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Uzbekistan

INTERNATIONAL ARBITRATION

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This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in Uzbekistan.

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UZBEKISTAN
INTERNATIONAL ARBITRATION

1. What legislation applies to arbitration in your country? Are there any mandatory laws?

October 2006 (DA Law), while international arbitrations are subject to the regulation of the Law 'On International Commercial Arbitration' No. 674 dated 16 February 2021 (ICA Law).

According to the ICA Arbitration Law, arbitral proceedings are international, if:

- the parties' places of business or habitual residences (if a party is a natural person) at the time the arbitration agreement is concluded are in different states;
- one of the following is located outside the parties' places of business or habitual residences: the seat of arbitration specified in or determined according to the arbitration agreement; any place where a substantial part of the obligations of any commercial relationship is to be performed or the place with which the subject matter of the dispute is most closely connected; or
- the parties have expressly agreed so.

Although DA Law does not contain a clear classification of provisions that are mandatory and those that are not, it can be argued that the parties may not derogate from the following provisions, considering their nature and wording: article 4 on equal treatment of the parties; article 15 on the odd number of arbitrators; article 23 on advance on costs; articles 29-30 on the form and contents of the statement of claim and defence; article 32 on interim measures; article 35 on hearing in general and advance notice.

In contrast, ICA Law is less restrictive and contains very few mandatory provisions, they include, among other: article 33 on equal treatment of the parties; article 40 on the advance notice and the submitting party's duty to communicate the documents to the other party.

The parties should also be mindful that the setting aside and the recognition and enforcement awards are further regulated by the Civil Procedure Code (CPC) or the Economic Procedure Code (EPC) (depending on the status of an award-debtor and the nature of the proceedings (ie, domestic or international)). The provisions of CPC and EPC are mandatory and cannot be derogated from by the parties.

2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Uzbekistan is a party to the New York Convention. Uzbekistan acceded to the New York Convention on 7 February 1996 without any reservations. On 7 May 1996, the New York Convention came into force for Uzbekistan.

3. What other arbitration-related treaties and conventions is your country a party to?

In addition to the New York Convention, Uzbekistan also signed the Convention on the Settlement of Investment Disputes between States and Nationals of Other States 1965 on 17 March 1994, which came into force on 25 August 1995.

4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two?

Yes. ICA Law is based on the 2006 revision of the UNCITRAL Model Law. There are no significant differences between the two. However, in comparison to the model legislation, ICA Law is, arguably, more progressive (eg, ICA Law expressly addresses the immunity of arbitrators and ensures the parties' freedom of representation).

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5. Are there any impending plans to reform the arbitration laws in your country?

There are no impending plans to revise ICA Law. However, there is an ongoing discussion about the revision of DA Law to harmonize a legal framework for domestic and international commercial proceedings seated in Uzbekistan.

6. What arbitral institutions (if any) exist in your country? When were their rules last amended? Are any amendments being considered?

At the time of writing, there are two arbitral institutions administering international arbitration proceedings in Uzbekistan: the Tashkent International Arbitration Centre (TIAC) and the International Commercial Arbitration Court at the Uzbek Chamber of Commerce and Industry (ICAC (Uzbekistan)).

TIAC was established in 2018 by Presidential Decree No. 4001, inter alia, to promote international arbitration in the Republic. The latest revision of TIAC Rules that came into force on 1 October 2021 is based on current best practices and ensures the time and cost-efficient conduct of the arbitral proceedings. Despite the revisions made to TIAC Rules, TIAC maintained its zero-administration fee policy. Last month TIAC and Hong Kong International Arbitration Centre launched a unique set of Arbitration Rules, providing for joint administration of proceedings by two institutions.

Although ICAC (Uzbekistan) was established earlier than TIAC, the ICAC (Uzbekistan), much like some of the post-Soviet era institutions, has been mostly dormant with not that many cases administered since the Court became operative.

Further, since both TIAC and ICAC (Uzbekistan) exist under the Uzbek Chamber of Commerce and Industry's umbrella, the status of the ICAC (Uzbekistan) as TIAC's 'predecessor' has been long unclear.

