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FRENCH LAW  
NEW CODE OF CIVIL PROCEDURE

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#### TITLE I – ARBITRATION AGREEMENTS

##### CHAPTER I - The arbitration clause

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##### **Article 1442**

An arbitration clause is an agreement by which the parties to a contract undertake to submit to arbitration the disputes which may arise in relation to that contract.

##### **Article 1443**

An arbitration clause is void unless it is set forth in writing in the main agreement or in a document to which that agreement refers.  
Subject to the same penalty, the arbitration clause must either appoint the arbitrator or arbitrators or provide for a mechanism for their appointment.

##### **Article 1444**

If, after the dispute has arisen, a difficulty arises in the constitution of the arbitral tribunal as a result of the conduct of one of the parties or with respect to the implementation of the mechanism of appointment, the President of the Tribunal de Grande Instance shall appoint the arbitrator or arbitrators.  
However, this appointment shall be made by the President of the Tribunal de Commerce if the agreement has expressly so provided.  
If the arbitration clause is either manifestly void or inadequate for the purpose of constituting the arbitral tribunal, the President shall so state and declare that no appointment need be made.

##### **Article 1445**

The dispute shall be submitted to the arbitral tribunal either jointly by the parties or by the most diligent party.

##### **Article 1446**

If void, the arbitration clause shall be deemed not written

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##### CHAPTER II - The submission agreement

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##### **Article 1447**

A submission agreement is an agreement by which the parties to a dispute that has arisen submit such dispute to arbitration by one or more persons.

##### **Article 1448**

A submission agreement is void unless it sets forth the subject matter of the dispute.  
Subject to the same penalty, it must either appoint the arbitrator or arbitrators or provide for a mechanism for their appointment.  
A submission agreement shall lapse when an arbitrator whom it appoints does not accept

the mission entrusted to him or her.

**Article 1449**

A submission agreement shall be evidenced in writing. It may take the form of minutes signed by the arbitrator and the parties.

**Article 1450**

The parties shall have the right to submit their disputes to arbitration even where proceedings are already pending before another jurisdiction.

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**CHAPTER III** - Common rules

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The mission of arbitrator may only be entrusted to a natural person; such person must have full capacity to exercise his or her civil rights.  
If the arbitration agreement appoints a juridical person, such person only has the power to organize the arbitration.

**Article 1452**

The constitution of the arbitral tribunal is complete only if the arbitrator or arbitrators accept the mission entrusted to them.  
An arbitrator who is aware of a ground for challenge regarding his or her person shall so inform the parties. In such a case, he or she may accept his or her mission only with the agreement of the parties.

**Article 1453**

An arbitral tribunal shall be composed of a sole arbitrator or of several arbitrators in an uneven number.

**Article 1454**

When the parties appoint an even number of arbitrators, the arbitral tribunal shall be completed with an arbitrator chosen either in accordance with the mechanism envisaged by the parties or, in the absence of such mechanism, by the appointed arbitrators or, in the absence of agreement between the appointed arbitrators, by the President of the Tribunal de Grande Instance.

**Article 1455**

When a natural or juridical person is responsible for organizing the arbitration, the arbitral mission shall be entrusted to one or several arbitrators accepted by all the parties.  
In the absence of such acceptance, the person responsible for organizing the arbitration shall invite each party to appoint an arbitrator and shall, if appropriate, proceed to appoint the arbitrator required to complete the arbitral tribunal. If the parties fail to appoint an arbitrator, such arbitrator shall be appointed by the person responsible for organizing the arbitration.  
The arbitral tribunal may also be directly constituted in accordance with the procedures set forth in the preceding paragraph. The person responsible for organizing the arbitration may provide that the arbitral tribunal make only a draft award and that if such draft is contested by one of the parties, the matter shall be submitted to a second arbitral tribunal. In such a case, the members of the second tribunal shall be appointed by the person responsible for organizing the arbitration, each of the parties having the right to have one of the arbitrators so appointed replaced.

**Article 1456**

If the arbitration agreement does not specify a time limit, the arbitrators' mission shall last only six months from the day the last arbitrator accepted his or her mission.  
The statutory or contractual time limit may be extended either by agreement of the parties or, at the request of either of them or of the arbitral tribunal, by the President of the Tribunal de Grande Instance or, in the case provided for in Article 1444, paragraph 2, by the President of the Tribunal de Commerce.

