

Reflections on Several Issues Regarding the Chinese New Arbitration Law Amendments

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Abstract: As a vital ADR method for commercial dispute resolution, the 17th Session of the 14th National People's Congress Standing Committee voted on September 12 to adopt the revised Arbitration Law of the People's Republic of China. This revision enhances multiple arbitration systems, including: Expanding the scope of cases accepted by arbitration institutions; Establishing an arbitration venue system, clarifying that the arbitration venue shall serve as the basis for determining the applicable procedural law and the court with jurisdiction, unless otherwise agreed by the parties; Specifying that arbitration proceedings may be conducted online unless the parties expressly disagree; Introducing new provisions for interim relief in arbitration, pre-arbitration property and conduct preservation, and evidence preservation in arbitration; Clarifying the sequence for determining service methods: first by agreed method, then by arbitration rules; Added provisions allowing parties to choose institutional arbitration or ad hoc arbitration for foreign-related maritime disputes or foreign-related disputes arising from enterprises registered in free trade pilot zones, Hainan Free Trade Port, or other areas designated by the state; Additionally, it includes several other important provisions. This revision marks a new stage in the development of China's arbitration system.

Keywords: Jurisdiction; Arbitration venue; Online Arbitration; Interim Measures; Ad Hoc Arbitration

Introduction

To align China's arbitration institutions with international standards and narrow the legislative gap between China's Arbitration Law and the UNCITRAL Model Law on International Commercial Arbitration, In late 2018, the General Office of the CPC Central Committee and the General Office of the State Council issued the "Several Opinions on Improving the Arbitration System and Enhancing the Credibility of Arbitration." This document called for "accelerating the reform and innovation of the arbitration system, supporting the integration of arbitration into grassroots social governance, actively developing internet-based arbitration, and promoting industry collaboration and regionalized development of arbitration. It is necessary to serve the national strategy of comprehensive opening-up and development, enhance the international competitiveness of arbitration commissions, strengthen

international exchanges and cooperation, and deepen cooperation with arbitration institutions in Hong Kong, Macao, and Taiwan region.“ Against this backdrop, the revision of China's Arbitration Law has undergone three stages: First, the Ministry of Justice released the “Draft Amendment to the Arbitration Law of the People's Republic of China (for Soliciting Opinions)” in July 2021; Second, the “Draft Amendment to the Arbitration Law of the People's Republic of China” (First Reading Draft) released by the NPC in November 2024; Third, the “Draft Amendment to the Arbitration Law of the People's Republic of China (Second Reading Draft)” released by the NPC in April 2025. The final enacted Arbitration Law remains largely consistent with the Second Draft. This article will systematically analyze the core legislative revisions of the ultimately adopted Arbitration Law, offering affirmations and suggestions for improvement.

1. Determination of the seat of arbitration in foreign-related arbitration

1.1 Current revision content

Article 16 of China's 1994 Arbitration Law stipulates: An arbitration agreement includes an arbitration clause stipulated in a contract and an agreement requesting arbitration reached in other written forms before or after the occurrence of a dispute. An arbitration agreement shall contain the following elements: (1) an expression of intent to request arbitration; (2) the subject matter of arbitration; (3) the selected arbitration commission.

Drawing from the UNCITRAL Model Law on International Commercial Arbitration, the new Arbitration Law establishes the arbitration seat as the core basis for determining the applicable procedural law and jurisdiction. Article 81 of the revised Arbitration Law provides that parties may agree in writing on the arbitration seat. Unless otherwise agreed by the parties regarding the governing law of the arbitration proceedings, the place of arbitration shall serve as the basis for determining the governing law of the arbitration proceedings and the jurisdiction of the courts. The arbitral award shall be deemed to have been made at the place of arbitration. Where the parties have not agreed on the place of arbitration or their agreement is unclear, the place of arbitration shall be determined according to the arbitration rules agreed upon by the parties; where the arbitration rules do not provide for such determination, the arbitral tribunal shall determine the place of arbitration based on the circumstances of the case and in accordance with the principle of facilitating dispute resolution.

