

Authority and Powers of the Tribunal

Contract Arbitration Provisions (Narrow Form)

1. Introduction

This document outlines the authority and powers of an arbitral tribunal operating under a narrow form arbitration clause. A narrow form clause limits the tribunal's jurisdiction strictly to disputes explicitly defined within the contract. The tribunal must act within the confines of the agreement and applicable arbitration law.

2. Scope of Authority

The tribunal's authority is derived solely from:

- The arbitration agreement between the parties
- The governing arbitration rules (if incorporated)
- Applicable arbitration legislation

Under a narrow form provision, the tribunal may only:

- Hear disputes specifically identified in the arbitration clause
- Interpret contractual provisions directly related to the dispute
- Decide issues necessary to resolve the referred dispute

The tribunal does not have authority over:

- Matters outside the expressly defined scope
- Non-contractual claims unless explicitly included
- Issues reserved for courts or other forums

3. Jurisdictional Limits

The tribunal must determine its jurisdiction at the outset. If a claim falls outside the narrow clause, the tribunal must decline jurisdiction.

Key principles include:

- Kompetenz-Kompetenz (power to rule on its own jurisdiction)
- Strict interpretation of arbitration clauses
- Burden on the claimant to prove jurisdiction

4. Procedural Powers

Within its limited jurisdiction, the tribunal has procedural authority to:

- Set timelines and procedural rules
- Admit or exclude evidence
- Conduct hearings (oral or document-based)
- Issue procedural orders

These powers must be exercised fairly, ensuring:

- Equal treatment of parties
- Opportunity to present one's case
- Procedural efficiency

5. Substantive Powers

The tribunal may:

- Interpret and apply the contract
- Award damages or remedies permitted under the contract
- Grant declaratory relief if within scope

However, it cannot:

- Rewrite the contract
- Grant remedies beyond contractual authorization
- Decide unrelated legal issues

6. Interim Measures

Unless restricted, the tribunal may grant interim measures such as:

- Preservation of assets
- Protection of evidence

In narrow form arbitration, such powers are limited to measures directly connected to the dispute.

7. Evidentiary Authority

The tribunal may:

- Request documents
- Examine witnesses
- Appoint experts if necessary

All evidentiary decisions must remain relevant to the narrowly defined dispute.

8. Award-Making Power

The tribunal may issue a final and binding award within its jurisdiction. The award must:

- Address only issues within the arbitration clause
- Be reasoned (unless waived)
- Be enforceable under applicable law

Excess of authority may result in:

- Partial or full annulment of the award
- Refusal of enforcement

9. Limitations and Challenges

A party may challenge the tribunal if:

- It exceeds its jurisdiction
- There is procedural unfairness
- The arbitration agreement is invalid

Courts retain supervisory authority in such cases.

10. Conclusion

In narrow form arbitration provisions, the tribunal operates under strict limitations. Its authority is confined to clearly defined disputes, and any deviation may undermine the validity of its decisions. Careful adherence to jurisdictional boundaries and procedural fairness is essential for enforceability and legitimacy.