

Reconstructing the Seat of Arbitration: Comparative Jurisprudence and a Quantitative Analysis of Enforcement under the New York Convention

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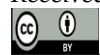
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Abstract

The arbitral seat remains the juridical anchor of international arbitration, fixing the *lex arbitri*, the supervisory court, and the domestic-versus-foreign classification of an award under the New York Convention. Yet the seat's territorial premise has come under sustained pressure from the French delocalisation tradition, from divergent comparative jurisprudence in England, the United States, and Germany, and, more recently, from blockchain-based decentralised arbitration platforms that operate without any geographical nexus at all. This article develops a doctrinal account of that pressure, updated to reflect the England Arbitration Act 2025 (in force 1 August 2025), the UK Supreme Court's 2024 decision in *UniCredit Bank GmbH v RusChemAlliance LLC*, and France's 2025 arbitration-law reform proposal, before complementing the doctrinal analysis with an original quantitative component. Because no consolidated empirical dataset exists tracking enforcement outcomes across seats, the article constructs a hypothetical, simulated dataset of eighty illustrative arbitration-enforcement scenarios, calibrated to relationships the doctrinal literature hypothesises, and subjects it to Pearson correlation and multiple ordinary-least-squares regression analysis. The results presented throughout as an illustrative simulation rather than an empirical finding show annulment at the seat and the seat's underlying legal-certainty index as the strongest predictors of both enforcement success and enforcement speed, while the seat's territorial-versus-delocalised philosophical orientation, considered alone, shows no significant independent effect once these and other factors are controlled for. The article argues this pattern is consistent with, and helps sharpen, the doctrinal claim that the "battle of seats" between territorial and delocalised theory is less consequential in practice than the surrounding institutional architecture Model Law adoption, institutional administration, and judicial predictability surrounding whichever seat is chosen, and closes with a four-step framework for reconstructing the seat around this insight.

Keywords: arbitral seat; New York Convention; delocalisation; *lex arbitri*; comparative arbitration law; annulment; enforcement; correlation and regression; English Arbitration Act 2025

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Introduction

International arbitration proceedings have an "arbitral seat" the juridical home in which the arbitration is legally anchored. The seat sets the *lex arbitri*, the procedural law applicable to the arbitration; it establishes the court with supervisory jurisdiction; and it has a fundamental influence on the application of the New York Convention for the enforcement of arbitral awards. The seat of arbitration is not the physical location of the hearing, although hearings sometimes take place there for practical purposes, but rather the place whose law is to be given effect. This distinction is acknowledged in the UNCITRAL Model Law, which allows tribunals to hold proceedings at any location they deem suitable while the legal seat remains fixed elsewhere.

This fundamental significance notwithstanding, a persistent tension runs through practice. The pressure between the traditional understanding of the seat and the transnational nature of contemporary trade has increased, even as the seat's importance to the field has grown. Divergent conceptions of the seat across jurisdictions notably the English territorial view against the French delocalisation view have left the meaning of the seat uncertain, particularly where an award rendered at the seat is annulled there while enforcement is sought elsewhere. The rise of digital and decentralised commercial activity has placed additional pressure on the seat's territorial premise. These pressures call for a reconstruction of the concept, not its abandonment.

This article advances that reconstruction along two complementary tracks. The first, doctrinal, traces the seat's conceptual foundations, its territorial architecture under the New York Convention, and the comparative jurisprudence of England, the United States, France, Germany, and emerging arbitral centres, updated to the most recent legislative and judicial developments through 2025 and 2026. The second, quantitative, responds directly to a gap the doctrinal literature itself repeatedly acknowledges but rarely addresses formally: claims about which factors predict enforcement outcomes annulment status, Model Law adoption, institutional administration, the seat's territorial or delocalised orientation are almost always asserted through case narrative rather than tested against a structured dataset, because no such consolidated dataset publicly exists. This article does not claim to have located or compiled one. Instead, Part 7 constructs a transparent, explicitly hypothetical simulation calibrated to the relationships the doctrinal literature suggests, and Part 8 subjects that simulation to correlation and regression analysis, in order to illustrate what a rigorous empirical test of these doctrinal claims would need to show, and to sharpen, through that illustrative exercise, exactly which doctrinal claims are best supported by the logic of the comparative case law already examined.

