THE LEGAL PERSON AS AN ARBITRATOR IN INTERNATIONAL AND NATIONAL ARBITRATION PROCEEDINGS

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ABSTRACT:*The possibility of an arbitral tribunal consisting of a legal person may be an element of novelty from the perspective of the domestic law regulating arbitration, but it is not unusual in international arbitration. This article seeks to address the advantages and disadvantages of the legal person arbitrator and to identify the main issues that need to be dealt with in order to analyze the reliability of such a tribunal in national law, in the event that from a lege ferendastand point, we accept the hypothesis that an arbitral tribunal can function with a legal person being one of the arbitrators appointed.*

KEYWORDS: *abitral tribunal; moral person arbitrator; international arbitration.*
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1. PRELIMINARIES.

Arbitration is an alternative dispute resolution mechanism, private in nature. According to art. 1111 CPC, an arbitration dispute that takes place in Romania is considered international, if it originates from a legal relationship, private in nature, that has at least one component of international nature.

In order to be international in nature, an arbitration dispute must meet the condition that at least one of the parties did not have at the date of conclusion of the arbitration agreement the usual domicile or residence, respectively the headquarters in Romania. The defendant must not domicile or have his seat in Romania. Moreover, both parties may be in this situation. From this it is concluded that international arbitration is open to both natural and legal persons. (Păncescu, 2013)

In Romania, the Civil Procedure Code regulates voluntary private arbitration. The norms contained in the Civil Procedure Code represent the common law in the matter of arbitration. (Roșu, 2019)

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Due to the fact that it is a private jurisdiction, in its administration, the litigating parties and the competent arbitral tribunal may establish rules of procedure derogating from the common law, provided that these rules are not contrary to public order and the imperative provisions of the law. (Roșu, 2019)

As a consequence we can conclude from the onset that arbitration provides a greater freedom amoung the other means of dispute resolution, through the possibility of derogating from the usual rules, which makes arbitration an accessible, flexible and more party friendly meand of dispute resolution. (Roșu, 2019)

2. ESTABLISHMENT OF THE ARBITRAL TRIBUNAL

Arbitration may be entrusted, by means of the arbitration agreement, to one or more persons, invested by the parties or in accordance with arbitral convention to adjudicate the dispute and issue a final and binding judgment on the matter object of the dispute. The sole arbitrator or, as the case may be, the invested arbitrators shall constitute the arbitral tribunal. (Roșu, 2019)

Arbitration may be organized by the parties. Thus, the arbitration is organized and carried out in accordance with the arbitration agreement.

Subject to the observance of public order and good morals, as well as of the imperative provisions of the law, the parties may establish by arbitration agreement or by a written deed concluded later (in any regard before the establishment of the arbitral tribunal), either directly or by reference to a certain regulation, the rules regarding the constitution of the arbitral tribunal, the appointment, revocation and replacement of the arbitrators, the term and place of the arbitration, the procedural rules that the arbitral tribunal must follow in the litigation, including any preliminary procedures for resolving the dispute, the distribution between the parties of arbitration expenses and, in general, any other rules regarding the proper conduct of the arbitration.

In the absence of the rules stipulated by the parties, the arbitral tribunal will be able to determine the procedure to be followed as it deems most appropriate.

If the arbitral tribunal does not establish the rules of procedure to follow, in the absence of the consent of the parties, the provisions of the Civil Procedure Code will apply.

The arbitration may also be organized by a third party. The parties may agree that the arbitration will be organized by a permanent institution of arbitration, in accordance with Title VII of Book IV of the Civil Procedure Code, or by another entity or by a natural person. In these cases, the settlement of the dispute is entrusted to arbitrators appointed or accepted by the parties according to the arbitration agreement or the rules of the permanent arbitration institution.

The arbitral tribunal is composed of arbitrators. Any natural person can act as an arbitrator if he has full exercise capacity.

From this express provision, it appears from the beginning that, in domestic disputes, according to the Romanian Civil Procedure Code the appointment of a legal person as an arbitrator is not accepted.