At a certain point, the then Chairman of the Uzbek Chamber of Commerce and Industry decreed that any reference to ICAC (Uzbekistan) in an arbitration clause shall be construed as such to TIAC. At the time of writing, this decree is no longer in effect; TIAC and ICAC (Uzbekistan) exist as two distinct institutions.

7. Is there a specialist arbitration court in your country?

No. However, the Uzbek Government has recently formed a working group on the establishment of an international commercial court, similar to the Singapore International Commercial Court, DIFC Court and/or the AIFC Court. One of the proposals discussed by the group is whether this court should have an exclusive jurisdiction over arbitration-related proceedings (eg, recognition and enforcement, set-aside of an award, etc.).

8. What are the validity requirements for an arbitration agreement under the laws of your country?

DA Law and ICA Law require the arbitration agreement to be in writing, either in a form of an arbitration clause or a separate agreement. The 'in-writing' requirement is deemed to have also been met if the arbitration agreement is contained in the document signed by the parties to the arbitration agreement, or is recorded in the exchange of letters, electronic or other messages. Although DA Law, unlike its international counterpart, is silent on whether an arbitration agreement contained in the exchange of the statement of claim meets the 'in writing' requirement, these pleadings are arguably covered by the terms 'letters' or 'messages'.

Further, according to ICA Law, the 'in-writing' requirement is met if the arbitration agreement is contained in an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by the other. Finally, under ICA Law, a reference in a contract to any document containing an arbitration clause constitutes 'an arbitration agreement in writing', if the reference makes the clause party of the contract.

DA Law also requires the parties to clearly define the scope of the arbitration agreement and to state the name of the administering institution if the parties opt in for administered, rather than ad hoc, proceedings. The parties' failure to comply with these requirements invalidates the arbitration agreement.

9. Are arbitration clauses considered separable from the main contract?

Yes.

10. Do the courts of your country apply a validation principle under which an arbitration agreement should be

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considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

To the best of the author's knowledge, there is not a single case where Uzbek courts expressly applied the in *favorem validitatis* principle.

11. Is there anything particular to note in your jurisdiction with regard to multi-party or multi-contract arbitration?

No.

12. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

This issue is not addressed in DA Law, ICA Law, or procedural codices and the Uzbek courts have not had an opportunity to deal with it, likewise. The instances in which third parties or non-signatories may be bound by an arbitration agreement would ultimately depend on the law applicable to the arbitration agreement.

13. Are any types of dispute considered non-arbitrable? Has there been any evolution in this regard in recent years?

Although DA Law and ICA Law adopt a broad notion of arbitrability, administrative and other disputes of public nature (eg, criminal, bankruptcy, and certain IP disputes), family and employment matters are not arbitrable. It is worth noting that the local courts have produced diverging opinions on the arbitrability of corporate disputes and those related to immovable property located in Uzbekistan. As such, whether such disputes can be referred to arbitration is currently subject to debate.

14. Are there any recent court decisions in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified by the Parties?

No.

15. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

According to ICA Law, the arbitral tribunal shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such choice, the law the arbitral tribunal considers appropriate. In any event, the arbitral tribunal shall have regard to the contractual terms and relevant trade usages. Finally, the ICA Law permits the arbitral tribunal to decide the dispute ex aequo et bono or as an amiable compositeur if the parties have expressly authorised it to do so.

In comparison to some jurisdictions, Uzbekistan does not have a single act containing a set of choice of law rules, rather the conflict of laws provisions are scattered across various codices (e.g. Civil Code, Family Code, etc.).

It is further worth noting that in domestic arbitral proceedings, the arbitral tribunal shall only apply Uzbek law to the merits of the dispute, having regard to the contractual terms and trade usages. If neither Uzbek law nor the contract or the applicable trade usages expressly address the issue, the arbitral tribunal is tasked to determine, the DA Law allows the arbitral tribunal to apply the law per analogiam and, where t

16. In your country, are there any restrictions in the appointment of arbitrators?

DA Law, article 14 sets out mandatory requirements as to qualifications of an arbitrator in domestic arbitrations. According to this article, an arbitrator shall be an Uzbek national of at least 25 years old who can ensure independent and impartial resolution of the dispute.

