# THE INTERNATIONAL ARBITRATION REVIEW

Ninth Edition

**Editor**
James H Carter

THE LAWREVIEWS

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# CONTENTS

# PREFACE

International arbitration is a fast-moving express train, with new awards and court decisions of significance somewhere in the world rushing past every week. Legislatures, too, constantly tinker with or entirely revamp arbitration statutes in one jurisdiction or another.

The international arbitration community has created a number of electronic and other publications that follow these developments regularly, requiring many more hours of reading from lawyers than was the case a few years ago.

Scholarly arbitration literature follows behind, at a more leisurely pace. However, there is a niche to be filled by an analytical review of what has occurred in each of the important arbitration jurisdictions during the past year, capturing recent developments but putting them in the context of the jurisdiction's legal arbitration structure and selecting the most important matters for comment. This volume, to which leading arbitration practitioners around the world have made valuable contributions, seeks to fill that space.

The arbitration world often debates whether relevant distinctions should be drawn between general international commercial arbitration and international investment arbitration, the procedures and subjects of which are similar but not identical. This volume seeks to provide current information on both of these precincts of international arbitration, treating important investor–state dispute developments in each jurisdiction as a separate but closely related topic.

I thank all of the contributors for their fine work in compiling this volume.

**James H Carter**
Wilmer Cutler Pickering Hale and Dorr LLP
New York
June 2018

**Chapter 12**

# COLOMBIA

*Ximena Zuleta, Paula Vejarano, Juan Camilo Fandiño, Daniel Jiménez Pastor, Álvaro Ramírez and Natalia Zuleta*[1]

## I INTRODUCTION

Arbitration in Colombia is regulated by Law 1563 of 2012, which provides Colombia with an unified arbitration statute after years of widely dispersed legislation that regulated the matter. A clear-cut distinction, however, is maintained between the rules concerning domestic arbitration and those that refer to international arbitration, which are contained in separate sections of the Law (Section 1 for domestic arbitration and Section 3 for international arbitration). For the latter, the Law reproduces, in general terms, the UNCITRAL Model Law, with a few amendments that were meant to adapt the arbitration regime to the particular needs of the country. Law 1563 can be found on the Colombian Senate's website.[2]

In Law 1563, arbitration is defined as an 'alternative dispute resolution mechanism by which the parties defer the solution of a disposable controversy or of those controversies authorised by law to arbitrators'. The Law recognises three types of arbitration according to the criteria used by the arbitrators to issue their decision: arbitration in law, arbitration in equity and technical arbitration.[3] These different kinds of arbitration are not defined in the current Law, but were defined in the previous arbitration regime, which stated that arbitration in law is that 'in which the arbitrators base their decision on the existing positive law'. Arbitration in equity is that 'in which the arbitrators decide according to common sense and equity'. Technical arbitration is that in which 'the arbitrators render their judgment on the basis of their specific knowledge in a particular science, art or occupation'. Law 1563 did not, in any way, alter the definition of each kind of arbitration. In the absence of an agreement of the parties on the matter, it is understood that the arbitration will be in law. Whenever the proceeding involves a state entity, in a controversy related to state contracts, including the economic consequences of administrative acts issued using exceptional powers, it is mandatory for the award to be rendered in law.[4]

The mention of the arbitrability of the economic consequences of administrative acts is a major addition to the Colombian arbitration regime, where the issue of arbitrability of administrative acts had been widely debated in the jurisprudence and certain statutes, but was not mentioned in the arbitration law itself. Additionally, by means of Decree 1069 of 2015, the Colombian government established that in every contract, especially in adhesion contracts, the parties are able to include an arbitration agreement in the form of an 'option',

1 Ximena Zuleta is a partner, Paula Vejarano is a senior associate and Juan Camilo Fandiño, Daniel Jiménez Pastor, Álvaro Ramírez and Natalia Zuleta are associates at Dentons Cárdenas & Cárdenas Abogados.