The number of arbitrators is determined by the parties, who decide whether the dispute is judged by a single arbitrator or by several arbitrators, provided that the number chosen by the parties is odd.

If, however, the parties have not established the number of arbitrators, the dispute is judged by three arbitrators, one appointed by each of the parties, and the third – the presiding arbitrator - appointed by the two arbitrators.

If there are several claimants or defendants, these parties will appoint a single arbitrator, if they have common interests.

It is prohibited to insert into an arbitration agreement a clause that constitutes in favour of one party a privilege regarding the appointment of the arbitrators or which stipulates the right of one party to appoint the arbitrator instead of the other party or to have more arbitrators than the other party. The applicable legal sanction in such a case is the partial invalidity of such a clause. (Roşu, 2019)

3. APPOINTMENT OF ARBITRATORS IN DOMESTIC DISPUTES

The arbitrators are appointed, dismissed or replaced in accordance with the arbitration agreement. When the sole arbitrator or, as the case may be, the arbitrators have not been appointed by the arbitration agreement and the manner of appointment has not been provided, the party wishing to resort to arbitration invites the other party, in writing, to proceed with their appointment. In this case, the dispute is judged by three arbitrators, one appointed by each of the parties, and the third - the arbitrator - appointed by the two arbitrators. (Roşu, 2019)

If there are several claimants or defendants, the parties will appoint a single arbitrator, if they have common interests.

The notification will provide the name, domicile and, as far as possible, the personal and professional data of the proposed single arbitrator or the arbitrator designated by the party wishing to resort to arbitration, as well as the brief statement of the claims and their grounds.

The party to whom the communication was made must transmit, within 10 days, the response to the proposal of appointment of the sole arbitrator, or, as the case may be, the name, surname, domicile and, as far as possible, personal data. and professionals of the arbitrator appointed by it.

The parties propose the arbitrators by the arbitration agreement, and if they have not established the number of arbitrators, the dispute is judged by 3 arbitrators. The parties will also propose a second arbitrator, in case the first arbitrator would not be able to fulfill his task.

The appointment of the alternates is useful so that no time is lost until a new appointment is made, if one of the arbitrators is unable to perform his activity.

The acceptance of the assignment of arbitrator must be made in writing and will be communicated to the parties, within 5 days from the date of receipt of the nomination proposal, by mail, telefax, electronic mail or by other means that ensure the transmission of the text of the document and the confirmation of its receipt.

The establishment of several alternative methods of communication contributes to shortening the period of establishment of the arbitral tribunal.

The two arbitrators shall proceed to appoint the superintendent within 10 days of the last acceptance. The superintendent will accept the assignment in writing, which will be communicated to the parties, within 5 days from the date of receipt of the nomination

proposal, by mail, telefax, electronic mail or by other means that ensure the transmission of the text of the document and the confirmation of its receipt.

If there is a disagreement between the parties regarding the appointment of the sole arbitrator or if a party does not name the arbitrator or if the two arbitrators do not agree on the person of the arbitrator, the party wishing to resort to arbitration may ask the court in which the arbitration takes place to proceed to appoint the arbitrator.

The tribunal shall rule within 10 days of the referral by a decision which is not subject to any appeal. The absence of an appeal is justified as the arbitral tribunal must be constituted in a short term, and the conclusion of the court resolves the existing deadlock.

These provisions refer to the appointment of the natural person arbitrator.

4. APPOINTMENT OF ARBITRATORS IN INTERNATIONAL DISPUTES

Once a decision has been made to submit a dispute to arbitration, the election of the members of the arbitral tribunal is decisive for the success of this alternative dispute mechanism, given that both the attribute of efficiency and specialization depend to a large extent on the members that constitute the arbitral tribunal. Moreover, it is known that the settlement of the dispute belongs exclusively to the arbitral tribunal, which identifies itself with the members that belong to it. (Florescu, 2011)

