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The Role of the International Court of Arbitration in Resolving Trade Disputes

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Abstract

In recent years, with the implementation of the concept of international commercial arbitration and the increase of international trade disputes, international arbitration courts have become an effective way to resolve disputes. This paper explores the importance and function of the International Court of Arbitration and its role in handling international disputes and promoting the development of international law. The dissertation is divided into the following five parts: Chapter 1 presents the creation and background of the International Court of Arbitration and the basis of arbitration agreements and their validity. Chapter 2 analyzes the mechanisms of the dispute resolution process, including procedural fairness, flexibility, and legal binding and enforceability. Chapter 3 discusses the impact of the International Court of Arbitration on international trade relations, including the expeditiousness and efficiency of dispute resolution, the consistency and transparency of rules, respect for pluralistic legal systems, the improvement of investment climate and business confidence, and the strengthening of the principle of the rule of law. Chapter IV highlights the effectiveness of the ICA in providing fair and enforceable solutions, including independence and impartiality, professionalism, and enforcement and international collaboration. Chapter 5 discusses the impact of the International Court of Arbitration on international trade relations, including the expeditiousness and efficiency of dispute resolution, consistency of rules and transparency. This paper will provide a legal analysis of the role of the International Court of Arbitration in the settlement of trade disputes in light of practical cases.

Keywords: arbitration rules, arbitration institution, International Commercial Arbitration.

1. An Overview of the International Court of Arbitration

Arbitration, like litigation, is a long way to resolve conflicts and disputes, which can be traced back to the ancient Rome. The International Court of Arbitration is one of the institutions of the International Chamber of Commerce and is headquartered in Paris. It is one of the oldest and most influential international commercial arbitration institutions

in the world.

The International Court of Arbitration is an independent body focused on resolving international commercial disputes. It was created to provide businesses and organizations with an effective, efficient and reputable way to resolve cross-border business disputes. The International Court of Arbitration has formulated and implemented a set of arbitration rules to guide the arbitration process. These rules are often regarded as one of the standards of commercial arbitration, providing the parties with transparent, fair and efficient arbitration procedures.

Arbitration conducted under an international court of Arbitration is usually handled by an arbitration tribunal consisting of one or more arbitrators. Arbitrators are usually experts in the international commercial field and are selected to hear and adjudicate disputes independently. The rulings of the International Court of Arbitration are recognized and enforced worldwide. Under international conventions such as the New York Convention, the enforcement of the rulings is usually guaranteed, allowing the parties to pursue their rights on a global scale.

The international arbitration court handles various types of commercial disputes, involving multiple industries and regions. This makes it one of the preferred institutions for firms to resolve disputes in cross-border transactions and international investments.

1.1. Creation and background

The creation and context of the International Court of Arbitration dates back to the late 19th century when the international movement for the peaceful settlement of disputes, and the first Hague Peace Conference. It is an independent international judicial body, responsible for resolving various international disputes and disputes, making decisions in accordance with international law, and contributing to the maintenance of international peace and security.

The International Arbitration Law was established in 1899 and dates back to the international movement for the peaceful settlement of disputes in the late 19th century. Early pioneers of the movement included the Swiss Henry Dunan, who founded the International Committee of the Red Cross in 1864 and promoted the signing of the Geneva Conventions. These efforts laid the foundation for the peaceful settlement of international disputes and encouraged countries to resolve disputes through negotiation and mediation.

In 1899, the first Hague Peace Conference was held in The Hague, The Netherlands, to find a peaceful solution to wars and disputes. As part of the conference, the International Court of Arbitration was formally established and became an important outcome of the conference. The International Court of Arbitration, based in The Hague, is the first permanent international arbitration tribunal with a universal jurisdiction. Its establishment marked the formal establishment of the international arbitration system.

The International Court of Arbitration originally consists of state-appointed judges, and each member state may appoint up to four judges. Judges do not represent their country on the basis of their independence and neutrality. Their task is to adjudicate disputes under international law. As of 1 September 2023,193 countries were members of the International Court of Arbitration.

1.2. Base of arbitration agreement

An arbitration agreement is an agreement reached by the parties in a contract or in an independent agreement, which chooses to submit possible future disputes to arbitration rather than the court for settlement. If the parties agree to submit it to arbitration in accordance with the arbitration rules of the International Chamber of Commerce, they shall be deemed to be virtually willing to conduct arbitration in accordance with the arbitration rules in effect on the date of the arbitration, unless they have agreed to conduct arbitration in accordance with the arbitration rules in effect on the date of the arbitration agreement. The parties agree to conduct arbitration in accordance with the arbitration rules, that is, to accept the administration of the arbitration by the arbitration court.

