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Mutual Recognition and Enforcement of Arbitral Awards in Mainland China and Taiwan: A Breakthrough in Cross-Strait Relations

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While political relations between China and Taiwan have gone from bad to worse in recent years, the growing importance of economic relations between both sides of the Taiwan Strait has compelled governments on both sides to amend relevant laws and regulations so that courts may recognise and enforce arbitral awards rendered by each other’s arbitral organisations. This historic trend started in 1992, when Taiwan’s Legislative Yuan passed a statute authorising courts to recognise and enforce civil judgments and arbitral awards rendered in mainland China. China’s Supreme People’s Court reciprocated in 1998 by issuing regulations permitting recognition and enforcement of arbitral awards rendered by arbitration bodies in Taiwan. Significantly, courts on both sides have recently begun enforcing each other’s arbitral awards. This amounts to a major breakthrough in cross-Taiwan Strait relations that as of yet has gone widely unnoticed. However, more experience must be accumulated on both sides before the emerging system of cross-Taiwan Strait arbitral award recognition and enforcement can be declared a success.

Introduction

Due to political enmity dating back to their separation by civil war in 1949, governments in China and Taiwan have yet to open formal contacts and dialogue with each other. However, private economic exchanges across the Taiwan Strait have boomed in recent years. As the value of annual trade and investment has soared to tens of billions of US dollars, commercial disputes between parties in China and Taiwan have inevitably become common. While

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governments in Beijing and Taipei have not established any formal commercial dispute resolution mechanisms, the sheer scale and importance of cross-strait economic exchanges has compelled both sides to create favourable conditions for the healthy development of arbitration. Legislative and judicial authorities in China and Taiwan have unilaterally revised statutes, rules and administrative regulations so that arbitral awards rendered in China and Taiwan may be recognised and enforced by each other's courts. More importantly, courts on both sides actually begun enforcing each other's arbitral awards, instilling vital confidence in the process of arbitration. This amounts to nothing less than a breakthrough in cross-Taiwan Strait relations. At the same time, successful enforcement of arbitral awards on both sides testifies to the advantages and benefits of arbitration in general.

In order to focus on issues specific to China-Taiwan arbitration, this article will not provide details about the scale of cross-strait trade and investment. Instead, this article will: (i) provide a basic summary of why both sides have realised the need to encourage the healthy development of arbitration, (ii) review and analyse measures taken by Beijing and Taipei to enable recognition and enforcement of each other's arbitral awards, and (iii) analyse recent case law involving successful and unsuccessful petitions for recognition and enforcement of arbitral awards. This article will conclude by making suggestions for future research into this timely and fascinating topic.

Due to the timeliness of this subject and the lack of Chinese language materials in the Miami area, this article is mostly based upon Chinese language research papers and news media reports from China and Taiwan obtained in the public domain through the internet. Since the vast majority of information about this topic has been written in Chinese, this article seeks to provide a basic overview of cross-strait arbitration in the English language, as well as review very recent developments that have not been widely analysed in any language. Unless otherwise noted, all sources for this research are in the Chinese language. For the convenience of future research, links to web pages containing source materials, as well as Chinese language case names and citations, have been provided in footnotes and appendix materials.

**Impetus for Development of Cross-Strait Arbitration**

While governments in China and Taiwan remain politically hostile toward each other, economic relations between the two sides of the Taiwan Strait have reached an all-time high. According to statistics released by Taiwan's Government Information Office, 33,155 Taiwanese business entities had received approval from the Taiwan Government to invest US$41.25 billion in mainland Chinese ventures between 1991 and 2004, ranking Taiwan as China's
fifth-largest source of outside capital.\textsuperscript{1} However, these statistics only reflect projects that received official approval from the Taiwan Government. In practice, many Taiwanese have routed investments through third areas such as Hong Kong, Bermuda, the Cayman Islands, Samoa and the British Virgin Islands without seeking approval from authorities in Taiwan.\textsuperscript{2} A report issued by the Chinese Government's Taiwan Affairs Office in 2004 ranked Taiwan as China's sixth-largest source of outside capital. However, the same report openly acknowledged that Taiwan should rank much higher on the list due to routing of capital through third areas, making it "difficult to estimate the true scale" of Taiwanese investment.\textsuperscript{3}

Taiwan's government has estimated the total value of cross-Taiwan Strait trade for 2004 was US$61.64 billion, up 33 per cent over the year before.\textsuperscript{4} China's Government has reported similar figures, confirming that Taiwan is China's second-largest export market after the United States, while China is Taiwan's largest export market.\textsuperscript{5} Cross-Taiwan Strait trade has grown by an average of 30 per cent over the past few years and is expected to keep posting rapid growth as both sides continue lifting restrictions on imports in accordance with their membership in the World Trade Organisation.\textsuperscript{6}

Given the scale of cross-strait trade and investment, commercial disputes involving parties from China and Taiwan have inevitably broken out. In the initial period of economic exchange during the late 1980s and early 1990s, most Taiwanese resorted to private mediation or self-help to resolve disputes with Chinese counterparts.\textsuperscript{7} But after China implemented its first Arbitration Law in 1996, an increasing number of disputes were referred to arbitral bodies associated with the China International Economic and Trade Arbitration Commission (CIETAC). According to CIETAC's own statistics, more than 200 arbitration cases involving Chinese and Taiwanese parties were received between 1995 and 2000, of which 85 per cent were related to investments

\textsuperscript{2} In a recent legislative hearing, Taiwan's Mainland Affairs Council admitted it was "impossible to calculate" how much money had been invested in China via third areas: "If the underground economy were included, it (the total) would be several times more." See "Financial Supervisory Commission Considers Conditional Opening of 40% Limit on Mainland Investment", report on Eastern Television (ETTV Taiwan) news channel website, posted 8 May 2006, available at http://www.ettoday.com/2006/05/08/185-1938876.htm (visited 20 May 2006).
\textsuperscript{4} "Taiwan–China Relations, Cross-Strait Exchanges" (n 1 above).
\textsuperscript{5} See Mei Xinyu (n 3 above).
\textsuperscript{6} Ibid.
made by Taiwanese on the mainland. However, CIETAC has stated that the true scale of disputes involving Chinese and Taiwanese parties was much larger, since many cases involving Taiwanese parties were registered as involving countries and areas Taiwanese funds had been routed through.