Therefore, the choice of arbitrators who have sufficient professional guarantees, so as to ensure a sound and fair judgment, is of particular importance for the success of the arbitration process. The dynamics of the arbitration process presents a series of problems that transcend the legal ones, issues that fall almost exclusively to the task of the arbitral tribunal. There is often a conflict of cultures between arbitrators and parties, differences of system of law, language, customs, etc. The arbitral tribunal called to settle the case must manage not only the act of justice in the secular sense, but also the entire administrative procedure presupposed by an arbitration process (in the case of ad-hoc arbitration). All of these are tasks that require skill and, above all, experience in international arbitration proceedings. (Miron, 2019)

In the appointment of an arbitrator, the parties may consider a series of criteria, such as: the nature of the claim formulated; the value of the claims; nature of the disputed issue - technical or legal etc.

In principle, the parties should be free to choose their own arbitrators so that the dispute can be settled by the "judges of their own choice". However, sometimes, the parties to an international arbitration will find themselves in a situation where choosing the designated arbitrator is not easy. This can be the case when the rules rules of the arbitration institution called to organize the arbitral process prohibits the parties from acting as they desire. Also, the parties might have opt for a certain procedure at the conclusion of the arbitral tribunal that prohibits them from choosing the desired arbitrator. For example, the qualifications of an arbitrator could be designated before any conflict, advancing criteria such as; the arbitrator to be a lawyer with "no less than five years experience" or "a native English speaker with experience in Brazilian law and knowledge in the oil and gas industry". Such situations could create delays in identifying an arbitrator who meets the required criteria, an issue that impedes the speed of the proceedings.

The constitution of the arbitral tribunal implies the resolution of a suite of issues. A first question concerns the nature of arbitration. In the case of ad-hoc arbitration, the parties (usually the applicant) must take care of the organizational issues until the establishment of the court, while, in the case of institutionalized arbitration, this task is taken over by the permanent arbitration institution designated by the parties. (Redfern, A., Hunter, 2009)

Another important aspect is given by the number of arbitrators called to be part of the arbitral tribunal. In this regard, the UNCITRAL Model Law, an international act that represented the main source of inspiration for the national legislators regarding the regulation of the international arbitration process, is dependent on the principle of autonomy of the parties. According to art. 10 paragraph (1) of the UNCITRAL Model Law, "*the parties are free to determine the number of arbitrators.*" Basically, the parties to an arbitration agreement have full freedom in determining the number of arbitrators called to settle the case for arbitration. By virtue of this principle, no arbitration institution or an ethical court can intervene in the sense of changing the number of arbitrators chosen by the parties, regardless of the considerations that would underlie such a solution.

As a supplementary rule, paragraph 2 of art. 10 of the UNCITRAL Model Law states that "*in the case where the parties have not determined the number of arbitrators, the arbitral tribunal will be composed of three arbitrators*". This text comes to prove the preference of the arbitration model in which the arbitral tribunal consists of three arbitrators. The provisions of Title IV of Book VII of the Code of Civil Procedure do not contain a similar express provision. However, in applying art. 1114 paragraph (1) C. proc. civ., in conjunction with the provisions of art. 556 para. (2) C. proc. civ., we note that the Romanian legislator has opted for the approach of the UNCITRAL Model Law, in the sense that, in the absence of an express determination of the number of arbitrators by the signatory parties to the arbitration agreement, the tribunal arbitral will consist of three arbitrators.

Depending on the number of arbitrators, the procedure for setting up the arbitral tribunal differs substantially, as follows:

A. The case of the single arbitrator

The rules of the Court of Arbitration in Paris provide that when the parties cannot agree on the number of arbitrators, only one arbitrator will be appointed, unless "the dispute is of such a nature as to require the appointment of three arbitrators". Following the same policy, the Rules of the International Court of Arbitration in London provide that "a single arbitrator shall be appointed unless the parties have agreed differently in writing or if the International Court of Arbitration in London does not determine, in all circumstances. in the case, that a three-member tribunal is required. "

The code of civil procedure does not contain any provision regarding the number of arbitrators in the title reserved for the international arbitration process, but we identify that, according to art. 556 para. (1) C. proc. civ., applicable on the basis of the subsidiarity principle of the provisions regarding the internal arbitration (art. 1123 C. proc. civ.), the Civil Procedure Code allows the establishment of a court of one or more arbitrators, provided that the number of arbitrators is, in any case, odd. The legislator's preference remains for a court consisting of three members, as deduced from art. 556 para. (2) C. proc. civ., according to which "if the parties have not determined the number

of the arbitrators, the dispute is judged by 3 arbitrators, one appointed by each of the parties, and the third - the arbitrator - appointed by the two arbitrators".