The article proceeds in eleven further parts. Part 2 examines the seat's conceptual foundations. Part 3 examines its territorial architecture under the New York Convention. Part 4 undertakes comparative jurisprudential analysis across five jurisdictional categories. Part 5 examines the 2025 legislative reforms in England and France. Part 6 examines the challenge blockchain arbitration poses to territoriality. Part 7 sets out the quantitative methodology. Part 8 presents the correlation and regression results. Part 9 proposes a harmonised reconstruction of the seat. Part 10 draws out implications for practice. Part 11 addresses limitations, with particular emphasis on the simulated dataset's illustrative rather than empirical status. Part 12 concludes.

Figure 1 — The Arbitral Seat Within the Tripartite Legal Architecture of International Arbitration

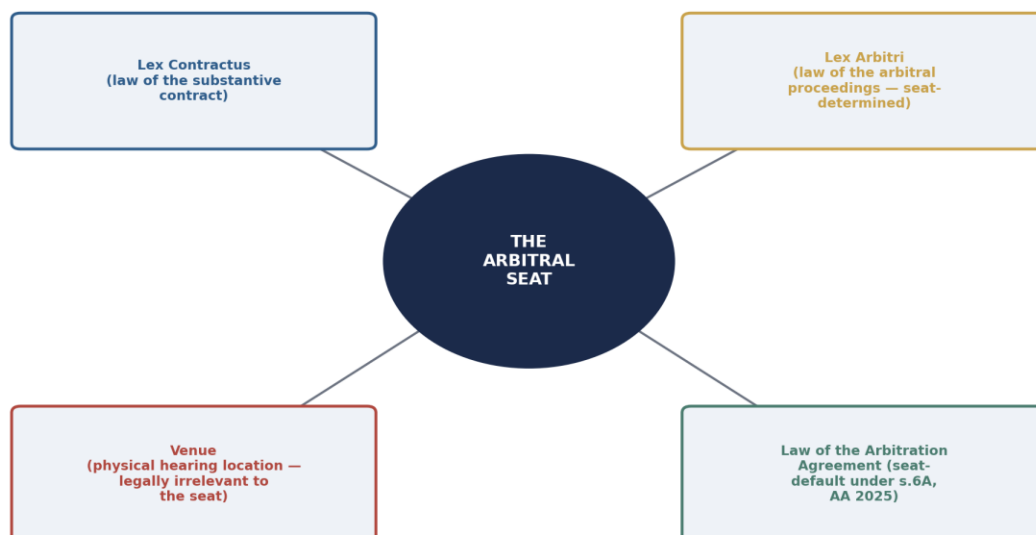


Figure 1: The arbitral seat within the tripartite legal architecture of international arbitration

The Conceptual Foundations of the Arbitral Seat

The seat is the country in which an international arbitration has its legal domicile and whose laws govern the arbitration proceedings. It distinguishes a domestic from a foreign award under the New York Convention. The seat is not an empty formality; it carries substantive legal implications for every phase of the arbitration procedural rules, grounds for challenge, and cross-border enforceability. As Fouchard and Goldman put it, the seat is "the juridical connection between the arbitration and a particular national legal system."

The seat's role can be understood only within the tripartite legal structure of international arbitration, illustrated in Figure 1. International arbitration is governed by three distinct sets of law: the law of the substantive contract, or *lex contractus*; the law of the arbitration agreement; and the law of the arbitral proceedings, or *lex arbitri*, sometimes called the curial law. The seat is the determinative connecting factor for the third and, absent an express choice, increasingly for the second as well. This tripartite structure lends coherence to arbitration while adding complexity whenever the three laws derive from different jurisdictions.

