ano 03 - n. 06 | julho/dezembro - 2021
Belo Horizonte | p. 1-240 | ISSN 2596-3201
R. Bras. Al. Dis. Res. – RBADR

Revista Brasileira de *ALTERNATIVE DISPUTE RESOLUTION*

RBADR

FORUM
CONHECIMENTO JURÍDICO

DOI: 10.52028/rbadr.v3i6.9

Maritime arbitration – Ad hoc and institutional methods: A view from a Brazilian perspective

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Abstract: This article intends to present and discuss the relevance of arbitration as a method of resolution of maritime conflicts comparing types of maritime arbitrations in the international scenario and in Brazil, commenting the differences between ad hoc and institutional arbitration.

Keywords: Arbitration. Maritime contracts. International Maritime Arbitration Associations. Ad Hoc and Institutional Arbitration.

I Introduction

As widely known, arbitration is seen today as one of the most efficient and respected means of alternative dispute resolution.

The use of arbitration to solve international disputes is well consolidated in the shipping practice and trade sectors. As such, arbitration clauses are commonly adopted by the parties in international maritime contracts, in harmony with the practice and customs of maritime trade.

The purpose of this paper is to give a general picture on the relevant use of maritime arbitration in the shipping industry, brief comments on some of the main international maritime associations and its methods of ad hoc, institutional or hybrid arbitration, with a conclusion focusing on the Brazilian maritime arbitration.

II Arbitration in Brazil

Brazil is a major exporter of commodities and importer of goods, and the maritime commerce plays an important role in approximately 95% of the country`s international trade. Therefore, the demand for resolutions of disputes involving maritime disputes has been constantly increasing in Brazil.

Up until the nineties, Brazil was somewhat apart of the developments of arbitration taken place in the rest of the world. It was only in 1996, that it was possible to see a change of the scenario.

The year of 1996 also marked the ratification of the 1975 Panama Convention on Inter-American Commercial Arbitration by the Brazilian Government, but, more importantly, later that year a Brazilian Arbitration Law was enacted.

Arbitration in Brazil started to be governed by Federal Act No. 9.307/1996, later on amended by the Act No. 13.129/2015, also known as the Arbitration Law (the "Brazilian Arbitration Act" or "BAA"). In a way, the Arbitration Act removed the legal obstacles to effectiveness of arbitration in Brazil, thus bringing Brazilian law in line with the most modern legislations in this area.

In a country with a cultural tendency to take disputes to the judicial courts, the new law aimed to create what ROMANO describes as "*a more hospitable environment for commercial arbitration*".[1]

However, following the culture of judicial disputes, even the Arbitration Law was taken to court. Some jurists, then, argued that the new Law violated the Federal Constitution in as much as it limited the right of the parties of access to the Judicial Courts. The Federal Constitutional states in its in Article 5, XXXV that "the law shall not exclude any injury or threat to a right from the consideration of the Judicial Power", reason why the Arbitration Law was subject to its first test before the judicial courts.

After long years of debates at court, in the records of an enforcement of foreign award (proceedings no. SE 5.206), it was only in 2001 that the Federal Supreme Court decided in favour of the constitutionality of the Arbitration Law. The decision was rendered by majority of votes, with seven Justices voting in favour of the arbitration law and 4 justices against the constitutionality of same, being stated that the constitutional rules do not deprive the parties of the right to choose the method of conflict resolution, as they are free to choose to settle a dispute out-of-court or to present a claim to a State Court or an Arbitration Panel.

[1] Romano, Cristina Schwansee (1999) "The 1996 Brazilian Commercial Arbitration Law," Annual Survey of International & Comparative Law: Vol. 5: Iss. 1, Article 4. Available at: http://digitalcommons.law.ggu.edu/annlsurvey/vol5/iss1/4, on September 18, 2019.

For such reason, 2001 also represents a year of significant importance for arbitration in Brazil. It was only after the declaration of constitutionality of the Arbitration Act by the Supreme Court, that arbitration really started to gain force in Brazil.