A CIETAC study issued in 2003, which focused on cases handled by CIETAC's Beijing office, provides special insight into cases involving Taiwanese parties. In 1995, CIETAC's Beijing office handled 34 cases involving Taiwanese parties, of which 15 plaintiffs were Taiwanese and 19 plaintiffs were Chinese. Ten of these cases were filed or brought against individual Taiwanese persons, while four involved sales of goods. In 1997, 24 of the 237 cases handled by CIETAC's Beijing division involved Taiwanese parties, of which the total value of disputes exceeded RMB 203 million, or more than US$25 million at current rates. In 1998, 13 Taiwan-related cases in which more than RMB 48 million (nearly US$6 million) was disputed were taken by CIETAC's Beijing division, and in 1999, the same office took 18 Taiwan-related cases involving disputes worth RMB 112 million (US$14 million). In 2000, CIETAC's Beijing office handled nine Taiwan-related cases involving disputes worth RMB 21 million (US$2.6 million), and the following year, 11 cases involving disputes worth about RMB 24 million (US$3 million) were taken.

While this research deals exclusively with arbitration between China and Taiwan, it must be noted that many cross-strait commercial disputes are taken before arbitrators in Hong Kong, which continues to serve as a major hub for cross-strait finance and commerce following the territory's 1997 handover from the United Kingdom to China. In 2004, three arbitration cases involving parties from China and Taiwan were referred to the territory's main arbitration body, the Hong Kong International Arbitration Centre (HKIAC), and HKIAC took another five cases involving Chinese and Taiwanese parties in 2005. According to Taiwan High Court Judge Lin Chun-yi, petitions were filed in Taiwan courts to enforce six Hong Kong arbitral awards between 1997 and 2001, of which three were granted, and another three remained in

9 Ibid.
11 Ibid.
12 Ibid.
13 Ibid.
14 Personal correspondence from Christopher To, HKIAC Secretary General, in an e-mail message received on 4 May 2006, on file with the author.
litigation at the time his research was published in 2001. The role played by Hong Kong in resolution of cross-strait commercial disputes is therefore significant and merits further research.

While cross-strait arbitration implies the resolution of disputes between parties from China and Taiwan, an undeterminable yet significant number of disputes referred to arbitration involve Taiwanese plaintiffs and Taiwanese defendants doing business in mainland China. The historic first ruling by a Chinese court recognising and enforcing an arbitral award rendered by Taiwan's main arbitration body, the Chinese Arbitration Association (CAA), involved a commercial dispute between two Taiwanese businesspeople operating in mainland China. Even though both parties to that dispute were Taiwanese, Chinese court enforcement was required because the assets of the losing party were located in China. In Taiwan, the CAA keeps records of arbitral rulings confidential, as is customary among arbitral organisations. However, keyword searches on a verdict search website operated by Taiwan's Judicial Yuan turn up dozens of petitions filed by Taiwanese seeking enforcement of arbitral awards against fellow Taiwanese with regard to disputes arising from business dealings in mainland China.

While statistics are inexact and incomplete, the scale of cross-strait trade and investment belies an overwhelming impetus for the development of arbitration as a means of resolving cross-strait commercial disputes. It is therefore not surprising that leading figures on both sides, including government officials and private sector leaders, have called for more cooperation and reciprocity in the field of commercial arbitration.


17 The Chinese-language verdict search website, accessible through http://www.judicial.gov.tw, is at http://210.69.124.222/JUD/index.htm (visited 20 May 2006). Especially useful keyword searches include taishang (台商), the popular term for “Taiwanese businessperson”; zhongce (仲裁), the term for “arbitration”; zhixing (执行), meaning “enforce”; chezao (撤销), meaning “to cancel” or “set aside”; and jufen (纠纷), the term for “dispute.” While useful, these searches cannot provide complete statistics, since many verdicts, especially those issued before the mid-1990s, are not entered into the system.

CIETAC and the CAA realised early on that private sector cooperation was needed to ensure the healthy development of a reliable arbitration system. Beginning with an inaugural 1992 meeting at Shenzhen, China, CIETAC and the CAA have organised joint seminars to foster direct discussions and exchanges with each other. As of 2005, a total of five such seminars had been held, alternating meeting sites between China and Taiwan. Executive and judicial branch officials from both sides, as well as scholars who work closely with government departments, have attended these meetings. For example, attendees at a seminar held in Taipei in April of 2002 included a professor from China’s National Judges College, the patent department chief of the China Council for the Promotion of International Trade, and a prominent Beijing judge who has ruled on many important commercial and intellectual property-related cases, as well as two prominent Taiwanese judges.

At a meeting in Wuhan, China on 23 September 2005, CIETAC and the CAA signed a Memorandum of Understanding (MOU) calling for increased cooperation between both organisations, which is presented in this article as Appendix 1. Specifically, CIETAC and the CAA agreed to admit each other’s arbitrators, leaving each side to determine and assess qualifications of individual arbitrators. Besides agreeing to hold regular annual seminars and joint meetings, the two organisations also organised a joint campaign to boost awareness about arbitration among Taiwanese businesspeople operating in China.

The MOU between CIETAC and the CAA is a private document signed by private organisations, However, CIETAC and the CAA work closely with governments on both sides, as evidenced by the broad participation of judicial and government officials in their joint activities. Therefore while governments in Beijing and Taipei are unable or unwilling to deal with each other, a green light has been given to CIETAC and the CAA to take the initiative in fostering bilateral cooperation and dialogue on arbitration issues.

Measures Taken by Both Sides to Recognise and Enforce Arbitral Awards

While governments in Beijing and Taipei have left contacts and exchanges to the private sector, both sides have made their own revisions to statutes and
administrative regulations permitting recognition and enforcement of each other's arbitral awards. Initially, both sides were unable to amend laws and administrative regulations due to their unwillingness to recognise the legitimate authority of each other's governments. For political reasons, neither side classified the other side's arbitral awards as "international" in character, but both sides also realised the need to differentiate cross-strait arbitral rulings from ordinary "domestic rulings." In China, arbitral rulings from Taiwan are officially viewed as "domestic arbitral rulings, but with special characteristics," meaning that they are not covered under China's obligations as a party to the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards, commonly known as the New York Convention. In Taiwan, which is not a party to the New York Convention, authorities also do not regard mainland Chinese arbitral awards as "foreign" awards.

The first breakthrough occurred in 1992, when Taiwan's Legislative Yuan passed landmark legislation scrapping the island's policy of eschewing all contacts with the communist mainland. Passed on 31 July 1992, the Act Governing Relations Between Peoples of the Taiwan Area and the Mainland Area, commonly known as the "Cross-Strait Relations Act," established a legal framework for contacts and exchanges between the two sides. Specifically, the Cross-Strait Relations Act divided the Chinese nation into two legally distinct "areas," namely the "Taiwan Area" and the "Mainland Area," and outlined the scope of permissible exchanges between both areas including trade, travel and investment. Most importantly, Article 74 of Chapter 3 in the Cross-Strait Relations Act specifically authorised Taiwan's courts to recognise and enforce civil judgments and arbitral awards rendered in the Mainland Area:

"Article 74

To the extent that an irrevocable civil ruling, judgment or arbitral award rendered in the Mainland Area is not contrary to the public order or good morals of the Taiwan Area, an application may be filed with a court for a ruling to recognise it.