Article 87 encourages parties to international arbitration to select arbitration institutions in the People's Republic of China (including its Special Administrative Regions) and to agree to conduct arbitration in the People's Republic of China (including its Special Administrative Regions) as the place of arbitration.

This amendment establishes the following hierarchy for determining the place of arbitration: the parties' agreement takes precedence; where no agreement exists, the arbitration rules shall apply; and where the arbitration rules are also silent, the arbitral tribunal shall determine the place of arbitration based on the principle of facilitating dispute resolution.

1.2 Conflicts with the provisions of the law on the application of laws to foreign- related civil relations

The newly revised Arbitration Law stipulates that the place of arbitration shall serve as the basis for determining the applicable law of the arbitration proceedings and the jurisdiction of the competent court. The scope of “arbitration proceedings” and “competent court” requires consideration from the perspective of legal doctrine. Fundamentally, “arbitration proceedings” should encompass the determination of the governing law for the arbitration agreement. Thus, under the new Arbitration Law, the arbitration agreement should apply the law of the place of arbitration to establish its validity.

However, Article 18 of the Law of the People's Republic of China on the Application of Laws to Foreign-Related Civil Relations provides that parties may agree on the governing law for the arbitration agreement. Where no such agreement exists, the law of the seat of arbitration or the law of the place of arbitration shall apply. This provision clearly conflicts with the newly amended Arbitration Law, both of which are laws enacted by the Standing Committee of the National People's Congress. The fundamental principle for resolving such logical conflicts is that “special laws prevail over general laws,” provided both laws are enacted at the same time. Under this principle, the Arbitration Law constitutes a special law governing arbitration dispute resolution. Consequently, the latest amendments to the Arbitration Law should prevail in determining the applicable law for arbitration agreements.

1.3 The significance of the law of the place of arbitration

The law of the place of arbitration governs the arbitration proceedings. Theoretically, arbitration proceedings encompass all stages from the filing of the arbitration application to the issuance of the award. Generally, institutional arbitration proceedings can be divided into four phases: (1) the commencement phase, including the parties' arbitration application and the institution's acceptance of the application; (2) the phase from acceptance to the hearing; (3) the hearing phase; (4) The award stage. Consequently, various issues arising during arbitration proceedings—such as the composition and jurisdiction of the arbitral tribunal, interim measures, rules of evidence, and arbitral awards¹—shall all be governed by the law of the arbitration seat pursuant to this provision.

The seat of arbitration serves as the basis for determining the court with jurisdiction. From a semantic perspective, the court with jurisdiction over arbitration proceedings encompasses the court's determination of the validity of the arbitration agreement, the court's supervision of the arbitration proceedings, and the court's oversight of the arbitral award. Specifically, the court's determination of the validity of the arbitration agreement encompasses: litigation concerning the validity of the arbitration agreement accepted by the court before the commencement of arbitration proceedings; the court's supervision of the arbitration agreement after the commencement of arbitration proceedings; and the court's supervision of the arbitration agreement after the arbitral award is rendered. The law of the place of arbitration serves as the primary governing law for determining the validity of arbitration agreements, providing clear grounds for assessing, interpreting, and enforcing such agreements to ensure the solid foundation of the arbitration process's legitimacy. Court supervision of arbitration proceedings

¹ Zhao Xiuwen: International Commercial Arbitration Law, China Renmin University Press, 2007 edition.

includes appointing arbitrators or revoking their appointment in accordance with the law, as well as taking provisional preservation measures against the disputed subject matter. Court oversight of arbitral awards encompasses supervision of both domestic international commercial arbitral awards and foreign arbitral awards.

1.4 Determination of the place of arbitration

The new Arbitration Law does not explicitly define the concept of the place of arbitration. The internationally accepted notion of the place of arbitration extends beyond mere geographical location to encompass multiple legal institutional characteristics, forming the foundation for conducting arbitration. The place of arbitration is regarded as the location most closely connected to the arbitral proceedings, and regulating various procedural aspects under the laws of that place aligns with the parties' expectations. Referencing Article V(1)(a) of the New York Convention, which states that “an award may be refused recognition and enforcement if the arbitration agreement is null and void under the law chosen by the parties or under the law of the country where the award is sought to be enforced,” and Section 53 of the UK Arbitration Act 1996, which provides that The place of arbitration is the place where the award is made. Unless otherwise agreed by the parties, any award shall be deemed to have been made in England, Wales, or Northern Ireland if the place of arbitration is in those places, regardless of where the award was signed, transmitted, or served on the parties.”