**Article 1457**

In the cases provided for in Articles 1444, 1454, 1456, and 1463, the President of the Tribunal, seized as in expedited proceedings (*référé*) by a party or by the arbitral tribunal, shall rule by way of an order against which no recourse is available.  
However, such order may be appealed when the President holds that no appointment shall be made for one of the reasons set forth in Article 1444 (paragraph 3). The appeal shall be brought, heard and decided as for recourse against jurisdictional decisions (*contredit de compétence*).  
The President having jurisdiction is the President of the Tribunal designated by the arbitration agreement or, in the absence of such designation, the President of the Tribunal of the place where that agreement located the arbitral proceedings. If the agreement is silent, the President having jurisdiction is the President of the Tribunal of the place where the party or one of the parties opposing the application to the President resides or, if such party does not reside in France, the President of the Tribunal of the place where the party making the application resides.

**Article 1458**

When a dispute submitted to an arbitral tribunal by virtue of an arbitration agreement is brought before a national court, such court shall decline jurisdiction.  
If the arbitral tribunal has not yet been seized of the matter, the court shall also decline jurisdiction unless the arbitration agreement is manifestly void.  
In neither case may the court decline jurisdiction on its own motion.

**Article 1459**

Any provision or agreement contrary to the rules set forth in the present Chapter shall be deemed not written.

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**TITLE II – THE ARBITRAL PROCEEDINGS**

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 [BACK TO TOP](#)**Article 1460**

The arbitrators shall determine the arbitral procedure without being bound to follow the rules established for the courts, unless the parties have provided otherwise in the arbitration agreement.

However, the fundamental principles of court proceedings set forth in Articles 4 to 10, 11 (paragraph 1) and 13 to 21 shall always apply to arbitral proceedings.

If a party is in possession of an item of evidence, the arbitrator may also order that party to produce it.

**Article 1461**

Procedural orders and minutes shall be made by all the arbitrators unless the arbitration agreement authorizes them to delegate this task to one of them.

Third parties shall be heard without being sworn.

**Article 1462**

Each arbitrator shall carry out his or her mission until it is completed.

An arbitrator may only be dismissed with the unanimous consent of the parties.

**Article 1463**

An arbitrator may only refuse to act or be challenged on a ground which is revealed or arises after his or her appointment.

Difficulties relating to the application of the present article shall be brought before the President of the competent court.

**Article 1464**

The arbitral proceedings shall come to an end, unless otherwise specifically agreed by the parties:

- 1° On the dismissal, death, or incapability of an arbitrator or on the loss of his or her full capacity to exercise his or her civil rights;
- 2° On an arbitrator refusing to act or being challenged;
- 3° On the expiration of the time limit for arbitration.

**Article 1465**

The suspension of the arbitral proceedings is governed by the provisions of Articles 369 to 376.

**Article 1466**

If, before the arbitrator, one of the parties challenges the principle or scope of the arbitrator's jurisdiction, the arbitrator shall rule on the validity or scope of his or her jurisdiction.

**Article 1467**

Unless otherwise agreed, the arbitrator shall have the power to resolve an incidental claim for verification of a person's writing or forgery in accordance with Articles 287 to 294 and Article 299.

In the case of an incidental claim for forgery of official documents, Article 313 is applicable before the arbitrator. The time limit for the arbitration shall continue to run from the day when the incidental claim has been decided.

**Article 1468**

The arbitrator shall fix the date upon which deliberations shall begin.

After this date, no claim may be made, nor any argument raised. No observation may be presented nor any evidence produced, except at the request of the arbitrator.

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**TITLE III – THE ARBITRAL AWARD**

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Arbitrators' deliberations shall be confidential.

**Article 1470**

The arbitral award shall be made by a majority vote.

**Article 1471**

The arbitral award shall succinctly state the respective claims and arguments of the parties.

Reasons shall be given for the decision.

**Article 1472**

The arbitral award shall indicate:

- the names of the arbitrators who made it;
- its date;
- the place where it was made;
- the last names, first names or denomination of the parties, as well as their domicile or corporate headquarters;
- if applicable, the names of the counsel or other persons who represented or assisted the parties.

**Article 1473**

The arbitral award shall be signed by all the arbitrators.

However, if a minority among them refuses to sign it, the others shall mention the fact

and the award shall have the same effect as though it had been signed by all the arbitrators.

**Article 1474**

The arbitrator shall resolve the dispute in accordance with the rules of law, unless the parties, in the arbitration agreement, have empowered such arbitrator to rule as amiable compositeur.

