

# **An Introduction to the Japan Commercial Arbitration Association and JCAA Arbitration Rules**

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**Abstract.** This article makes an introduction to the history and the new development of the commercial arbitration system in Japan. Japanese commercial arbitration system was originated in 1878 and now it is organized by the Japan Commercial Arbitration Association, in short JCAA, under JCAA arbitration rules to resolve commercial disputes independent of civil litigations in Japan. The JCAA arbitration proceedings include arbitration agreement, application for arbitration, selection of arbitrators and composition of an arbitration tribunal, opening and hearing of arbitration, closing, reopening and termination of arbitral proceedings, and making an arbitral ruling. An arbitration award has the final binding upon the parties. A party who seeks enforcement based on the arbitral ruling may apply to a court for an enforceable decision, and under some circumstances also may apply to the court in a foreign jurisdiction when the arbitral ruling needs to be implemented abroad. At present, provisions in the Japanese Arbitration Law and JCAA Arbitration Rules cover arbitral proceedings, without dealing with conflicts between Japanese arbitral rulings, enforced abroad, and local laws and rulings, which is a topic of further improvements of JCAA.

**Keywords:** Japanese arbitration system, JCAA, arbitration tribunal, enforcement of arbitral rulings.

## **1. History of Japanese Arbitration System and JCAA**

Japanese commercial arbitration system had been originated since 1878, when the Japan Chamber of Commerce and Industry first listed “arbitration of dispute” as one of its practice areas, and it was regarded as the beginning of Japanese arbitration system. In 1890, Japan codified the provisions on arbitration into the civil procedure law, following the 1877 German civil procedure law. “Notification process and arbitration procedure law” was still remained as a part in Japanese civil procedure code when it came out in 1988. The Arbitration Law was finally promulgated in 2003 and came into force on March 1, 2004. The new law is independent from the civil procedure law and provides a self-contained comprehensive arbitration system. Nowadays, arbitration plays an important role as a manner for settling disputes in Japan. According to JCAA, arbitral rulings either within Japan or in a foreign jurisdiction shall be considered as final and conclusive and the enforceability is recognized according to the Arbitration Law. On the other hand, Japan also has bilateral treaties with 14 countries and these treaties guarantee the enforcement in other treaty countries of arbitral rulings rendered in Japan. By which means, the enforceability of arbitral rulings shall be guaranteed under bilateral treaties, though there has been no case of denial execution of foreign arbitral rulings by any Japanese court.

In terms of different types of objects, a large number of arbitration organizations have been set up in various industries in Japan. Among them the Japan Commercial Arbitration Association (hereafter referred to as “JCAA”) is the largest arbitration organization with the largest number of members. It is the only one that has the authority to deal with international disputes (except maritime disputes). After World War II, great changes took place in Japanese political, economic system and other dimensions of the society. In order to provide supports to settle disputes of commerce and promote order in international trade, which is also in benefits of Japanese economy development, on March 14, 1950, International Commercial Arbitration Committee, the former of JCAA, was established under the Japan Chamber of Commerce and Industry, with supports of many mega Japanese organizations including the Japan Foreign Trade Council, the Japan Federation of Economic Organizations and the Federation of Banking Associations of Japan. In 1953, in connection with then

recognized international trade management mechanism, International Commercial Arbitration Committee had been restructured into a corporate structure, renamed as International Commercial Arbitration Association. Thus, ICAA had been separated from Japanese government and became independent from Japan Chamber of Commerce and Industry. Since January 1, 2003, the name “International Commercial Arbitration Association” was changed into “Japan Commercial Arbitration Association (JCAA)”. Later, in order to comply with reform in juridical person of public welfare in Japan, it was changed to “JCAA (general incorporated association)” in 2009 [1]. In addition to its headquarters in Tokyo, JCAA sets offices in Osaka, Kobe, Nagoya and Yokohama. With purpose of promoting the coordinated development of international commercial arbitration mechanism, JCAA signs cooperation agreement with about 50 foreign arbitration bodies including IBA Arbitration Committee, China International Economic and Trade Arbitration Commission (also known as CIETAC) and various local international arbitration centers. It aims to incorporate mutual arbitration clause into agreement to arbitration clause incorporated into the agreement together, set up mutual aid in terms of selection of arbitrators and arbitration tribunals and improve the status of the JCAA [2].

