from jurisdiction to jurisdiction.

In the DPRK jurisdiction, the period is normally two months from the date of receipt by the parties concerned of a copy of an award. However, if an award is revocable on the ground referred to in Article 64 (6), i.e., if it is proved that an award gravely encroaches upon the sovereignty, security and social order of the country, the request for the revocation can be made within 6 months from the date of the receipt of the award.

In Russia, legal provisions regarding the period during which an application for setting aside can be made are identical to Article 34 of the UNICITRAL Model Law. However, Article 34 of the UNICTRAL Model Law employs the conjuction "or" ("An application for setting aside may not be made after three months have elapsed … or, if a request had been made under article 33…"), whereas the Russian International Commercial Arbitration Law uses the conjunction "and". This does not seem to change the essential meanings of the provisions.

In China, a party can apply for the cancellation of an award within six months. According to Article 65 of Chapter VII of Arbitration Law, the matters not covered by this chapter are to be handled according to other relevant provisions of the Arbitration Law. The period during which an application for cancellation can be made is not defined in Chapter VII, and therefore, it is reasonable that Article 59 is invoked for determining the period of applying for cancellation.

1.3 Receipt and settlement by a court of an application for setting aside

The relevant provisions of the DPRK, Russia and China with regard to the handling of application for setting aside are as follows;

Receipt and settlement of an application for setting aside			
State	**Law**	**Article**	**Content**
DPRK	**DPRK External Economic Arbitration Law**	Article 66 (Grounds for refusing to receive the request for the revocation of an award)	A provicial (municipal) court shall refuse to receive the request for the revocation of an award if; 1. the period during which revocation for setting aside can be request expires, or 2. the relevant party fails to present evidence justifying the grounds of requesting for the revocation of an award.
		Article 67 (Handling of a request for the revocation of an award)	A provincial (municipal) court shall settle the request for the revocation of an award within two months from the date of receipt by the court of the request for the revocation of an award. The request for the revocation of an award is examined by a tribunal composing three judges or by a single judge. The procedures for excluding judges are subject to civil procedure law. If the request for the revocation of an award is justified, the

			court shall grant the request for the revocation, and if it is unjustified, the court shall reject the request for the revocation. There is no appeal for the decision of a court regarding the revocation of an award.
		Article 68 (Handling of the request for the revocation of an award after issuing the writ of enforcement)	A provincial (municipal) court shall suspend the enforcement of an award even after the writ of enforcement has already been issued, if a party requests for the revocation of an award within the period during which request for the revocation is allowed. If the request is justified, the court shall decide revocation of an award and revocation of the enforcement, and if it is not justified, the court shall refuse the revocation and suspension of an award.
		Article 69 (Measures to be taken with respect to a case an award of which is revoked)	Where an award is revoked according to the decision to revoke an award, a provincial (municipal) court shall notify the arbitration committee of the revocation within three working days. The arbitration committee shall compose new arbitral tribunal and settle the arbitration case within two months from the date of receiving notice according to this Law. If an award is revoked on the ground of invalidity of an arbitration agreement, the relevant party may bring the case to the court.
Russia	**International Commercial Arbitration Law**	Article 34. Application for Setting Aside as Exclusive Recourse against Arbitral Award Paragraph 4	4. The court, when asked to set aside an award, may, where appropriate and so requested by a party, suspend the setting aside proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitral tribunal's opinion will eliminate the grounds for setting aside.
China	**Arbitration Law**	Article 60	The people's court should rule to cancel the award or reject the application within two months after the application for cancellation of an award is received.
		Article 61	After the people's court has accepted an application for the cancellation of an arbitral award and deems it necessary for the arbitration tribunal to make a new award, it shall notify

			the arbitration tribunal for a new ruling within a certain limit of time and order the termination of the cancellation procedure. In the case when the arbitration tribunal refuses a new ruling, the people's court shall rule that the cancellation procedure be restored.

As you can see in the table above, the provisions regarding the receipt and settlement of the request for revocation of an award of the three countries have considerable differences.

