

# The SCC Arbitration Institute's decisions on *prima facie jurisdiction* between 2013-2023

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Between 2013 and 2023, the SCC determined its *prima facie jurisdiction* in a total of 269 cases. Only eleven cases were dismissed by the SCC, in whole or in part, due to a manifest lack of jurisdiction. This confirms the SCC's reluctance to dismiss, for jurisdictional reasons, a dispute that has been referred to it. This is a clear proof of SCC's pro-arbitration stance.



# Table of Contents

<b>1. Introduction</b>	<b>1</b>
<b>2. The SCC Arbitration Rules of 2023</b>	<b>2</b>
<b>3. Prima facie jurisdiction – scope and threshold</b>	<b>3</b>
<b>4. SCC Case studies (2013–2023)</b>	<b>5</b>
4.1. Background	5
4.2. SCC Arbitration No. F 2013/069	6
4.3. SCC Arbitration No. V 2013/176	8
4.4. SCC Arbitration No. F 2015/050	9
4.5. SCC Arbitration No. V 2016/153	10
4.6. SCC Arbitration No. V 2021/030	11
4.7. SCC Arbitration No. F 2014/167	12
4.8. SCC Arbitration No. V 2020/185	13
4.9. SCC Arbitration No. V 2021/062	14
4.10. SCC Arbitration No. V 2017/062	15
4.11. SCC Arbitration No. V 2019/139	16
4.12. SCC Arbitration No. V 2014/102	17
<b>5. Summary</b>	<b>18</b>
<b>6. References</b>	<b>19</b>

# 1. Introduction

For parties to make use of arbitration as an alternative means of dispute resolution, the dispute at hand must (a) be arbitrable and (b) the parties must have entered into a valid agreement stating that the dispute must be settled by arbitration. In short, the determination of whether these criteria are met is a question of jurisdiction.

In arbitrations administered by the SCC Arbitration Institute (the “SCC”), the SCC is empowered to decide, by an initial and summary procedure, if it is entitled to administer disputes which have been referred to it. In other words, the SCC is empowered to determine whether it has *prima facie* jurisdiction over those disputes.

The SCC has occasionally, by way of so-called practice notes, provided insight into its practice in determining its *prima facie* jurisdiction.<sup>2</sup> The present practice note adds to the already existing body of work, by focusing on the jurisdictional decisions issued by the SCC between 2013–2023. Special attention is given to those limited cases where the SCC determined that it lacked *prima facie* jurisdiction to administer the dispute and therefore chose to dismiss it.

This practice note is structured as follows.

**Section 2** is a brief update on the SCC Arbitration Rules (the “SCC Rules”) of 2023 and how they affect the SCC’s power to determine its jurisdiction to administer the disputes referred to it.

**Section 3** discusses the scope and standard the SCC uses to determine whether it has jurisdiction to administer the disputes referred to it.

**Section 4** studies several of the SCC’s decisions on its *prima facie* jurisdiction between 2013–2023 and how the standard discussed in Section 3 was applied in cases where the applicable threshold for dismissal was deemed to have been met.

**Section 5** summarises some conclusions that can be drawn from the cases studied in Section 4.

## 2. The SCC Arbitration Rules 2023

Institutional arbitration provides a procedural framework within which arbitrations may be concluded. This framework entails a set of procedural rules that apply to the arbitral proceeding as well as the involvement of an institutional body, such as the SCC.

Most arbitrations administered by the SCC are governed by the SCC Rules, an updated version of which came into effect on 1 January 2023. The update includes clarifications on how a hearing can be conducted and which information must be included in the statement of claim and statement of defence.<sup>3</sup> The provisions regarding *prima facie* jurisdiction, however, remain the same as in the previous SCC Rules. Accordingly, the 2023 update of the SCC Rules does not affect the standard to be applied when the SCC initially assesses its jurisdiction over a dispute.

Previous practice notes published by the SCC, which govern the SCC's determination of its *prima facie* jurisdiction, therefore continue to be relevant. As guidance can therefore still be sought from them,<sup>4</sup> the present practice note builds on the SCC's previous assessments of its jurisdiction.

The standard applied when the SCC initially assesses its jurisdiction over a dispute is discussed in the next section.