To ensure the validity of the agreement, the arbitration agreement is usually required to be in writing. This can be a contract, a clause attached to the contract, or an independent arbitration agreement. The arbitration agreement clearly stipulates that the parties choose arbitration as the way of dispute settlement, rather than through court litigation. This is one of the core elements of the agreement. An arbitration agreement usually specifies how to select the members of the arbitral tribunal, which may include the appointment of a specific arbitrator, the selection of an arbitration

institution to appoint the arbitral tribunal, or other designated procedures. The agreement may clearly specify the applicable rules of arbitration procedures, such as the rules of specific arbitration bodies, or conduct arbitration under the rules of international organizations such as UNCITRAL.

As a special contract clause, the provisions of the arbitration agreement on the written form have also experienced a similar development process to the written provisions of the contract. In early theory and legal practice, arbitration agreement for the requirements of form elements is relatively strict, often adopt more strict, standard of written form, such as the British professor Redfem thinks that the arbitration agreement has the legal effect of excluding the jurisdiction of national judicial organs, belong to the parties highly reflect the autonomy, so must apply the specification, standard in writing, and not by the behavior to assume the existence of the meaning. This view is recognized by most scholars and legal practitioners. However, under the background of the opening of written contract, the written requirements of arbitration agreement are being gradually liberalized. From the New York Convention to the Model Law, and then to the British Arbitration Law, the new forms of arbitration agreement such as oral arbitration agreement and implied arbitration agreement have been gradually recognized, and the following will be elaborated in detail and in detail below.

2. Dispute Resolution Process Mechanism

International commercial arbitration as a kind of special international business dispute litigation system, in the 13th and 14th century, after the period of the early 19th century by the worldwide economic, political and ethical value, began its rapid growth and improvement, the international commercial arbitration began to comprehensive institutionalization and legislation after the century over one hundred years, the international commercial arbitration has become the most important means of dispute resolution, method and mechanism.

As Tibolwarad said, arbitration is a kind of dispute settlement mechanism, but soon after the birth of the court, the arbitration to resolve social disputes after the court in the historical development process of the human social conflict system, experienced brilliant arbitration system also faced the plight of decline, and history after repeated game, finally established the arbitration system in the field of international commercial dispute settlement indisputable advantage literally said, international commercial arbitration has almost become a kind of self-improvement system.

The speed and flexibility of dispute resolution by arbitration method conform to the pursuit of efficiency in international commercial activities, therefore, With the advent of international commercial activities, International commercial arbitration also naturally became the first choice for dispute resolution in medieval Europe, In order to resolve the disputes between each other, the commercial state gate has set up a purely folk commercial court since the end of the century, Countries around the world and many international commercial arbitration institutions gradually began to conduct international legislation on international commercial arbitration, To eliminate legislative differences between States and between arbitration bodies, Promoting the process of the world unified legislation of the international commercial arbitration system, International commercial arbitration has eventually become a sound and complex legal system for resolving transnational commercial disputes.

2.1. Procedural impartiality

The International arbitration Court is an alternative dispute resolution mechanism for resolving international disputes, and its procedural impartiality is a key aspect to ensure the fairness, impartiality and transparency of the arbitration process. The procedural fairness of the dispute resolution process mechanism of the International Arbitration Court is reflected in many aspects.

The selection of arbitrators is the first step in the procedure of the international arbitration tribunal. The impartiality of this process ensures that both parties to the dispute have confidence in the choice of the arbitrator. Usually, the arbitration rules stipulate the selection process of arbitrators, which may include joint selection by the parties or selection by the chairman of the arbitration tribunal to ensure impartiality and neutrality. The International Court of Arbitration treats the parties equally in the procedure, and each party has sufficient opportunity to present its own case, provide evidence, and refute the views raised by the other party. Equal treatment helps to avoid discrimination

or unfair treatment on one party.

The arbitration procedure is transparent, that is, the parties should have a clear understanding of the entire arbitration process. This could include public hearings, public instruments and rulings, etc. Transparency helps to maintain the fairness of the procedure and ensure that both the parties and other interested parties can understand the progress of the case and the reasons for the decision. And both parties have an equal opportunity to collect and present evidence. This enables the parties to investigate and provide relevant evidence, and to challenge the evidence provided by the other party, helping to ensure that the decision of the case is based on sufficient, fair, and reasonable evidence.

2.2. The flexibility

International court of dispute resolution mechanism has flexibility is one of its characteristics, embodied in program selection, process design, language use, rules of evidence and mediation mechanism, and other aspects, this flexibility helps to better adapt to different types of disputes, and make the dispute resolution process more efficient and in the interests of the parties.

The parties may choose the arbitration procedure according to their own needs, including the arbitration rules, the members of the arbitration tribunal, the arbitration venue, etc. This selectivity allows the dispute resolution procedures to be customized according to specific circumstances to meet the specific needs of the parties. Arbitration procedures are often more flexible than traditional proceedings. The parties may determine the specific procedures of the arbitration procedure through consultation, such as evidence submission and hearing arrangement, so as to better adapt to the characteristics of the dispute and the interests of the parties.