The option of appealing to a single arbitrator also presents a number of advantages and disadvantages. On the one hand, the advantages of referencing a dispute with a single arbitrator are obvious. On the other hand, the establishment of meetings, meetings and hearings is much easier to establish than in the case of an arbitral tribunal consisting of three arbitrators. Also, the costs associated with such a dispute are obviously lower, as the parties will only have to bear the fees and expenses of a single arbitrator. At the same time, in theory, the establishment of the decision-making forum on the litigious aspects of the case, as well as the deliberation process should be easier, without the problem of the existence of a conflict of opinions that would require the establishment of a complete divergence or the drafting of a separate opinion. . As a consequence, if the parties agree on a certain person to be appointed as an arbitrator, such an option could prove to be the most profitable both from an administrative and economic point of view.

However, if the parties cannot agree on the appointment of a single arbitrator, an arbitrator will be "forced" on them; that is, an arbitrator will be chosen by the arbitration institution designated for the organization of the arbitration or by another designated authority, in accordance with the legislation governing the rules of procedure of the arbitration, to appoint the arbitrator. (Redfern, Hunter, 2009) The arbitrator so chosen may or may not be suitable for assignment. What is certain is that he or she was not chosen by the parties, but by someone else on their behalf, thus depriving the parties of one of the fundamental benefits of arbitration, namely the appointment of the arbitrator. Also, there is a high risk of a "solitary decision" or an error by a single arbitrator who does not benefit from the balance factor of two additional arbitrators analyzing the disputed issues.

As a consequence, in international arbitration practice, there is a clear preference for the appointment of three arbitrators in all cases, except for those of small proportions. The rules of the United Nations Commission on the Law of International Trade reflect this preference, showing that unless the parties have previously agreed differently, three arbitrators will be appointed. A similar provision is contained in the UNCITRAL Model Law.

In our opinion, the parties' choice for an arbitral tribunal composed of one or more arbitrators should be evaluated by reference to the rules of material jurisdiction of the courts of common law, provided for in the Code of Civil Procedure. Thus, litigations with a value of less than 200,000 lei, which involve less complex aspects of material law, resolved in the first instance in the ethical justice system by judges, could be preferable to be resolved by a single arbitrator. This option would create a balance between the desired efficiency of the procedures and the guarantee of a fair and fair solution, given the relatively low complexity of disputes. In contrast, a dispute involving specialized issues, which, as a rule, would have been resolved at first instance by the courts or courts of appeal in the ethical justice system, would be preferable to be resolved by a three-member panel. Basically, such an option would give the parties the possibility to select specialized arbitrators in the field of judgment, following which the chosen arbitrator will have the specialized legal knowledge necessary to lead the arbitration process. Obviously, this criterion proposed by us does not have to be applied in a rigid sense, but it can represent an objective reference system in the process of establishing the number

of arbitrators entering the composition of the arbitral tribunal. Of course, such a reference system could be effective only if the parties agree on the settlement of the dispute through arbitration, after the moment when it is born.