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22 Un Chun-yi, n 15 above, at 16.
23 A translation of relevant provisions in this statute is presented in Appendix II.
24 Act Governing Relations Between Peoples of the Taiwan Area and the Mainland Area, Ch 1, Art 2 (dividing both sides into "areas"), and Ch 2, Art 35 (legalising trade and investment in mainland China). The full text of the Act, including an official English translation, is posted on Taiwan's Ministry of Justice website at http://law.moj.gov.tw/Eng/Fnews/FnewsContent.asp?msgid=763&msgType=en (visited 20 May 2006).
Where any ruling or judgment, or award recognised by a court's ruling as referred to in the preceding paragraph requires performance, it may serve as a writ of execution."\(^{25}\)

According to Taiwan High Court Judge Lin Chun-yi, who has published several articles on arbitration issues, the significance of Article 74 went far beyond permitting recognition and enforcement of arbitral awards rendered on the mainland, since petitions seeking recognition and enforcement of arbitral awards were treated as "non-contentious matters" whose facts could not be reviewed by Taiwan courts.\(^{26}\) According to the Cross-Strait Relations Act, Taiwan courts must defer to arbitrators' factual determinations and may only decide whether to recognise and enforce the arbitral award:\(^{27}\)

"When courts review petitions to recognise mainland arbitral awards, they may only nominally review the legality of the petition, as well as whether the arbitral award was legally and validly rendered. Questions of factual determinations are not reviewable as part of the nominal review process of arbitration recognition rulings."\(^{28}\)

While Taiwan is not a party to the New York Convention, this approach essentially conforms to the New York Convention's operating philosophy in that courts only have the power to either enforce or not enforce awards. In other words, Taiwan courts may not review arbitral awards or set them aside.\(^{29}\)

The Cross-Strait Relations Act does not establish any time limit for when parties may file petitions seeking recognition and enforcement of mainland arbitral awards.\(^{30}\) Article 74 has also been interpreted to govern mediation settlements reached before the arbitration process begins, as long as settlements are endorsed by authorised arbitration organisations.\(^{31}\) Significantly, Article 74 avoided requiring reciprocity from the mainland side, contrasting with the ROC Arbitration Law of 1998, which required reciprocal recognition of Taiwan arbitral awards in foreign courts in order for foreign arbitral awards to be recognised and enforced in Taiwan.\(^{32}\)

\(^{25}\) Ibid., Art 3, Ch 74.
\(^{26}\) Lin Chun-yi, n IS above, at 4.
\(^{27}\) Lin, n 26 above, at 4.
\(^{28}\) Ibid.
\(^{29}\) 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards, Art V.
\(^{30}\) Ibid., at 5.
\(^{31}\) Ibid., at 6.
After the Cross-Strait Relations Act was passed in 1992, hopes were high that Beijing would reciprocate. Courts in Taiwan were quick to begin recognising civil judgments rendered by mainland courts, mostly divorces involving Chinese women and their Taiwanese ex-husbands.33 However, Beijing's political objections to recognising documents containing the official name of Taiwan's Government, the Republic of China, prevented Chinese courts from recognising Taiwan arbitral awards, since documents bore the CAA's official title, zhonghua minguo zhongcai xiehui (中華民國仲裁協會), literally meaning the "Arbitration Association of the Republic of China."34 Frustrated by the lack of a positive response, legislators in Taiwan amended Article 74 on 14 May 1997.35 While leaving the Article's original two passages intact, a third clause was added implementing a reciprocity requirement:

“The preceding two paragraphs shall not apply until the time when for any irrevocable civil ruling, judgment or arbitral award rendered in the Taiwan Area, an application may be filed with a court of the Mainland Area for a ruling to recognise it, or it may serve as a writ of execution in the Mainland Area.”36

Beijing's reaction came on 15 January 1998, when the Judicial Committee of the Supreme People's Court approved the Provisions for Recognition by People's Courts of Civil Verdicts Rendered by Courts in the Taiwan Area ("the Provisions"), which took effect in May of that year.37 While the Provisions were primarily designed for enforcement of civil verdicts, Article 19 applies the Provisions to arbitral awards rendered by "arbitration organisations in the Taiwan Area."38 This lifted China's ban on recognising arbitral awards issued by the CAA, "formally beginning a new era in cross-strait judicial cooperation."39

Following this development, legal channels were established on both sides for recognition and enforcement of each other's arbitral awards. However,
the lack of government-to-government contacts left both sides to undertake unilateral measures in the absence of a bilateral agreement. This unfortunately produced disparities in procedures for obtaining recognition and enforcement of arbitral awards.

It is widely assumed that most losing parties voluntarily pay their arbitral awards, thus sparing winning parties from petitioning courts to enforce their awards. If all losing parties obeyed this golden rule, procedural disparities would mean little. But in practice, both China and Taiwan have become notorious among international business circles after repeated instances of losing parties refusing to pay or resorting to stalling tactics in local courts to avoid compliance with arbitral awards. In China, courts and arbitration bodies have routinely been accused of “local protectionism” by foreign parties, even with regard to awards rendered by CIETAC. In Taiwan, foreign parties that have won arbitration cases have complained of extensive delays caused by losing parties litigating and even re-litigating petitions to deny enforcement of arbitral awards. Given widespread frustration with arbitration bodies in China and Taiwan among foreign parties, the ability of both sides to foster development of arbitration between themselves is all the more amazing.

Turning to actual procedures, in China the following conditions must be met for a Chinese court to approve petitions seeking recognition and enforcement of an arbitral award rendered in Taiwan:

1. The applicant must submit an application containing the original decision, or a certified true and correct copy of the decision, rendered

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by an arbitration body in Taiwan that does not violate the "one China principle."

2. The arbitral award must be final. When a People's Court cannot determine whether an arbitral award is final, the applicant must submit a certification letter from the arbitration body in Taiwan that rendered the arbitral award.

3. The applicant must submit the application to an Intermediate People's Court located in the jurisdiction where the applicant has his or her domicile or frequently resides, or in the jurisdiction where the assets subject to enforcement by the arbitral award are located.

Under the same Provisions, courts in China must deny enforcement of arbitral awards rendered in Taiwan under the following conditions:

1. The validity of the arbitral award could not be verified.
2. The arbitral award was rendered in absentia without notifying or issuing a subpoena to the defendant, or in situations where the defendant was incapable of litigating and did not receive adequate legal representation.
3. A Chinese court has already issued a ruling on the same case.
4. Enforcement of the arbitral award would violate basic principles of national laws and regulations or harm social and public interests.