### 3. *Prima facie* jurisdiction – scope and threshold

Pursuant to Articles 11(i) and 12(i) of the SCC Rules, the SCC Board (the “Board”) has exclusive authority to take *prima facie* decisions on any objection or challenge to the SCC’s jurisdiction over a dispute. Such decisions are taken by the Board before the case is referred to the arbitral tribunal and thus constitute a threshold which parties must cross, failing which the dispute will not proceed to further deliberations by the arbitrators.<sup>5</sup>

To begin with, the SCC’s determination of its jurisdiction to administer a dispute is of a *prima facie* nature. This means that the scope of the Board’s assessment is limited to the arbitration agreement and to the parties’ initial submissions. As a general rule, jurisdictional issues are only assessed by the Board at the request of a party. This usually takes the form of an objection by the respondent. Such an objection is often raised by the respondent in its answer to the request for arbitration. On rare occasions, however, the SCC may determine its jurisdiction to administer a dispute *ex officio* – such as where the respondent has not been in contact with the SCC at all or if the request for arbitration relates to a non-arbitrable issue.<sup>6</sup>

In addition, the applicable standard is a *manifest* lack of jurisdiction over the dispute. As the language indicates, the threshold for the SCC to consider that it lacks jurisdiction to administer a dispute is very high. It must therefore be obvious that the SCC lacks jurisdiction to administer the relevant case for it to be dismissed.<sup>7</sup> In principle, therefore, there must be a *clear and unequivocal absence* of intention from the parties to have their dispute administered by the SCC for the SCC to dismiss it.<sup>8</sup>

In practice, the Board takes several aspects into consideration when determining manifest lack of jurisdiction. The starting point is usually the wording of the arbitration agreement. The arguments advanced when objecting to the SCC’s jurisdiction are varied. Jurisdictional objections often entail questions of whether an agreement to arbitrate has been concluded or whether the arbitration agreement refers to *ad hoc* arbitration or to the arbitration rules of another institute.

It is worth emphasising that the issue at this stage is the SCC's jurisdiction to administer a dispute, not the arbitral tribunal's jurisdiction to adjudicate the dispute.<sup>9</sup> The referral of a case to an arbitral tribunal by the SCC – which follows a decision by the SCC not to dismiss a case – does not necessarily mean that the respondent's jurisdictional objection is ill-founded. In relation to arbitrations seated in Sweden, this follows from Section 2 of the Swedish Arbitration Act (1999:116) (the "SAA"), which stipulates that an arbitral tribunal has the power to determine whether it has competence to adjudicate a dispute in accordance with the established international arbitration principle of *Kompetenz-kompetenz* or *compétence de la compétence*.

Accordingly, should a respondent persist with a jurisdictional objection, the arbitral tribunal will make a jurisdictional determination of its own. The arbitral tribunal's decision, however, will be based on a more thorough and complete examination of the arbitration agreement and the merits of the objection. It may, for example, conduct a separate hearing on jurisdictional questions. If the tribunal finds it lacks jurisdiction, its decision will take the form of an award, as stipulated in Section 27, first paragraph, first sentence of the SAA.<sup>10</sup>

# 4. SCC Case studies

## 4.1. Background

Between 2013–2023, the SCC determined its *prima facie* jurisdiction in a total of 269 cases. Only eleven cases were dismissed for manifest lack of jurisdiction (including partial dismissals). The dismissals can be structured into four groups.

- In five of the cases, the SCC found that it manifestly lacked jurisdiction because the arbitration agreement called for *ad hoc* arbitration.<sup>11</sup>
- In three of the cases, the SCC found that it manifestly lacked jurisdiction because proceedings had been initiated against a respondent that was not a party to the arbitration agreement.<sup>12</sup>
- In two of the cases, the SCC found that it manifestly lacked jurisdiction because the arbitration agreement referred to the arbitration rules of another arbitration institute.<sup>13</sup>
- In one of the cases, the SCC found that it manifestly lacked jurisdiction because the parties had not entered into any arbitration agreement at all. These cases will now be dissected more thoroughly. They will be studied in accordance with the structure established by the four bullet-points above.<sup>14</sup>

## 4.2. SCC Arbitration No. F 2013/069

### Nationality of the parties

Claimant: Sweden.

Respondent: Sweden.