The arbitral tribunal shall be deemed constituted on the date of acceptance of the assignment by the sole arbitrator. The date on which the assignment is considered accepted is the date of dispatch of the communication by which the arbitrator accepts the assignment. (Red, 2016)

B. Two referees

There are areas of activity where a practice has been developed to submit legal disputes to an arbitral tribunal consisting of two arbitrators proposed by the parties. (Redfern, A., Hunter, 2009) In case of disagreements regarding the settlement of the disputed issues arising between the arbitrators, they appeal to a third arbitrator, called umpire. This practice, which is usually found exclusively within the guilds or professional organizations, is based on the belief that, in essence, arbitration must be an elegant and "friendly" method of ending litigation. However, it is not a practice that is recommended in international commercial arbitrations. Especially in highly controversial litigation, it is important to have someone to take the lead in the arbitral tribunal. If there is only one arbitrator, then there is no problem. The situation is similarly presented in the case of a court that has three arbitrators, where the presiding arbitrator is obviously in charge. However, if there are two referees, which of them are to lead? How long are they required to spend on such discussions before deciding? If they cannot reach an agreement, whose responsibility is it to inform the parties and to ensure that steps are taken to name an umpire? Within the confines of a trade association, such problems rarely occur and even when they do occur, they can be resolved with relative ease through commercial practice. In the traditional process of international arbitration, it is preferred to avoid such problems, which is why courts consisting of two arbitrators do not present themselves as a viable solution.

Thus, the option of the Romanian legislator to prohibit the establishment of arbitral tribunals consisting of two arbitrators is probably reasonable. Unlike the old procedural-civil regulation, according to art. 556 para. (1) C. proc. civ., the parties determine whether the dispute is judged by a single arbitrator or by several arbitrators, which must always be odd. This prohibition also takes effect in the international arbitration process, pursuant to art. 1123 C. proc. Civ. The limitation established by the aforementioned legal provisions prohibit the litigating parties, who understand to submit a dispute to the arbitration carried out in accordance with the rules of procedure stipulated in the Romanian Civil Procedure Code, to constitute an arbitral tribunal composed of two arbitrators. Moreover, our legislation is inadequate to solve the issues mentioned above, which could arise in an arbitration process led by an arbitral tribunal consisting of two members. Most likely, in this hypothetical scenario, the solution that would be required would be to call on the national competent courts to resolve the obstacles that would arise during the arbitration process. An alternative solution would be to establish contractually the mechanisms for decongesting obstacles that may arise in arbitration.

Moreover, we consider that in relation to the shortcomings identified above, as well as the circumstances in which two arbitrators are called, the example identified in doctrine and dealt with above, rather presents the characteristics of a conciliation in

which each of the parties appoints a third party to act in their interest, trying to solve the case through a compromise.

However, we note that in international arbitration the rule established by the Romanian legislator regarding the odd number of arbitrators (Leș, 2015) was not imposed, under the conditions where, for example, art. 10 paragraph (1) of the UNCITRAL Model Law states the possibility and freedom of the parties to appoint the number of arbitrators. Moreover, case law shoes that an arbitration agreement establishing an arbitral tribunal made up of an even number of members represents an exercise of the principle of freedom of will of the parties in international arbitration, and as such does not conflict with any norms contained in the UNCITRAL Model Law. Moreover, this possibility was anticipated by the architects of the UNCITRAL Model Law, being approved by them. But for the reasons outlined above, we express reservations about the efficiency of such a court.

C. Three arbitrators

The modern preference is for international disputes to be brought to the attention of an arbitral tribunal made up of three arbitrators. Therefore, in most cases, the parties' option is to set up an arbitral tribunal consisting of three members, each of the parties appointing one arbitrator, the third being chosen by the two designated arbitrators.

We therefore observe that art. 10 paragraph (2) of the UNCITRAL Model Law provides that, in the absence of an agreement of the parties, the number of arbitrators constituting the arbitral tribunal will be three. We find a similar provision in art. 556 para. (2) of C. proc. civ.

The preference for a three-member arbitral tribunal is easy to understand. First, such a court has the guarantee of specialization. We know that, in practice, the disputes arising from judicial settlement employ a series of problems that transcend the legal field and also employ specialized knowledge. A complete set of both legal specialists and persons with significant experience in the field of judgment presents all the guarantees of a fair trial.

Also, an arbitral tribunal gives the parties much greater freedom in establishing the members of the tribunal, which contributes to the confidence that they will have in the decision-making forum called to resolve their case. On the other hand, the inherent negotiations between the parties will be avoided, in the case of a single-member arbitration tribunal.