2 www.secretariasenado.gov.co/senado/basedoc/ley_1563_2012.html.

3 Article 1 of Law 1563.

4 Article 1 of Law 1563.

which has to be expressly accepted when the contract is being executed. According to the Decree, the conclusion of the contract by the parties does not entail the parties' consent to the arbitral agreement and thus, they have to state whether or not they accept the arbitration agreement in order for it to be valid.

From the point of view of the rules that govern arbitral proceedings, two kinds of arbitration may be performed in Colombia: independent or *ad hoc* arbitration and institutional arbitration. *Ad hoc* arbitration is governed by the rules chosen by the parties and is not administered by an arbitration centre. Institutional arbitration is governed by the rules of procedure issued by an arbitration centre and is administered by such centre. Arbitration involving public (government) entities must be regulated by the rules regarding institutional arbitration.[5]

International arbitration in Colombia is regulated in Section 3 of Law 1563, which substantially follows the UNCITRAL Model Law. The scope of the Law is established in Article 62, which provides that the articles of this section will govern international arbitrations without prejudice to any bilateral or multilateral treaties that are in force in Colombia. With the exception of seven of its articles, which will also apply when the seat of the arbitration is located outside of Colombia, the articles under Section 3 govern international arbitrations that are seated in Colombia. Under Law 1563, an arbitration is international in any of the following circumstances:[6]

*a* when the parties, at the time of the execution of the arbitration agreement, are domiciled in different states;

*b* when the place of performance of a substantial part of the obligations or the place with which the dispute has a closer link is situated outside the state in which the parties have their domicile; or

*c* when the dispute submitted to arbitration affects the interests of international trade.

After establishing the criteria for determining whether an arbitration is international, Law 1563 also sets out the specific regulations applicable to such arbitration, and expressly provides that instruments of international law, signed and ratified by Colombia, prevail over the rules contained in the Colombian General Code of Procedure regarding the recognition of the arbitral award. Colombia is a party to the following arbitration conventions:

*a* the Inter-American Convention on Extraterritorial Validity of Foreign Judgments and Arbitral Awards, approved by Law 16 of 1981;

*b* the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (New York Convention), approved by Law 39 of 1990;

*c* the Inter-American Convention on International Commercial Arbitration of 1975, approved by Law 44 of 1986; and

*d* the Convention on the Settlement of Investment Disputes between States and Nationals of other States, approved by Law 267 of 1996.

In the past few years, the Colombian Supreme Court has stated that the recognition and enforcement of arbitral awards cannot be denied based on national legal provisions that are less favourable than those provided in the New York Convention. Therefore, the recognition

5 Article 2 of Law 1563.

6 Article 62 of Law 1563.

and enforcement of arbitral awards in Colombia is not to be decided based on the *exequatur* proceeding contained in the Colombian General Code of Procedure, as these provisions are generally less favourable than those found in the New York Convention.

Furthermore, a 2013 ruling by the Colombian Supreme Court stated that the New York Convention is only to be applied as a residual set of provisions. In that particular case, an Ecuadorian company was seeking recognition and enforcement in Colombia of an arbitral award delivered by a tribunal seated in Guayaquil, Ecuador. The Supreme Court ruled that even though both Ecuador and Colombia were members of the New York Convention, since both states were also members of the Organization of American States, the applicable provisions were those contained in the Inter-American Convention on Extraterritorial Validity of Foreign Judgments and Arbitral Awards.

Law 1563 establishes several rules for international arbitration that differ substantially from those that govern domestic arbitration:

*a* the parties are free to agree on the rules that are applicable to the substance of the dispute;

*b* there is no requirement that, for international arbitrations in law, arbitrators be admitted to practice law;

*c* to represent a party, there is no need for the attorney to be able to practice law in the seat of the arbitration;

*d* there is no restriction to the way in which arbitrators may be designated by the parties;

*e* judicial intervention in international arbitrations is limited to those events expressly established in Law 1563; and

*f* with regard to interim measures, any measure issued by a domestic tribunal that is not specifically regulated by Colombian procedural laws requires the posting of security by the requesting party.