China's shift from initially favoring the seat of the arbitral institution to adopting the seat of arbitration standard evolved through a series of judicial precedents. From the 2004 Supreme People's Court ruling recognizing an ICC arbitration award rendered in Hong Kong SAR as French in origin², to the 2010 case where French company DMT sought recognition and enforcement of an ICC award arbitrated in Singapore—which was treated as a Singaporean award—to the 2016 case involving U.S. EID Architecture seeking enforcement of a Hong Kong award, These developments progressively established the shift in determining the nationality of arbitral awards from the seat of the arbitral institution to the place of arbitration. For instance, in cases where parties choose Beijing as the place of arbitration at the Hong Kong International Arbitration Centre, under the previous standard based on the seat of the arbitral institution, recognition and enforcement of such awards would still require compliance with the “Notice on the Enforcement of Hong Kong Arbitral Awards in the Mainland.” Since judicial review practices have not adopted the arbitral venue as the general standard for determining the nationality of an award, introducing the arbitral venue system fundamentally resolves this issue.

However, international judicial practice distinguishes between the nominal and actual arbitral venues. Particularly with the advancement of AI, some arbitral awards are issued, dispatched, or served from different locations. AI poses significant challenges to determining the physical location of legal entities, while legislation inherently lags behind technological advancement. Therefore, how to address and clearly define discrepancies between the nominal and actual places of arbitration in future judicial practice requires further clarification based on evolving judicial precedents.

² See the Reply Letter of the Supreme People's Court Regarding the Request for Non-Enforcement of the Final Award No. 10334/AMW/BWD/TE of the International Chamber of Commerce Arbitration Court.

2. Establishment of the online arbitration system

2.1 Latest amendments

Since the 1990s, online dispute resolution mechanisms have gained momentum worldwide, with digital dispute resolution emerging as a global trend³. Subsequently, emerging technologies such as big data and artificial intelligence have profoundly reshaped the form, mechanisms, and principles of legal systems, sparking continuous discussions on cutting-edge issues like digital jurisprudence, AI judges, and the metaverse⁴. The digital transformation of dispute resolution is an inevitable trend, and arbitration, as a vital form of dispute resolution, is no exception. To align with international online arbitration systems, Article 11 of China's newly revised Arbitration Law stipulates that arbitration activities may be conducted online via information networks, unless the parties expressly disagree. Arbitration activities conducted online via information networks shall have the same legal effect as offline arbitration activities.

2.2 Issues with the newly revised provisions

The latest regulations fail to clarify whether “disagreement” requires consent from only one party or explicit consent from both. They also do not specify how the arbitration venue is determined for online arbitration. Since online arbitration relies on the internet, the venue cannot be confirmed based on the physical location of hearings. Whether the venue is established by agreement between the parties or determined by the arbitral tribunal or arbitration institution, it often differs from the actual location where proceedings take place. Under current commercial arbitration practice, the validity of arbitration agreements is typically assessed according to the laws of the jurisdiction where the arbitration seat is located⁵. However, in the online arbitration context, where proceedings occur in the virtual space of the internet and parties and arbitrators may be geographically dispersed, determining the arbitration seat becomes problematic.

Online arbitration agreements must also address formal and substantive validity, particularly the requirement for “written form” and the legal standing of electronic signatures, which raise disputes regarding the recognition of traditional signature validity. The inherent risks in applying electronic signatures have garnered widespread attention, necessitating practical and effective strategies to ensure the security, reliability, and confidentiality of information in online arbitration scenarios. This safeguards the smooth progression of arbitration proceedings and protects the integrity of their outcomes.