At present, JCAA is a dispute resolution institution outside civil litigation recognized by the Minister of Justice of Japan based on ADR law. Its main practical areas include three aspects. First, solving domestic and international commercial disputes through arbitration, mediation and mediation [3]. Second, providing members with international trade information and advisory services. Third, extending and put enforceable the ATA Carnets-official forms for customs clearance according to the ATA Convention on short-term permission of merchandise from imports and for exports [4]. The ruling of the JCAA is mainly based on the JCAA Commercial Arbitration Rules (hereafter referred to as “JCAA Arbitration Rules”), regulations, law and the United Nations Commission on International Trade Law (also known as “UNCITRAL”), both amended and effective on January 1, 2019. It also cites from the Convention on the Recognition and Enforcement of Foreign Arbitral rulings and the Arbitration Law. At home most of translation and research of JCAA commercial arbitration rules is based on version released in 2008. This article will analyze JCAA Commercial Arbitration Rules, the version which was amended in 2019, aiming to provide an overview of JCAA’s arbitration system, and the latest information for the study of the Japanese commercial arbitration system.

## **2. Japanese Arbitral Proceedings**

### **2.1 Arbitration Convention and Agreement.**

Arbitration agreement is the prerequisite for parties to settle disputes through arbitration procedure. JCAA clearly states that upon agreement by the parties to settle disputes by arbitration (hereinafter referred to as “arbitration agreement”), it would be better for the parties to express the following clause in their arbitration agreement. By its meaning, any disputes, controversies or differences about clauses of this contract and supplement papers of this contract shall be subject to final settlement by arbitration according to the UNCITRAL Arbitration Rules, Administrative Rules for UNCITRAL arbitration, Commercial Arbitration Rules of JCAA, and the location of arbitration to be arisen shall be [defined] city in [defined] country. If each party has not set arbitration clauses in the agreement or contract by putting up the contract, and mutual agreement on arbitration is reached after the dispute happened, parties are entitled to conclude an “arbitration trust agreement” to submit the dispute for arbitration and to initiate the procedure.

When the parties reach an arbitration agreement, all contents in JCAA Arbitration Rules automatically become the content they mutually agree. By consenting the arbitration tribunal, the agreement related parties may also alter the application of some provisions of JCAA Arbitration Rules. Under some circumstances, JCAA accepts Interactive Arbitration Rules or UNCITRAL Arbitration Rules as the arbitration rule according to the parties’ arbitration agreement.

When it comes to interpret JCAA Arbitration Rules, although the authentic texts of the Rules are Japanese and English, once inconsistency or disputes arisen from different version of languages, the

version in Japanese shall prevail. In the event of any difference as to interpreting the JCAA Arbitration Rules, the final explanation by JCAA shall be binding and final [5].

## **2.2 Application for Arbitration.**

Parties' application to the JCAA is the beginning of the arbitration process. In order to imitate the proceedings of arbitration, the applicant must file and submit in writing to JCAA for the request of arbitration (the "Request for Arbitration") which include the following (not limited to): the formal request that the mentioned dispute to arbitration according to JCAA arbitration rules; all relative agreement that this arbitration shall be invoked (e.g., any agreement on number of the arbitrators, the standard and procedure for arbitrators appointment, location & jurisdiction of arbitration, in which language shall the arbitration be proceeded, etc.); full names of the applicants (in occasion that one contract party is an association or legal entity, the names of the corporate and the legal representative shall be provided), registered address or residential address, and other contact details of all parties and the applicant's (also known as claimant) counsel (if the counsel is representing on behalf of the applicant); the claim and the remedy or relief to be supported; a brief summary of the cause (dispute); as well as a statement of the grounds (either factual and on legal grounds) for the claims, and the proof together on explanation of method.