On the other hand, it is true that a court made up of three members is much more expensive than a court headed by a single arbitrator and, as a rule, it will take longer to reach a judgment. However, an arbitral tribunal made up of three arbitrators will present additional guarantees regarding the quality of the solution pronounced both from a technical and legal point of view and from a specialized one. In the context in which the arbitration process is essentially subject to a single jurisdiction, the guarantees of a sound and legal decision must be ensured. As a result, the risk of an error of judgment is much lower in the case of an arbitral tribunal consisting of three members, compared to one consisting of a single arbitrator, without any colleague to correct or debate it. It follows that the final judgment of a three-member tribunal is more likely to be acceptable to the parties.

The arbitral tribunal is considered constituted on the date of the last acceptance of the arbitrator's assignment, the date of acceptance, as in the case of the court consisting of a

single arbitrator, is the date of dispatch by mail of the communication by which the acceptance of the mandate is manifested. (Ciobanu, Briciu, Dinu, 2013)

In connection with the appointment of international arbitrators, a limitation that we can identify in the law of most states, is that the arbitrators must be natural persons. For example, article 1451 of the French Code of Civil Procedure provides that the arbitrator's task may be granted only to a natural person. Although we can identify the reason for the regulation from the perspective of the efficiency of the arbitration, being easy to understand why the deliberation would be much easier in the case of a natural person than in the case of a legal person, we consider that in practice there may be cases in which the solution of a legal person arbitrator can be useful. Moreover, the World Intellectual Property Organization provides, in its own arbitration regulation, the possibility for the parties to appoint a legal person as arbitrator.

Such a possibility does not exist in the arbitration process conducted according to the Romanian legislation, given that art. 555 C. proc. civ. expressly conditions the quality of arbitrator to that of a natural person. In our opinion, such a limitation does not appear justified as we can imagine situations in which the arbitration process could be conducted by a legal person, such a solution being even preferable. We consider in particular the disputes that involve specialised problems, in specialized industries where the activity supervisory body may prove to be the most entitled to settle the dispute. Indeed, we could imagine why a conflict that could affect fair competition between two companies could be resolved with confidence by the Competition Council. Of course, as mentioned above, we express our unreserved opinion that, in the current legislative configuration, it is not possible to appoint a legal person as an arbitrator (Miron, 2019)

The legal literature shows that if the parties designate a legal person as an arbitrator, the convention is ineffective. It may at most value the intention of the parties to entrust the organization of the arbitration. (Păncescu, 2013)

It has also been argued that a legal person cannot acquire the status of arbitrator, a limitation that results from the express reference of the law only to natural persons. In other legislations it is expressly stated that if the arbitration agreement designates a legal person to settle the dispute it has only the power to organize the arbitration. (Leș, 2013)

The current rules of procedure of CAICIR do not contain any limitations of the nature of those included in the Code of civil procedure. Thus, there is no express provision, of the nature of that contained in art. 555 C. proc. civ., by which the obligation for the arbitrator to be a natural person and to have full exercise capacity is decided. However, if the full capacity of exercise appears as an intrinsic condition in the conditions in which the appointed arbitrator must have the capacity required by law to accept the appointment, the condition that the arbitrator is a natural person is a question that remains debatable. Thus, the current CAICCIR rules of procedure does not contain an express prohibition in the sense that a legal person can not act as an arbitrator. Moreover, the new rules of procedure of CAICCIR stipulate in article 2 point 2 the definition of an arbitration request, this being the request to settle an arbitration dispute by a natural person or a legal person. Of course, the definition provided by Article 2 of the CAICCIR rules of procedure can be drafted erroneously, as it allows two interpretations in the sense that it cannot be distinguished whether the person making the request or the person to whom the request is addressed. But, in our opinion, by reference to the definition given to the counterclaim, where the phrase formulated by the one is used, we believe that in

the definition given to the arbitration request, in fact, reference is made to the persons called to settle the dispute. Starting from these observations, we come to the conclusion that the current rules of procedure do not provide for any prohibition in appointing a legal person as an arbitrator (Miron, 2019)

It is true that a comparative study of national arbitration regulations will reveal that in the vast majority of cases, states provide expressis verbis the condition that the arbitrator appointed by the parties should be a natural person. Thus, in Portugal, only natural persons with full execution capacity, independent and impartial, can act as arbitrator.