The DPRK External Economic Arbitration Law specifies, in detail, the procedures for receiving and settling a request for the revocation of an award unlike equivalent provisions of Russian or Chinese arbitration law. First, the DPRK External Economic Arbitration Law does not endow every court with the competence to receive and settle requests for revocation but confines it to provincial (municipal) courts. Therefore, in the DPRK, the Supreme Court and the courts at the lowest level such as city, county or district courts cannot exercise jurisdiction over requests for revocation of arbitral awards. Secondly, the Law expressly defines the grounds for refusing the receipt of a request for revocation, and, states that requests for revocation, once received, should be settled within two months from the date of receipt and that decisions reached regarding revocation of awards are unchallengable. Thirdly, the Law is characteristic in that it deals with revocation of an award in close combination with enforcement. According to the Law, the relevant court must notify the arbitration committee of the decision to revoke an award within three working days, and the arbitration committee should deal with the case after composing a new arbitral tribunal within two months from the date of receipt of the notice. What is noteworthy is that the parties can bring the case to the court if the award was revoked on the ground of invalidity of the arbitration agreement.

Article 34 (4) of the Russian International Commercial Arbitration Law is the reiteration of Article 34 (4) of the UNICTRAL Model Law regarding the handling of application for setting aside. The Russian arbitration law defines that the court may, where appropriate and so requested by a party, suspend the setting aside proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitral tribunal’s opinion will eliminate the grounds for setting aside, without specifically defining the period for handling applications for setting aside.

In China, Chapter VII of Arbitration Law of the Republic of China and Article 26 of Civil Procedure Law is silent on the question of handling applications for setting aside of awards. Therefore, articles 60 and 61 of Arbitration Law apply to the applications for setting aside. These articles, however, do not specify in detail the handling of applications for setting aside of awards, but just states that the people’s court should grant or reject the cancellation of an award within two months from the date of receipt of the application for cancellation and if it deems it necessary for the arbitration tribunal to make a new award, it should notify the arbitration tribunal for a new ruling within a certain limit of time.

2. RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS

Another important issue regarding the compliance with the enforcement of international commercial arbitral awards is the recognition and enforcement of awards.

The legal problems regarding the recognition and enforcement of an award concern the application for the enforcement and the settlement of the application, and the recognition, enforcement and rejection of a foreign award.

2.1 Application for the enforcement of arbitral awards

The provisions on application for the enforcement of arbitral awards are indicated in the table below.

Application for the enforcement of arbitral awards			
State	**Law**	**Article**	**Content**
DPRK	**DPRK External Economic Arbitration Law**	Article 70 (Enforcement of an award)	A party concerned shall enforce an award within the period of time prescribed in the award. Where the period of time for the enforcement of an award is not specified in the award, immediate enforcement shall be obligatory.
		Article 71 (Request for the enforcement of an award)	Where a party responsible for the enforcement of an award fails to perform in good time his duties stated in the award or performs it in bad faith, the other party may refer the enforcement of an award to a provincial (municipal) court or an institution concerned. A request for the enforcement of an award shall be accompanied by a copy of the award.
		Article 72 (Enforcement of an award and sanction)	A provincial (municipal) court shall have the award enforced according to the law on property enforcement. A court or an institution concerned shall take such measures as freeze of bank accounts, seizure or forfeiture of vehicles or liquid assets, conveyance of real estate owned by an external economic entity (except state investment), suspension of business, suspension of procedures for bringing in or out goods or prohibition of immigration. An institution concerned shall notify the provincial (municipal) court within three days from the date of taking sanction.
		Article 73 (Referring of enforcement to the	Where a property that is to be enforced in accordance with an award lies outside the territory of the DPRK, a request for the enforcement of the award shall be made

		court of the country concerned)	to a court of a country concerned.
Russia	**International Commercial Arbitration Law**	Article 35. Recognition and Enforcement	1. An arbitral award, irrespective of the country in which it was made, shall be recognized as binding and, upon application in writing to the competent court, shall be enforced subject to the provisions of this Article and of Article 36. 2. The party relying on an award or applying for its enforcement shall supply the duly authenticated original award or a duly certified copy thereof, and the original arbitration agreement referred to in Article 7 or a duly certified copy thereof. If the award or agreement is made in a foreign language, the party shall supply a duly certified translation thereof into the Russian language.
		Article 36. Grounds for Refusing Recognition or Enforcement of Arbitral Award	1. Recognition or enforcement of an arbitral award, irrespective of the country in which it was made, may be refused only: (1) at the request of the party against whom it is invoked, if that party furnishes to the competent court where recognition or enforcement is sought proof that: - a party to the arbitration agreement referred to in Article 7 was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or - the party against whom the award was made was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or - the award was made regarding a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be

