

23. Unless otherwise agreed in writing by the parties to the arbitration agreement, a party to an arbitration agreement ---

Represent-
ation.

(a) may appear before the arbitral tribunal personally or, where the party is a body of persons, whether corporate or unincorporated, by an officer, employee or agent of that body ; and

(b) may be represented by an attorney-at-law if the party so desires.

24. (1) An arbitral tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. Any designation of the law or legal system of a given State shall be construed, unless otherwise expressed, as referring to the substantive law of that State and not to its conflict of laws rules.

Law
applicable to
substance of
dispute.

(2) Failing any designation by the parties to any arbitration agreement, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.

(3) The provision of subsection (1) and (2) shall apply only to the extent agreed to by the parties.

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(4) The arbitral tribunal shall decide according to considerations of general justice and fairness or trade usages only if the parties have expressly authorized it to do so.

PART VI

AWARDS

25. (1) The award shall be made in writing and shall be signed by the arbitrators constituting the arbitral tribunal. In arbitral proceedings with more than one arbitrator, the signatures of the majority of the members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.

Form and
content of
award.

(2) The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under section 14.

(3) The award shall state its date and place of arbitration as determined in accordance with Section 16. The award shall be deemed to have been made at that place.

(4) After the award is made, a copy signed by the arbitrators constituting the arbitral tribunal in accordance with subsection (1) of this section shall be delivered to each party.

Award to be final.

26. Subject to the provisions of Part VII of this Act, the award made by the arbitral tribunal shall be final and binding on the parties to the arbitration agreement.

Correction and Interpretation of award: Additional awards.

27. (1) Within fourteen days of receipt of the award, unless another period of time has been agreed upon by the parties, whether at the request of the arbitral tribunal or otherwise --- or

(a) a party, with notice to the other party, may request the arbitral tribunal --

(i) to correct in the award any errors in computation, any clerical or typographical errors or omissions or any errors of a similar nature ; or

(ii) to modify the award where a part of the award is upon a matter not referred to arbitration, provided such part can be separated from the other part and does not affect the decision on the matter referred ;

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(b) if so agreed upon by the parties, a party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award.

(2) If the arbitral tribunal considers the request to be justified, it shall make the correction, modification or give the interpretation within fourteen days of the receipt of the request, or such longer period as the parties may agree to, at the request of the arbitral tribunal. The interpretation shall form part of the award.

(3) The arbitral tribunal may correct any error of the type referred to in sub-paragraph (i) of paragraph (a) of subsection (1) of this section, on its own motion within fourteen days of the date of the award.

(4) Unless otherwise agreed upon by the parties, a party with notice to the other party, may request the arbitral tribunal within fourteen days of receipt of the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the award. If the arbitral tribunal after hearing the other parties, considers the request to be justified, it shall make the additional award within thirty days of conclusion of the hearing.

(5) The provisions of section 26 shall apply to a correction, modification or interpretation of the award or to an additional award.

28. Unless otherwise agreed upon by the parties where an arbitral tribunal makes an award for the payment of money (whether on a claim for a liquidated or unliquidated amount), the arbitral tribunal may in the award, order interest, at the rate agreed upon between the parties in the arbitration agreement or in the absence of any such agreement, at the legal interest prevailing at the

Interest

time of making the arbitral award, to be paid on the principal sum awarded, from the date of commencement of arbitral proceedings to the date of the award, in addition to any interest awarded on such principal sum for any period prior to the institution of arbitral proceedings, with further interest at the aforesaid rate on the aggregate sum so awarded from the date of the award to the date of payment or such earlier date as the arbitral tribunal thinks fit.

29. (1) The parties shall be jointly and severally liable for the payment of reasonable compensation to the arbitrators constituting the arbitral tribunal for their work and disbursements:

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Provided however that when the arbitral tribunal declares in its award that it has no jurisdiction to decide the dispute, the party who did not request the arbitration liable for such payment only if there are exceptional circumstances which warrant such payment by him.

Compensation
of arbitrators.

(2) The final award shall order the payment of compensation to each of the arbitrators constituting the arbitral tribunal in such sum, and with such period, as may be specified in the award, with legal interest on each such sum calculated with effect from the date of expiration of a period of one month from the date on which the award was delivered.

(3) The arbitral tribunal may order the payment of deposit of security by the parties, for the payment of the compensation of the arbitrators constituting the arbitral tribunal, in such sum and within such period as may be specified in the order. Separate deposits of security may be ordered in respect of each prayer for relief.

(4) Where a party fails to pay his share of the deposit of security ordered by the arbitral tribunal within the period specified in the order for payment of deposit of security, the other party or parties may pay the whole of the deposit of security ordered.

(5) Where none of the parties pay the deposit of security ordered by the arbitral tribunal, within the period specified in the order for the payment of the deposit of security, the arbitral tribunal may terminate the arbitral proceedings.

(6) The arbitrators constituting the arbitral tribunal may, during the course of arbitral proceedings, draw on such deposit or security, for the purpose of meeting their expenses.

Award not
to be
withheld.

30. An arbitral tribunal shall not withhold delivering its award pending the payment of the compensation payable to the arbitrators constituting the arbitral tribunal.

PART VII

**APPLICATION TO COURTS RELATING TO AWARDS (INCLUDING RECOGNITION AND
ENFORCEMENT OF FOREIGN AWARD)**

Application
for filing
and
Enforceme
nt of
award.

31. (1) A party to an arbitration agreement pursuant to which an arbitral award is made may, within one year after the expiry of fourteen days of the making of the award, apply to the High Court for the enforcement of the award.

(2) An application to enforce the award shall be accompanied by ---

(a) the original of the award or a duly certified copy of such award : and

(b) the original arbitration agreement under which the award purports to have been made or a duly certified copy of such agreement.

For the purposes of this subsection a copy of an award or of the arbitration agreement shall be deemed to have been duly certified if ---

(i) it purports to have been certified by the arbitral tribunal or, by a member of that tribunal, and it has not been shown to the Court that it was not in fact so certified : or

(ii) it has been otherwise certified to the satisfaction of the court.

(3) If a document or part of a document produced under subsection (2) is written in a language other than the official language of the court or other than in English, there shall be produced with the document a translation in such official language, or in the English Language, of that document or that part, as the case may be, certified to be a correct translation.

(4) For the purposes of subsection (3), a translation shall be certified by an official or a sworn translator or by a diplomatic or a consular agent in Sri Lanka of the country in which the award was made or otherwise to the satisfaction of the Court.

(5) A document produced to the court in accordance with this section may upon its production be received by the Court as sufficient evidence of the matters to which it relates.