Compared with the proceedings, the international arbitration courts are usually more flexible in handling the rules of evidence. In international commercial arbitration, the continuous promotion of evidence disclosure and disclosure is the key to the effective development and promotion of arbitration procedures. The degree of disclosure of evidence by the parties in the arbitration process is the key to form the prediction of the arbitration award. In the commercial arbitration evidence procedure, the time period of submitting evidence materials is one of the most prominent uncertainty factors, because the arbitration parties can choose any time node to submit evidence materials after entering the arbitration procedure, which can easily lead to the occurrence of evidence raid phenomenon. The emergence of evidence raid will destroy the arbitration participants' prediction and control of the arbitration result, and even easily lead to a dramatic reversal of the verdict. Therefore, the too vague and flexible rules of evidence for international commercial arbitration will hinder the arbitration tribunal from making a fair award, and at the same time will hinder the parties' reasonable expectation of the arbitration award, and affect the predictability of the arbitration result on the whole.

2.3. Legal binding force and executive force

The legal binding force of the international arbitration court first originates from the arbitration agreement reached by the parties. Arbitration agreements are voluntarily reached by the parties, and they determine the authority of the arbitration court, the procedural rules and the legal binding force of the award. If one party breaches the arbitration agreement, the other party may seek legal relief, including requiring enforcement of the arbitral award.

The award of the international court of Arbitration also enjoy certain binding force in international law. For example, under the United Nations New York Convention, the signatories are obliged to recognize and enforce arbitration awards made in other signatories. This provides a certain degree of legal binding force for the international arbitration award.

However, the award of the international arbitration tribunal needs to be recognized and enforced by the state to be practical effect. Most countries recognize and enforce international arbitration awards under the provisions of the New York Convention, so the awards are legally binding in these countries. However, some countries may refuse to recognize and enforce the arbitral award under certain conditions, such as the award violates public policy or the fundamental rights of the parties. Although the international arbitration tribunal plays an important role in resolving international disputes, it is not omnipotent. Some disputes may be limited by the regional or sovereign nature, making the international arbitration awards not legally binding in specific fields or within countries.

3. Methods of Dealing with Common Problems in Trade Disputes

When dealing with trade disputes, international arbitration courts usually adopt a variety of ways to solve various common problems. Including procedural issues, evidence issues, legal application issues, timeliness issues. The effective use of these methods helps to resolve disputes and ensure fair and effective outcomes.

3.1. Procedural problems

The international arbitration court will handle trade disputes in accordance with international arbitration rules. These rules are usually formulated by international organizations, trade associations or specific international arbitration bodies to ensure the fair, effective and efficient resolution of disputes. In the handling of trade disputes, the international arbitration court will review the application to determine whether it has jurisdiction and decide whether to accept the case. This step usually involves a review of the documents and arguments submitted by the parties to determine meeting the admissibility criteria.

In most cases, the procedural law applicable to international commercial arbitration is the arbitration place law. The logic is that if the parties choose a place for arbitration, the law of the place will become the most closely related to the arbitration procedure; the parties choose a place as the arbitration place itself, also means that they are willing to accept the constraints of the arbitration law. Since the parties usually choose a neutral third country as the arbitration place, the procedural law applicable to the arbitration may be different from the substantive law applicable to the dispute.

It is precisely because of the significance of arbitration that the parties usually make an agreement in the arbitration agreement. According to the 2021 International Arbitration Survey, London, Singapore, Hong Kong, Paris and Geneva are the preferred arbitration places. The International Chamber of Commerce, Singapore International Arbitration Centre, Hong Kong International Arbitration Centre, London International Arbitration Centre and China International Economic and Trade Arbitration Commission were rated as the top five most favored arbitration institutions. The main reason is that the arbitration legal system in these places is relatively mature and friendly.

Of course, in practice, there is no lack of the parties did not agree on the arbitration place because of the lack of experience or unable to reach an agreement. The main arbitration rules also stipulate how to determine the arbitration place in this case. In principle, the right to choose will be awarded to the arbitration institution or the arbitration tribunal, but there are some differences in the specific mechanism. Many arbitration rules provide that the place of arbitration is the place of the arbitration institution, unless the arbitration rules of the Court of Arbitration in London (LCIA), HKIAC, SIAC and China International Economic and Trade Arbitration Commission (CIETAC) directly grant the right to the arbitration court or the arbitration court, such as Article 18 of the "arbitration place shall be determined by the arbitration court, unless otherwise agreed by the parties".