In Taiwan, Article 74 of the Cross-Strait Relations Act only bars enforcement of mainland arbitral awards found "contrary to the public order or good morals of the Taiwan Area." However, Article 38 of the ROC Arbitration Law, which applies to foreign and domestic arbitral awards, authorises courts to deny enforcement of arbitral awards under the following conditions:

43 Provisions, Arts 4, 5. The "one China principle" has long been the central theme of Beijing's policy toward Taiwan. As officially defined in Article 2 of the Anti-Secession Law passed by China's National People's Congress in March 2005, "There is only one China in the world. Both the mainland and Taiwan belong to one China. China's sovereignty and territorial integrity brook no division. Safeguarding China's sovereignty and territorial integrity is the common obligation of all Chinese people, the Taiwan compatriots included. Taiwan is part of China. The state shall never allow the 'Taiwan independence' secessionist forces to make Taiwan secede from China under any name or by any means." The official English translation of the law is available at http://www.china.org.cn/english/2005lib/122724.htm (visited 20 May 2006).


46 Ibid., at 3, citing Art 9 of the Provisions.

47 Cross-Strait Relations Act, Art 74.
1. The arbitral award concerns a dispute not contemplated by the terms of the arbitration agreement, or exceeds the scope of the arbitration agreement, unless the offending portion of the award may be severed and the severance will not affect the remainder of the award.

2. The reasons for the arbitral award were not stated, as required, unless the omission was corrected by the arbitral tribunal.

3. The arbitral award directs a party to act contrary to the law.

While scholars in mainland China have praised Taiwan for taking the lead in recognising and enforcing mainland arbitral awards, the general process of enforcing arbitral awards in Taiwan has been sharply criticised:

“In the mainland, domestic arbitral awards (including arbitral awards involving foreign entities) become enforceable as soon as the period of execution expires. Courts may directly make arbitral award verdicts the basis for writs of execution enforcing awards. But in Taiwan, most domestic arbitral awards require a court decision ordering a writ of execution in order to be enforceable. Even though the ROC Arbitration Law stipulates that enforcement may be directly compelled under certain conditions, this amounts to a serious restriction on enforcement. This is clearly not as good as the mainland’s direct grant of enforceability to arbitral awards.”

Foreign parties have indeed long complained about costly delays while losing parties in Taiwan litigate efforts to deny enforcement of arbitral awards in Taiwan courts. However, the requirement of obtaining court orders is not unique to Taiwan, as a court order is also required before arbitral awards may be enforced in Hong Kong.

Observers in Taiwan have also criticised mainland China’s system. As mentioned in Judge Lin Chun-yi’s research, recognition and enforcement of Chinese arbitral awards in Taiwan has been codified in the Cross-Strait Relations Act, a statute passed by the Legislative Yuan and promulgated by Taiwan’s executive branch. Judge Lin noted that this contrasts with Beijing, which acted by issuing an administrative order through the Supreme People’s Court that presumably could be rescinded at any time. However, in practice China’s government has routinely issued similar administrative orders implementing regulations affecting arbitration, including even the New York

48 ROC Arbitration Law, Art 38.
49 Jiang Jinquan, n 45 above, at 2.
50 See n 43 above.
51 Hong Kong Arbitration Ordinance (2000), Part IV.
52 Lin Chun-yi, n 15 above, at 3.
Constitution.\textsuperscript{53} Therefore, the method China has employed to change its rules is not unusual.

Judge Lin has also noted that Taiwan has not established any limitations on when petitions can be filed with Taiwan courts to recognize and enforce arbitral awards rendered by Chinese arbitrators.\textsuperscript{54} In contrast, Chinese regulations require petitions for recognition and enforcement to be filed within one year after arbitral awards take effect.\textsuperscript{55}

Basic legal concepts regarding arbitrability also differ widely between both sides. For example, China's Arbitration Law forbids arbitration of disputes involving marriage, adoption, guardianship, bringing up of children and inheritance, as well as other disputes that under Chinese law must be adjudicated by administrative organs.\textsuperscript{56} In contrast, Taiwan's Cross-Strait Relations Act grants blanket recognition and enforcement of "civil judgments and arbitral awards" in general, without stipulating limitations as to arbitrable subject matter.\textsuperscript{57} This vague broadness has been criticised in mainland China for "lacking specificity, rendering it more difficult to enforce mainland arbitral awards by lumping together under the same conditions enforcement of mainland arbitral awards and civil court judgments."\textsuperscript{58}

Another point of contention is centred upon language of the Cross-Strait Relations Act and the Provisions that scholars have criticised as being excessively political. Article 4 of China's Provisions has been criticised in Taiwan for permitting Chinese courts to decline recognition and enforcement of Taiwan arbitral awards seen as violating Beijing's "one China principle."\textsuperscript{59}

"What is meant by 'not violating the one China principle'? In practice, this can easily produce disputes or barriers and seems unsuitable."\textsuperscript{60}


\textsuperscript{54} Lin Chun-yi, n 15 above, at 5.

\textsuperscript{55} Ibid., at 5.


\textsuperscript{57} Ibid., at 6.

\textsuperscript{58} Jiang Jinquan, n 45 above, at 3.

\textsuperscript{59} Lin Chun-yi, n 15 above, at 6.

\textsuperscript{60} Ibid. Arguments about "one China" have long confused foreigners and Chinese alike. While not an academic source, an informative review of the many aspects of the "one China" debate has been posted on the Wikipedia website, available at http://en.wikipedia.org/wiki/One_China_policy (visited 20 May 2006).
On the mainland side, Taiwan’s Act has been criticised for permitting courts to deny enforcement of awards found to be “contrary to the public order or good morals of the Taiwan Area.”

“The practice of making ‘not contrary to the public order’ the sole condition for enforcing mainland arbitral awards is not a link simplifying enforcement of arbitral awards, but rather makes enforcement of mainland arbitral awards more uncertain. Saying it in another way, the practice of making ‘not contrary to the public order’ the sole condition for enforcing arbitral awards is a kind of rule that is rare in the world.”

Scholars in Taiwan have rejected this criticism by saying the “public order” and “good morals” requirement resembles the “public policy” grounds for denial of enforcement permitted under Article V of the New York Convention and is also codified with regard to all arbitrations under the ROC Arbitration Law. According to Judge Lin, “public order” and “good morals” merely refer to “major important or basic interests of a country or society, or basic legal and moral principles.” In addition, Professor Lin found that in Taiwan, “there has yet to be a single petition to enforce an arbitral award dismissed on the grounds of violating public order or good morals” as of the time his research was published in 2001.

