

SEALS, STAMPS, AND SIGNATURES IN INTERNATIONAL ARBITRATION AGREEMENTS

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*“A man hears
what he wants to hear
and disregards the rest”*

(Simon & Garfunkel, The Boxer)

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ABSTRACT

This paper deals with a question which came up in a recent Korean Commercial Arbitration Board arbitration, namely whether and to what extent a Korean company seal and a German company stamp may fulfill the signature requirements under the parties' contractual agreement and the applicable arbitration law. In this context the paper discusses the purpose of signatures from a Western and an Asian perspective and the writing and signature requirement as a prerequisite for formal validity of an arbitration agreement under international and national arbitration law. What the authors consider most remarkable about this case is the phenomenon of cultural preconceptions as a source of possible errors and misunderstandings. The article concludes that even in an era of increasing harmonization of international arbitration law and practice, arbitration users and practitioners should be vigilant and always prepared to question whether an issue that might be simple and obvious in their own mind might be viewed completely differently by someone with different cultural experiences.

KEYWORDS: *Article II(2) New York Convention, consensualism, cultural preconception, formalism, formal validity of an arbitration agreement, New York Convention, seal, signature, signature requirement, stamp, UNCITRAL Model Law on International Commercial Arbitration, writing requirement*