			recognized and enforced; or - the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or - the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made; or (2) if the court finds that: -the subject-matter of the dispute is not capable of settlement by arbitration under the law of the Russian Federation; or -the recognition or enforcement of the award would be contrary to the public policy of the Russian Federation. 2. If an application for setting aside or suspension of an award has been made to a court referred to in the fifth point of subparagraph 1 of paragraph 1 of this article, the Court where recognition or enforcement is sought may, if it considers it proper, adjourn its decision and may also, on the application of the party claiming recognition or enforcement of the award, order the other party to provide appropriate security.
	ICAC Rules	Article 44. Execution of an Award	1. An award made by the ICAC shall be final and binding from the date thereof. 2. An award made by the ICAC shall be implemented by the parties voluntarily within the period of time fixed in the award. If no period is fixed in the award, the award shall be implemented immediately. 3. An award that is not implemented voluntarily within the fixed period of time shall be enforced according to the law and international agreements.
China	**Arbitration Law**	Article 62	The parties concerned shall execute the arbitral award. If one of the parties refuses to execute the award, the other party may apply for enforcement with the people's court according to the relevant provisions

			of the Civil Procedure Law. The people's court with which the application is filed should enforce it.
		Article 63	If the respondent has produced evidences to substantiate one of the following cases provided for in the second paragraph of Article 237 of the Civil Procedure Law, the award shall not be enforced after the verification by the collegiate bench of the people's court.
		Article 64	Whereas one party applies for enforcement while the other applies for a cancellation of a award, the people's court shall order the termination of the performance of the award. Whereas the people's court has ordered the cancellation of an award, it should also order the termination of performance of the award. Whereas an application for the cancellation of an award is rejected, the people's court shall order the restoration of the performance of the award.
		Article 72	Whereas a party involved in a foreign arbitration case applies for the enforcement of the award that has taken legal effect, the party shall apply directly with a foreign law court with the jurisdiction for recognition and enforcement if the party that should implement the award or its property is not in the territory of the People's Republic of China.
	Civil Procedure Law of the People's Republic of China	Article 237	In the case of an arbitral award of an arbitration organization established pursuant to the law, where one party does not perform, the counterparty may apply to a People's Court which has jurisdiction for enforcement. The People's Court which accepts the application shall carry out enforcement. Where the respondent presents evidence to prove that the arbitral award falls under any of the following circumstances, upon examination and verification by the collegiate formed by the People's Court, a ruling on non-enforcement shall be made:

			(1) The parties concerned have not included an arbitration clause in the contract or have not entered into a written arbitration agreement subsequently; (2) The arbitration matter does not fall under the scope of the arbitration agreement or the arbitration organization has no right to carry out arbitration; (3) The composition of the arbitral tribunal or the arbitration procedures is/are in violation of statutory procedures; (4) The evidence on which the arbitral award is based is forged; (5) The counterparty has concealed evidence which has an impact on making a fair arbitral award from the arbitration organization; or (6) The arbitrators have committed bribery or favouritism or perverted the law in making the arbitral award when carrying out arbitration of the case. Where the People's Court rules that enforcement of the arbitral award is against the public interest, a ruling of non-enforcement shall be made. A ruling letter shall be served on both parties to the arbitration and the arbitration organization. Where non-enforcement of an arbitral award is ruled by a People's Court, the parties concerned may apply for arbitration again based on the written arbitration agreement between both parties, or file a lawsuit with a People's Court.

As can be seen from the table, the rules concerning the application for enforcement stipulated by international commercial arbitration laws of the DPRK, Russia and China have both similarities and differences in several respects.

First, it is legally defined by the relevant law of the three countries that an international commercial arbitration award has binding force and must be enforced. However, if the period of enforcing an award is not stated in the award and the parties concerned fail to voluntarily implement the award, the DPRK and Russian law demand prompt enforcement. In contrast, Chinese law does not provide for immediate enforcement of an award.

Secondly, the DPRK also does not explicitly stipulate the grounds for refusing enforcement of an award rendered by its arbitration body, but Russian and Chinese laws have provisions thereof. The rationale behind

the absence of provisions regarding the grounds for refusing enforcement of awards rendered by its national arbitration body is that rejection of enforcement and the setting aside of awards are treated in the same light. In Russian law, the grounds for refusing enforcement of awards are identical to those specified in the UNICTRAL Model Law. In contrast, China regulates the grounds for refusing enforcement of awards in Civil Procedure Law. What is characteristic is that it explicitly defines the circumstances where a party conceals evidence that influence rendering a fair award or where an arbitrator committed corruption or illegal acts during arbitration process as one of the grounds for refusing enforcement of awards.

Finally, the DPRK and Chinese laws explicitly state that if the property to be enforced in accordance with a valid award rendered by their national arbitration body is not located in the territory of the countries concerned, parties can apply for the enforcement of the award to the judicial bodies of other countries where the property is located, whereas Russian law has no equivalent provisions.