According to DA Law, the sole arbitrator, or the presiding arbitrator, where the case is referred to a panel of arbitrators, shall also have a 'higher legal education'.

Further, DA Law expressly prohibits the following categories of individuals from acting as an arbitrator:

- individuals determined by a court to be legally incapable or of diminished legal capacity;
- individuals with an outstanding or unserviceable criminal record;
- former judges, advocates, notaries public, investigators, prosecutors or any other representative of law enforcement bodies, whose mandate has been terminated for committing a breach of a duty incompatible with their service; and

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- individuals who are expressly prohibited from acting as an arbitrator because of their status (eg, acting judges arguably fall within this category).

Last, DA Law, provides any arbitrator in administered proceedings shall be appointed from the list approved and maintained by an administering institution.

In comparison to the DA Law, ICA Law imposes no restrictions as to who may act as an arbitrator.

17. Are there any default requirements as to the selection of a tribunal?

No. However, as explained above, a party's freedom to select an arbitrator is substantially limited in domestic proceedings.

18. Can the local courts intervene in the selection of arbitrators? If so, how?

No. The local court cannot intervene in the selection of arbitrators. However, the local courts may assist the Parties in making the appointment in international commercial proceedings when there is a default.

19. Can the appointment of an arbitrator be challenged? What are the grounds for such challenge? What is the procedure for such challenge?

According to DA Law, an arbitrator may be challenged if she or he does not satisfy the mandatory requirements as to her or his qualifications, nationality, age or where she or he fails to discharge her or his mandate in an impartial and independent manner.

DA Law, article 16 clarifies that that a party may challenge an arbitrator it appointed only on the grounds such party became aware after the appointment had been made. Note that DA Law requires the arbitrator to disclose the circumstances giving rise to her or his challenge to the parties and resign where she or he became aware of such circumstances during the arbitral proceedings.

DA Law provides that an arbitrator may be challenged according to the procedure set out in institutional rules, if it is administered arbitration, or the procedure agreed upon by the parties and the arbitral tribunal where the proceedings are conducted ad hoc.

However, where the applicable institutional rules do not regulate the challenge procedure or the parties and the arbitral tribunal fail to agree on such in ad hoc proceedings, DA Law, article 17 prescribes a default procedure a challenging party shall follow. According to this article, a party shall submit a reasoned challenged request in writing to the arbitral tribunal. If a challenged arbitrator does not resign or the other party does not agree to the challenge, a challenge request shall be determined by the remaining members of the arbitral tribunal.

It is worth noting that a challenge to the entire arbitral tribunal or the sole arbitrator shall nonetheless be decided by the arbitral tribunal or the sole arbitrator respectively. If the challenge is successful, an arbitrator shall resign, and a replacement arbitrator must be appointed according to the procedure applicable to the appointment of an arbitrator being replaced. A replacement arbitrator shall also be appointed upon the arbitrator's death.

ICA Law closely follows the UNCITRAL Model Law provisions on the challenge and replacement of arbitrator. If the parties have not agreed on the challenge procedure, and the challenge has not been resolved by the arbitral tribunal, the challenge may be referred to the economic courts. Although neither the ICA Law, nor the EPC mention the IBA Guidelines, it is the author's view that the Guidelines may provide persuasive guidance to the courts considering the challenge request.

20. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators

No.

21. What happens in the case of a truncated tribunal? Is the tribunal able to continue with the proceedings?

Neither DA Law, nor ICA Law expressly addresses this scenario.

22. Are arbitrators immune from liability?

According to ICA Law, arbitrators are immune from liability for any act or omission 'in connection with the arbitral proceedings' unless such a breaching act or omission was intentional. In comparison to ICA Law, DA Law contains no provision on the immunity of arbitrators.

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23. Is the principle of competence-competence recognized in your country?

Yes.

24. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

If a party initiates court proceedings in breach of an arbitration agreement, ICA Law requires the court to refer the parties to arbitration 'if any party so requests not later than when submitting his first statement on the substance of the dispute', unless the court that the agreement is null and void, inoperative or incapable of being performed.

There is no corresponding provision in DA Law. However, CPC and EPC provide that courts shall 'leave the claim without consideration' upon request of a party made before the first statement on the substance of the dispute, where there is a valid and capable of being performed arbitration agreement, or where there are pending arbitral proceedings between the same parties and in relation to the same dispute.