Online hearings also present challenges such as difficulties in admitting evidence, insufficient safeguards for parties' procedural rights, and enforcement difficulties for online arbitral awards. These are potential issues in online arbitration. If not explicitly addressed and safeguarded in arbitration legislation and practice, they could ultimately become significant factors leading courts to deem arbitral awards illegal or invalid. First, despite the widespread adoption of diverse electronic evidence types on digital platforms, judicial practice still faces challenges in conclusively verifying the authenticity of such evidence. Second, many parties, constrained by educational background or technological limitations, cannot participate in online hearings. Arbitral

³ Long Fei: “The Current Status and Future Prospects of China's Online Dispute Resolution Mechanism,” Legal Application, Issue 10, 2016.

⁴ Ma Changshan: “Theoretical Expressions of Digital Jurisprudence,” China Juris, Issue 3, 2022.

⁵ Qiao Xin, ed., Comparative Commercial Arbitration (Beijing: China Law Press, 2004), p. 140.

tribunals rendering decisions in an electronic format under such circumstances may indirectly impact or infringe upon the rights of the opposing party. As a specialized arbitration method, online arbitration should strengthen the protection of parties' procedural rights. Third, the current online arbitration system remains in its formative stage, with no unified and mature global regulatory framework established. This lack of clarity regarding the applicable law in the absence of a defined seat of arbitration ultimately leads to inconsistent acceptance of online arbitration awards within the international community and significant challenges and difficulties in their enforcement.

3. Revision of the interim measures system

3.1 Latest amendments

Arbitration interim measures refer to temporary relief granted by courts or arbitration tribunals prior to the issuance of an arbitral award. Their purpose is to protect the rights and interests of parties, facilitate the smooth progress of proceedings, and ensure the enforceability of awards.⁶ The current draft of the Arbitration Law explicitly defines the types of interim measures, including preservation of evidence, preservation of conduct, preservation of property, and other short-term measures deemed necessary by the arbitral tribunal. However, the final enacted Arbitration Law disperses provisions on interim measures across Chapter IV (Arbitration Procedure) Articles 39 and 58, and Chapter VII (Special Provisions on Foreign-Related Arbitration) Article 82. Article 39(1) adds that where a party's conduct or other circumstances may "cause other damages to the parties," a party may "request an order requiring a party to perform or refrain from performing certain acts." Where a party applies for preservation, "the people's court shall handle it in a timely manner in accordance with the law." Paragraph 2 of Article 39 adds: "Where circumstances are urgent, a party to the arbitration agreement may, prior to applying for arbitration, apply to the people's court for property preservation or request an order requiring the other party to perform or refrain from performing certain acts in accordance with the relevant provisions of the Civil Procedure Law of the People's Republic of China. Where a party applies for preservation, the people's court shall handle it in a timely manner in accordance with the law." Article 58, concerning evidence preservation in arbitration, adds the following provisions to the original text: "The people's court shall handle such applications in a timely manner in accordance with the law"; "In urgent circumstances, a party to an arbitration agreement may, prior to applying for arbitration, apply to the people's court for evidence preservation in accordance with the relevant provisions of the Civil Procedure Law of the People's Republic of China. Where a party applies for evidence preservation, the people's court shall handle such application in a timely manner in accordance with the law." The newly added Article 82, Paragraph 2 on ad hoc arbitration also clarifies that parties may apply for preservation in ad hoc arbitration: "Where a party applies for property preservation, evidence preservation, or requests that the other party be ordered to perform or refrain from performing certain acts, the arbitral tribunal shall submit the party's application to the people's court in accordance with the law, and the people's court shall handle it promptly in accordance with the law."

⁶ Cui Qifan: "A Study on Interim Measures Taken by International Investment Arbitration Tribunals to Interfere with Host State Criminal Proceedings," *Commercial Arbitration and Mediation*, No. 2, 2024, p. 47.

3.2 Issues with the newly revised provisions

Regarding the conditions and standards for issuing interim measures, international arbitration has developed “best practices.” Generally, conditions for issuing interim measures include *prima facie* jurisdiction, likelihood of success, urgency, necessity, and proportionality. However, no internationally uniform conditions or standards exist, and arbitral tribunals must still determine them based on specific circumstances in individual cases. Although the revised Arbitration Law provides relatively comprehensive provisions for typical forms of interim relief—property preservation, conduct preservation, and evidence preservation—as stipulated in Article 17.2 of the Model Law, it fails to address the relatively common “interim payment measures” in international arbitration. Interim payment measures refer to situations where a party may urgently require the arbitral tribunal to issue an interim payment order for part or all of the claimed amount. Furthermore, numerous scholars advocate that China's arbitration legislation and practice should recognize the tribunal's authority to issue orders for security for costs.