Besides the law of the place of the arbitration, the arbitration rules have made more detailed and specific provisions on the development of the arbitration procedures. For the problems in the arbitration procedure, when the law of the arbitration place and the arbitration rules applicable to the arbitration are inconsistent, which one should be applied first? This has something to do with whether the legal provisions of the place of arbitration are forcibly applicable. Generally speaking, the mandatory laws in the arbitration place have priority over the selected arbitration rules, while the selected arbitration rules have priority over the non-mandatory laws in the arbitration place.

3.2. Evidence issues

In litigation or arbitration proceedings, evidence generally refers to all materials submitted to the court or arbitration tribunal to prove or overturn a disputed matter or claim and can prove the true situation of the case. The judge or arbitrators are not the person of the facts of the case, so it is impossible to have an intuitive feeling of the facts of the case. Therefore, in the process of the trial, evidence plays a vital role in the identification of the facts of the case and the application of relevant laws. In international commercial arbitration procedures, a series of norms and related criteria concerning the types and effectiveness of normative evidence, collection, opening and presentation, review and evaluation can be collectively referred to as the evidence rules of international commercial arbitration. In the context

of international commercial arbitration, because the parties involved in the arbitration usually come from different countries and regions or even different legal systems, the evidence issue becomes a more complex and rich theoretical and practical issue.

Usually, the international commercial arbitration evidence problem as a part of a procedural law, in domestic procedural law, the arbitration law or evidence law, in Anglo-American law national judicial cases also constitute a part of arbitration law, at the same time in some domestic or international arbitration institutions of arbitration rules will be more detailed specific provisions. After more than two centuries of evolution and development of the theory and practice of international commercial arbitration, the evidence issues in the field of international commercial arbitration have been constantly collided and integrated, and some specific universally applicable evidence principles and rules have emerged. These specific principles and rules will be reflected in bilateral arbitration treaties or multilateral treaties, model laws and model rules of arbitration (e. g. in the Model Law on International Commercial Arbitration and the Model Rules on International Commercial Arbitration).

In the author's opinion, the evidence system of international commercial arbitration is a set of operation mechanism for evidence collection, evidence presentation, cross-examination and certification in international commercial arbitration activities. In terms of connotation, the international commercial arbitration evidence system should include the following specific contents: in the process of collecting evidence, the obligation of collecting evidence, the arbitration tribunal, the assistance of the court, the collection of material evidence, the witness and the witness, and the expert evidence; in the process of providing evidence, the standard of evidence, the type and effectiveness of evidence, and the rules of evidence acceptance. Of course, the above is only a list of some common and main problems in the evidence system of international commercial arbitration, and does not represent its full connotation.

3.3. Application of law

The same international commercial arbitration case usually involves the application of multinational laws, which is not only because the dispute itself contains transnational factors, but also the characteristics of the dispute resolution method of arbitration itself.

In the issue of the application of law, people often pay the most attention to the substantive application of law in dispute, that is, the issue of quasi-law, that is, under which the arbitration tribunal decides on the substantive issues involved in the dispute. Most disputes in international commercial arbitration are contract disputes. There are two main situations in which the contract law determines, one is that the parties make a choice of the contract law, and the other is no choice.

3.3.1. The parties choose the substantive law applicable to the dispute

International commercial contracts usually include choice-of-law clauses, such as the " This Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., except such laws as require the application of the laws of another jurisdiction."The laws and arbitration rules of all countries are based on the principle of autonomy of the parties, and the arbitration tribunal intends to fully respect the choice of the parties unless the choice violates mandatory law or public policy of the place of arbitration. Of course, there are different views on what is mandatory law and public policy, which will not be repeated here.

3.3.2. The parties have not choose the substantive law applicable to the dispute

The national laws and arbitration rules mostly stipulate that the parties shall not choose the substantive law of the international arbitration tribunal, which is determined. In the past, the arbitration tribunal usually determined the substantive law of the arbitration country, or directly applied the substantive law of the country where the arbitration is. However, this traditional practice has been abandoned, and now there are three main modes for countries to deal with this issue.

The first model is to specify the norms of the conflict of law (such as the principle of the closest connection) that the arbitration tribunal should apply in such cases. Switzerland, Germany, Italy and Japan all belong to this pattern. For example, Swiss private international law stipulates that the arbitral tribunal should make a decision on a dispute according to the legal rules of the parties, and if the parties do not choose, it shall follow the legal rules that are most

closely related to the case. China does not have similar provisions specifically on the application of substantive laws in international arbitration, but Article 41 of the Law on the Application of Laws in Foreign Civil Relations stipulates that " the parties may agree to choose the law applicable to the contract. If the parties have no choice, the law of the habitual residence of the party that best reflects the characteristics of the contract or the other laws most closely related to the contract shall apply."