China’s provisions have a similar potential dilemma, since Article 9 of the mainland’s Provisions provides that enforcement of civil verdicts and arbitral awards rendered in Taiwan may be denied if they are found to harm “social and public interests” in China. The meaning and implications of “social and public interests” in China has been the subject of much scholarly criticism in recent years, as the concept is thought to be much broader than the “public policy” rationale for denying enforcement of arbitral awards mandated in Article V of the New York Convention. According to Professor Xian Chu Zhang of the University of Hong Kong Faculty of Law, social and public interests “includes not only adopted rules, expressed state commitments and social morality, but also less transparent state interests and unstable short-term policies,” meaning that invocation “may not only deny the application of any possibly conflicting foreign laws, but also international practice.” Furthermore, the “social and public interests” ground for denial of

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61 Jiang Jinquan, n 45 above, at 3.
62 Ibid.
63 Lin Chun-yi, n 15 above, at 8, citing Art 49 of the ROC Arbitration Law.
64 Ibid., at 7.
65 Ibid., at 8.
enforcement has been characterised as "not only a legal institution, but also a political means to implement the current domestic policy."\(^{68}\)

While an action seeking recognition and enforcement of a mainland-issued arbitral award can be filed in any of Taiwan's district courts, scholars in Taiwan have criticised the mainland's Provisions for requiring similar petitions to be filed in Chinese courts situated in the jurisdiction of the applicant's domicile, frequent residence or where assets involved in the award's execution are located.\(^{69}\) This requirement has been criticised for being "overly narrow," since courts must dismiss petitions that do not meet any of the three requirements.\(^{70}\) The fact that local courts and judges tend to be dominated by local government and Communist Party organisations has been cited by Chinese law expert Jerome Cohen as the primary cause of the "local protectionism" problem weighing heavily against enforcement of foreign arbitral awards.\(^{71}\) It can thus be inferred that "local protectionism" could present serious obstacles toward achieving enforcement of awards when petitions are brought in jurisdictions where the Chinese losing party's assets are located.\(^{72}\)

**Actual Cases of Recognition and Enforcement**

It is indeed significant that government authorities in China and Taiwan have made it possible to recognise and enforce each other's arbitral awards after extensive private sector discussion. However, both sides are no longer merely just talking about the possibility of recognising and enforcing each other's awards, courts on both sides have actually begun recognising and enforcing each other's arbitral awards.

It is impossible to know how many losing parties have voluntarily complied with arbitral awards without being compelled to do so by the courts. However, information on court rulings enforcing arbitral awards has recently been made public through news media reports in mainland China, as well as in Taiwanese court verdicts available through Taiwan's Judicial Yuan website.\(^{73}\) Interestingly, the earliest cases of enforcement on both sides involved Taiwanese plaintiffs and defendants.


\(^{69}\) Lin Chun-yi, n 15 above, at 4–5.

\(^{70}\) Ibid., at 5.


\(^{72}\) Ibid.

Between September 2001 and December 2005, courts in Taiwan issued five rulings on petitions for recognition and enforcement of arbitral awards rendered by CIETAC. A table reviewing these cases is presented in this article as Appendix IV. Of the five petitions received at district courts in Taipei, Panchiao, Taichung and Taoyuan, three were denied and two were enforced.

A review of verdicts shows that the rationale cited by Taiwan courts when denying enforcement petitions differed from what Chinese scholars had predicted. In *Shaanxi Sincere Yokemate Import & Export Corp v Tony-Ann International Corp*, a Chinese exporter who had obtained a CIETAC arbitral award against a Hong Kong shipping company petitioned the Taipei District Court for a writ of execution against a Taiwanese third party. The Taiwanese company named as a defendant had previously imported goods from Shaanxi Sincere through the Hong Kong shipper and had assumed some of the shipper's financial burdens related to its imports from Shaanxi Sincere. In its 12 September 2001 ruling, the Taipei District Court held that while Tony-Ann indeed owed Shaanxi Sincere some US$147,000 in payment for goods it had purchased, this debt was not connected to the US$242,000 arbitral award Shaanxi Sincere obtained against the shipping company in Hong Kong. While the Court dismissed Shaanxi Sincere's petition, it invited Shaanxi Sincere to file a separate breach of contract suit against Tony-Ann to obtain the US$147,000 it was owed.

In *Yue Hai Feed Co Ltd v Hsieh Jung Investment Co and Wang Yi-hsing*, the Panchiao District Court dismissed the Chinese plaintiff's petition to enforce a CIETAC award against a Taiwanese company and its owner, Wang Yi-hsing, after the defendant alternatively argued that his company was not a party to the commercial dispute and subsequent arbitration, that he was not adequately notified of the arbitration proceedings, that he was not adequately represented at the arbitration proceedings, and that the individual who had signed a contract with Yue Hai Feed Co was not authorised to do so on behalf of the Hsieh Jung Investment Co. In her 30 August 2002 ruling, Panchiao District Court Judge Tsui Ling-chi found that while some factors indicated Hsieh Jung Investment Co and Wang Yi-hsing might be the same parties who owed money to Yue Hai in connection with the dispute, court rules regarding privity in adjudication of non-contentious civil matters barred the Court from granting the petition.

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74 90 Su Tzi No 2281 (Taipei District Court, 12 Sept 2001).
75 Ibid.
76 Ibid.
77 91 Chung Sheng Tzi No 1 (Panchiao District Court, 30 Aug 2002). The company's English name could not be confirmed by the author. “Hsieh Jung” is merely a transliteration using the Wade-Giles Romanization system widely used in Taiwan.
78 Ibid.
In *Shanghai Railway Hotel Co v K-Hotels Co Ltd*, the Taipei District Court dismissed a petition from a Chinese hotel company to enforce a CIETAC arbitral award against a Taiwanese hotel operator that had allegedly breached contractual obligations to bear the financial burden of refurbishing and paying operational costs for a hotel in Shanghai. In her 6 December 2005 ruling, Taipei District Court Judge Wang Han-ching found the defendant had not been adequately notified of the arbitration proceedings and was not adequately represented at the proceedings. Interestingly, Judge Wang also cited Article 47 of the ROC Arbitration Law in her decision to classify the CIETAC award as a “foreign arbitral award.”

The two cases where petitions were approved were relatively simple and straightforward. In *Ultima Electronics (Artec) Corp Ltd v Kunfu (Apex) Construction Corp*, the Taichung District Court on 24 June 2003 enforced a CIETAC award ordering a Taiwanese construction company to pay RMB 9.67 million (about US$1.2 million) plus US$14,000 in US currency to a Chinese electronics manufacturer. Besides granting the original award, Taichung District Court Judge Hsu Hsiu-fen also ordered Kunfu Construction to pay six per cent monthly interest on the amount of the award for the full period of time the award had been past due. Based on the Cross-Strait Relations Act and relevant arbitration regulations, Judge Hsu’s ruling was significant because Kunfu Construction had served as a guarantor for a third-party construction company that had signed a contract to construct a manufacturing facility for Ultima Electronics. In other words, Kunfu Construction itself was not the breaching party, but rather a legal guarantor for the breaching party. In addition, while Ultima Electronics is a business entity in China’s Jiangsu province, it is owned by Taiwanese investors. Therefore this was a case of a Taiwanese suing another Taiwanese – an increasingly common phenomenon in cross-strait commercial disputes.