### Seat of arbitration

Not decided by the parties.

### Arbitration agreement

Swedish original version:

*"Vid oenighet om tolkningen eller genomförandet av detta avtal, ska parterna mötas och diskutera det omtvistade med syfte att finna en lösning. För det fall parterna inte lyckas ska tvister angående tolkningen eller tillämpningen av detta avtal och därmed sammanhängande rättsförhållanden prövas av skiljemän i förenklat förfarande enligt vid var tid gällande svensk lag härom. Härvid ska rättegångsbalkens regler om omröstning, förening av mål och rättegångskostnadernas fördelning tillämpas. Skiljenämnden ska om inte parterna överenskommer annat utses av Stockholms Handelskammars Skiljedomsinstitut."*

English translated version:

*"In case of disagreement about the interpretation or implementation of this agreement, the parties shall meet and discuss the disputed matter with the aim of finding a solution. In case the parties do not succeed, disputes regarding the interpretation or application of this agreement and related legal relations shall be settled by arbitrators by way of an expedited procedure in accordance with the applicable Swedish law at any time. Hereby, the Swedish Code of Judicial Procedure on voting, consolidation of cases and the distribution of legal costs shall be applied. Unless the parties agree otherwise, the arbitral tribunal shall be appointed by the Arbitration Institute of the Stockholm Chamber of Commerce."*

### Background

The parties had entered into a marketing agreement, according to which the claimant undertook to market and sell products belonging to the respondent. After the claimant had performed under the agreement, it initiated arbitration proceedings and claimed that it had acted as an agent for the respondent and was therefore entitled to severance pay.



**The respondent's objection to the SCC's jurisdiction**

The respondent challenged the SCC's jurisdiction to administer the dispute. According to the respondent, the arbitration agreement referred to Swedish law, which should be understood as a reference to *ad hoc* arbitration.

**The claimant's reply to the respondent's jurisdictional objection**

The claimant objected to the respondent's challenge regarding the SCC's jurisdiction.

***Prima facie* decision by the Board**

The SCC manifestly lacks jurisdiction over the dispute. Therefore, the SCC dismissed the dispute.

### 4.3. SCC Arbitration No. V 2013/176

#### **Nationality of the parties**

Claimant: Sweden.

Respondent: Sweden.

#### **Seat of arbitration**

Stockholm, Sweden.

#### **Arbitration agreement**

Swedish original version:

*“Eventuella tvister rörande tolkning eller tillämpning av detta avtals innehåll avgörs av skiljemän i Stockholm enligt svensk lag.”*

English translated version:

“Any dispute regarding the interpretation or application of this agreement is settled by arbitrators in Stockholm in accordance with Swedish law.”

#### **Background**

The parties had entered into several cooperation agreements, according to which the respondent was given the exclusive right to sell a specific product belonging to the claimant on the Swedish market. The claimant initiated arbitration proceedings and alleged that the respondent had breached the agreements.

#### **The respondent’s objection to the SCC’s jurisdiction**

The respondent challenged the SCC’s jurisdiction to administer the dispute. According to the respondent, the arbitration agreement referred to Swedish law, which should be understood as a reference to ad hoc arbitration.

#### **The claimant’s reply to the respondent’s jurisdictional objection**

The claimant stated that the SCC should decide on the question of jurisdiction, and that the claimant would initiate *ad hoc* arbitration should the SCC dismiss the case.

#### ***Prima facie* decision by the Board**

The SCC manifestly lacks jurisdiction over the dispute. Therefore, the SCC dismissed the dispute.

## 4.4. SCC Arbitration No. F 2015/050

### Nationality of the parties

Claimant: Russia.

Respondent: Czech Republic.

### Seat of arbitration

Master agreement: Stockholm, Sweden.

Purchase orders: London, England.

### Arbitration agreements

Master agreement:

*"[Any dispute] arising out of or in connection with this agreement [...] shall be referred to and determined by Arbitrators Institute of Chamber of trade of Stockholm, Sweden as the sole and exclusive remedy of the parties as to the Dispute conducted in accordance with the UNICTRAL [sic] Arbitration rules."*

Purchase orders:

*"[Any dispute] arising out of or in connection with this agreement [...] shall be resolved by final and binding arbitration conducted in accordance with the UNCITRAL arbitration rules. [...] The appointing authority under the Rules shall be the London Court of International Arbitration."*

### Background

The parties had entered into a master agreement and subsequent purchase orders. The claimant provided services to the respondent. The claimant initiated arbitration proceedings stating that the respondent had not paid for the services.