In the case of international arbitrations, the practice of interim measures or preliminary orders only requires the posting of security when the tribunal considers it necessary. It is important to bear in mind that Law 1563 provides that the parties may agree that the arbitral tribunal cannot order interim relief. Finally, the recourses that may be filed against the award differ significantly if the tribunal that rendered the award was domestic or international.

Annulment recourses filed against awards that have been issued by domestic tribunals are decided by the superior tribunal of the judicial district of the seat where the award was rendered. If the controversy involves a state entity or one that performs public functions, the competent authority is the Council of State. Revision recourses against awards rendered by domestic tribunals, or against judicial decisions that decide annulment recourses filed against domestic awards, are decided by the Civil Chamber of the Supreme Court or, in cases where the controversy involves a state entity, by the Council of State. Regarding international arbitration, on the other hand, Law 1563 determines that the competent authority to decide the annulment recourse is the Civil Chamber of the Supreme Court and, when a state entity is involved, it is the Council of State, as in domestic arbitrations. There is no revision recourse against awards that are rendered by international arbitration tribunals or against judicial decisions that decide the annulment recourse against them. In keeping with several arbitration regimes, Law 1563 also allows parties to an arbitration that is seated in Colombia to partially or completely waive the annulment recourse when all parties to the arbitration are domiciled outside Colombia. In these circumstances, the enforcement of the award in Colombia will require prior recognition of the award as if it was a foreign award.

The grounds for setting aside an award also differ greatly depending on whether the award is issued by a domestic or international tribunal. In the case of domestic tribunals, Article 41 of Law 1563 establishes the following nine grounds for setting aside an award:

*a* the non-existence, nullity or unenforceability of the arbitration agreement;
*b* the action is time-barred or there is a lack of jurisdiction;
*c* the tribunal was not duly integrated;
*d* the appellant was not legitimately represented in court, or was not duly notified This applies only if the defect was not alleged and amended during the proceedings;
*e* a piece of evidence duly requested was not ordered, or when ordered was not collected, as long as the defect was mentioned in the corresponding legal remedy filed against the tribunal's decision and the same was relevant to the ruling;
*f* the arbitral award or any addition, correction or clarification to it was issued after the expiration of the period fixed for the arbitration process;
*g* the award was issued in equity, when it should have been issued in law, as long as this circumstance appears evident in the award;
*h* the award contains contradictory statements, or mathematical or other errors in the part of the judgment or that may influence it, provided that these errors were exposed before to the tribunal; and
*i* the award ruled on issues that are not subject to the arbitrators' decision, when the arbitrator's grant more than what was claimed or when they fail to decide on issues that are subject to the arbitration.

Grounds (a), (b) and (c) may be invoked only if the appellant argued these defects when filing a motion to reconsider against the tribunal's decision during the arbitral proceeding. Ground (f) may not be invoked by the party that did not assert it before the tribunal prior to the expiration of the established term.

Grounds for annulment of an award rendered by an international tribunal seated in Colombia are essentially those contemplated in Article 34(2) of the UNCITRAL Model Law.

Colombian courts are also part of the arbitration system, in a limited way. They are involved in arbitration mainly through:

*a* appointing arbitrators when they are not appointed by the party or entity that is called to appoint them;
*b* deciding annulment recourses against awards;
*c* deciding revision recourses against awards or court decisions that decide an annulment recourse;
*d* deciding on the recognition of foreign awards as well as local international arbitration awards in which the parties agreed to waive the annulment recourse; and
*e* enforcing awards.

The Colombian court system is divided into three jurisdictions that have further sub-divisions: the ordinary jurisdiction, which is divided into civil, criminal and labour jurisdictions; the contentious-administrative jurisdiction, which adjudicates over matters related to the conduct of the entities that comprise the executive branch of the government and other analogous issues; and the constitutional jurisdiction.