However, notwithstanding the provisions of ICA Law and procedural codices, the instances where the courts assume jurisdiction in disregard of the arbitration agreement are still not uncommon, especially in the regional courts.

25. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?

While the local courts cannot compel arbitration, ICA Law contains a number of default provisions that seek to address the respondent's non-participation in the proceedings. These provisions are identical to those found in the UNCITRAL Model Law.

Note, however, that in ad hoc domestic arbitrations the party's failure to appoint an arbitrator or arbitrators within 15 days of the other party's request, or the parties' failure to agree on the sole arbitrator, or the party-appointed arbitrators' failure to appoint the presiding arbitrator within 15 days from their appointment will render the arbitration agreement ineffective. DA Law expressly allows any party to commence court proceedings in this scenario.

26. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?

Neither DA Law, nor ICA Law contain any provisions on joinder or third-party intervention. According to TIAC Rules, article 7, the arbitral tribunal (or TIAC Court of Arbitration, prior to the constitution of the arbitral tribunal) has the power to join an additional party to arbitration, upon any party's request (including the additional party) where all the parties and the additional party have consented to the joinder in writing, or the additional party is prima facie bound the arbitration agreement. Please note that the TIAC Court of Arbitration or arbitral tribunal has an unfettered discretion in deciding the joinder application.

27. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal?

According to DA Law, the arbitral tribunal does not have the power to order interim measures. In contrast, ICA Law empowers the arbitral tribunal to grant any interim measures, inter alia, injunctions and preservation orders in line with the UNCITRAL Model Law.

As far as the court-ordered interim measures are concerned, CPC and EPC contain non-exhaustive lists of interim measures a party may seek from the local courts in support of arbitral proceedings, inter alia, when the formation of the arbitral tribunal is pending, such measures include injunctions and preservation orders.

28. Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country?

Neither anti-suit nor anti-arbitration injunctions are expressly provided for under the Uzbek law. Nonetheless, such injunctions, arguably, fall within the ambit of interim measures available to the parties under ICA Law and procedural codices. However, the author is not aware of such injunctions being granted by the local courts in practice.

29. Are there particular rules governing evidentiary matters in arbitration? Will the

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local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?

According to DA Law, the arbitral tribunal shall apply Uzbek rules of evidence. In comparison to its domestic counterpart, ICA Law grants the arbitral tribunal a broad discretion in evidentiary matters; the arbitral tribunal need not apply the burden and standard of proof rules of Uzbekistan or any jurisdiction but may instead tailor the evidentiary rules specific to a particular case. In most international arbitrations, the arbitral tribunal and the parties would agree to apply or at least be guided by the IBA Rules.

30. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country?

There are no specific professional or ethical rules applicable to counsel or arbitrators in arbitrations seated in Uzbekistan.

31. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?

Yes, there are some caveats, however.

Although DA Law and ICA Law seek to ensure the confidentiality of arbitral proceedings, the confidentiality provisions of the former are extremely narrow.

DA Law requires only arbitrators to not disclose any information they became aware of during the proceedings, without consent of the parties, and ensures that arbitrators cannot be called to testify as to their participation in the proceedings. Unlike ICA Law, there is no blanket confidentiality of domestic arbitral proceedings.

Further, DA Law requires the presiding arbitrator in ad hoc proceedings to submit a copy of the arbitration agreement to and notify the judicial authorities of the formation of an ad hoc tribunal, and to deposit case materials with a competent court. This substantially undermines the confidentiality of domestic arbitration.

In comparison to DA Law, the personal scope of confidentiality undertaking under ICA Law is unlimited, and the material scope is quite broad, covering both the arbitration itself and all documents prepared for or during the proceedings. Nonetheless, there are three exceptions: (1) there is a legal duty to disclose; (2) the disclosure is required to protect a disclosing party's rights, or (3) is necessary to execute or challenge the award.

It is worth noting that arbitration-related court proceedings are neither private nor confidential, unless there are grounds to hold them in camera.