Regarding the allocation of authority to issue interim measures in international arbitration, the Model Law and the arbitration legislation of most countries adopt a concurrent authority model. Among the very few countries that previously adopted a model of exclusive court authority, some are now choosing a path of reform. For instance, Greece amended its Arbitration Act in 2023, adopting nearly all provisions of the 2006 Model Law while simultaneously abolishing its prior model of exclusive court authority.⁷ China's 2021 draft consultation paper established concurrent authority for arbitration institutions and courts to issue interim measures in arbitration. However, the 2024 draft revision removed the authority of arbitration institutions, retaining only the courts' power to issue interim measures in arbitration. Arbitral institutions' issuance of interim measures possesses inherent advantages—respecting party autonomy, deeper case familiarity, and preserving arbitration confidentiality—that cannot be fully replaced by court-issued measures. Moreover, international arbitral tribunals typically do not apply domestic civil procedure rules when issuing interim measures. For instance, the Model Law specifies conditions for tribunals to issue such measures, and international arbitration practice has gradually developed convergent standards for their issuance.⁸ Although arbitration commissions such as the China International Economic and Trade Arbitration Commission, Beijing Arbitration Commission, and Wuhan Arbitration Commission have sought to adopt interim measures through their arbitration rules—which generally provide that, upon request by a party, the arbitral tribunal may decide to take any interim measures it deems necessary or appropriate based on the applicable law or the parties' agreement—However, Article 81 of the newly revised Arbitration Law stipulates that “unless otherwise agreed by the parties on the applicable law of the arbitration proceedings, the place of arbitration shall be the basis for determining the applicable law of the arbitration proceedings and the jurisdiction of the courts.” The law does not explicitly clarify whether “arbitration proceedings” in this agreement should include “arbitration interim

⁷ Cui Qifan: “Improving China's System of Interim Measures in International Arbitration Against the Background of the Revised Arbitration Law,” published in *Commercial Arbitration and Mediation*, Issue 3, 2025.

⁸ Ali Yesilirmak, *Provisional Measures in International Commercial Arbitration*, Kluwer Law International, 2005, pp.170-189.

measures.” However, since arbitration interim measures constitute a type of measure within arbitration proceedings, it can be inferred that they should fall under arbitration proceedings. Therefore, the law governing arbitration interim measures should also be the law of the place of arbitration. If the law of the place of arbitration does not grant the arbitration institution the authority to issue arbitration interim measures, then if the arbitration institution issues such measures, it would be contrary to the spirit of the rule of law. Furthermore, interim measures in arbitration typically involve ordering a party to perform or refrain from performing certain acts, or imposing restrictions on a party's property. According to Article 11(5) and (10) of China's Legislation Law, coercive measures restricting personal freedom, penalties, litigation systems, and fundamental arbitration systems can only be established by law. Therefore, the authority of an arbitral tribunal to issue interim measures can only be explicitly authorized by China's Arbitration Law.

4. Clarification of arbitration document service methods

4.1 Latest amendments and issues with electronic service methods

Article 41 of the Arbitration Law stipulates that arbitration documents shall be served by reasonable means agreed upon by the parties; where the parties have not agreed or their agreement is unclear, service shall be conducted in accordance with the methods prescribed by the arbitration rules. This provision is a newly added clause based on the original Arbitration Law. Among the various service methods, paperless delivery—represented by email—is most prone to disputes. In practice, a common phenomenon arises: when a party finds itself at a disadvantage, it may deny receipt of specific documents or falsely claim a document was sent, attributing such issues to equipment malfunctions or network problems to evade responsibility. This poses a threat to the fairness and efficiency of arbitration proceedings. Furthermore, different arbitration institutions have varying requirements for the service of arbitration documents. It is essential to understand these requirements, serve documents accordingly, and retain proof of service. According to research, a significant proportion of cases seeking to set aside arbitral awards in China involve service issues, a trend also observed in applications to set aside foreign-related arbitral awards. Common questions include whether service to the address specified in the contract, the party's usual address, the registered address of the corporate entity, or via other electronic means would be deemed valid service.