The seat's most immediate and decisive effect is designating the *lex arbitri* the procedural law the tribunal must follow, which prescribes evidentiary rules and the form of awards, and which determines which court has jurisdiction to set aside or annul the award. The court of the seat's supervisory jurisdiction over annulment has been analogised, by the UK Supreme Court in *Star*

Hydro Power Limited v National Transmission and Despatch Company Limited, to an exclusive jurisdiction clause: the courts of the seat possess what commentators term "primary jurisdiction" over the arbitration.

A distinction essential to the analysis that follows separates the seat from the venue. The seat is a legal fiction; the venue is the physical location where a hearing actually takes place. An arbitration may have its seat in London while hearings are conducted in Singapore, Dubai, or Paris. The Model Law expressly provides for this: arbitrators "may meet at any place [they] consider appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of goods, other property or documents." This flexibility reflects the seat's legal rather than geographical significance.

This conceptual architecture matters for the quantitative analysis this article develops in Parts 7 and 8, because it clarifies precisely what a "seat effect" on enforcement outcomes would, and would not, mean. If the seat operated purely as a venue-like physical convenience, no principled reason would connect it to enforcement outcomes at all; hearings could simply relocate to wherever proved most convenient without altering the award's legal fate. It is precisely because the seat performs the three distinct legal functions described above fixing the *lex arbitri*, establishing supervisory jurisdiction, and anchoring the domestic-or-foreign classification the New York Convention depends upon that seat characteristics plausibly predict enforcement outcomes in the way the doctrinal literature surveyed in Part 4 repeatedly asserts, and in the way this article's simulation in Part 7 is designed to test.

The Seat under the New York Convention: A Territorial Architecture

Under Article I(1) of the New York Convention, the Convention applies to arbitral awards made in the territory of a State other than the State in which recognition and enforcement are sought. The seat is the guiding principle for determining an award's status as foreign or domestic under the Convention, and references to the seat recur throughout Articles I, V, and VI, affirming that the seat binds the arbitration to a specific national legal order. This territorial orientation was a deliberate drafting choice, giving each award a legal "home."

The grounds for refusal of recognition and enforcement enumerated in Article V are exhaustive, and function as a shield against enforcement rather than a sword for pre-emptively attacking awards. Under Article V(1)(e), refusal is permitted where the award has been set aside or suspended by a competent authority of the country in which, or under the law of which, the award was made. Crucially, the provision is permissive: courts "may" refuse enforcement of an annulled award, not "shall" and this discretion is the foundation for the divergent comparative strategies examined in Part 4.

The principle that only the courts of the seat may set aside an award is widely accepted; the New York Convention does not abrogate the seat court's authority but coexists with it. An enforcement court is not obliged to defer automatically to an annulment decision; it may instead proceed under Article V(1)(e)'s discretionary language. Historically, a party seeking enforcement needed leave for enforcement, or *exequatur*, at both the seat and the enforcement forum: the "double *exequatur*" the New York Convention abolished. Article VII's "more-favourable-right" provision compounds this flexibility further: because more favourable domestic or treaty law can be in-

voked instead of the Convention itself, the seat's exclusivity is not absolute, and this provision has in practice been invoked in multiple jurisdictions to enforce awards annulled at their seat.