### The respondent's objection to the SCC's jurisdiction

The respondent did not submit a formal answer to the request for arbitration.

### The claimant's reply to the respondent's jurisdictional objection

The claimant argued that the respondent's silence constituted acceptance of the SCC's jurisdiction over the dispute.

### Prima facie decision by the Board

The SCC manifestly lacks jurisdiction over the dispute.  
Therefore, the SCC dismissed the dispute.

## 4.5. SCC Arbitration No. V 2016/153

### Nationality of the parties

Claimant: Sweden.

Respondent: Sweden.

### Seat of arbitration

Stockholm, Sweden.

### Arbitration agreements

In terms of dispute resolution, the parties' agreement referred to Chapter 9 of ABT 94 (a standard contract regarding construction), stipulating that disputes under a contract should be settled by arbitration in accordance with Swedish law.

### Background

The parties had entered into a construction agreement. The respondent was responsible for the construction. After a water leak, the claimant initiated arbitration proceedings against the respondent and presented a claim for damages.

### The respondent's objection to the SCC's jurisdiction

The respondent challenged the SCC's jurisdiction over the dispute, arguing that the applicable arbitration agreement referred to *ad hoc* arbitration.

### The claimant's reply to the respondent's jurisdictional objection

The claimant objected to the respondent's challenge regarding the SCC's jurisdiction.

### *Prima facie* decision by the Board

The SCC manifestly lacks jurisdiction over the dispute.  
Therefore, the SCC dismissed the dispute.



## 4.6. SCC Arbitration No. V 2021/030

### Nationality of the parties

Claimant: Russia.

Respondent: Belgium.

### Seat of arbitration

Stockholm, Sweden.

### Arbitration agreements

*“Should the parties fail to come to an agreement, all disputes and controversies except for those under jurisdiction of ordinary courts are subject to arbitration. Location of arbitration – Stockholm, Sweden. [...]”*

### Background

The parties had entered into a service agreement. The claimant asserted that, despite its payment in accordance with the contract, the respondent had not delivered equipment under the contract. Therefore, the claimant initiated arbitration proceedings and claimed that the contract should be terminated and that the respondent should return the paid amounts. Prior to commencement of the arbitration proceedings, the claimant had attempted to file a claim in a Belgian court. The respondent objected to the court's jurisdiction with reference to the arbitration clause and the Belgian court dismissed the case, stating that *“it concerns an ad hoc arbitrage”*.

### The respondent's objection to the SCC's jurisdiction

The respondent challenged the SCC's jurisdiction over the dispute, stating that the arbitration clause in the applicable agreement lacked any reference to the SCC or its arbitration rules, meaning that the dispute should be settled by *ad hoc* arbitration.

### The claimant's reply to the respondent's jurisdictional objection

The claimant objected to the respondent's challenge regarding the SCC's jurisdiction.

### *Prima facie* decision by the Board

The SCC manifestly lacks jurisdiction over the dispute.  
Therefore, the SCC dismissed the dispute.

## 4.7. SCC Arbitration No. F 2014/167

### Nationality of the parties

Claimant: Sweden.

Respondent: Sweden.

### Seat of arbitration

Stockholm, Sweden.

### Arbitration agreements

Swedish original version:

*“Tvist i anledning av detta avtal skall slutligt avgöras genom skiljedom enligt reglerna för Stockholms Handelskammars Skiljedomsinstitut för Förenklat Skiljeförfarande. Skiljeförfarandet skall äga rum i Stockholm.”*

English translated version:

*“Any dispute under this agreement shall be finally settled by arbitration in accordance with the rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Stockholm.”*

### Background

The claimant and the respondent’s parent company had entered into an agency agreement and a supplementary agreement. The claimant initiated arbitration proceedings against the respondent and claimed that it was entitled to certain compensation under the supplementary agreement.

### The respondent’s objection to the SCC’s jurisdiction

The respondent challenged the SCC’s jurisdiction over the dispute, stating that it was not party to the relevant arbitration agreement, like its parent company was.