The civil branch of the ordinary jurisdiction is divided into municipal civil courts, which act as trial courts for disputes not exceeding certain amounts, and circuit civil courts, which act as trial courts for disputes involving greater amounts and as appellate courts for

municipal civil courts. Superior tribunals act as appellate courts for circuit civil courts, while the Civil Chamber of the Colombian Supreme Court resolves cassation and revision recourses against rulings handed down by superior tribunals.

The contentious-administrative jurisdiction is divided into administrative courts, which are trial courts; administrative tribunals, which act as trial courts for some matters and as appellate courts for administrative courts; and the Council of State, which is the highest court in the country for administrative matters. The constitutional jurisdiction is composed of the Constitutional Court, which decides on the constitutionality of laws and certain decrees and rules on constitutional actions for the protection of fundamental rights (*acciones de tutela*); and the Council of State, which decides on the constitutionality of certain decrees. All Colombian courts act as part of the constitutional jurisdiction when they decide constitutional actions for the protection of fundamental rights.

Finally, it is important to note that arbitration tribunals in Colombia are subject to a constitutional action called *acción de tutela*.[7] This is a public action of constitutional status that requests the protection of a fundamental right. In arbitration cases, it is often invoked on the grounds of an alleged violation of due process in order to request the court to give an order to the arbitral tribunal to make procedural amendments. Additionally, the Constitutional Court has held that the constitutional action could be viable in certain cases against awards issued by arbitration panels, or against judicial decisions that decide upon the annulment recourse against arbitral awards, as explained below. On a few occasions, awards have been annulled by the Constitutional Court, but this is of rare occurrence.

Under this consideration, the Constitutional Court established the following as general grounds for the admissibility of the petition for constitutional protection against awards:

*a* the alleged violation under discussion is of evident constitutional significance;

*b* the petitioner has exhausted all means of judicial defence, except when filed to avoid irreparable harm;[8]

*c* the constitutional action is filed within a reasonable period from the moment that triggered the violation;[9]

*d* if it is a procedural irregularity, it shall be a determinant factor in the decision being challenged, seriously affecting the rights of the petitioner; and

7 Whether this includes international tribunals seated in Colombia is up for discussion, because Law 1563 specifically states that courts may not intervene in international arbitrations, except in matters that are specifically mentioned in Law 1563, which does not mention constitutional actions. However, constitutional actions take precedence over legal provisions such as Law 1563, so it is not clear how judges will react if an *acción de tutela* is brought against an international tribunal that is seated in Colombia. It is also hard to predict how the arbitration tribunal itself would react if it received an order from a *tutela* judge.

8 Constitutional Court Unification of Decisions Sentence SU-174 de 2007, 14 March 2007, Opinion of the Court delivered by Judge Manuel José Cepeda Espinosa with respect to the arbitration process in particular, the Constitutional Court has stated that, because of the nature of single instance and the restricted nature of the extraordinary recourse of annulment and revision, it is not always necessary to have previously attempted such recourses against the award, because they are not necessarily suitable for guaranteeing the fundamental rights of the parties. The Constitutional Court thus determined that the judge in each individual case must establish whether the defence mechanism available to the plaintiff is suitable to protect the fundamental right whose protection is being sought.

9 This requirement is called 'immediacy'.

*e* the plaintiff reasonably identifies the events that caused the infringement of the constitutional rights, which, if possible, should have been invoked during the proceeding.

As special grounds for granting the protection of a fundamental right violated by an award, the Constitutional Court has established the following:

*a* organic defect: when the panel that issued the challenged decision lacked the competence to do so;

*b* procedural defect: when the panel acted entirely outside of the established procedure, provided that the irregularity directly affected the outcome of the decision;

*c* factual defect: when the panel lacks evidentiary material, by act or omission, to support the decision;

*d* material defect: when the panel decides on the basis of unconstitutional or non-existent rules, or there is an obvious and gross contradiction between the rationale and the decision;

*e* induced error: when the panel was a victim of deception by third parties, and that deception led it to take a decision that affects fundamental rights;

*f* unmotivated decision: when the ruling does not include factual and legal considerations on which to base the decisions; and

*g* direct violation of the provisions of the Constitution.