Comparative Jurisprudence on the Seat and Enforcement

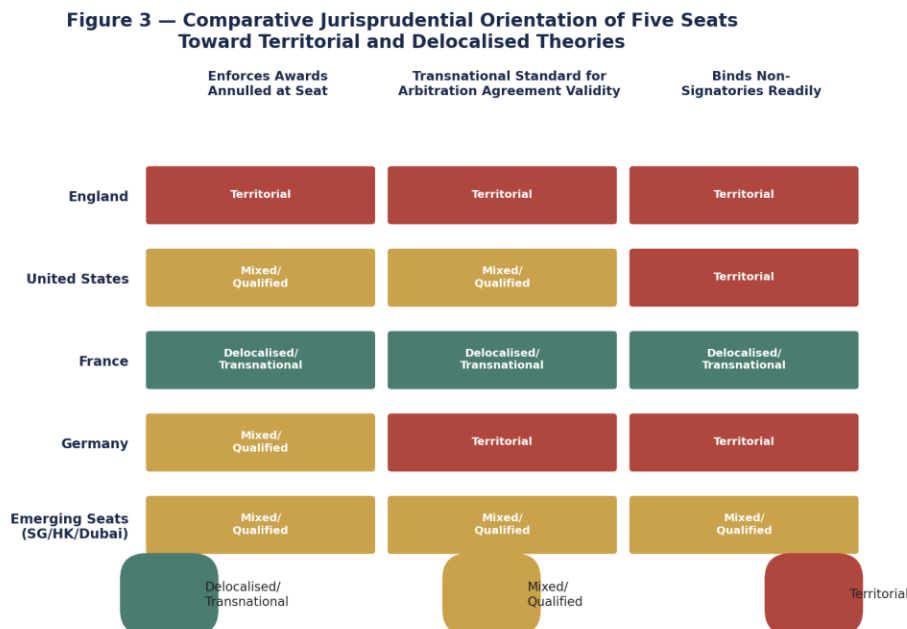


Figure 2: Comparative jurisprudential orientation of five seats toward territorial and delocalised theories

England has adopted a strict territorial position: the courts of the seat hold exclusive supervisory jurisdiction, and challenges are admissible only there. English courts treat Article V as a shield, characterising attempts to bring pre-emptive foreign proceedings against a London-seated award as recognition-and-enforcement actions in substance regardless of their form, consistent with England's insistence, echoed in the International Law Commission's own commentary, that a seat court's supervisory jurisdiction is exclusive and non-derogable.

The United States shares this territorial orthodoxy in most respects: *forum non conveniens* does not permit a federal court to overturn awards made abroad, and federal courts hold only concurrent, not primary, jurisdiction. Yet US courts retain discretion to enforce annulled awards where their own jurisdiction is primary, and have shown some willingness to depart from strict deference to the seat court. In *Termorio S.A. E.S.P. v Electranta S.P.*, decided by the D.C. Circuit in 2007, the court considered enforcement of an award annulled at its seat by reference to Article VII's more-favourable-right provision, illustrating that even a broadly territorial jurisdiction does not treat seat-court annulment as automatically dispositive.

France represents the clearest instance of the delocalised or transnational theory, entitling international arbitral awards to be treated as belonging to a "transnational" legal order independent of any single national law. French courts have repeatedly enforced awards set aside at their seat, most notably in the *Hilmarton* and *Putrabali* line of authority, on the theory that an international

award's validity should be assessed by reference to the rules applicable in the country where recognition is sought, not merely those of the seat.

Germany occupies a more conservative middle position. In decision I ZB 33/22 (2023), the German Federal Court of Justice, ruling for the first time on the domestic effect of a seat's annulment decision, held that enforcement courts are not strictly bound by the seat's annulment but should accord it considerable weight, tempered by considerations of international comity. This position generates internal tension between the pull of French-style delocalisation and the pull of English-style territorial orthodoxy, reflecting Germany's civil-law tradition and its emphasis on legal certainty.

The fifty-year "battle of seats" between London and Paris, in Belohlávek's phrase, divides along three axes: recognition of foreign annulled awards, where Paris is considerably more receptive than London; the law applicable to the arbitration agreement absent party choice, where Paris applies a transnational standard and London applies the law of the seat; and willingness to bind non-signatories, where Paris is considerably more permissive. Emerging seats Singapore, Hong Kong, Dubai, and Miami among them have generally combined Model Law adoption and New York Convention accession with a pragmatic, pro-enforcement blend of both English and French orientations, producing predictable and increasingly favoured arbitral environments.