In *China Salt Import & Export Co Ltd v Goodwill Power International Co Ltd*, Taoyuan District Court Judge Pan Chin-ching cited the Cross-Strait Relations Act and relevant arbitration regulations to enforce a CIETAC arbitral award ordering a Taiwan manufacturing corporation to pay RMB 1.45 million (about US$180,000), as well as return some 5,200 electronic chips, to a Chinese salt equipment importer. Besides validating and enforcing the arbitral award on its face in the 28 April 2005 ruling, Judge Pan

79 3 Chung Sheng Tzi No 15 (Taipei District Court, 6 Dec 2005).
80 Ibid., citing Art 50 of the ROC Arbitration Law permitting courts to set aside awards when parties have not been given proper notice of arbitration proceedings.
81 Ibid.
82 92 Chung Sheng Tzi No 1 (Taichung District Court, 24 June 2003).
83 Ibid.
84 93 Chung Jen Tzi No 1 (Taoyuan District Court, 28 Apr 2005).
also ordered Goodwill Power to pay 5.76 per cent monthly interest on the total amount of the award for the entire period of time payment of the award had been past due. Judge Pan also ordered Goodwill Power to pay RMB 36,000 (US$4,454) in attorney's fees and another RMB 59,116 (US$7,314) in arbitration fees to the Chinese plaintiff. China Salt is a clear-cut case where a court in Taiwan fulfilled its obligation to enforce a Chinese arbitral award without reviewing facts of the case de novo.

The above cases give Taiwan courts a “two out of five” record of recognising and enforcing Chinese arbitral awards. However, the case law also shows that Chinese parties seeking to enforce their arbitral awards in Taiwan must prepare for challenges based on issues of privity (Yue Hai Feed), notification and legal representation (Shanghai Railway Hotel). In addition, Shaanxi Sincere shows that Chinese parties must make sure their arbitral awards are specifically directed at the Taiwanese parties named in their petitions. If Chinese parties direct their litigation at the correct parties and conditions are otherwise permissible under Taiwan’s system of enforcing arbitral awards, they can reasonably expect enforcement of their arbitral awards. In addition, Chinese parties can also expect to recoup additional interest payments, as well as attorney’s fees and arbitration fees. This is nothing less than amazing when considering the lack of formal judicial cooperation agreements or even informal arrangements between the two sides.

Developments have been just as impressive in mainland China, where news media reported with much fanfare the 23 July 2004 inaugural ruling by a Chinese court recognising and enforcing an arbitral award rendered by Taiwan’s CAA. While both parties to the case were Taiwanese, the petition had to be filed in a Chinese court because the losing party’s assets, consisting of a pricey golf club, were located in Xiamen, a major city in south-eastern China that is a popular destination for Taiwan investment. In Hehua (Overseas) Land Co, Ltd v Kai Kou (Xiamen) Golf Club Co, the Xiamen Intermediate People’s Court granted a petition from Hehua and its owner, Taiwanese land developer Weng Chun-chien, to enforce the CAA award against the golf club company and its Taiwanese owner, Wu Ming-hsiu. Issued on 23 July 2004, the court ruling ordered the Kai Kou Golf Club and Wu Ming-hsiu to

85 Ibid.
86 Ibid.
comply with the terms of the arbitral award by paying US$3.9 million, as well as five per cent monthly interest for the full period dating back to when the award was rendered by CAA in November 1999.\textsuperscript{88} The Chinese court also ordered the defendant to pay 65 per cent of arbitration fees.\textsuperscript{89}

According to a report published in the Fujian Ribao, a major newspaper in Fujian province, the court ruling was expected to set a precedent for similar cases throughout the country and had “important meaning” for the “timely, fair and effective protection of parties’ legal rights” in the context of cross-strait economic relations.\textsuperscript{90} A similar conclusion was published by the official Xinhua News Agency in reports widely published in newspapers and internet news portals across the country.\textsuperscript{91}

While many details about Hehua have not been made public and mainland Chinese news media have yet to report on similar rulings by other courts, the broad scale of publicity given to the Xiamen court ruling demonstrates that Chinese courts have officially begun recognising and enforcing Taiwanese arbitral awards. Given the nature of strict state and Communist Party controls over news media outlets in China, the media reports certainly reflect official Chinese Government policy.\textsuperscript{92} Indeed, the news reports proclaimed the Xiamen ruling would have a “leading effect” in all of China.\textsuperscript{93}

While much criticism has been directed toward the problem of “local protectionism” by Chinese courts, the court in Xiamen did not shy away from enforcing a multi-million US dollar award. Even though both parties were Taiwanese, Taiwan is a major source of investment capital in the province, and the provincial government actively works to promote investment by Taiwanese businesses and traders.\textsuperscript{94}

It is also important to note that the first court to recognise and enforce a Taiwanese arbitral award was not in Beijing, but rather in Xiamen. This belies the widely held assumption that judges in the Chinese capital are more sophisticated about sensitive arbitration issues than counterparts in the provinces.\textsuperscript{95} However, the selection of Xiamen for the historic first ruling is

\textsuperscript{88} Ibid.
\textsuperscript{89} Ibid.
\textsuperscript{90} Fujian Ribao, n 87 above.
\textsuperscript{91} Xinhuanet, n 87 above.
\textsuperscript{93} Fujian Ribao, n 87 above.
not a complete surprise, since Fujian province plays a special role in cross-strait relations due to its geographic proximity to Taiwan and a shared linguistic and cultural heritage between Taiwanese and residents of southern Fujian.\footnote{Tsai Ting-I, n 94 above.}

Conclusion and Recommendations for Further Research

While governments in China and Taiwan have yet to open a formal dialogue with each other, both sides have realised an urgent need to foster development of arbitration as a reliable means of resolving cross-strait commercial disputes. In the absence of a bilateral agreement, both sides have made their own legal revisions to facilitate recognition and enforcement of each other's arbitral awards. Leading arbitration associations on both sides have closely cooperated to promote the healthy development of arbitration. As a result, courts on both sides have progressed beyond mere talk and have recently begun actually recognising and enforcing each other's arbitral awards. An examination of case law shows that as long as parties seeking enforcement meet basic conditions established by both sides, they can reasonably expect courts to enforce their awards. In practice, courts on both sides have even ordered losing parties to pay interest on their past due awards as well as attorney's fees and other costs.