Arbitration application request can put clear below factors (not limited to): name, address and supplemental details of contacting an arbitrator, who is selected by the applicant (also known as the claimant, on condition that all parties agreed that there should be three arbitrators; a formal paper set forth how many arbitrators are included, on which standards are those arbitrators are appointed, location of the arbitration to be brought up, on what language the arbitration would take; governing laws that should regulate the fundamental breach of contract that would also be considered during arbitration. The claimants shall also provide copy of the arbitration agreement together with the Request. Administrative fee shall be paid upon submission of the arbitration request, failure of the fee payment in full would cause no arbitration considered by JCAA. The commencement date of the arbitration shall be counted since the receipt of the Request of arbitration by JCAA [6]. Certain conditions being met, a single Request could contain multiple claims in the arbitration request [7].

JCAA is responsible to notify the respondent and send a copy of the Arbitration Request to each related parties of the arbitration after confirming and justify that the application is in line with all regulatory requirement of proceed the Arbitration. The Arbitration Request shall be attached to the notice as well [8]. Since the notification day, the respondent shall have four weeks to answer in writing to JCAA and to include the below in the Answer:

- (1) full names of the applicants (in occasion that one contract party is an association or legal entity, the names of the corporate and the legal representative shall be provided), registered address or residential address, and other contact details of all parties and the applicant's (also known as claimant) counsel (if the counsel is representing on behalf of the applicant);
- (2) a response to the claim and the remedy or relief to be supported;
- (3) a brief statement of the dispute mentioned in the request; agreement or denial of the applicant's request, a statement of the denial on both factual and legal reasons;
- (4) form of the proof and the methodology.

The Answer can include the below (not limited to):

- (1) name, address and supplemental details of contacting an arbitrator, who is selected by the applicant (also known as the claimant, on condition that all parties agreed that there should be three arbitrators;
- (2) a formal paper set forth how many arbitrators are included, on which standards are those arbitrators are appointed, location of the arbitration to be brought up, on what language the arbitration would take;
- (3) governing laws that should regulate the fundamental breach of contract that would also be considered during arbitration.

When received the Answer, JCAA is responsible to timely send a copy of the Answer to all rest parties and each arbitrator [9]. The respondent can submit his/her counter-claim within 28 days since

receiving the notice of Arbitration, on conditions that the below requirement is satisfied at least by one:

(1) no Party denial the counterclaim to be settled in one arbitration proceeding, and all parties put this consent in writing;

(2) the claim and counterclaim are initiated from the same arbitration agreement; or

(3) the counterclaim was from the very cause of fact or regulation of the request, and the counterclaim is able to be resolved according the same proceeding and arbitration regulations [10].

The respondent can by the same means provide a set-off statement in writing within 28 days upon receiving the Arbitration Request [11]. The respondent is entitled to amend the counterclaim by providing in writing the amendment request to JCAA, whilst the same right is given to the claimant as well.

Since the arbitral tribunal is formed, either claimant or the respondent can seek approval for amendment of the request or counterclaim [12]. The application can be withdrawn by the applicant in written to the tribunal, and the arbitration tribunal shall listen to the respondent's opinion. The tribunal shall approve the withdrawn submitted by the claimant only if the respondent has solid ground and his/her lawful interest to be jeopardized by the withdraw. Upon approval of the withdraw, a final ruling shall be on termination of the arbitral process and the suspension of the arbitration taking effect immediately [13].