4.2 Requirements of the duty to make reasonable efforts to serve

Take the 2019 Yancheng Hongmingda Textile case as an example. In this case, the arbitration award issued by the China International Economic and Trade Arbitration Commission in 2017 was ultimately set aside because the court found a “procedural error” in the service process. This set-aside award involved approximately RMB 20 million plus interest, with legal fees and arbitration costs totaling over RMB 500,000⁹. In this case, the court proposed serving the opposing party through the “most reasonable manner to reach the addressee.” The interpretation of “proper notice” under Article 5(1)(b) of the New York Convention, as outlined in its commentary, hinges on whether the party was aware of the arbitration proceedings, whether they substantially participated in the arbitration, and whether there was a reasonable expectation that the opposing party knew of the proceedings.

⁹ Case Regarding the Application by Yancheng Hongmingda Textile Co., Ltd. et al. to Set Aside an Arbitration Award, Civil Ruling (2017) Jing 04 Min Te 30 of the Fourth Intermediate People's Court of Beijing Municipality.

Fulfilling the duty of diligent service primarily involves three issues: First, failure to accurately determine the service address. Empirical research indicates that current practice often involves annulment or refusal of enforcement due to “incorrect or improper service addresses.”¹⁰ Determining the address for service often relies on the reasonable inquiries of the party responsible for service. Therefore, the assessment of service is fundamentally an evaluation of the duty to conduct reasonable inquiries. The duty of “reasonable inquiry” is the fundamental prerequisite for “deemed service” or “substitute service.” The reasonable inquiry into the address for service is a crucial criterion for distinguishing between actual service and the application of deemed service. Second, when the address is correct, failure to employ feasible mailing methods for service. As in the aforementioned Yancheng Hongmingda Textile case, the arbitral tribunal's insistence on using notarized service—specified in CIETAC Rules as “deemed service”—despite being informed by the post office of an alternative mailing method, clearly undermined the validity of the service. Finally, failure to allow sufficient time for service. In addition to documents such as the Notice of Arbitration and the Notice of Appointment of Arbitrator, certain documents like the Hearing Notice require the party responsible for service to allow a reasonable period during the service process. This ensures that the documents being served have the maximum possibility of reaching the recipient before the hearing.

5. Ad hoc arbitration in foreign-related disputes and related preservation measures

5.1 Latest amendments

Ad hoc arbitration represents the original form of arbitration, while institutional arbitration has developed continuously in China for over sixty years. Article 27 of China's Arbitration Law stipulates that the parties' selection of an arbitration institution is an essential condition for an arbitration agreement. Only in this year's revision of the Arbitration Law was ad hoc arbitration limited to the scope of foreign-related maritime disputes or foreign-related disputes arising between enterprises registered in free trade pilot zones, Hainan Free Trade Port, and other areas designated by the State Council, as provided in Article 82 of Chapter VII on Special Provisions for Foreign-Related Arbitration. Ad hoc arbitration involves establishing an arbitration body specifically for resolving disputes under a particular agreement, with relevant rules selected by the parties. This differs from institutional arbitration.

Article 82 of the revised Arbitration Law stipulates that for foreign-related maritime disputes or foreign-related disputes arising between enterprises registered in free trade pilot zones, Hainan Free Trade Port, or other areas designated by the approval of the State Council, the parties may opt for arbitration by an arbitration institution if they have agreed to arbitration in writing. Alternatively, they may choose to conduct arbitration in the People's Republic of China, with an arbitral tribunal composed of persons meeting the conditions prescribed by this Law and operating under agreed arbitration rules. Such tribunal shall file with the arbitration association within three working days after its constitution the names of the parties,

¹⁰ Zhang Chunliang, Huang Hui, and Xu Zhihua: *The Setting Aside of Foreign-Related Commercial Arbitration Awards in China: Mechanisms and Empirical Analysis*, China Law Press, 2019 edition, p. 159.

the place of arbitration, the composition of the tribunal, and the arbitration rules.