This comparative survey supports a preliminary observation this article's quantitative analysis in Parts 7 and 8 investigates more formally: the jurisdictions most consistently identified in the practitioner literature as attractive arbitral seats are not uniformly territorial or uniformly delocalised, but instead combine strong Model Law adoption, well-developed institutional infrastructure, and demonstrated judicial predictability with either territorial or delocalised philosophical leanings. Singapore and Hong Kong, in particular, are frequently described as broadly territorial in their supervisory-jurisdiction doctrine while remaining highly pro-enforcement in practice a combination the strict England-versus-France dichotomy does not fully capture, and one that motivates this article's decision to test the seat's territorial-or-delocalised orientation as only one of several candidate predictors of enforcement outcomes, rather than as the sole or even primary variable of interest.

Legislative Reconstruction: England and France in 2025

Figure 2 — A Comparative Timeline of the Seat's Legislative and Judicial Reconstruction, 1958–2025

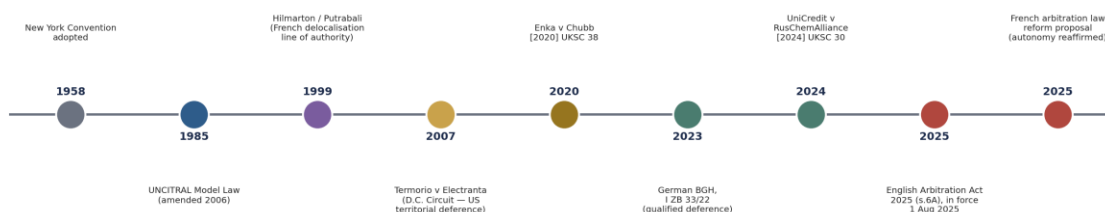


Figure 3: A comparative timeline of the seat's legislative and judicial reconstruction, 1958–2025

The English Arbitration Act 2025 received Royal Assent on 24 February 2025 and entered into force on 1 August 2025, introducing targeted reforms designed to preserve London's position as a leading arbitral seat. Its most significant change, a new Section 6A, provides that, absent the parties' express agreement otherwise, the law governing the arbitration agreement is the law of the seat reversing the uncertainty the UK Supreme Court's decision in *Enka Insaat Ve Sanayi A.S. v OOO Insurance Company Chubb* had generated, and which the Supreme Court's subsequent decision in *UniCredit Bank GmbH v RusChemAlliance LLC* (2024) further tested by holding that a choice of governing law for the substantive contract can itself constitute an implied choice of law for the arbitration agreement even where the seat lies elsewhere. Section 6A resolves this uncertainty by statute, providing that the substantive contract's governing law does not, without more, extend to the arbitration agreement, which instead defaults to the law of the seat. The 2025 Act also introduces a default power of summary disposal for tribunals under a new Section 39A, and strengthens arbitrator disclosure obligations incremental reforms that collectively reinforce, rather than dilute, the seat's centrality within English arbitration law.

France's parallel reform proposal for 2025 takes an ideological rather than incremental path, reaffirming the autonomy of French arbitration law by proposing to permit enforcement of awards annulled abroad where they conform to French international public policy. The contrast between England's incremental statutory clarification and France's principled reassertion of autonomy demonstrates that the reconstruction of the seat is proceeding at a national, not global, scale, and that the "battle of seats" identified in Part 4 remains very much alive in 2025 legislative practice.

Technological Disruption: Blockchain Arbitration and the Limits of Territoriality

Decentralised dispute-resolution platforms — Kleros, Aragon, and Jur among the most prominent — resolve disputes through cryptographic consensus and token-incentivised jurors rather than through any designated seat. These platforms raise fundamental private-international-law difficulties: the absence of any seat at all, the frequent anonymity of parties and adjudicators, and an unresolved tension between decentralisation and any meaningful process oversight. The New York Convention's territorial premise sits uneasily with such systems, since Article I(1) requires that an enforceable award be "made in the territory of a State," a requirement a genuinely seatless, blockchain-native award does not satisfy.