### **2.3 Selection of Arbitrators and Composition of an Arbitration Tribunal.**

Japanese arbitration system fully respects the parties' autonomy of will, which is also reflected in setting up the arbitral tribunal. According to the JCAA Arbitration Rules, arbitrator(s) should be nominated and decided due to mutual recognition by the parties. However, should JCAA finds inappropriate of the appointment, there would be opportunity to the arbitrator in question to express his opinion, though JCAA still get to revoke the constitution of the arbitrators, and the refusal need no given reasons. If the qualification of one arbitrator is denied by the JCAA, the parties or other legitimate arbitrator shall name another arbitrator in time limit that put up by the JCAA [14].

There shall be either one arbitrator or three of them in general. Upon no party explicitly define the number of the arbitrators within 28 days since the respondent receiving the notice of request, according to JCAA rules, the number of arbitrators shall be only 1. Thereof, the parties shall appoint an arbitrator within the timing set by JCAA, otherwise JCAA shall appoint the arbitrator [15]. On the other hand, any party suggests on three arbitrators, then it's JCAA's discretion on whether agreeing such suggestion [16]. Once all related party gives consent on 3 arbitrators, then the process shall be: two arbitrators to be appointed by claimant and respondent, one from each, and the two selected arbitrators jointly appoint the rest arbitrator, and the third arbitrator's appointment shall be notified to JCAA within 21 days since receipt of the notice that JCAA approved the first two arbitrators. Should the notification on the third arbitrator failed to arrive at JCAA within 21 days, JCAA shall appoint the third arbitrator. The JCAA provides a list of candidates for arbitrators to one party given request for convenience of the party appointing an arbitrator. Individuals outside the list can be appointed as arbitrator as well [17]. Where a party requests JCAA to agree on the appointment of non-Japanese nationalities, the JCAA shall respect such expression.

When JCAA appoints the arbitrator, the document shall be timely delivered to relative parties by JCAA timely [18]. Any party can put mistrust opinion to a candidate as arbitrator based on reasonable and justifiable suspicion for their independence and bias. Such objection can be made by request for Challenge in writing to JCAA within 14 days since receipt of appointment of arbitrators or in knowledge of unquailed factors of the candidates. JCAA can make ruling on qualifications of the candidate and make appointment only if it gives an opportunity to comment by the parties [19]. On condition of dereliction of duty by the arbitrator or artificially putting the arbitration delayed, or on factual basis not being able to perform the duty, JCAA can exercise its power to remove this arbitrator or do so based on written request by any party, whilst an opportunity should be given to the arbitrator to express his opinion [20]. Once an arbitrator is not performing his duties in advance to end of the



arbitration process due to resignation, being removed or dead, a notification shall be timely made by JCAA to all related parties [21].

## **2.4 Opening and Hearing of Arbitration.**

Under the guidance of the arbitral team, the whole arbitration procedure is conducted in private, and all participants in the arbitration and related parties, including the staff of JCAA, have the obligation to keep the whole process of arbitration secret [22]. Although some cases, agreed by the Parties, are according to the UNCITRAL, the procedures of most cases are heard in accordance with JCAA Arbitration Rules, Chapter IV, Section 1, Articles 39 to 61. This part provides detailed and thorough provisions for the arbitral proceeding.

In principle, if not being consented by parties otherwise, the arbitration shall be held in the JCAA office where the claimant provided his request. The arbitration tribunal could also proceed the arbitral anywhere the function can be fulfilled [23]. The arbitration chamber is empowered to decide whether to proceed with holding hearings or whether to proceed based only on certain proof and materials if the requests for hearings by a party is in legitimate form and timing [24]. The arbitration tribunal shall finalize the scheduled date and place of hearings and make known by the Parties with full entitlement of parties to provide comment. If the hearing cannot be completed within one day, the arbitral tribunal need to make sure the hearings have time continuity as possible [25]. In general, the hearings shall be held when all related parties are presentative. However, presence of parties is not obligated pre-condition of a hearing [26]. Unless explicitly express his objection to failure of perform duties by the arbitration tribunal according to relative laws, the party having such objection shall be deemed to give up his rights to challenge [27].