The fact that courts in China and Taiwan have already begun recognising and enforcing each other's arbitral awards is nothing less than a breakthrough in cross-strait relations. It is no less significant that this development occurred at a time when cross-strait political tensions remained high. Given the broad scale of trade and investment between China and Taiwan and the potential damage that unresolved disputes could inflict on economic exchanges, there is a substantial need for a reliable system of resolving disputes and enforcing awards against losing parties. This demand is beginning to be filled by arbitration and enforcement of arbitral awards on both sides.

Turning to directions for future research, more information about other court cases in China and Taiwan will surely come to light in the near future. At the same time, academics and practitioners from both sides will exchange more research with each other at the annual CIETAC–CAA seminars. Future research can utilise this information to present a more comprehensive and detailed picture of how arbitral awards are recognised and enforced on both sides. It will be especially important to look for signs of court judges not
following established procedure in reviewing enforcement petitions, as well as "local protectionism" resulting in prejudice. So far, it appears that no such problems have occurred. However, more cases are needed in order to able to confirm whether the handful of existing precedents will become the rule or an exception.

Finally, independent research should be done on the significant role of Hong Kong in cross-strait arbitration. Much cross-strait trade and investment is routed through Hong Kong and therefore many cases are being referred to HKIAC for resolution. China and Taiwan have recently taken steps to recognise and enforce Hong Kong arbitral judgments, and there are a number of important issues specific to Hong Kong that merit further research.

APPENDIX I

MEMORANDUM OF UNDERSTANDING

In order to promote the development of economic and trade arbitration between both sides of the Taiwan Strait, the China International Economic and Trade Arbitration Commission and the Chinese Arbitration Association (hereinafter referred to as "both organisations") have reached agreement on the following points:

1. Joint Organisation of Economic and Trade Arbitration Seminars.

   Both organisations shall jointly organise economic and trade arbitration seminars and joint organisational meetings once a year. Each seminar will be held under the name "Cross-Strait Economic and Trade Arbitration Seminar," while each organisational meeting will have its own designation and main theme. Invitations will be exchanged to attend meetings held alternately in Taiwan and the mainland.

2. Both organisations shall admit each other's arbitrators.

   (1) In order to promote development of cross-strait economic and trade arbitration, both organisations will do their utmost to promote admittance of each other's arbitrators.

   (2) Both organisations shall conduct their own reviews of qualification applications from arbitrators according to their own standards.

97 Published on CIETAC website at http://www.cietac.org.cn/readnews.asp?NewsID=466 (visited 20 May 2006). Translation of document performed by the author. At the time of the signing, Wang Shengzhang was CIETAC's Vice-Chairman and concurrent Secretary-General, and Lee Fu-tien was CAA's Executive Director.
3. **Mutual exchanges between both organisations to be promoted.**

   (1) After publishing rights are obtained for research papers obtained, both organisations shall simultaneously publish and sell research papers after two seminars have concluded.
   
   (2) Both organisations shall establish a "Cross-Strait Economic and Trade Arbitration Seminar" section on their respective websites.
   
   (3) Both organisations shall exchange manuscripts for their respective publications and establish columns for each other in their publications.

4. **Both organisations shall jointly research a model cross-strait economic and trade arbitration clause.**

5. **Both organisations shall work with organisations of Taiwanese businesspeople in mainland China and other appropriate organisations to conduct joint publicity and promotion campaigns aimed at promoting arbitration, mediation and other methods for resolving economic and trade disputes.**

In the spirit of pragmatism, both organisations possess the will to jointly work for the promotion of unceasing development of economic and trade relations across the Taiwan Strait.

(For CIETAC)  
Wang Shengzhang  
September 23, 2005

(For CAA)  
Lee Fu-tien  
September 23, 2005

**APPENDIX II**

**ACT GOVERNING RELATIONS BETWEEN PEOPLES OF THE TAIWAN AREA AND THE MAINLAND AREA**

**THE LEGISLATIVE YUAN**

**MAY 14, 1997**

(Amendment of Article 74 approved by Legislative Yuan and promulgated by Presidential Order on May 14, 1997; implemented from July 1, 1997 by the Order of the Executive Yuan; translated by Mainland Affairs Council, Executive Yuan)

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Chapter III – Civil Matters

Article 74  To the extent that an irrevocable civil ruling or judgment, or arbitral award rendered in the Mainland Area is not contrary to the public order or good morals of the Taiwan Area, an application may be filed with a court for a ruling to recognise it.

Where any ruling or judgment, or award recognised by a court's ruling as referred to in the preceding paragraph requires performance, it may serve as a writ of execution.

The preceding two paragraphs shall not apply until the time when for any irrevocable civil ruling or judgment, or arbitral award rendered in the Taiwan Area, an application may be filed with a court of the Mainland Area for a ruling to recognise it, or it may serve as a writ of execution in the Mainland Area.

APPENDIX III

PROVISIONS FOR RECOGNITION BY PEOPLE’S COURTS OF CIVIL VERDICTS RENDERED BY COURTS IN THE TAIWAN AREA

THE SUPREME PEOPLE’S COURT
JANUARY 15, 1998

(Approved at Session No. 957 of the Judicial Committee of the Supreme People’s Court on January 15, 1998, effective May 26, 1998)

Article 1  This set of regulations was formulated with the intent of safeguarding the interests and litigation rights of related persons and parties of the Taiwan Area and other provinces, autonomous regions, and municipalities that are under the direct jurisdiction of the Central Government in civil proceedings.

Article 2  Those persons and parties whose permanent domicile, habitual residence, or involved properties are in other provinces, autonomous regions or municipalities other than Taiwan may apply for recognition of verdicts made by courts in the Taiwan Area on civil cases from People’s Courts on the basis of this set of regulations.

Article 3  A particular intermediate People’s Court accepts and hears applications of related persons and parties whose domiciles, habitual residences or involved properties are located in the same place as the intermediate People’s Court concerned.

Article 4  An applicant should submit an application together with the original or the verified copy of the civil verdict rendered by a court in Taiwan that does not violate the one China principle and / or other testifying documents.

Article 5  The application shall contain the following items:

(1) Name, sex, age, occupation, identification number, application time and address of the applicant (Note: If the applicant is a legal person or any other organisation, then such information as the name and address of the legal person or organisation, or the name and post of the organisation’s legal representative should be addressed.);
(2) An explanation of how a subpoena or notice of the lawsuit and related certificated documents should be sent to related persons and parties;
(3) Contents and reasons for the application;
(4) Other contents necessary to be addressed.

Article 6  Upon receiving applications, People’s Courts shall check applications to see whether they conform to the stipulations of Article 4 and Article 5. If applications are found to be in conformity, Courts shall accept cases within seven days. If not, Courts shall decline to accept cases and notify applicants within seven days of the reasons for the denial.

Article 7  The examination and recognition of verdicts on civil cases made by courts in the Taiwan Area shall be performed by collegial panels of People’s Courts.