### The claimant’s reply to the respondent’s jurisdictional objection

The claimant admitted that it had mistakenly initiated arbitration against the wrong party and that the parties in question had not entered into any arbitration agreement.

### Prima facie decision by the Board

The SCC manifestly lacks jurisdiction over the dispute. Therefore, the SCC dismissed the dispute.

## 4.8. SCC Arbitration No. V 2020/185

### Nationality of the parties

Claimant: Lithuania.

Respondent 1: Lithuania.

Respondent 2: Lithuania.

### Seat of arbitration

Not decided by the parties.

### Arbitration agreements

*"Any dispute, disagreement or claim related to or arising from this Agreement, including regarding its nullity, termination or breach, or regarding any other legal relationship related to this Agreement, shall be settled by negotiations.*

*If the Parties fail to settle the dispute by negotiations within 15 (fifteen) calendar days from the start of the negotiations, such dispute, disagreement or claim shall be finally settled by the arbitral tribunal in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. [...]"*

### Background

The claimant and respondent 1 had entered into a long-term lease agreement. The claimant provided services to respondent 1. The claimant initiated arbitration proceedings against respondents 1 and 2 due to an alleged breach of the agreement.

### The respondent's objection to the SCC's jurisdiction

Respondents 1 and 2 challenged the SCC's jurisdiction over the dispute on behalf of respondent 2, stating that respondent 2 was not a party to the arbitration agreement.

### The claimant's reply to the respondent's jurisdictional objection

The claimant objected to the respondents' challenges regarding the SCC's jurisdiction on behalf of respondent 2. According to the claimant, the respondents had acted in a coordinated and predetermined manner with an intent to breach the agreement. On that basis, the claimant argued that respondent 2 should be regarded as a party to the agreement in question.

### Prima facie decision by the Board

The SCC manifestly lacks jurisdiction over the dispute when it comes to respondent 2. Therefore, the SCC dismissed the dispute in relation to respondent 2.

## 4.9. SCC Arbitration No. V 2021/062

### Nationality of the parties

Claimant: Russia.

Respondent 3: Brazil.

Respondent 1: Brazil.

Respondent 4: France.

Respondent 2: Chile.

### Seat of arbitration

Santiago, Chile.

### Arbitration agreements

*"All disputes and discrepancies arising from the present Agreement shall be settled by the negotiations by the Parties.*

*If the Parties cannot settle the agreement by the negotiation, all disputes, discrepancies or claims, arising from the present Agreement or in connection with it, including with regard to its implementation, breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (Sweden)."*

### Background

The claimant and respondents 1 and 2 had entered into a consortium agreement related to construction. The claimant and respondents 1 and 2 were suppliers to a main contractor. The owner of the construction terminated the agreement with the main contractor, which ultimately led to the claimant having to pay compensation to the main contractor. In turn, the claimant initiated arbitration proceedings against respondents 1 and 2, claiming that they should reimburse the claimant. According to the claimant, respondents 3 and 4, which had acquired respondents 1 and 2 after the applicable arbitration agreement had been concluded, should be included in the arbitral proceeding. The claimant also claimed compensation from respondents 3 and 4.

### The respondent's objection to the SCC's jurisdiction

The respondents 1 to 4 challenged the SCC's jurisdiction over the dispute on behalf of respondents 3 and 4, claiming that the latter respondents were not bound by the arbitration agreement.

### The claimant's reply to the respondent's jurisdictional objection

The claimant objected to the respondents' challenge regarding the SCC's jurisdiction on behalf of respondents 3 and 4.

### Prima facie decision by the Board

The SCC manifestly lacks jurisdiction over the dispute in relation to respondents 3 and 4. Therefore, the SCC dismissed the dispute in relation to respondents 3 and 4.



## 4.10. SCC Arbitration No. V 2017/062

### Nationality of the parties

Claimant: Russia.

Respondent: Russia.

### Seat of arbitration

Santiago, Chile.