The arbitral chamber ought to rule within 9 months on one case since the date it's constituted. By which means, an early schedule to be concluded and communicated to each party is necessary and the schedule and proceeds shall be in writing and known as Procedural Schedule, which also needs to be sent to JCAA [28]. By consideration and efficiency and comprehensiveness, each party shall provide statements in writing explaining the case from both factual and legal perspectives [29]. During the beginning of the proceeding, the chamber would give priority to figure the key issues to be focused on by communication and consultation with the parties [30]. Moreover, the arbitration chamber would extend legal movements by written application to protect the claimants and for consideration of future enforcement of the ruling. The arbitral chamber would ask for counter-guarantee from the applicant of the interim measures. If the measures should have been taken prior to constitution of the tribunal due to emergencies, a party might propose his request in writing to JCAA directly to appoint an emergency arbitrator, and such emergency arbitrator shall be appointed by JCAA after reviewing and taking into consideration based on the ground of the applicant [31].

During the arbitration proceedings, presenting solid proofs shall be burden of each party in order to support the requests (either claims or responds). Evidence examination can be executed besides the hearings. The arbitral chamber should hear from the parties for their statement re the evidence either in writing or orally. However, the chamber can examine the evidences which have not been provided by any party on its own motion should those evidence is essential and necessary to the ruling of the arbitration [32].

Certain experts might be appointed by the arbitration chamber to give professional opinion re matters or issues related to the case in writing or orally, whilst all parties of the arbitration shall be given opportunity to comment. Also, a party is entitled to question the experts' opinion during a hearing upon request to the tribunal and being accepted [33]. Moreover, any individual can join the arbitration as a claimant or respondent only if accepted by all parties of the arbitration [34].

During the whole process of the arbitration, all parties can apply for mediation of the disputes in writing according to International Commercial Mediation Rules of JCAA. However, the mediator should not be selected from the arbitrators of the case in general [35].

There is also stipulated in the second part of JCAA Arbitration Rule, which defines the requirement for expediting the arbitration procedures. Speed arbitration procedure would apply to cases that the claim's economic value is no more than JPY50,000,000, whilst not apply to case that:

(1) three arbitrators shall constitute the chamber as agreed by the Parties; or

(2) one party formally request to JCAA in writing that all parties have agreed on no expedited arbitration procedures for the dispute within 14 days since the respondent received the notice of Request for Arbitration.

In cases where the economic value of the claim is more than JPY50,000,000, the arbitration can still go through the expedite procedure if one party formally request to JCAA in writing that all parties have agreed on no expedited arbitration procedures for the dispute within 14 days since the respondent received the notice of Request for Arbitration [36]. Only one arbitrator will be in charge of the expedited arbitration procedure [37]. The arbitrator should reach an arbitral ruling in 3 months since he or she has been appointed as arbitrator by JCAA [38]. Once the arbitral ruling is reached, no party can change or make addition to the claims, counter-claims or set-off defenses [39].

## **2.5 Closing, Reopening and Termination of Arbitral Proceedings.**

Closing of the arbitral procedure by the arbitral chamber would be reached if all parties have sufficient chances to express, defend and prove the claims and respondent so that the arbitral chamber is able to reach an arbitral ruling. The arbitral chamber can also make a closure to the arbitration given certain claims of the request have been satisfied. The proceedings can be reopened by the chamber upon being considered necessary. Generally, there is a 3 weeks' time limit for reopening of the arbitral proceedings since the date of closing [40]. Termination of the arbitral proceedings would be upon (1) an arbitral ruling being reached; (2) withdraw of all parties of claims in writing before an arbitral chamber were formed, or (3) a formal decision extended to terminate the arbitral proceedings [41].

## **2.6 Arbitral Ruling.**

During the whole process of the arbitration with different stages, the arbitral chamber can extend ruling upon full claims or partial claims as award. Once the parties reach agreement on settlement in the middle of the arbitral proceedings, the chamber of the arbitration can make recording of the settlement and extend rulings based on the settlement based on request of the parties [42]. Applied laws re the arbitration ruling should be agreed in advance by the parties in order to reach a ruling. If the parties weren't in agreement of applicable laws, the substantive laws of the jurisdiction which the dispute, claims of the arbitral proceedings are connected shall be allied by the chamber. Besides, the chamber can also give ruling on factual and fairness basis (*ex aequo et bono*) only if all parties request [43].