Article 8  When a People’s Court cannot verify the validity of a verdict rendered by a Taiwan Area court after accepting an application for recognition, it shall notify the applicant to submit testifying documents furnished by the court that rendered the verdict.
Article 9  Verdicts made by courts in the Taiwan Area that possess any of the following conditions shall not be recognised:

(1) The validity of the civil verdict presented in the application cannot be verified;
(2) The civil verdict was rendered *in absentia* without notifying or issuing a subpoena to the defendant, or in situations where the defendant was not capable of litigating and did not receive adequate legal representation;
(3) The civil case falls under the exclusive jurisdiction of the People's Court;
(4) Both parties to the civil action have previously entered into an arbitration agreement;
(5) A People's Court has already issued a ruling, or a verdict has been rendered by a foreign court or court outside of the borders, or an arbitral award has been rendered by an arbitral body outside of the borders that has been recognised by a People's Court;
(6) The civil verdict made subject of a petition for recognition violates the basic principles of national laws and regulations or harms social and public interests.

Article 10  After examining applications, People's Courts are entitled to recognise and make effective civil verdicts rendered by courts in the Taiwan Area as long as such verdicts are not in violation of the stipulations under Article 9.

Article 11  If an applicant entrusts an agent *ad litem* to present a petition seeking recognition of a civil verdict rendered by a court in the Taiwan Area, then the agent *ad litem* should submit to the People's Court a notarised representation form authorised with the entrustor's signature or seal.

Article 12  After accepting a petition seeking recognition of a civil verdict rendered by a court in the Taiwan Area, a People's Court must not accept any other suit brought in connection with the same case.

Article 13  People's Courts may hear civil cases that have been made subject of verdicts rendered by courts in the Taiwan Area if no petitions have been filed seeking recognition from People's Courts of the said civil verdicts.

Article 14  After People's Courts are petitioned to recognise civil verdicts rendered by courts in the Taiwan Area, petitions may be withdrawn at any time before rulings are issued by People's Courts.
Article 15 After a People's Court has denied a petition for recognition of a civil verdict rendered by a court in the Taiwan Area, no new petitions seeking recognition of the same verdict may be filed. However, a suit on the same case may be brought in a People's Court.

Article 16 When one of the parties in civil cases brought before People's Courts petitions for recognition of a verdict rendered on the same case by a court in the Taiwan Area, the People's Court shall issue a temporary stay on the civil case while reviewing the petition.

When a review concludes that recognition is justified, said verdicts will be recognised and the corresponding suit shall be dismissed. However, where recognition is found not to be justified, the corresponding suit shall be re-opened.

Article 17 Applications for recognition of civil verdicts rendered by courts in the Taiwan Area should be made within one year after verdicts take effect.

Article 18 When civil verdicts rendered by courts in the Taiwan Area are recognised and enforced, enforcement procedures shall conform with the People's Republic of China Law of Civil Procedure.

Article 19 These regulations apply to petitions for recognition of civil verdicts rendered by courts in the Taiwan Area, as well as arbitral awards rendered by arbitration organisations in the Taiwan Area.

APPENDIX IV

PETITIONS FOR ENFORCEMENT OF ARBITRAL AWARDS IN TAIWAN, 2001–2005

100 These verdicts were all obtained by the author by searching on the Taiwan Judicial Yuan verdict search website at http://210.69.124.222/FJUD/index.htm (visited 20 May 2006). For the convenience of future research, Chinese party names and court citations have been provided in the footnotes. With the exception of “Hsieh Jung” (協榮), all English names of parties were confirmed by finding corporate websites on the Internet.
<table>
<thead>
<tr>
<th>Court and Date</th>
<th>Parties</th>
<th>Citation</th>
<th>Ruling</th>
<th>Verdict summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taipei District Court Sept 12, 2001</td>
<td>Shannxi Sincere Yokemate Imp &amp; Exp Corp v Tony-Ann International Corp</td>
<td>90 Su Tzi No 2284</td>
<td>Enforcement denied</td>
<td>Money owed to Chinese plaintiff by Taiwanese defendant not covered under arbitral award rendered against third party shipper both parties had done business through; however Court urges plaintiff to bring separate breach of contract suit against Taiwan defendant</td>
</tr>
<tr>
<td>Panchiao District Court Aug 30, 2002</td>
<td>Yue Hai Feed Co, Ltd v Hsieh Jung Investment Co, Ltd and Wang Yi-Hsing</td>
<td>91 Chung Sheng Tzi No 1</td>
<td>Enforcement denied</td>
<td>Court finds insufficient evidence verifying Taiwanese defendant corporation and its owner were party to commercial dispute and subsequent arbitration in mainland China</td>
</tr>
<tr>
<td>Taichung District Court June 24, 2003</td>
<td>Ultima Electronics (Artec) Corp, Ltd (Jiangsu) v Kunfu (Apex) Construction Corp</td>
<td>92 Chung Sheng Tzi No 1</td>
<td>Award enforced, defendant also ordered to pay 6% interest</td>
<td>Taiwanese construction company held liable to pay arbitral award after serving as guarantor for third-party contractor that breached contract with plaintiff, a Taiwan-owned factory in China</td>
</tr>
<tr>
<td>Taoyuan District Court April 28, 2005</td>
<td>China Salt Import &amp; Export Co Ltd v Goodwill Power International Co Ltd</td>
<td>93 Chung Jen Tzi No 1</td>
<td>Award enforced, defendant also ordered to pay attorney’s fees and arbitration costs</td>
<td>Court enforces arbitral award granting damages plus interest to Chinese importer against Taiwanese manufacturer over contract dispute</td>
</tr>
<tr>
<td>Taipei District Court December 6, 2005</td>
<td>Shanghai Railway Hotel Co v K-Hotels Co, Ltd</td>
<td>3 Chung Sheng Tzi No 15</td>
<td>Enforcement denied</td>
<td>Court holds Taiwanese defendant was not adequately notified of or adequately represented at arbitration proceedings in China</td>
</tr>
</tbody>
</table>

101 陝西省信友進出口公司 v 安東國際股份有限公司, 臺灣台北地方法院民事判決 - 90年度訴字第2284號。
102 湖江粤海饲料有限公司 v 臺灣榮華事業股份有限公司與王義興, 臺灣板橋地方法院民事裁定 - 91年度仲裁字第1號。
103 國勝電子(江蘇)有限公司 v 坤福營造股份有限公司, 臺灣臺中地方法院民事裁定 - 92年度仲裁字第1號。
104 中國進出口有限公司 v 澜昇國際事業有限公司, 臺灣桃園地方法院民事裁定 - 93年度仲裁字第1號。
105 上海鐵道賓館有限公司 v 華懋大飯店股份有限公司, 臺灣臺北地方法院民事裁定 - 93年度仲裁字第15號。