

Transylvania's Tell-Tales: The Ins and Outs of DBs

DRBF CENTRAL & EASTERN EUROPE REGIONAL CONFERENCE

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CLUJ-NAPOCA, ROMANIA



Session 14 – Murder She Wrote: The Decision

Giovanni Di Folco – moderator

Virginie Colaiuta, Ugo Galli, Clive Horridge, Giovanni Rigoni

What are your views on the requirement/provision for the Dispute Board to state in her/his decision that it is given under Sub-Clause 20.4 of the Contract? More to the point, do you believe that the provision: “*Within 84 days after receiving such reference, or within such other period as may be proposed by the DAB/DB and approved by both Parties, the DAB/DB shall give its decision, **which shall be reasoned and shall state that is given under this Sub-Clause.***”, in the event that the same would be breached by the DAB/DB:

- - would amount to a breach of a mere technicality without consequences to the validity of the decision and the DAB/DB?
- or
 - would be a breach of a provision and implied condition precedent to the extent that the decision would be invalid?
- or
 - would also be a breach of duty of the DAB/DB to the extent that no payment should be made to the DAB/DB for services rendered in respect of its decision thereof or that the DAB/DB should reimburse the Parties, if she/he had already received payment in advance of publishing of such decision or else?