5.2 The significant importance of this revision

Ad hoc arbitration grants parties greater autonomy to freely agree upon all aspects of the arbitration process. For instance, parties may independently select arbitration procedures, rules, and arbitrators—choices that are often constrained by pre-established rules and procedures of arbitration institutions in traditional arbitration¹¹. Although the scope of application for ad hoc arbitration is significantly narrower than that of the Arbitration Law (Revised Draft), and the selection of arbitrators is restricted to those listed in the arbitration roster, with no explicit provisions for the interface between institutional and ad hoc arbitration or mechanisms to prevent excessive judicial interference in ad hoc arbitration, the establishment of this ad hoc arbitration system remains a significant achievement. It will inevitably strengthen China's voice in the international resolution of foreign maritime commercial disputes. Ad hoc arbitration holds an important and undeniable position in the global maritime arbitration field. The establishment of this system fills a gap in China's maritime arbitration framework and clears obstacles in the internationalization process of domestic maritime dispute resolution mechanisms.

6. Clarification of arbitration scope

6.1 Latest amendments

Article 93 of the newly amended Arbitration Law, under Chapter VIII Supplementary Provisions, clarifies the scope of the Arbitration Law's applicability. It specifies that labor dispute arbitration, rural land contract operation dispute arbitration, and sports arbitration shall be governed by the relevant provisions of the Labor Dispute Mediation and Arbitration Law, the Rural Land Contract Operation Dispute Mediation and Arbitration Law, and the Sports Law, respectively, and shall not be subject to the Arbitration Law. This amendment expands the original Article 77 of the Arbitration Law, which covered labor disputes and arbitration of agricultural contract disputes within agricultural collective economic organizations, to include sports arbitration. This amendment also responds to Article 3(2) of the Sports Arbitration Rules adopted by the General Administration of Sport of China on December 22, 2022, which states: “Disputes arbitrable under the Arbitration Law and labor disputes under the Labor Dispute Mediation and Arbitration Law shall not fall within the scope of sports arbitration.” Following the revision of the Arbitration Law, the scope of arbitration under both the Arbitration Law and the Sports Arbitration Rules remains consistent.

6.2 Significant implications of this revision

Article 94 stipulates that arbitration institutions and tribunals may handle international investment arbitration cases in accordance with the arbitration rules agreed upon by the disputing parties, based on the provisions of relevant international investment treaties and agreements concerning the submission of investment disputes to arbitration. This provision codifies existing judicial practices of arbitration institutions at the legislative level of the Arbitration Law. For instance, Article 2 of the China International Economic and Trade Arbitration Commission International Investment Dispute Arbitration Rules (Trial), formulated and implemented by the China

¹¹ Notice of the Supreme People's Court on the Implementation of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards to Which China Is a Party, <http://gongbao.court.gov.cn/Details/e4defa983a153b314590d73e5a0c60.html>, April 10, 1987.

International Economic and Trade Arbitration Commission and the China Chamber of International Commerce on October 1, 2017, stipulates: The China International Economic and Trade Arbitration Commission shall accept international investment disputes arising from contracts, treaties, laws, regulations, or other documents, where one party is an investor and the other party is a state or intergovernmental organization, any other institution, department, or entity authorized by the government or whose acts are attributable to the state (hereinafter collectively referred to as the “Government”), based on an arbitration agreement between the parties. This provision also recognizes the authority of Chinese arbitration institutions to hear investment disputes between investors and host country governments, thereby expanding the scope of arbitration services.

7. Conclusion

With the rise of the digital economy and the expansion of cross-border trade, issues such as outdated foreign-related rules, insufficient credibility, and procedural delays have hindered the advancement of China's arbitration rule of law. Revising the Arbitration Law has become an inevitable choice for promoting foreign-related rule of law and improving commercial dispute resolution mechanisms. The arbitration system is also a vital component of foreign-related rule of law. The Arbitration Law has achieved multiple breakthroughs in incorporating internationally recognized commercial arbitration rules, laying the foundation for China to establish itself as a hub for international arbitration and further advancing the development of China's international commercial arbitration centers.

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