Record Nr. UNINA9910484872403321 Autore Hazarika Angshuman Titolo State-to-state arbitration based on international investment agreements: scope, utility and potential / / Angshuman Hazarika Pubbl/distr/stampa Cham, Switzerland: ,: Springer, , [2021] ©2021 **ISBN** 3-030-50035-7 Edizione [1st ed. 2021.] Descrizione fisica 1 online resource (XV, 252 p. 1 illus.) Collana European Yearbook of International Economic Law; Volume 10 Disciplina 341.522 Soggetti International commercial arbitration Investments - Law and legislation Lingua di pubblicazione Inglese **Formato** Materiale a stampa Livello bibliografico Monografia 1. Investment Dispute Settlement and the Position of State-to-State Nota di contenuto Arbitration in Investment Law -- 2. Framework for State-to-State Arbitration under the Compromissory Clause in an IIA -- 3. Utilisation of State-to-State Arbitration Based on the Compromissory Clause in Practice -- 4. Resolution of Procedural Hurdles in Utilising State-to-State Arbitration under IIAs -- 5. Coexistence of State-to-State Arbitration under IIAs with other Forums of Dispute Resolution and Treaty Interpretation -- 6. Additional Suggestions for Developing State-to-State Arbitration as an Effective Means of Dispute Resolution -- 7. Conclusion. Sommario/riassunto This book discusses the use of the compromissory clause in international investment agreements (IIAs) for interstate dispute resolution. It puts forward the possibility of using state-to-state arbitration based on the compromissory clause in IIAs as an alternative means of resolving investment disputes in light of the global debate on the shortcomings of investor-state arbitration. The book's main conclusion is that state-to-state arbitration may be used as an alternative to currently popular investor-state arbitration by resolving procedural hurdles which impede its acceptance. It becomes more

important with the removal of investor-state arbitration as an option in certain recent IIAs, which then elevates state-to-state arbitration as the sole option for binding third party dispute resolution in the treaty. Even

then, it is unlikely to replace investor-state arbitration completely due to its inherent shortcomings, such as the risk of re-politicising disputes and a lack of direct control over the process for the affected investors. Nevertheless, the availability of an alternative forum will benefit all parties involved, as they will no longer be wholly dependent on investor-state arbitration, which can be affected by events such as denunciation from the ICSID Convention or the refusal of a host state to enforce an arbitration award.