

**POSSIBLE EFFECTS ON THE ARBITRATION AGREEMENT
DETERMINED BY THE ANTICIPATED NON-PAYMENT
OF THE COSTS ORDERED BY THE ARBITRATION
TRIBUNAL TO THE PARTIES**

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ABSTRACT: Particular to the alternative private jurisdiction represented by the arbitration, is the fact that the litigant parties, in accordance to the arbitration agreement can establish derogatory provisions from the common law, in determined conditions. The start of the arbitration procedure, gives the right to the arbitration tribunal, without creating a previous imperative condition in its charge, to force the parties, or each one of these, to pay any expenses needed for the organization and deployment of the arbitration. If the parties don't respect the tribunal's order, the arbitration tribunal can refuse to solve the arbitration case, until the parties will deposit or will pay on advance the costs, the provisions of the Civil procedure code not making a mention about the concrete method of the settlement of the litigation "delaying" or about the maximum period in which the arbitration litigation file can be delayed. The question that rises is if a state of passivity of the parties, in relation to the orders given by the arbitration tribunal and relative to the provisions of the arbitration agreement, cannot be considered a tacit common motion to withdraw to this alternative jurisdiction?

KEYWORDS: *arbitration procedure; agreement; arbitration tribunal; anticipated payment; motion to withdraw.*

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