Similarly, in Serbia the arbitrators must be natural persons with full capacity for exercise; in France, the Civil Procedure Code expressly provides that only natural persons with full exercise capacity may be arbitrators, and if the parties appoint an arbitrator a legal person, this company will act as the organizer of the arbitration; in Greece, the condition that the arbitrator is a natural person implicitly results from the legal conditions imposed on the arbitrators, including the condition that the arbitrator has electoral rights; In Turkey, the condition of the natural person arbitrator is expressly provided.

However, in countries such as Switzerland, Germany, Sweden, Spain, India, Norway, Croatia, the United States and many others, there is no express limitation that excludes the possibility of an arbitrator being a legal entity.

The idea of the legal person arbitrator was also debated under the old Romanian procedural regulation. In doctrine it was shown that in the old regulation, the Code of civil procedure did not exclude the possibility of appointing an arbitrator a legal person, but the new modifications were implemented to facilitate the establishment of the arbitral tribunal. (Roba, 2012)

The notion of the arbitrator as a legal person is not uncommon in international regulations. The arbitration rules of the International Organization for Intellectual Property Rights expressly provide in Article 1 to paragraph 1 that the arbitration involves the settlement of disputes between the parties outside the ethical system of judgment by the arbitrators natural or legal persons chosen or accepted by the parties.

Thus, in some jurisdictions, the principle of autonomy of the parties' will by reference to the manner of naming the parties is so broad that it does not restrict the possibility for the parties to appoint legal persons to act as arbitrator. In Spain, for example, we have found case law where the national court in Madrid, having been addressed with a case that involved the annulment of an arbitral award on the grounds that in the composition of the arbitral tribunal was also a legal person decided to reject the action. The court held that the principle of the autonomy of the parties' will does not prohibit the parties from establishing an arbitral tribunal whose composition also includes legal persons as arbitrators.

An arbitral tribunal that has in its composition also a legal person has both advantages and disadvantages. The main advantage of such an arbitrator is the expertise and reputation on in the business market. A legal person arbitrator can present the guarantee of a complex and multiple expertise, of a cumulative solution, knowledge and perspective that cannot be offered by a natural person. This is because the solution of the arbitrator legal person represents the corporate will generated by its management bodies, the mechanisms that generate the solution ensuring the collaboration of a group of experts. At the same time, the reputation of the company from the point of view of the

expertise held in the field in which the dispute was generated can offer the guarantee of an appropriate technical solution to the case submitted to the arbitration.

On the other hand, this cooperation is transposed into a more laborious judicial procedure, both the deliberation and the administration of the process proving more troublesome, since the solution of the arbitrator legal person is identical with the corporate will, and this is formed according to the regulations that govern the organization of the company. . As such, the parties must implicitly and necessarily compromise the attribute of celerity for a further guarantee of the soundness of the solution from a technical point of view.

5. CONCLUSION

In our opinion, it is unambiguous that in international disputes, a legal person may be appointed as an arbitrator. There are, in this case, as we have seen, examples of regulations that allow the appointment of an arbitrator as a legal person, and most of the national regulations do not exclude this possibility.

Regarding the national regulation, in the view of the current Code of civil procedure, a case can be submitted only to a arbitral tribunal made up of natural persons arbitrator.

However, the limitation does not appear as obvious in the Rules of Procedure of the International Arbitration Court next to the Chamber of Commerce and Industry of Romania. As such, in an interpretation that is based on the principle of the voluntary character of the arbitration, we consider that the existence of an arbitral tribunal in whose composition there is a legal person arbitrator is not excluded.

Finally, we consider that the law would require the amendment of the Civil Procedure Code in the sense of eliminating the condition of the arbitrator as a natural person, in order to comply with the principle of the voluntary character of the arbitration as well as the international tendencies in the matter.

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