**Article 1475**

The award brings an end to the arbitrator's jurisdiction over the dispute it resolves. However, the arbitrator has the power to interpret the award, to rectify clerical errors and omissions affecting it, and to complete it when he or she has failed to rule on a claim. Articles 461 to 463 are applicable. If the arbitral tribunal cannot be reconvened, this power shall vest in the court which would have had jurisdiction in the absence of arbitration.

**Article 1476**

Once it is made, the arbitral award is res judicata in relation to the dispute it resolves.

**Article 1477**

The arbitral award may only be enforced by virtue of an enforcement order (exequatur) issued by the Tribunal de Grande Instance of the place where the award was made. For this purpose, the original of the award, together with a copy of the arbitration agreement, shall be filed by one of the arbitrators or by the most diligent party with the secretariat of the court.

**Article 1478**

The enforcement order is affixed to the original of the arbitral award. Reasons shall be given for any order refusing enforcement.

**Article 1479**

The rules on provisional enforcement of judgments are applicable to arbitral awards. In the case of an appeal or an action to set aside, the First President or the magistrate conducting the procedure, once the matter is referred to him or her, may grant enforcement of the arbitral award and declare it provisionally enforceable. He or she may also order provisional enforcement pursuant to the procedure provided for in Articles 525 and 526; his or her decision shall be the equivalent of an enforcement order.

**Article 1480**

An award shall be void unless it complies with the provisions of Articles 1471 (paragraph 2), 1472, with respect to the names of the arbitrators and the date of the award, and 1473.

**TITLE IV – AVAILABLE RECOURSE**

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**Article 1481**

An arbitral award may not be the subject of opposition proceedings or of a petition to vacate before the Cour de Cassation.

It may be the subject of third party opposition proceedings before the court which would have had jurisdiction had there been no arbitration, subject to the provisions of Article 588 (paragraph 1).

**Article 1482**

An arbitral award may be appealed unless the parties waived their right to appeal in the arbitration agreement. However, it may not be appealed where the arbitrator has been empowered to rule as amiable compositeur, unless the parties expressly reserved the right to do so in the arbitration agreement.

**Article 1483**

Where, in accordance with the distinctions made in Article 1482, the parties have not waived their right to appeal or have expressly provided for such right in the arbitration agreement, an appeal is the only form of recourse available, be it to obtain the revision or the setting aside of the arbitral award. The appellate judge shall rule as amiable compositeur where the arbitrator was empowered to do so.

**Article 1484**

Where, in accordance with the distinctions made in Article 1482, the parties have waived their right to appeal or have not expressly reserved such right in the arbitration agreement, an action to set aside what is characterized as an arbitral award may nonetheless be brought, notwithstanding any provision to the contrary. It is available only in the following cases:

- 1° Where the arbitrator ruled in the absence of an arbitration agreement or on the basis of an agreement that was void or had expired;
- 2° Where the arbitral tribunal was irregularly constituted or the sole arbitrator irregularly appointed;
- 3° Where the arbitrator ruled without complying with the mission conferred upon him or her;
- 4° When due process has not been respected;
- 5° In all cases of nullity envisaged in Article 1480;
- 6° Where the arbitrator has violated a rule of public policy.

**Article 1485**

When a court seized of an action to set aside sets the arbitral award aside, it shall rule on the merits of the case within the limits of the arbitrator's mission, unless otherwise agreed by all the parties.

**Article 1486**

Appeals and actions to set aside shall be brought before the Court of Appeals of the place where the arbitral award was made.

These forms of recourse are admissible immediately after the making of the award; they are no longer admissible if they have not been exercised within one month of the official notification of the award bearing an enforcement order.

Enforcement of the arbitral award shall be suspended for the period during which these forms of recourse may be exercised. The exercise of such recourse during that period shall also have a suspensive effect.

**Article 1487**

Appeals and actions to set aside shall be brought, heard and decided in accordance with the rules relating to procedure in litigation before the Court of Appeals.

The characterization of the form of recourse made by the parties at the time when the declaration is made may be modified or clarified at any time until the Court of Appeals is seized of the matter.

**Article 1488**

No form of recourse is available against an order granting enforcement of an award.

However, an appeal against or an action to set aside an award shall, within the limits of the court's jurisdiction, be deemed to constitute recourse against the decision of the judge who granted enforcement or to bring an end to that judge's jurisdiction.

**Article 1489**

An order refusing to grant enforcement may be appealed within one month of its official notification. In that case, the Court of Appeals shall, at the request of the parties, rule on the arguments which they could have raised against the arbitral award, whether on appeal or in an action to set aside.