### Arbitration agreements

*“If, after the Consultation Period, the Parties have failed to reach an amicable settlement, any and all disputes arising out of or in connection with this Agreement or its performance, shall at the written request of any Party be settled under the Rules of Arbitration of the International Chamber of Commerce (as they are in force on the date when the notice of the intention to arbitrate was received) by a three (3) member Board of Arbitration (the ‘Arbitration Board’) appointed in accordance with the said Rules. The place of arbitration shall be Stockholm (Sweden). The arbitration shall be held in English.”*

### Background

The respondent did not provide any answer to the request for arbitration.

### The respondent’s objection to the SCC’s jurisdiction

The respondent did not provide any answer to the request for arbitration.

### The claimant’s reply to the respondent’s jurisdictional objection

Due to the respondent’s silence in relation to the request for arbitration, the claimant did not provide any further arguments other than those contained in the request for arbitration.

### *Prima facie* decision by the Board

The SCC manifestly lacks jurisdiction.  
Therefore, the SCC dismissed the dispute.

## 4.11. SCC Arbitration No. V 2019/139

### Nationality of the parties

Claimant: Russia.

Respondent: Germany.

### Seat of arbitration

Santiago, Chile.

### Arbitration agreements

*“[All] disputes arising out of or in connection with the present Contract should be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with the said rules. For the purpose of the arbitration law governing contract will be international law. The place of the arbitration will be Stockholm, Sweden and the language of arbitration will be English.”*

### Background

The parties had concluded a series of three delivery agreements (which had identical arbitration clauses), according to which the respondent undertook to deliver a product. The respondent had allegedly failed to deliver in accordance with the agreements, despite the claimant’s payment of a deposit. Therefore, the claimant initiated proceedings arbitration and sought damages.

### The respondent’s objection to the SCC’s jurisdiction

The respondent objected to the jurisdiction of the SCC to administer the dispute. In short, the respondent argued that the SCC was not mentioned in the arbitration clause, and instead the International Chamber of Commerce was. The respondent argued that a reference to Stockholm, Sweden, cannot be regarded as a reference to the SCC.

### The claimant’s reply to the respondent’s jurisdictional objection

The claimant stated that, although not explicitly mentioned in the arbitration clause, the parties had the SCC in mind when concluding the agreement.

### *Prima facie* decision by the Board

The SCC manifestly lacks jurisdiction.  
Therefore, the SCC dismissed the dispute.

## 4.12. SCC Arbitration No. V 2014/102

### Nationality of the parties

Claimant: Sweden.

Respondent: Norway.

### Seat of arbitration

Santiago, Chile.

### Arbitration agreements

Swedish original version:

*“Tvister med anledning av avtalet skall avgöras enl tillämplig lag om skiljeförfarande i säljarens land.”*

English translated version:

*“Disputes under the agreement shall be settled in accordance with applicable arbitration law in the seller’s country”.*

### Background

The parties had entered into a delivery agreement, under which the claimant had delivered certain goods to the respondent. The claimant initiated arbitration proceedings to enforce payment for the delivery.

### The respondent’s objection to the SCC’s jurisdiction

The respondent objected to the SCC having jurisdiction to administer the dispute.

### The claimant’s reply to the respondent’s jurisdictional objection

The claimant stated that the SCC had jurisdiction to administer the dispute.

### *Prima facie* decision by the Board

The SCC manifestly lacks jurisdiction.  
Therefore, the SCC dismissed the dispute.

## 5. Summary

The SCC's competence to administer arbitrations is derived from the applicable arbitration agreement. If there is no support in the arbitration agreement for the SCC to administer the dispute, the SCC manifestly lacks jurisdiction to do so.

Between 2013–2023, the SCC determined its *prima facie* jurisdiction in a total of 269 cases. Only eleven cases were dismissed by the SCC, in whole or in part, due to a manifest lack of jurisdiction. This confirms the SCC's reluctance to dismiss, for jurisdictional reasons, a dispute that has been referred to it. This is best described as a pro-arbitration stance.<sup>15</sup>

There must be a manifest lack of jurisdiction on the SCC's part before the SCC will dismiss a case on jurisdictional grounds. Put differently, a clear and unequivocal absence of intention from the parties to have their dispute administered by the SCC is required for the SCC to dismiss it.<sup>16</sup> This is a high threshold to cross.