Results of such important judgment could be seen right away, on 2002, with the ratification of the New York Convention by the Brazilian Government, through Decree n. 4.311/2002, as well as the creation of some important arbitration institutions in Brazil, such as the CBMA – Brazilian Center of Mediation and Arbitration.

Ever since, the use of arbitration in Brazil had grown considerably, and over the past couple decades arbitration procedures and institutions have been gaining strength in the country. Since then, some relevant international conventions were ratified by the country, and several new laws and regulations have been issued by the Federal and State Governments stimulating the use of alternative dispute resolutions methods such as arbitration and mediation,[2] which should now be referred to as adequate dispute resolution matters.

Despite the tendency in Brazil for the parties to litigate their controversies before the judicial courts, the numbers are expected to change in the years to come. Brazilian arbitration is now widespread and several Brazilian parties are also resorting to arbitration instead, especially in the corporate, infra-structure, energy and trade sectors.

Notwithstanding this exceptional development of Brazilian arbitration in general, maritime arbitration so far did not entirely follow the trend of these other areas. Although arbitration is highly common in international shipping contracts, Brazilian parties in the shipping sector still mostly refer their disputes to the judicial courts.

Nonetheless, there is plenty of room for a significant growth in the number of maritime arbitrations in the country, as the Brazilian judiciary system is extremely overpacked with time consuming proceedings and, on many occasions, lacks expertise to deal with complex maritime matters.

It is possible that this scenario may change in the near future, as in the recent years there were a few maritime arbitrations being initiated in Brazil and arbitration clauses being inserted in some offshore shipping contracts, having the use of maritime arbitration been promoted in several maritime events and congress held in the country. For instance, the matter was discussed by the authorities during

[2] E.g. Law 8,307/1996 (Arbitration Law); Decree 4,311/2002 (1958 New York Convention); Law 13,129/2015; 13,140/2015 (Mediation Law); Law 13,105/2015 (Civil Procedural Code, stimulating the use of mediation as a preliminary step for all court cases); Law 12,815/2013 (Port Law, establishing the possibility of arbitration with the public administration); Decree 8,465/2015 (regulating arbitration with the public administration in the port sector); Decree 10,0205/2019 (regulating arbitration with the public administration in the sectors of ports, road transportation, railway transportation, waterway transportation and air transportation); the Singapore Convention on Mediation (the "Singapore Convention"), signed by Brazil on June, 2021.

the International Congress of Maritime Arbitrators (ICMA), held in Rio de Janeiro in Marth 2020, an event that certainly put Brazil in the international spotlight for maritime arbitration.

III Ad hoc and institutional arbitration

As provided for in article 5º of Law nº 9.307/96 (Arbitration Law), the parties reporting to the rules of any institutional arbitration body or specialized entity, arbitration will be instituted and processed in accordance with such rules, and the parties establish in the clause itself, or in another document, the form agreed upon for the institution of arbitration.

In institutional arbitration, the parties agree to submit their dispute to the administration and, to some extent, the procedural rules of a permanently established arbitration forum or center, which will administer and supervise the conduct of any arbitration that is commenced under the arbitration agreement. These institutions provide a framework of rules and procedures for entire arbitrational hearing.

The Brazilian Center for Mediation and Arbitration (CBMA); the Brazil-Canada Chamber of Commerce Arbitration and Mediation Center (CAM-CCBC); the FGV Conciliation and Arbitration Chamber; the CIESP/FIESP Chamber of Conciliation, Mediation and Arbitration; the Court of Arbitration of the International Chamber of Commerce (ICC); among others, are some of the best-known examples of institutional arbitral bodies in Brazil.