The second model is to authorize the arbitration tribunal to apply the conflict of law norms that it considers appropriate to determine the law to be applied. UNCITRAL Model method and the UK are this model. UNCITRAL Article 28 of the Model Law stipulates that "the arbitration tribunal shall make a decision on the dispute in accordance with the legal rules chosen by the parties to apply to the disputed entity". "If the parties do not specify any applicable law, the arbitration tribunal shall apply the law determined by the conflict of law norms deemed applicable".

The third model is to authorize the arbitral tribunal to directly apply the substantive laws as they see fit, without applying any conflict of law norms. France, countries such as India and the Netherlands have adopted this model.

In this issue, the arbitration rules mostly adopt the third model. As stipulated in Article 21 of the Arbitration Rules of the International Court of Arbitration (ICC), " the parties have the right to freely agree on the legal rules that should be applied by the arbitration tribunal to handle the substantive issues of the case. If the parties do not agree on this, the arbitration tribunal shall decide to apply the rules of law as it considers appropriate ". Article 27 of the Arbitration Rules of Singapore International Arbitration Centre (SIAC) stipulates that "the arbitration tribunal shall apply the legal rules of law designated by the parties as the basis of the disputed entity; if the parties do not designated, the arbitration tribunal shall adopt the legal rules as it considers appropriate". UNCITRAL Arbitration rules in this respect have also made different provisions from the UNCITRAL model law, adopting the third model. A few arbitration rules adopt the first model, requiring the arbitral tribunal to apply the laws of the countries most closely related to the dispute, such as the Arbitration Rules of the German Court of Arbitration and the Swiss International Arbitration Rules.

3.4. Timeliness problem

The timeliness of the international arbitration court in handling trade disputes covers the setting of litigation procedures, the application of mediation mechanism, the reasonable arrangement of case management, and the clear provisions of the ruling period, aiming to ensure the timely settlement of disputes, safeguard the trade order and the rights and interests of the parties concerned.

International arbitration courts usually set clear procedures and time limits to ensure that disputes are resolved in a timely manner, including submission of applications, submission of evidence, and arrangement of hearings. The time limit helps to ensure that disputes do not delay too long and facilitate the timely settlement of all parties.

Some international arbitration courts provide rapid mediation or mediation procedures to resolve disputes as soon as possible. These procedures, usually beginning at the beginning of a dispute, aim to negotiate a mutually acceptable settlement and thus avoid lengthy proceedings. For some trade disputes that are particularly important or more influential, the International Court of Arbitration may prioritize these cases to ensure their timely resolution. This approach can help avoid long-term uncertainty and damage to the parties involved.

When dealing with trade disputes, international arbitration courts will take reasonable case management measures to improve efficiency and timeliness, including ensuring timely submission of evidence, effective arrangement of hearings, and reasonable trial arrangements. The international court of Arbitration usually sets a clear time limit in the award to be made within a certain period of time. This helps to guarantee the timeliness of the ruling and avoid the adverse effects of the delay.

4. Provide the Effectiveness of Equitable and Enabling Solutions

The effectiveness of the international arbitration Court in providing fair and enforceable solutions to trade disputes stems from its independence, impartiality, professionalism, the enforcement mechanism of adjudication and the support of international treaties and conventions, namely international collaboration. Together, these features and

mechanisms ensure the fairness, acceptability and enforceability of the solution, and help to maintain the trade order and the rights and interests of the parties concerned.

4.1. Independence and impartiality

The independence and impartiality of the international court of Arbitration in dealing with trade disputes are crucial, and these two principles are the cornerstone of ensuring a fair and just settlement of disputes.

The International Court of Arbitration shall be a legal body independent of the national government and economic interests. This means that the court's ruling is free from political interference, it can exercise its functions independently, and it is not influenced by external forces. The referees of the court are experienced, non-partisan, non-interested professionals. Their independence ensures that they can make objective, fair decisions based on the law and facts, without other pressure. The courts have sufficient financial independence not to be affected by the source of funding. This ensures that the courts can operate independently of the influence of external funds on their decisions.

The court treats the parties equally in handling trade disputes, without taking sides. This includes ensuring that parties have equal opportunity in the proceedings to present their case, present evidence and the right to a full hearing. The procedure of the court is transparent to ensure public hearings, publication of the reasons for the award, etc. Transparency helps to build trust and let all parties know the trial process and the reasons for the decision. The court's ruling should be based on a clear legal basis and be in accordance with the principles of international law. This helps to ensure the legitimacy and impartiality of the rulings.

In general, the independence and impartiality of the international courts of Arbitration are the key elements for safeguarding the international rule of law and promoting global trade. The adherence of these principles helps to ensure equitable and enforceable solutions to trade disputes, thus promoting economic cooperation and stability among countries.