2.2 Recognition and enforcement of foreign arbitral awards

Periods of setting aside arbitral wards			
State	**Law**	**Article**	**Content**
DPRK	**DPRK External Economic Arbitration Law**	Article 74 (Recognition and enforcement of an award rendered by an arbitral tribunal of a foreign country)	An award rendered by an arbitral tribunal of a foreign country shall be recognized and enforced in accordance with the relevant laws of the DPR Korea.
		Article 75 (Grounds for refusing enforcement of awards rendered by an arbitral tribunal of a foreign country)	The enforcement of an award rendered by an arbitral tribunal of a foreign country may be refused if it is proved that: 1. A party concerned was incompetent under the governing law at the time of making an arbitration agreement, or the arbitration agreement is invalid under the law designated by the parties concerned and in the absence of such law, under the law of the country where the arbitration was conducted; 2. A party concerned was unable to make a response because he was not properly informed of the appointment of an arbitrator or the arbitration procedures or for unavoidable reasons; 3. An award is rendered in respect of a dispute that is not the subject of arbitration agreement, or has gone beyond the limit of arbitration agreement; 4. The composition of an arbitral tribunal or the arbitration procedures are in violation of the agreement

			of the parties or in the absence of such agreement, violates the law of the country where the arbitration was conducted; 5. An award does not yet have an effect on the party concerned but was revoked or suspended by a court of the country where the award was rendered or by the law of such country; 6. A dispute in question cannot be settled by the arbitration procedure under the law of the country where an award was rendered; or 7. The enforcement of an award is prejudicial to the sovereignty, security and social order of the state.
China	**Civil Procedure Law of the People's Republic of China**	Article 283	Where an arbitral award of an overseas arbitration organization requires ratification and enforcement by a People's Court of the People's Republic of China, the parties concerned shall submit an application directly to an intermediate People's Court at the location of the enforcee's residence or the location of the enforcee's properties, the People's Court shall handle the matter pursuant to the international treaty concluded or participated by the People's Republic of China or in accordance with the principle of reciprocity.

As can be seen from the table, the DPRK law requires recognition and enforcement of an award rendered by an arbitral tribunal of other countries to be subject to the relevant law of the DPRK, i.e., civil procedure law. In particular, Article 5 of the New York Convention is almost reiterated with regard to the ground for refusing recognition and enforcement of foreign arbitral awards. The only difference lies in that it does not classify the grounds into those relied upon by the parties and those to be employed by the court unlike equivalent provisions of the New York Convention. As can be seen above, Russian international commercial law does not separately provide for the grounds for refusing enforcement of foreign arbitral awards, by providing in Article 36 that arbitral awards can be refused irrespective of the country where they are rendered. The grounds for refusing enforcement stated in Article 36 of the Russian International Commercial Arbitration Law are identical to those provided in Article 5 of the New York Convention. As for China, neither arbitration law nor civil procedure law explicitly define recognition and enforcement of foreign arbitral awards. Instead, Article 283 of the Civil Procedure Law merely states that where an arbitral award of an overseas arbitration organization requires ratification and enforcement, the court should handle the matter pursuant to the international treaty concluded or participated by China or in accordance with the principle of reciprocity. This

omission can be explained by the fact that China already became a state party to the New York Convention in 1987.

CONCLUSION

In conclusion, rules of international commercial arbitration laws of the DPRK, Russia and China regarding execution of arbitral awards share similarities in many respects but differ to certain extent. Russian international commercial arbitration law adopts the typical international legal instruments, UNICTRAL Model Law and New York Convention verbatim.

China does not have a separate law governing international commercial arbitration, but included the provisions regarding execution of international commercial arbitral awards in the arbitration law and civil procedure law. The relevant provisions of the laws, however, adopted nearly all requirements of relevant international treaties and international legal instruments.

In contrast, the DPRK has not yet acceded to the New York Convention, and incorporates the provisions on execution of awards in the External Economic Arbitration Law. Yet, the relevant provisions fully reflect the requirements of the UNICTRAL Model Law. For this reason, the relevant norms of the DPRK related to the execution of international commercial arbitration awards conform to international standards.

In fact, the relevant laws and regulations of the DPRK, Russia and China concerning the execution of international commercial arbitration awards cannot be said to be free of imperfections.

However, if the legal and natural persons of the DPR Korea, Russia and China make efforts to resolve international commercial disputes that arise among one another on the basis of a complete understanding of relevant laws and regulations of the three countries, international commercial transactions between the three countries would be able to proceed more proactively.

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