An arbitral ruling should be made of below items (not limited to):

- (1) Full names and detailed contact information of all parties as well as the counsel;
- (2) Decision on the remedy and relief being requested;
- (3) Historical record of the proceeding regarding the procedure;
- (4) Reasoning of the ruling;
- (5) Date of the ruling as well as location of the arbitration [44].

The award of the arbitration would be kept by JCAA whilst copies will be sent to the parties [45]. The parties can submit to the chamber request to correct calculative mistakes, clerical errors in the award within 28 days since receipt of the award, and the chamber can make the corrections within its powers and functions [46]. Since the arbitral chamber received the application from the party within 28 days receiving the award, it may make explanation on specific parts of the award or add back the issues covered in the proceeding but not reflected in the arbitral ruling [47].

## **3. The Effect and Enforcement of Arbitral Rulings**

The award of arbitration shall have the binding enforceability and should be final [48]. According to article 45 of Japanese arbitration law, an arbitral ruling either made within Japan or another jurisdiction shall have the same effect as final and conclusive judgement [49].

The enforcement decision can be sought by a party against the debtor or counterparty based on the ruling of the arbitration to a court (the decision hereafter refers to the enforceability decision by the

court in line with the arbitral ruling). Though, the above would not apply to a case in which ANY of the below grounds & reasoning are provided (re the below items from (1) to (7), the exclusivity can only be supported on proven grounds based on factual basis) [50]:

(1) The agreement or clauses on arbitration is not legitimate as it jeopardizes one party's civil capacity;

(2) Invalid arbitration agreement for reasons other from item (1) above according to the law applicable to the arbitration as agreed by all parties, or without an agreement on the applicable law but as indicated falls in the jurisdiction's fundamental law;

(3) Lack of proper notice to one party as required by the laws of the jurisdiction country where the arbitration shall be taken place (otherwise the parties reached agreement on the same matters as the above-mentioned laws would have regulated on) in the proceedings of appointment of the arbitrators or other procedure matters to be given noticed;

(4) One party failed to present on behalf of himself in the arbitral proceedings;

(5) Ruling of the arbitration has stated issues not within the arbitral agreement or any claim, response, counter-claim, defense as presented during the arbitration proceedings;

(6) The constitution of the tribunal or the proceedings & procedures breach the fundamental legal provisions in the country where the arbitration shall fall in (or the agreement reached mutually by both parties on matters about the provisions of the law without relation to public policy as such agreement);

(7) Based on the laws of jurisdiction under that the arbitration falls in (or the agreement reached mutually by both parties on matters about the provisions of the law without relation to public policy as such agreement), the arbitral ruling is not final and thus no binding enforceability, or the ruling is suspended or ceased to take effect according to a court of the applied territory;

(8) According to Japanese laws related to arbitration, the claims of the arbitral proceedings are no due course subject to the disputes that constitutes the arbitration;

(9) the arbitral ruling by its content is not in line with or contrary with the social moral or public policy of Japan.

Under some circumstances, arbitral rulings awarded by JCAA also need to be implemented abroad. Japan is a member state of Convention on the Recognition and Enforcement of Foreign Arbitral rulings (New York, 1958) (below as referred to "New York Convention"), so whether JCAA arbitral rulings can be enforced overseas would be largely depend on the convention [51]. In addition, generally, if there are treaties on enforcement of arbitral rulings on bilateral basis, besides New York Convention, which were concluded between Japan and foreign countries, Japanese arbitral rulings shall be given respect according to those bilateral treaties, in precedence of New York Convention [52]. At present, provisions in the Japanese Arbitration Law and JCAA Arbitration Rules cover arbitral proceedings, without dealing with conflicts between Japanese arbitral rulings, enforced abroad, and local laws and rulings [53]. It is a topic for improving JCAA's arbitration system.