4.2. Professionalism

The professionalism of international arbitration courts in handling trade disputes is the basis for ensuring a fair and enforceable solution. It guarantees the legal correctness of the court's ruling and enhances the trust of all parties to the ruling.

The arbitrators and judges of the International Arbitration Court have a high degree of professional quality and rich legal experience. They are usually experts in the field of international law, and they are familiar with the relevant international trade law, public international law, and the rules and procedures for resolving trade disputes. This allows them to accurately understand the case, apply the law, and make professional decisions.

Since international arbitration courts deal with trade disputes, their arbitrators and judges should also have deep expertise in the field of trade. This includes an understanding of international business practices, trade contracts, international transport of goods and other laws and practices. The reserve of expertise contributes to a better understanding of the substantive issues of disputes and thus more effective resolution.

The procedural rules formulated by the International Court of Arbitration are professional to ensure that the rights and interests of all parties can be fully protected in the handling of trade disputes and promote the prompt and fair resolution of cases. This includes the application of clear, explicit rules, and the flexibility to adapt them accordingly. The secretariat of the International Court of Arbitration is also professional in providing case support and management. The professional work of the secretariat helps to ensure that the arrangement of materials and procedures of the case can operate efficiently and provide full support for the arbitrators and judges.

In view of the continuous development and change in the field of international trade law, the arbitrators and judges of the international arbitration court need to update their legal knowledge through continuous learning. This includes participation in training, seminars, academic exchanges, etc., to maintain sensitivity to the latest developments in the field of trade law.

4.3. Executive power and international collaboration

Through enforcement and international cooperation, international arbitration courts ensure that their rulings are

both legally binding and widely recognized on the international stage. This provides a solid foundation for the fair settlement of trade disputes and promotes the cooperation and development of the international community in the field of trade.

The decisions of the International Court of Arbitration are generally upheld by the United Nations Convention on International Arbitration (the New York Convention). The Convention ensures the enforcement of arbitral awards worldwide. States that have signed the New York Convention agree to recognize and enforce arbitral awards on their territory, thereby ensuring that the award can be enforced.

The ruling of the international arbitration Court are based on international law, and the compliance and respect of international law is crucial to maintaining the international order. Shared trust among countries in the international rule of law helps to ensure that arbitral awards can be implemented globally. International arbitration courts usually work closely with the multilateral trading system (such as the World Trade Organization). Coordination with these agencies helps to ensure that the rulings are consistent with international trade rules, thus enhancing their enforcement.

When handling trade disputes, international arbitration courts often need to cooperate with national governments, international organizations, and trade agreements. Through international cooperation, the courts can obtain more information, have a more comprehensive understanding of the background and details of the disputes, and help to make more objective and comprehensive decisions. Trade disputes often involve the interests and disputes between many countries. International arbitration courts need to use international cooperation to ensure that all parties are treated equally and fairly in the process of dispute settlement, and to promote multinational cooperation and coordination.

The International Arbitration Court cooperates with other international arbitration institutions to jointly formulate and promote the development of international arbitration rules. This helps to establish a unified arbitration standard and improve the consistency between different arbitration awards, thus promoting the stable and sustainable development of international trade.

5. Impact on the Predictability and Stability of International Trade Relations

The role of the international arbitration court in dealing with trade disputes has an important impact on improving the predictability and stability of international trade relations. By establishing unified standards for the application of law, maintaining legal order and effectively resolving disputes, the courts help to reduce trade frictions and uncertainties, and promote the sustainable development and stability of international trade relations. However, Icourts may have some negative effects in handling trade disputes, which, although relatively few, still deserve attention and discussion.

5.1. Fairness and efficiency of dispute settlement

International commercial arbitration, with its high efficiency different from foreign-related litigation, attracts cross-border commercial subjects to submit their disputes to the arbitration tribunal, and wins the trust of the arbitration parties with its core value of pursuing justice. However, there is a natural conflict between justice and efficiency. On the one hand, in order to pursue justice, the arbitral tribunal must use the rules of evidence to determine the facts of the case; on the other hand, for the efficiency of the arbitration, the tribunal should decide as quickly as possible, and determine the evidence as efficiently and quickly as possible to determine the dispute. Therefore, the evidence rules of international commercial arbitration have to face the game and balance between efficiency and justice.