On the other hand, *ad hoc* arbitration involves arbitration outside the established administrative bodies, pre-constituted by an arbitrator appointed exclusively for that purpose. Ad hoc proceedings aim to provide the parties with more freedom to manage themselves and conduct the procedures, without the involvement of any arbitral institution, but in conjunction with the arbitrators directly. This also means the avoidance of some of the costs in the form of administrative and arbitrator's fees which are specified in the rules of many of the institutional bodies. The parties can negotiate the arbitral rules themselves, leave the rules to the discretion of the arbitrators or adopt rules specially tailored for ad hoc arbitration, such as the UNCITRAL Rules for example.

A point to be highlighted is that institutional arbitration is seen to be more appropriate to settle conflicts that have the government as a party, as it has been expressly stated in some relevant domestic legislation regulating arbitration involving public entities. It should be noted that article 3º, V, of Federal Decree nº 10.025/2019 provides that "the arbitration will preferably be institutional" and, in the same sense, article 3º of Decree nº 64.356/2019, of the State of São Paulo,

prescribes that "arbitration will preferably be institutional, and ad hoc arbitration may justifiably be found".

A problem which seems to arise in ad hoc arbitration is that the parties may enter into disagreements about the many different steps of the arbitration procedures between themselves. To overcome this problem, it is suggested that that parties incorporate a set of comprehensive and well-prepared rules by reference in their arbitration agreement (Aksen, 1991).[3] However, ad hoc arbitrations can only be successful if there is enough cooperation between the parties, if the parties understand the arbitration procedures and the arbitrations are conducted by experienced lawyers and arbitrators. It is a method of arbitration for sophisticated parties, one could say.

Another important disadvantage is that ad hoc arbitration awards may not be enforced under certain jurisdictions. On the other hand, institutional arbitration is administered by a specialized institution and the proceedings are based on a set of rules and fixed fee schedule and the institution generally serves as a buffer between the parties and the arbitrator which helps to preserve neutrality, uniformity as well as efficiency (Shah & Gandhi, 2011).[4]

According to Pereira,[5] if the parties opt for ad hoc arbitration, it is possible to foresee some of the important elements to be considered, such as: (i) the need to have a "secretary", selected by mutual agreement between the parties, who will be responsible "for forwarding the communications, for the file of the procedure, for the reorganization of the arbitration, so that it can develop normally, without any incident of route"; (ii) the absence of intermediation by an institutional body regarding the negotiation of arbitrators' fees; (iii) the definition on how the expenses with the arbitration will be funded and paid, such as the lease of spaces and equipment for the hearing, recording of testimonies, etc.; (iv) the importance of inserting in the contract a full arbitration clause, with detailed indication of the procedures to be followed for the establishment of arbitration, deadlines and criteria for the appointment of arbitrators, among others; and (v) the absence of procedure disciplining the form of replacement of the arbitrators, in case of impediment, incapacity or death.

For Gustavo da Rocha Schmidt, President of the Brazilian Center for Mediation and Arbitration – CBMA, "all of this results in a much slower procedure, legally unsafe and with a real and effective risk of unburdening in the Judiciary, so that any disputes regarding the establishment of ad hoc arbitration and the formation of

[3] Aksen, G. (1991). Ad hoc versus institutional arbitration. ICC Arb Bull, 2 (1), 8-14.

[4] Shah, N., & Gandhi, N. (2011). Arbitration: One size does not fit all: Necessity of developing institutional arbitration in developing countries. Journal of International Commercial Law and Technology, 6 (7), 232.

[5] PEREIRA, Ana Lucia. A função das entidades arbitrais. In: Manual de arbitragem para advogados, CEMCA/CFOAB, 2015, p. 88.

the arbitral tribunal can be resolved".[6] According to Schmidt, "it is enough to think of a case in which the defendant, in order to postpone the arbitration proceeding, refuses to appoint his co-arbitrator, or even refuses to pay the expenses with the arbitration and the fees of the arbitrators. It is also possible to envision a hypothetical (but realistic) situation in which the co-arbitrators cannot reach a consensus regarding the president of the arbitral tribunal."