**Article 1490**

Rejection of an appeal or of an action to set aside shall be deemed to be an enforcement order with respect to the arbitral award or those of its terms that have not been censured by the Court of Appeals.

**Article 1491**

An action to revise the arbitral award is available in the same cases and under the same conditions as those envisaged for court judgements.

It shall be brought before the Court of Appeals which would have had jurisdiction over other forms of recourse against the award.

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**TITLE V – INTERNATIONAL ARBITRATION**


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**Article 1492**

An arbitration is international when it involves the interests of international trade.

**Article 1493**

The arbitration agreement may, directly or by reference to arbitration rules, appoint the arbitrator or arbitrators or provide for a mechanism for their appointment.

If a difficulty arises in the constitution of the arbitral tribunal in an arbitration which takes place in France or which the parties have agreed shall be governed by French procedural law, the most diligent party may, in the absence of a clause to the contrary, apply to the President of the Tribunal de Grande Instance of Paris in accordance with the procedures of Article 1457.

**Article 1494**

The arbitration agreement may, directly or by reference to arbitration rules, determine the procedure to be followed in the arbitral proceedings; it may also submit the proceedings to a specified procedural law.

If the agreement is silent, the arbitrator shall determine the procedure, if need be, either directly or by reference to a law or to arbitration rules.

**Article 1495**

Where the international arbitration is governed by French law, the provisions of Titles I, II, and III of the present Book shall only apply in the absence of a specific agreement, and subject to Articles 1493 and 1494.

**Article 1496**

The arbitrator shall resolve the dispute in accordance with the rules of law chosen by the parties; in the absence of such a choice, in accordance with the rules of law he or she considers appropriate.

In all cases he or she shall take trade usages into account.

**Article 1497**

The arbitrator shall rule as amiable compositeur if the agreement of the parties conferred this mission upon him or her.

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**TITLE VI – RECOGNITION OF, ENFORCEMENT OF, AND RECOURSE AGAINST  
ARBITRAL AWARDS MADE ABROAD OR IN INTERNATIONAL ARBITRATION**


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**CHAPTER I** - Recognition and enforcement of arbitral awards made abroad or in international arbitration

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**Article 1498**

Arbitral awards shall be recognized in France if their existence is proven by the party relying on the award and if such recognition is not manifestly contrary to international public policy.

Such awards shall be declared enforceable in France by the enforcement judge under the same conditions.

**Article 1499**

The existence of an arbitral award is established by the production of the original of the award together with the arbitration agreement, or of copies of such documents which satisfy the conditions required for their authenticity.

If such documents are not in the French language, the party shall produce a translation certified by a translator registered on the list of experts.

**Article 1500**

The provisions of Articles 1476 to 1479 are applicable.

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**CHAPTER II** - Recourse against arbitral awards made abroad or in international arbitration

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**BACK TO TOP****Article 1501**

A decision which refuses recognition or enforcement of an award may be appealed.

**Article 1502**

An appeal against a decision which grants recognition or enforcement is available only in the following cases:

- 1° Where the arbitrator ruled in the absence of an arbitration agreement or on the basis of an agreement that was void or had expired;
- 2° Where the arbitral tribunal was irregularly constituted or the sole arbitrator irregularly appointed;
- 3° Where the arbitrator ruled without complying with the mission conferred upon him or her;
- 4° When due process has not been respected;
- 5° Where the recognition or enforcement is contrary to international public policy.

**Article 1503**

The appeal provided for in Articles 1501 and 1502 shall be brought before the Court of Appeals having jurisdiction over the judge who made the decision. It may be brought within one month of the official notification of the judge's decision.

**Article 1504**

An arbitral award made in France in an international arbitration may be the subject of an action to set aside in the cases set forth in Article 1502. No form of recourse is available against an order granting enforcement of such an award. However, an action to set aside shall, within the limits of the court's jurisdiction, be deemed to constitute recourse against the decision of the judge who granted enforcement or to bring an end to that judge's jurisdiction.

**Article 1505**

An action to set aside as provided for in Article 1504 shall be brought before the Court of Appeals of the place where the award was made. Such action is admissible immediately after the making of the award; it is no longer admissible if it has not been brought within one month of the official notification of the award bearing an enforcement order.

**Article 1506**

Enforcement of the arbitral award shall be suspended for the period during which recourse provided for in Articles 1501, 1502 and 1504 may be exercised. The exercise of such recourse during that period shall also have a suspensive effect.

**Article 1507**

The provisions of Title IV of the present Book, except those of the first paragraph of Article 1487 and of Article 1490, are not applicable to recourse proceedings.

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