Efficiency, the rules of evidence law under the premise of given the basic framework, let the parties can according to their most urgent need to flexible design of arbitration procedure, meet the specific case of the parties to the needs of different values, can avoid the parties malicious delay the arbitration procedure, as the parties discuss the case evidence rules of the starting point, in order to shorten the consultation time, the purpose of progress, objectively promote the efficiency of the arbitration procedure. In terms of fairness, under the conflict of interest and legal culture between the parties to international commercial arbitration, it is easy for the parties to arouse the suspicion of the

fairness of the procedure, whether at the discretion of the evidence law or at the discretion of the arbitration tribunal. Therefore, the evidence soft evidence law not only emphasizes the characteristics of ensuring the efficiency and convenience of international commercial arbitration, but also pays attention to further strengthening the fairness of international commercial arbitration. The soft evidence law of international commercial arbitration highlights its guarantee of efficiency and convenience in the following aspects. For example, article 9, paragraph 2 of the IBA Forensics Rules exclevidence under certain circumstances or evidence with certain characteristics from the arbitration tribunal. It can be seen accordingly that the IBA Forensics Rules stipulate the specific reasons for the parties to refuse to submit evidence, which is a positive attempt to improve the efficiency of the arbitration procedure. For another example, the Notes on the Arrangement of Arbitration Procedures suggest that the arbitration tribunal take into consideration the decision on whether to hold a hearing, the oral arguments between the parties and whether the witnesses should have a general time limit. Many of the Provisions on the Arrangement of Arbitration Procedures and the IBA Evidence Collection Rules can be regarded as institutional guarantees to ensure that the arbitration tribunal improves the efficiency of the procedure under the premise of making a fair award.

The fairness and efficiency of dispute settlement help to avoid the expansion of disputes and reduce the uncertainty and risks caused by disputes. By resolving disputes in a timely manner, international arbitration courts can help stabilize trade relations and prevent disputes from having negative effects on trust and cooperation among trading partners. It also helps to strengthen the legal environment in the field of international trade. When trade participants are aware that disputes can be resolved in a short period of time and the ruling can be carried out effectively, they are more motivated to comply with international trade regulations, thus promoting the stability of trade relations.

5.2. Conformity and transparency of the rules

The consistency and transparency of the rules of the international arbitration courts in handling trade disputes can help to improve the predictability and stability of international trade relations, and provide a fair, transparent and reliable dispute settlement mechanism for trade participants. It will help to enhance the international business environment and promote economic cooperation and development.

By setting consistent rules and procedures, the international arbitration courts provide a more stable and predictable dispute settlement environment for trade participants. Rules of consistency ensure the consistent treatment of similar disputes, reducing legal uncertainty, and making it easier for trade players to predict the outcome of dispute settlement.

The rule of consistency helps to ensure impartiality in the treatment of the parties in different disputes. Such consistency helps to prevent different decisions on similar situations, thereby enhancing fairness and a sense of justice in international trade relations. The rulemaking and procedures of the International Court of Arbitration are often transparent, which means that the process of dispute resolution is clearly visible to all parties. Transparency helps to ensure that trade participants understand the entire process of dispute resolution, including evidence collection, hearing and adjudication, thereby increasing the credibility and reliability of dispute resolution.

Rules of consistency and transparency help reduce the risk of disputes. Trade participants' understanding the rules and procedures of international arbitration courts can better circumvent potential disputes, thus reducing the negative impact of disputes on trade relations. It will help to make trade players more compliant. Because the parties understand the standards and procedures for dispute settlement, they are more motivated to follow the rules in trade activities, thus reducing the occurrence of disputes and establishing the credibility of the international arbitration court. When trade participants believe that the dispute settlement mechanism is fair, consistent and transparent, they prefer to settle disputes through arbitration, thus enhancing the reliability and stability of the international trading system.

5.3. Respect for the diverse legal system

The respect of the international arbitration court for the diverse legal system helps to uphold the rule of law and promote cooperation in the settlement of international trade disputes, improve the effectiveness and predictability of dispute settlement, and thus make positive contributions to the stability of international trade relations.

Multiple legal systems mean that different countries have unique legal systems and cultural traditions. By re-

specting this diversity, the international arbitration Court ensures that national legal systems and cultural differences are fully taken into account in resolving trade disputes, which helps to safeguard national sovereignty and promote inclusiveness in international law. International arbitration courts respect diverse legal systems to promote mutual recognition of laws in different countries. By considering the characteristics of the national legal systems, arbitral awards are more likely to be recognized and implemented by various countries, thus improving the effectiveness of dispute settlement.

Respecting multiple legal systems can reduce the uncertainty caused by conflicts of law. By considering multiple legal systems in its rules and rulings, the international arbitration court helps to establish a more unified and coordinated legal framework and reduce the legal risks faced by trade entities when they operate between different countries. It has also played a huge role in upholding the rule of law in international trade. By fully respecting the legal systems of various countries, the arbitration mechanism can better ensure that the settlement of trade disputes complies with international law, thus maintaining the legal nature of the entire international trading system.

Respect for diverse legal systems facilitates a cooperative and consultative approach in resolving disputes. The respectful attitude of the international arbitration court encourages trade participants to be more open and cooperative in the dispute settlement process, thus helping to build a relationship of mutual trust and promote the adaptability of international law to enable them to better meet the legal needs of different countries and regions. This helps to establish a more flexible and adaptable international legal framework, which is conducive to the development and stability of international trade relations.