Therefore, the plaintiff must prove each and every one of the procedural requirements above, as well as at least one of the special grounds that may be invoked for an award to be annulled. The great majority of acciones de tutela that are attempted against arbitration tribunals or the awards they render are unsuccessful.

With regard to international arbitration procedures, the intervention of the courts is expressly limited to the circumstances established in Law 1563 of 2012. These are:

*a* a request for precautionary measures before ordinary courts, a procedure that does not imply the waiver of the arbitration agreement;[10]

*b* when the parties have not agreed on the procedure for the appointment of the arbitrators, or when, having agreed on it, it is not followed, the arbitrators will be appointed by the competent authority unless otherwise stated in the agreement;[11]

*c* when the parties have not agreed on the procedure to challenge the arbitrator's appointment and the arbitration is not institutional, the competent authority will decide on the challenge;[12]

*d* when any of the parties request the competent authority to remove the arbitrator, in cases in which they have not agreed on the procedure to be followed when an arbitrator is legally or otherwise unable to perform his or her duties or fails to perform them within a reasonable time frame;[13]

*e* a request for execution before a competent authority of a precautionary measure ordered by the tribunal;[14]

10 Articles 71 and 90 of Law 1563.

11 Article 73 of Law 1563.

12 Article 76 of Law 1563.

13 Article 77 of Law 1563.

14 Article 88 of Law 1563.

*f* a request for the collaboration of the competent authority in the recollection of evidence;[15] and

*g* the recognition and enforcement of arbitral awards.[16]

Finally, with regard to arbitration centres, the main centre of arbitration in Colombia (by volume of cases handled annually and the amounts in dispute) is the Centre of Arbitration and Conciliation of the Chamber of Commerce of Bogotá. In 2017 it handled 376 cases, including both domestic and international arbitration, and rendered 110 awards. Another important arbitration centre is the Centre of Conciliation, Arbitration and Amicable Composition of the Chamber of Commerce of Medellin for Antioquia.[17] It is noteworthy that the Centre of Arbitration and Conciliation of the Chamber of Commerce of Bogotá issued a list of international arbitrators from which it appoints arbitrators for international proceedings. Moreover, on 24 June 2014, it issued a new set of rules for both domestic and international arbitration proceedings.

## II THE YEAR IN REVIEW

In the past year there have been several developments in arbitration that are worth mentioning, comprising rulings by the Supreme Court of Justice regarding the recognition and annulment of arbitral awards.

### i Arbitration developments in the local courts

***Supreme Court of Justice decisions***

*Decision rendered 18 April 2017*

The Supreme Court of Justice faced a request for annulment of an international arbitral award rendered by an arbitral tribunal constituted under the auspices of the Center for Conciliation, Arbitration and Amicable Composition of the Chamber of Commerce of Medellin (Colombia). The arbitral award solved disputes between the Geo Bauer Consortium and the CICE Consortium – constituted by two Mexican companies – with respect to a certain construction contract.

The companies that were party to the CICE Consortium requested the annulment of the arbitral award before the Supreme Court of Justice claiming, among other grounds for annulment, that the arbitral award was beyond the scope of the submission to arbitration due to a lack of congruence between the claims and the decision of the tribunal.

In that respect, the Supreme Court of Justice indicated that the ground for annulment of arbitral awards contemplated in Article 108(1)(c) of the Law 1563 of 2012, which is a verbatim adoption of Article 34(2)(iii) of the UNCITRAL Model Law, does not contemplate lack of congruence as a reason for the annulment of an arbitral award. Moreover, the Court indicated that the procedural principle of congruence is not considered as a standard of Colombia's 'international procedural public policy', and consequently cannot be argued under the public policy ground for annulment in international arbitration.