The solution of such issues will require the filing of a judicial proceeding before the Judiciary to solve the procedural controversies so that the arbitration may proceed, as provided for in article 7th of the Arbitration Law, although this eliminates the benefits inherent to the adoption of arbitration.

Given the above, the need to have a specialized mechanism for resolving maritime disputes is not only desirable but necessary owing to the peculiar nature of maritime industry.

Flowing from the necessity of having a specialized mechanism for resolving maritime disputes, access to arbitration as one of the most important tools is necessary, complementing legal efficiency and party autonomy in the design of a legal framework for the resolution of maritime disputes.[7]

Institutional arbitration administered by competent arbitration centers can facilitate access to arbitration, enlarge the scope of type disputes to be accommodated by the arbitration centers and further complement the variety of choices made by parties in maritime arbitration.

IV Maritime arbitration in the international scenario

As seen, in the maritime sector, where contracts often involve parties of different nationalities and cross border operations, arbitration is widely used to mitigate the uncertainties related to different jurisdictions that could be triggered in the event of a contractual dispute.

Although it is not uncommon for maritime arbitrations to take place in large arbitration centers such as the International Chamber of Commerce – ICC, there is considerable degree of specialization in some reputable international maritime arbitration associations, which are currently the ones that handle the vast majority of international maritime arbitrations, such as: i) The London Maritime Arbitrators Association – LMAA; (ii) the Society of Maritime Arbitrators, headquartered in New York – SMA; the Singapore Maritime Arbitration Chamber – SCMA, among others,

[6] Schmidt, Gustavo. Institutional or ad hoc arbitration: the best option for the Administration. Legal Conjuration. Available at: https://www.conjur.com.br/2021-mai-09/schmidt-arbitragem-institucional-arbitragem-ad-hoc. Accessed 10/09/2021, at 21:52.

[7] ESPLUGUES, Carlos. 'Some Current Developments in International Maritime Arbitration' (Social Science Research Network 2009) SSRN Scholarly Paper ID 1952777 70, Accessed 10/09/2021, at 21h pm.

as the Hong Kong International Arbitration Center – HKIAC;[8] the Chambre Maritime Arbitrale de Paris – CAMP and others. For better reflection, the main aspects of the some of the above international associations will be addressed below.

(i) London Maritime Arbitrators Association – LMAA

The London Maritime Arbitrators Association (the LMAA) was founded in 1960 and is composed of its Full Members and Support Members, with predominantly legal training and technical/commercial experience. [9]

With regard to procedures, arbitrations in London are conducted under the Arbitration Act 1996. LMAA Clauses are terms of procedure that are available to the parties to incorporate dispute resolution clauses into their contracts. When members of a panel accept their appointments under the LMAA, those terms apply and govern the procedure to be followed in the arbitration reference. These will be basically ad hoc arbitrations, conducted under the LMAA Terms and Procedures, which are revised from time to time.

The panel can be formed by a single arbitrator or by three arbitrators. In a panel of three arbitrators, each party will, as a rule, nominate one arbitrator, and the two together will nominate a third, who will be the chairman of the panel. If within fourteen days the arbitrators do not do so, the LMMA president will appoint the third arbitrator for that arbitration proceeding. If there is no agreement between the parties, the law to be used for the arbitration will be English law and the place where the proceedings will take place will be England.

Notably, regarding the procedural and economic aspects, it should be clarified that all aspects of administration of an LMAA arbitration, including rates of fees, are a matter for the individual arbitrators appointed. There are no institution fees, in addition to the tribunal's fees, as LMAA arbitration is unadministered. The limited exceptions to this are the appointment fee, which is fixed by the LMAA at £350 per reference and fees in cases where the parties have agreed to procedural rules which apply a cap on fees, such as the LMAA Small Claims Procedure or the LMAA Intermediate Claims Procedure.