Maintaining a high threshold for the SCC to dismiss a dispute referred to it prioritises effectiveness in the administration of arbitrations and reduces the risk of filibustering. It must be noted that doing so results in no detriment to *due process*. If the SCC finds that it has *prima facie* jurisdiction over a dispute, the case in question will be referred to an arbitral tribunal, which will dissect and analyse the arbitration clause and jurisdictional objection more thoroughly (provided that the jurisdictional objection persists). The low threshold for the SCC to have *prima facie* jurisdiction to administer a dispute therefore does not entail a risk to be dragged into arbitration where a party has not intended for the dispute to be solved by arbitration under the SCC Rules.

Consequently, the SCC's pro-arbitration stance – which is apparent throughout this practice note – is exemplary.



The cases where the SCC has determined that this threshold has been crossed can be split into **four categories**:

- (i) where the arbitration agreement calls for ad hoc arbitration,
- (ii) where the arbitration agreement refers to the institutional rules of another arbitration institute,
- (iii) where arbitration has been initiated against a party that is not a party to the arbitration agreement, or
- (iv) where the parties have not entered into an arbitration agreement.



## 6. References

<sup>1</sup> Legal intern at the SCC Arbitration Institute (January–March 2023). Working as an associate at Hammarskiöld, Adam Runestam specialises in arbitration and litigation.

<sup>2</sup> See Ramsjö, D., and Strömberg, S., A Selection of Decisions of the Arbitration Institute of the Stockholm Chamber of Commerce Concerning the Prima Facie Existence of an Arbitration Agreement (2005–2009) (2009), and Mutis Tellez, F., Prima Facie Decisions on Jurisdiction of the Arbitration Institute of the Stockholm Chamber of Commerce: Towards Consolidation of a ‘Pro Arbitration’ Approach (2012).

<sup>3</sup> The update of the SCC Rules are presented at the SCC’s website here: <https://sccarbitrationinstitute.se/en/news-events/news/2023-scc-rules-what-are-changes>.

<sup>4</sup> See footnote 2 under Section 1 above.

<sup>5</sup> Mutis Tellez, F., Prima Facie Decisions on Jurisdiction of the Arbitration Institute of the Stockholm Chamber of Commerce: Towards Consolidation of a ‘Pro Arbitration’ Approach (2012), p. 1. It shall be mentioned that a case can be dismissed in whole or in part. However, it is uncommon that a case is only dismissed in part when it comes to jurisdictional issues of relevance for the present article.

<sup>6</sup> Hobér, K., International Commercial Arbitration in Sweden (2011), p. 196. See SCC Arbitration No. F 2015/050 and SCC Arbitration No. V 2017/062 below. The first case is presented in Section 4.4 below and the latter case is presented in Section 4.10 below.

<sup>7</sup> Hobér, K., International Commercial Arbitration in Sweden (2011), p. 196.

<sup>8</sup> Ragnwaldh, J., et al, A Guide to the SCC Arbitration Rules (2020), p. 33.

<sup>9</sup> Hobér, K., International Commercial Arbitration in Sweden (2011), p. 195.

<sup>10</sup> An arbitral tribunal’s decision in relation to its competence is likewise subject to review. It is possible to request that a court finally determines the question of jurisdiction. This follows from Section 2, second paragraph of the SAA (which applies where an arbitral tribunal has found that it has competence over a dispute), and Section 36, first paragraph of the SAA (which applies where an arbitral tribunal has found that it does not have competence over a dispute), respectively.

<sup>11</sup> SCC Arbitration No. F 2013/069; SCC Arbitration No. V 2013/176; SCC Arbitration No. F 2015/050; SCC Arbitration No. V 2016/153; SCC Arbitration No. V 2021/030.

<sup>12</sup> SCC Arbitration No. F 2014/167; SCC Arbitration No. V 2020/185; SCC Arbitration No. V 2021/062.

<sup>13</sup> SCC Arbitration No. V 2017/062; SCC Arbitration No. V 2019/139.

<sup>14</sup> SCC Arbitration No. V 2014/102.

<sup>15</sup> Mutis Tellez, F., Prima Facie Decisions on Jurisdiction of the Arbitration Institute of the Stockholm Chamber of Commerce: Towards Consolidation of a 'Pro Arbitration' Approach (2012), p. 21.

<sup>16</sup> Ragnwaldh, J., et al, A Guide to the SCC Arbitration Rules (2020), p. 33.