15 Article 100 of Law 1563.

16 Articles 111 and 116 of Law 1563.

17 www.camaramedellin.com.co.

*Decision rendered 12 July 2017*

Tampico Beverages Inc, a company incorporated in the United States, filed a request for the recognition of a foreign arbitral award rendered by an arbitral tribunal seated in Chile, which operated under the rules of the International Chamber of Commerce. In said award, the Colombian company Productos Naturales de la Sabana SA Alquería, was ordered to pay compensation to Tampico Beverages Inc for the unlawful merchandising of its products, under the licensing agreement they had entered into.

After hearing the respondent's arguments objecting to the recognition of the award, the Supreme Court of Justice issued a ruling whereby it recognised the foreign arbitral award. The Supreme Court considered that the arbitral tribunal had not rendered a decision that was contrary to the public policy of Colombia, as it was based on the principle of party autonomy and therefore the parties were free to determine that the contract they had executed was a licensing agreement and not a commercial agency agreement. As per the respondent's contention that it was deprived of its right to a fair hearing, the Court did not allow it to proceed, as it considered that the respondent had the opportunity to recuse the arbitrator that they believed was impartial but, nevertheless, refrained from doing so. Additionally, for the Court, the fact that the arbitrator pointed out that he had nothing to reveal regarding his independence from the parties could not be construed as an oversight of the rules of the arbitral procedure.

*Decision rendered 30 October 2017*

AAL Group Limited, a company incorporated in the British Virgin Islands, entered into five different contracts with the Colombian aviation company, Vertical de Aviación SAS. AAL Group initiated five arbitral proceedings under the rules of the London Court of International Arbitration, which were later consolidated by the arbitral tribunal in a single arbitration. The respondent failed to submit a defence and was absent throughout the proceedings, even after it was giving several chances by the tribunal.

On 28 July 2016, the Tribunal issued a final partial award, whereby the respondent was ordered to pay AAL the balance of the total sum payable under the five contracts, as registered in the last agreement they executed, which was named as the final agreement, and for additional fees and interests.

Consequently, AAL filed a request for the recognition of the foreign arbitral award, before Colombia's Supreme Court. As part of its response, Vertical de Aviación argued that the award relates to a dispute that is not provided in the arbitration agreement and that the arbitration procedure failed to adjust to the law of the country where the arbitration took place.

In this particular case, the Supreme Court recognised the award. The Court considered that the grounds for refusing the recognition of the award; particularly, that the award was related to a controversy that was not included in the arbitration agreement, did not correspond to those presented by the respondent, as the latter argued the inexistence of the arbitration agreement in the final agreement, instead of the aforesaid grounds. Therefore, the defence presented by the respondent failed to fit in any of the existing legal grounds for the refusal of an award. Furthermore, the Court stated that the issue of lack of competence of the arbitral tribunal due to the latter, could have been raised during the arbitral proceedings and therefore, the absence of allegations could imply the waiver to the right to object.

Finally, the Court pointed out that the legislator prioritised what is provided in the arbitral agreement regarding the composition of the tribunal and the arbitral procedure and, therefore, the application of the laws of the country in which the arbitration took place is subsidiary, as they will only be applied if parties failed to agree on the proceedings.

*Decision rendered 23 March 2018*

The Supreme Court also issued a ruling whereby it recognised an arbitral award issued by the Court of Arbitration of the Chamber of Industry and Commerce of Madrid, Spain, which declared the breach of a purchase agreement by the Colombian company Carboexpo CI Ltda and ordered it to return the sum received as payment to the buyer.

When the Court reviewed the request for recognition filed by the buyer, Innovation WorldWide DMCC, it found that the purchase agreement that was submitted to arbitration was arbitrable and that the award was not contrary to the public policy of Colombia, as the respondent appeared before the Court of Arbitration and submitted its defence.