The London Maritime Arbitrators Association (LMAA) handled approximately 1.668 new individual maritime arbitrations in London in 2019, up from 1.483 in 2018.[10] When combined with the 2019 figures for the London Court of International

[8] In 2020 there were 318 arbitrations submitted to HKIAC, concerning disputes the following sectors: International trade/sale of goods (27%); Maritime (18.6%); Corporate (18.3%); Banking and financial services (13.5%); Construction (10.7%); Professional Services (7.2%); Insurance (2.2%); Intellectual Property (2.2%); Employment (0.3%) - https://www.hkiac.org/about-us/statistics

[9] http://www.lmaa.org.uk/

[10] In total, 1.756 individual arbitrations were handled by the LMAA in 2019, and 1.561 in 2018, with 95% of those references handled in London – https://www.hfw.com/downloads/002203-HFW-Maritime-Arbitration-in-Numbers-July-2020.pdf

Arbitration (LCIA) and The International Chamber of Commerce (ICC), London handled approximately 1.730 new international maritime arbitrations on 2019.[11] And this number increased in 2020 to a total of 1.775 new arbitrations registered with the LMAA last year.[12]

All these procedures represent ad hoc arbitrations conducted under LMAA Terms and, given the numbers referred, there is no doubt of the relevance of LMAA with regard to maritime arbitration.

(ii) Society of Maritime Arbitrators, New York – SMA

In 1963, a group of individuals active in maritime arbitration in New York foresaw the need for an organization dedicated to the promotion of sound arbitration practice by experienced and highly qualified maritime and commercial professionals. As a result, they formed the SMA, a professional, nonprofit organization that, unlike other arbitral forums, charges no fee to the parties for its services, nor does the oversee or administer the arbitration proceeding.

The SMA provides only limited administrative tasks, assisting for example with matters of consolidation and keeping escrow accounts to secure the arbitrators' fees. The crucial task is left to the discretion of the participating arbitrators, serving as an ad hoc arbitration procedure for the most part.[13]

Although the arbitrations and mediations in which SMA members participate often are governed by the SMA Rules, the SMA does not administer SMA ADR proceedings. SMA ADR proceedings are administered, controlled and decided solely by the participating SMA members, subject to applicable laws and agreed procedures. Unless disputants request or a court so directs, the SMA does not recommend or select particular individuals to be arbitrators or mediators. Disputants are invited to select from the SMA Membership Roster which states the professional credentials of each SMA member.

Usually, a panel consists of three arbitrators, although the parties are free to agree to a sole arbitrator in any proceeding. Under the amended Shortened Arbitration Procedure of the SMA, the dispute will be referred to a sole arbitrator.

Under the SMA Rules, the default locale for any arbitration is New York (SMA Rules §7). A typical New York arbitration begins with the claimant or first moving party serving a demand for arbitration upon its contract partner that names its

[11] In 2019, the number of arbitrations under LCIA Rules categorised in the transport and commodities sector was approximately 61, with England chosen as the arbitral seat in approximately 89% of cases (approximately 54 cases). In 2019, the ICC registered a total of 869 new cases and we estimate approximately 10% of the ICC's new arbitrations relating to the transportation sector (approximately 8.6%) were handled in London based on 2018's data.

[12] https://hsfnotes.com/arbitration/2021/03/24/ad-hoc-arbitration-continues-to-thrive-in-london-the-latest-statistics/

[13] https://www.smany.org/about.html

appointed arbitrator and describes the nature and amount in dispute. Upon receipt of the claimant's demand for arbitration, the respondent or second party is then required to appoint an arbitrator within the time limits set out in the contract or the rules governing the arbitral proceeding. The two chosen arbitrators thus appoint the third one, who generally acts as Chairman of the panel for procedural matters. Absent the requirement for a unanimous decision, the decision of any two of the three arbitrators will be final and binding on both parties. Disputes are often arbitrated in New York under other types of arbitration clauses, some requiring the two party-appointed arbitrators to agree, failing which the decision defaults to an Umpire.[14]

If the dispute is settled during the course of the arbitration, a fee will be due in proportion to the work performed. In relation to attorneys' fees, each party is responsible for their effective payment, as in the past, the claimants were afraid to submit the claim and, in the future, to have to pay for the fees of the other party.[15]