32. How are the costs of arbitration proceedings estimated and allocated?

According to DA Law, the arbitral tribunal shall allocate costs according to the agreement of the parties, or absent such, in proportion to the claims awarded. DA Law does not establish a presumption in favour of the costs follow the event principle. However, DA Law provides that the arbitral tribunal may order the unsuccessful party to pay legal and other costs of the other party upon the latter's request. A non-exhaustive list of recoverable costs under DA Law includes: arbitrator's fees, arbitration-related expenses (eg, hearing venue costs); arbitrators' expenses, experts' and interpreters' fees; witnesses' expenses; legal costs.

In comparison to DA Law, ICA Law is silent on the issue of costs. Nonetheless, it is out of question that ICA Law empowers the arbitral tribunal to award and allocate costs, unless the parties have agreed otherwise. Considering DA Law provisions and domestic litigation practice, it is safe to assume that in most cases the arbitral tribunals applying ICA Law would allocate costs on the general principle that costs should follow the event, absent the parties' agreement to the contrary.

33. Can pre- and post-award interest be included on the principal claim and costs incurred?

DA Law and ICA Law are silent on the issue of interest. Although it is generally accepted that the arbitral tribunal has the power to award interest, ultimately, the tribunal's authority to award interest, the types of interest (ie, simple or compound; pre- or post-award) and the interest rate would depend on the circumstances of a particular case, including the applicable substantive laws and the parties' agreement. For instance, according to TIAC Rules, unless the parties have agreed otherwise, the arbitral tribunal has the power to order simple or compound interest on any amount 'subject of the arbitration' (which, arguably includes costs) at any rate agreed by the parties or determined by the tribunal and for any period 'which the

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Tribunal determines to be appropriate'.

34. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?

DA Law and ICA Law set out different requirements as to the form and content of an award. According to DA Law, an award shall be in writing and signed by all, including dissenting, arbitrators. The award shall state the date on which it is made, the place of arbitration, the arbitral tribunal, the parties and their representatives.

The award shall be reasoned: DA Law expressly requires the arbitral tribunal to elaborate on its jurisdiction, the factual background as established by the arbitral tribunal with a reference to the evidentiary record. The award shall also set out and determine each claimant's claim and each respondent's defence as well as the parties' procedural motions. Last but not the least, the operative part of the award shall contain the arbitral tribunal's decision on each claim and that on costs.

The requirements under ICA Law are less restrictive. Following the UNCITRAL Model Law, ICA Law merely requires the award to be in writing, to specify the date and the place of arbitration and be signed by the majority of the arbitrators, provided reasons for the absence of any signature are stated. Nonetheless, the award shall also state reasons upon which it is based, unless the parties agreed otherwise.

The enforcement of domestic awards is primarily regulated by DA Law, while foreign awards are recognised and enforced under the New York Convention and ICA Law. Under DA Law, the grounds for refusing enforcement of the domestic awards are identical to those on which an award may be set aside. The grounds for refusal of recognition and enforcement of a foreign award under ICA Law mirror those set out in the New York Convention.

35. What is the estimated timeframe for the recognition and enforcement of an award? May a party bring a motion for the recognition and enforcement of an award on an ex parte basis?

The duration of the recognition and enforcement proceedings would ultimately depend on the complexity of the case. However, considering that the local courts seldom adhere to statutory timeframes, the final court judgement can be obtained on average somewhere between eight to 18 months. An application for the recognition and enforcement of an award cannot be brought on an *ex parte* basis.

36. Does the arbitration law of your country provide a different standard of review for recognition and enforcement of a foreign award compared with a domestic award?

The standard of review for recognition and enforcement of a foreign award under ICA Law is identical to that applicable to recognition and enforcement of a domestic award under DA Law.

37. Does the law impose limits on the available remedies? Are some remedies not enforceable by the local courts

No.

38. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure?

The awards cannot be appealed. However, an award can be challenged by submitting a set-aside application to a competent court (ie, civil court or economic court depending on the status of an award-debtor and the nature of the proceedings) within three months (for international awards) or 30 days (for domestic awards) from the date the award was received by a challenging party. CPC and EPC provide that the set-aside application shall be accompanied by a standard set of documents (ie, the original or certified copy of the award and arbitration agreement). An exhaustive list of grounds for setting an award aside in DA Law, article 47 does not go beyond those found in UNCITRAL Model Law, and that in ICA Law, article 50 is identical to model legislation.