**ii Investor–state disputes**

Colombia is a party to the following bilateral investment treaties and free trade agreements that call for the arbitration of investor–state disputes: effective bilateral investment treaties with Peru, Spain, Switzerland, the United Kingdom, China, Japan and India; and effective free trade agreements that include investment protection chapters with Chile, Canada, El Salvador, Guatemala, Honduras, Iceland, Liechtenstein, Mexico, Norway, Switzerland, the United States and the European Union.

As of 2018, foreign investors have filed requests for arbitration under the rules of the International Centre for Investment Disputes and UNCITRAL, seeking relief due to Colombia's alleged violation of its investment-related obligations in the relevant international investment agreements. The requests for arbitration that have been made public were served by mining companies Glencore, EcoOro Mineras Corp, and Tobie Mining and Cosigo Resources Ltd, and the telecommunications company Claro – America Móvil, Gran Colombia and Gas Natural Fenosa. These requests involve issues related to expropriation and to the breach of fair and equitable treatment due to the legal uncertainty generated by the state's actions.

In 2018, additional requests for arbitration regarding investment disputes were filed by foreign companies against the Colombian State, including the Spanish telecommunications company Telefónica, after its Colombian subsidiary lost a domestic arbitration against the Ministry of Information and Telecommunication Technologies and was ordered to pay US$1.5544 million. Another request for arbitration was filed earlier this year by Alberto, Felipe and Enrique Carrizosa, who lost a domestic claim against the Colombian State for the improper intervention of Granahorrar bank, based on the grounds that said intervention was never notified to the financial entity, and which Colombia's Constitutional Court deemed to be unnecessary, when it reviewed a constitutional claim regarding that matter Most recently, in April, the Canadian companies Galway Gold Inc and Red Eagle Exploration Limited filed requests for arbitration against Colombia before the International Centre for Investment Disputes.

## III OUTLOOK AND CONCLUSIONS

Almost six years after the enactment of Law 1563 of 2012, there has been a significant increase in both arbitration cases and judicial decisions implementing the rules governing domestic and international arbitration. In particular, Colombia is facing a new stage in the practice and understanding of international arbitration, mostly with regard to the application of the grounds for annulment and non-recognition of foreign and international arbitral awards, to which Colombian judges are assuming an increasingly pro-arbitration attitude.

Similarly, even though the possibility of bringing a constitutional action against arbitral awards has been a historical peculiarity of Colombian law, a new trend towards the reduction of its application and the protection of the integrity and independence of arbitration proceedings is taking place.

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Ximena is a partner in the firm's competition and antitrust, litigation and dispute resolution, arbitration and public law practice groups. She is consistently ranked as a leading lawyer by international legal directories. Her 20 years of experience includes roles on a range of major contentious situations, including litigation and domestic and international arbitration in connection with infrastructure projects, antitrust violations and public law. She benefits from an international education at Pace University and Harvard Law School (US), and from a period at the formerly leading disputes boutique firm Fernández de Soto & Asociados (formerly Fernando Londoño Abogados, 1997–2010).

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Paula Vejarano has been an associate in the firm since 2017 for the litigation group. She has over 10 years of professional experience in litigation and business law (contracts and commercial transactions). Her practice focuses on corporate counselling, national jurisdictional and arbitration litigation in areas including construction, commercial distribution of goods and services, infrastructure, corporate disputes and in general, complex commercial disputes.

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Daniel is an associate in the firm's litigation and dispute resolution group. He has over five years of professional experience in arbitration and judicial proceedings related to corporate law, competition law, torts, commercial contracts, and in general, conflicts derived from the business exercise. Daniel has counselled clients from different industries such as infrastructure, mining, pharmaceutics, oil and gas, retail, among others. He holds a law degree from Universidad Pontificia Bolivaria, and specialisation in commercial law from the Universidad Javeriana and an LLM in international business regulation, litigation and arbitration from New York University.

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