5.4. Improve the investment environment and business confidence

The improvement of the investment environment and business confidence in the handling of trade disputes has a positive impact on the predictability and stability of international trade relations. It will not only help attract more investment, improve the investment environment and reduce business risks, but also promote cooperation and sustainable development among countries, thus enhancing the stability and predictability of the international trading system.

As an independent and neutral dispute settlement body, the international Arbitration Court can provide investors with a fair and efficient dispute settlement mechanism. When investors know that they can rely on international arbitration courts to defend their rights in international trade disputes, they are more willing to make cross-border investments, which helps to enhance investors' confidence in international trade relations. A stable and predictable international trade dispute settlement mechanism can help improve the international investment environment. Investors will be more willing to invest in countries with a sound rule of law and an arbitration system, because they know that they can rely on international arbitration courts to resolve disputes without fear of political or other uncertainties.

The existence and effectiveness of international arbitration courts reduce the commercial risk of cross-border trade and investment. When carrying out international trade activities, enterprises will face various risks, including contract performance risks, and political risks. There is a reliable arbitration mechanism that can help enterprises to reduce these risks and increase their enthusiasm to explore and invest in the international market. The existence of the international arbitration court encourages all parties to adopt a cooperative attitude to resolving trade disputes rather than through hostile means. This will help to establish a long-term and stable trade relationship and promote the cooperation and sustainable development among various countries.

The effective operation of the international arbitration court helps to strengthen the stability of the international trading system. When trade disputes are resolved in a fair and timely manner, it is easier for all parties to reach consensus, maintain the authority and credibility of international trade rules, and thus promote the stability and development of the international trade system.

5.5. New disputes and the risk of politicization

The new forms of disputes and the risk of politicization pose new challenges to the effectiveness and impartiality of international arbitration courts in handling trade disputes, which may affect the predictability and stability of international trade relations. Therefore, the international community needs to strive to strengthening the adaptability of the international arbitration courts and maintaining their independence and neutrality so as to ensure the effective settlement of trade disputes and promote the stability and predictability of the international trading system.

When new forms of disputes emerge or disputes are complex, international arbitration courts may face greater uncertainty. Emerging business models, technological changes, or transnational legal and business issues may lead the courts to face unprecedented cases, which may be more difficult to resolve, thus affecting the predictability of international trade relations. Some international trade disputes may be affected by politicization, where national governments may incorporate political considerations into the decision-making process in international disputes. This may lead to the international arbitration court facing pressure between political wrangling and national interests, making its judgment no longer based on jurisprudence, but may be subject to political intervention, damaging the neutrality and impartiality of dispute settlement.

New forms of controversy and risks of politicization may lead to challenges in cooperation among participants in international trade. If the parties question the neutrality and resolving ability of the international arbitration court, they may be more inclined to adopt a unilateral approach to resolve disputes rather than through a cooperative international arbitration mechanism, which may aggravate the disputes and weaken the stability of international trade relations. Faced with new forms of dispute, ICC may need to adapt to new legal and business practices to ensure the effectiveness of the solution. However, the lag of the law and the insufficient innovation capacity of the institutions may lead to the emergence of legal loopholes and defects, which may make the international trade relations more unstable.

When the dispute settlement process is affected by the risk of politicization, investors may question the effectiveness and impartiality of the international arbitration court. This could lead to lower investor confidence in the international trading environment, slowing down cross-border investment and affecting the stability of international trade.

6. Conclusions

This paper discusses the role of international arbitration courts in resolving trade disputes from five levels. In order to better promote the practice of international commercial arbitration, the author gives several suggestions: First, the ADR (Alternative Dispute Resolution) clause in the contract should be actively promoted, and the parties should be encouraged to adopt arbitration method to solve disputes in the contract. In this way, the cost and time of dispute settlement can be effectively reduced, and the smooth progress of international commercial transactions can be promoted. Second, we should pay attention to the efficiency and fairness of the arbitration procedures. In the arbitration procedure, it should be ensured that the procedure is concise, efficient and fast, and the fair treatment of the parties should be guaranteed, and the improper behavior such as discrimination should be avoided. Third, we should pay attention to the effectiveness and public nature of the arbitration judgment. In the arbitration judgment, the rationality and fairness of the judgment should be ensured, and the uncertainty of the judgment result should be avoided, so as to enhance the credibility of the arbitration institutions and promote the development of the arbitration system. The three-point proposal aims to promote the development of international commercial arbitration practice, provide a more fair, efficient and reliable dispute settlement mechanism for the parties, and give better play to the positive role of international arbitration courts in resolving trade disputes, so as to promote the prosperity and development of international commercial transactions.

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