In comparison to some jurisdictions (eg, Switzerland), the set aside application may have to go through up to two levels of appeal in Uzbekistan. While the local courts seldom adhere to the statutory timeframes to hear the application and appeals, the final court judgement can be obtained on average somewhere between eight to 18 months.

39. Can the parties waive any rights of

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appeal or challenge to an award by agreement before the dispute arises (such as in the arbitration clause)?

Although neither DA Law nor ICA Law expressly prohibits a waiver of a right to challenge an award, it remains to be seen, whether such would be enforced by the local courts.

40. In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?

Uzbek law is silent on that issue.

41. Have there been any recent court decisions in your jurisdiction considering third party funding in connection with arbitration proceedings?

No.

42. Is emergency arbitrator relief available in your country? Are decisions made by emergency arbitrators readily enforceable?

DA Law and ICA Law are silent on the emergency arbitration and enforceability of the emergency arbitrators' orders or awards and Uzbek courts have not had an opportunity to address this issue yet. while TIAC Rules make emergency arbitrator relief available to the parties, the Rules contain no express provisions on the enforcement of the emergency arbitrators' orders or awards, merely stating that 'the Parties undertake to comply with any such decision, interim order or an Award by the Emergency Arbitrator immediately and without any delay'. It should be noted, however, that ICA Law and EPC contain provisions on the enforcement of interim measures, which may be applicable per analogiam to emergency arbitrator's orders or awards.

43. Are there arbitral laws or arbitration institutional rules in your country providing for simplified or expedited procedures for claims under a certain value? Are they often used?

Neither DA Law, nor ICA Law provide for a simplified or expedited procedure for certain claims. However, according to TIAC Rules, article 35, any party may request the TIAC Secretariat that the arbitral proceedings be conducted on an expedited basis, where the amount in dispute is below USD 3 mln, or the parties expressly agree, or in case of exceptional urgency. At the time of writing, an expedited procedure under TIAC Rules has been seldom used.

44. Is diversity in the choice of arbitrators and counsel (e.g. gender, age, origin) actively promoted in your country? If so, how?

Yes. Both TIAC and ICAC (Uzbekistan) do actively promote gender, age and background diversity of arbitral tribunals formed under their respective rules. To wit, to deepen and diversify the pool of arbitrators for international and domestic cases, TIAC launched several initiatives, including, the TIAC Roster of Tribunal Secretaries, a young practitioners group – TIAC45, and the adoption of the TIAC Diversity Toolkit to be used by the TIAC Secretariat and the Court.

45. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?

No. However, it is worth noting that according to procedural codices, an award set aside at the seat cannot be enforced in Uzbekistan.

46. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving of corruption? Which party bears the burden of proving corruption?

No.

47. What measures, if any, have arbitral institutions in your country taken in response to the COVID-19 pandemic?

Despite the COVID-19 pandemic, both TIAC and ICAC (Uzbekistan) continued uninterrupted administration of the proceedings through the use of technology (eg, the meetings of the TIAC Court of Arbitration were conducted online; the parties and the arbitral tribunals were offered technical assistance in arranging and

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conducting ‘virtual’ hearings, etc.).

48. Have arbitral institutions in your country implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?

To make the proceedings more time- and cost-efficient, TIAC has partnered with Webnyaya and launched an IT platform that ‘automates the intake of the Requests for Arbitration and provides the parties with an end-to-end solution for managing their cases and conducting hearings’.

49. Have there been any recent developments in your jurisdiction with regard to disputes on climate change and/or human rights?

There have not been any developments in Uzbekistan with regards to disputes on climate change or human rights as such.

50. Do the courts in your jurisdiction consider international economic sanctions as part of their international public policy? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

Uzbek courts have not had an opportunity to decide on this issue yet.

51. Has your country implemented any rules or regulations regarding the use of artificial intelligence, generative artificial intelligence or large language models in the context of international arbitration?

No. However, such rules may be implemented in the foreseeable future, considering Uzbekistan’s regulatory focus on artificial intelligence and digitalization in general.

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