Awards rendered at SMA arbitration procedures are normally published, unless if at any time before the issuance of such award, both parties request it not be published. Publication includes the factual background of the disputes and the reasoning used by the arbitrators' panel to support their decision, what is seen as of great value to provide insights into the practices and customs of the trade and to serve as a guide, not only for the resolution of future disputes, but also as a means of avoiding same. The SMA has often promulgated updates its Maritime Arbitration Rules (Rules) which provide general guidelines for arbitrators in the conduct of maritime arbitration proceedings. These Rules are subject to the U.S. Federal Arbitration Act. Consequently, parties opting to include the SMA Maritime Arbitration Rules in their contracts are assured that the arbitrators will be guided by U.S. law. In those instances where the contract provides for state law or the law of other countries to govern, SMA arbitrators will apply that law to reach their decision. In situations where SMA Rules are not a part of the controlling contract, parties may, and often do, specifically agree to have the Rules apply to the arbitral proceeding.[16]

(iii) Singapore Maritime Arbitration Chamber – SCMA

The SCMA was originally established in November 2004 and was under management by the Singapore International Arbitration Centre (SIAC). Acting on industry feedback, the SCMA was reconstituted in May 2009 and started

[14] https://www.smany.org/arbitration-practical-guide.html

[15] […] each party is responsible for his own legal costs – the "American Rule". The original aim for fear of having to pay the other party's legal expenses. BULOW, Lucienne Carasso, The revised arbitration rules of the society of maritime arbitrators. In: Jornal of International Arbitration, Vol. 12, n.1, March 1995, p. 91.

[16] https://www.smany.org/arbitration-maritime-new-york.html

functioning independently.[17] This Chamber holds a general commission, formed by "shipowners, cargo owners, shipyards, lawyers and arbitrators".

The Secretariat leads educational and training symposiums to foster thought leadership and encourage pragmatic solutions for maritime and trade businesses. The Registrar and Assistant Registrar provide administrative support to disputants and tribunals, when requested. Funding for establishment and continued operation of the SCMA comes from the Singapore Maritime Foundation and the management of SCMA is overseen by a board of directors.

SCMA aims to serve as a hybrid model of arbitration, combining both ad-hoc and administered institutional arbitration methods. There is no fee payable to SCMA for the commencement of an arbitration proceeding and the rules aim to provide the parties with a large degree of control of the procedures. Such procedures are then controlled by specialist arbitrators, who are previously certified and admitted by SCMA, with autonomy to carry out the arbitration process without intervention by institutional clerks.

As stated on SCMA's website, the most discussed contractual topics in maritime arbitration in Singapore are disputes relating to "Bunker Disputes (20.9%), Charterparty (43.5%), Commercial Sales/Cargo (7.3%), Coal Contract (5.2%), Ship Sale/Build/ Repair/Management (10.5%), Oil & Gas/ Others (12.6%)".[18]

With regard to institutional procedure, "it is noteworthy that any individual can seek SCMA to resolve their conflict through arbitration. One party will send a letter to the other party involved in the issue, communicating the arbitration. A response must be sent within 14 days, including in this response the party receiving the letter may appoint an arbitrator. Arbitration can be done by a single arbitrator or by an arbitral tribunal, in which each of the parties appoints an arbitrator, and these appoint the third, who will be the president of the tribunal. The court is responsible within 7 (seven), after the appointment of the president, to inform the Secretariat about the dispute, that is, about its object. There is a summarized procedure if the cause does not exceed $150,000. The award rendered by the arbitral tribunal is not reviewed by SCMA, as the arbitrators listed by the chamber itself are very experienced in several areas within maritime law". (PEREIRA, 2021. Pg.159-160)

In July 2020, SCMA formally launched the Local Users Council (LUC) comprising leading Ship Owners, Charterers, Ship Brokers, Offshore companies, Underwriters and Protection and Indemnity Clubs, to provide industry feedback and discussion forum for the chamber.