## References

- [1]. Information on: <http://www.jcaa.or.jp/jcaa/history.html>.
- [2]. Information on: [www.jcaa.or.jp/arbitration/agreement/index.html#](http://www.jcaa.or.jp/arbitration/agreement/index.html#).
- [3]. ADR refers to all means of settling disputes except litigation.
- [4]. Information on: <http://www.jcaa.or.jp/jcaa/activity.html>.
- [5]. JCAA Arbitration Rules, Article 6.
- [6]. JCAA Arbitration Rules, Article 14.
- [7]. JCAA Arbitration Rules, Article 15.
- [8]. JCAA Arbitration Rules, Article 16.
- [9]. JCAA Arbitration Rules, Article 18.

- [10]. JCAA Arbitration Rules, Article 19.
- [11]. JCAA Arbitration Rules, Article 20.
- [12]. JCAA Arbitration Rules, Article 21.
- [13]. JCAA Arbitration Rules, Article 23.
- [14]. JCAA Arbitration Rules, Article 25.
- [15]. JCAA Arbitration Rules, Article 27.
- [16]. JCAA Arbitration Rules, Article 26.
- [17]. JCAA Arbitration Rules, Article 9.
- [18]. JCAA Arbitration Rules, Article 30.
- [19]. JCAA Arbitration Rules, Article 34.
- [20]. JCAA Arbitration Rules, Article 35.
- [21]. JCAA Arbitration Rules, Article 36.
- [22]. JCAA Arbitration Rules, Article 40, 42.
- [23]. JCAA Arbitration Rules, Article 39.
- [24]. JCAA Arbitration Rules, Article 50.
- [25]. JCAA Arbitration Rules, Article 51.
- [26]. JCAA Arbitration Rules, Article 52.
- [27]. JCAA Arbitration Rules, Article 53.
- [28]. JCAA Arbitration Rules, Article 43.
- [29]. JCAA Arbitration Rules, Article 44.
- [30]. JCAA Arbitration Rules, Article 46.
- [31]. JCAA Arbitration Rules, Article 71-79.
- [32]. JCAA Arbitration Rules, Article 54.
- [33]. JCAA Arbitration Rules, Article 55.
- [34]. JCAA Arbitration Rules, Article 56.
- [35]. JCAA Arbitration Rules, Article 58.
- [36]. JCAA Arbitration Rules, Article 84.
- [37]. JCAA Arbitration Rules, Article 85.
- [38]. JCAA Arbitration Rules, Article 89.
- [39]. JCAA Arbitration Rules, Article 86.
- [40]. JCAA Arbitration Rules, Article 60.
- [41]. JCAA Arbitration Rules, Article 61.
- [42]. JCAA Arbitration Rules, Article 58.
- [43]. JCAA Arbitration Rules, Article 65.
- [44]. JCAA Arbitration Rules, Article 66.
- [45]. JCAA Arbitration Rules, Article 67.



- [46]. JCAA Arbitration Rules, Article 68.
- [47]. JCAA Arbitration Rules, Article 69, 70.
- [48]. JCAA Arbitration Rules, Article 64.
- [49]. Information on: <https://japan.kantei.go.jp/policy/sihou/arbitrationlaw.pdf>.
- [50]. Japanese Arbitration Law, Article 45,46.
- [51]. Xinmiao Jiang, et al. Models and Characteristics of Japanese International Arbitration. International Trade Issues. Vol. 36 (1998) No. 11, p. 231-236.
- [52]. Wei Zhang, et al. Japanese International Commercial Arbitration, Peoples' Court Daily. Jun.13<sup>th</sup>,2002.
- [53]. Weizhou Wang, Discussion on Arbitration Agreement (Master, Southwest University of Political Science & Law, China 2014). p.85.