

SHOULD DOMESTIC COURT'S AND COMMERCIAL ARBITRAL TRIBUNAL'S INTERPRETATION OF "TREATIES FOR PRIVATE MATTERS" BE BASED ON THE VCLT OR OTHER RULES?

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ABSTRACT

Most treaties govern relations of contracting parties or their activities. Their interpretation is subject to the interpretation rules under the Vienna Convention on the Law of Treaties. There is another group of treaties directly or indirectly governing private matters or their related legal procedures. Such treaties can be called treaties for private matters. They are applied by domestic courts or arbitral tribunals. Such treaties should not be subject to VCLT's treaty interpretation rules because of their different nature. An example of treaty within this category is the 1980 Convention on Contracts for the International Sale of Goods, which lays out some elements of consideration for this convention's interpretation. These elements include the international character, the uniformity and consistency, the good faith requirement, and the general principles based by the CISG. The paper argues that similar elements plus some additional elements (such as plain meaning and systemic interpretation) can be applied to the interpretation of other treaties for private matters.

KEYWORDS: *Convention on Contracts for the International Sale of Goods (CISG), statutory interpretation, treaties for private matters, treaty interpretation, Vienna Convention on the Law of Treaties (VCLT)*

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