
Letter from the Editor

Dear Readers,

It is with pleasure that we welcome you to *The Arbitration Brief*. Built on the strong foundations laid down by the *International Commercial Arbitration Brief*, *The Arbitration Brief* aims to become one of the doctrinal venues for arbitration-related matters in the United States. With an expanded scope, *The Arbitration Brief* shall cover a wide variety of topics, ranging from domestic employment arbitration to highly sophisticated international investment disputes. Anchored at the root of this publication's DNA, our concern for international matters remains as strong as ever, which this issue evidences.

In the present edition, Dr. Horacio A. Grigera Naón critically assesses the so-called 'growing uniformity of international commercial arbitration practices.' Taking recent U.S. Supreme Court precedents as a case study, Dr. Grigera Naón shows with brio that without a consistent and harmonious interpretation of the applicable legislative instruments, such instruments could not hope to achieve the purported uniformity they were enacted for.

Looking regionally, Moin Ghani explores the chaos triggered by the *Bhatia* and *Venture Global Engineering* decisions. While presenting a realistic assessment of the applicable case law, Mr. Ghani reiterates the need for parties to plan ahead before deciding to arbitrate in India and to cautiously draft their dispute resolution clauses.

In the first student piece, Stephanie L. Parker argues that MFN clauses should be invoked to import more favorable dispute resolution clauses from third-party treaties. By conducting a quasi-archeological research of the different MFN clauses in existence, Miss Parker then rigorously categorizes and decrypts why such provisions naturally encompass dispute settlement mechanisms. Next, Shanila Ali and Amer Raja address the complex question of whether timeliness is an issue to be determined by the arbitrators or the courts. The authors ultimately conclude that because timeliness is inherently procedural in nature, such a question is not one of arbitrability within the court's jurisdiction, but belongs to the tribunal. Following this, Jesse Ransom highlights the divergent approaches the Circuit courts have taken with respect to 'motions to compel and stay' and 'motions to compel and dismiss' under the Federal Arbitration Act. Last but not least, Chelsea Masters and Danielle Dean revamp the debate concerning the relevance of the Panama Convention in the U.S. Particularly, the authors employ the analytical framework crafted by the excellent Albert Jan van den Berg more than 20 years ago in his seminal piece *The New York Convention 1958 and Panama Convention 1975: Redundancy or Compatibility?* to examine the interactions

and contradictions both instruments continue to generate in international arbitrations between citizens of the United States and Latin America.

Finally, we would like to thank Dr. Horacio A. Grigera Naón, Susana Castiglione, and the Center on International Commercial Arbitration for their unwavering encouragement. We also wish to thank the Student Bar Association for their financial support. We remain attached to the Center's objectives in promoting the best quality reports on current developments in the field of arbitration. Finally, our thanks go to the entire American University Washington College of Law and the excellent people it holds.