[17] https://www.scma.org.sg/about-us
[18] https://www.scma.org.sg/about-us

V Conclusion/Comments from a Brazilian perspective

In view of the significant relevance of maritime commercial transactions, the use of the institute of arbitration as a method of conflict resolution is consolidated in the international scenario.

The vast majority of maritime arbitration procedures are conducted in London, under the LMAA terms, followed by New York arbitration, under the SMA rules. Both consist of unadministered procedures, while maritime arbitrations conducted in Singapore, before SMAC, follow a hybrid approach, combining both ad-hoc and institutional arbitration methods.

This certainly shows the relevance of ad hoc arbitrations in the referred jurisdictions, but it does not diminish the importance of institutional arbitration. In fact, the option for one method or the other may not only depend on the jurisdiction, the applicable laws and the nature of the dispute in question, but also on the culture of the place where the arbitration is conducted.

Although a substantial volume of ad hoc maritime arbitration is undertaken in London, New York and other jurisdictions, in Brazil institutional arbitration comes as a more well-established dispute resolution mechanism.

Unfortunately, Brazilian legal culture still tends towards judicial litigation, while the Brazilian Judicial Court System is overloaded with time-consuming proceedings, involving a great number of appeals. This generates a risk for ad hoc arbitrations, at which, if the parties lack to cooperate, any controversy that eventually arises regarding the procedures may end up being taken to court, bringing considerable legal uncertainty and delays.

As institutional rules, on the other hand, are designed to regulate the proceedings comprehensively, arbitration institutions seem better suited to administrate the proceedings in an efficient manner in Brazil, providing a trustable and enforceable arbitral award.

If on one hand Brazil already counts with reliable arbitration institutions such as the Brazilian Center for Mediation and Arbitration (CBMA); the Brazil-Canada Chamber of Commerce Arbitration and Mediation Center (CAM-CCBC); the FGV Conciliation and Arbitration Chamber; the CIESP/FIESP Chamber of Conciliation, Mediation and Arbitration; the Court of Arbitration of the International Chamber of Commerce (ICC); and others, in terms of maritime arbitration the country is also well served.

Alongside the arbitration rules of the Brazilian Maritime Law Association, institutions like the CBMA and CAM-CCBC helped to promote the International Congress of Maritime Arbitrators, ICMA XXI, held in Rio de Janeiro, on 2020.

In fact, CBMA, an institution founded in 2002 by the Commercial Association of Rio de Janeiro (ACRJ), the National Federation of Private Insurance and

Capitalization Companies (FENASEG) and the Federation of Industries of the State of Rio de Janeiro (FIRJAN), has a specialized commission to administer maritime and port law arbitration, with international recognition, being enlisted as a renowned "Maritime Arbitration Association" at ICMA's webpage.[19]

In conclusion, maritime arbitration comes in different forms and methods, either ad hoc, institutional or hybrid. Each has its advantages and will suit different parties in different circumstances, places and cultures, being maritime arbitration in Brazil well served with reputable specialized arbitral institutions in the country. Such recognition was attested with the success of the International Congress for Maritime Arbitration ICMA XXI held on 2020, an event that certainly put Brazilian Maritime Arbitration Institutions and arbitrators on the spotlight of the international scenario.

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[19] https://icmaweb.com/maritime-arbitration-associations

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Informação bibliográfica deste texto, conforme a NBR 6023:2018 da Associação Brasileira de Normas Técnicas (ABNT):

MARQUES, Lucas Leite; PAOLIELLO, Gabriela Júdice; ROCHA, Rafaela Brandão. Maritime arbitration – Ad hoc and institutional methods: A view from a Brazilian perspective. *Revista Brasileira de Alternative Dispute Resolution – RBADR*, Belo Horizonte, ano 03, n. 06, p. 163-175, jul./dez. 2021. DOI: 10.52028/rbadr.v3i6.9.