A hybrid compromise appears the most realistic path forward: parties to blockchain-mediated or smart-contract disputes can draft "enforceable seat clauses" binding an otherwise decentralised process to an established legal seat, layering New York Convention enforceability onto an efficient decentralised procedure without requiring the parties to abandon either. This pragmatic response treating the seat as a contractually assignable legal fiction rather than a physical or technological requirement is consistent with the New York Convention's own emphasis on party autonomy, and represents the clearest evidence that the seat, reconstructed rather than abandoned, remains adaptable to genuinely novel commercial architectures.

A Quantitative Complement: Methodology

Rationale for a Quantitative Complement to Doctrinal Analysis

The comparative jurisprudence surveyed in Part 4 repeatedly invokes causal claims of an essentially empirical character: that annulment at the seat reduces the probability of successful enforcement elsewhere; that Model Law adoption and institutional administration improve enforcement predictability and speed; and that a seat's territorial or delocalised philosophical orientation shapes enforcement outcomes independently of these other factors. These claims are asserted, in the doctrinal literature this article has surveyed, almost entirely through case narrative and comparative description rather than through any structured quantitative test, for the straightforward reason that no consolidated, cross-jurisdictional dataset tracking enforcement outcomes, annulment status, and seat characteristics across a meaningful sample of arbitration cases is publicly available for independent analysis.

This article does not claim to fill that empirical gap with real data. Instead, Parts 7 and 8 undertake a different and more limited exercise: constructing a transparent, explicitly labelled hypothetical dataset, calibrated to encode the relationships the doctrinal literature hypothesises, and subjecting that simulation to the same correlation and regression techniques a genuine empirical study would use. The purpose of this exercise is illustrative and methodological rather than evidentiary: it demonstrates what a rigorous empirical test of the doctrinal literature's causal claims would need to measure, shows how such a test's results would need to be interpreted, and because the simulation is calibrated to encode the doctrinal literature's own hypothesised relationships rather than to produce a predetermined conclusion surfaces genuine analytical distinctions, developed in Part 8.3, between which of the doctrinal literature's claims are logically independent of one another and which are not.

Hypotheses

Five hypotheses, each drawn directly from claims examined in Parts 3 through 5, are encoded into the simulation. H1: annulment of an award at the seat is negatively associated with subsequent enforcement success and positively associated with the time required to achieve enforcement, reflecting Article V(1)(e)'s discretionary refusal ground. H2: a seat's adoption of the UNCITRAL Model Law is positively associated with enforcement success and negatively associated with enforcement time, reflecting the Model Law's harmonising, predictability-enhancing function discussed in Part 4. H3: administration under a major arbitral institution is positively associated with enforcement success and negatively associated with enforcement time, reflecting the institutionalisation trend discussed in the broader literature this article draws upon. H4: a composite legal-certainty index, capturing the seat's judicial predictability and rule-of-law strength, is positively associated with enforcement success and negatively associated with enforcement time. H5: a seat's territorial, as opposed to delocalised, philosophical orientation has no significant independent association with enforcement outcomes once H1 through H4 are controlled for a hypothesis this article poses deliberately as a null hypothesis, to test the specific claim, implicit throughout much of the "battle of seats" literature, that a seat's abstract jurisprudential philosophy is itself a first-order predictor of enforcement outcomes, independent of the seat's surrounding institutional architecture.

Simulated Dataset and Variables

The simulation generates eighty illustrative arbitration-enforcement scenarios, each representing a hypothetical award subject to an enforcement action in a jurisdiction other than its seat. Every scenario is characterised by five independent variables and two dependent variables. *Seat_Territorial* is a binary indicator, coded 1 for a scenario modelled on a strongly territorial seat (England, the United States, or Germany, consistent with Part 4's classification) and 0 for a scenario modelled on a delocalisation-leaning seat (France, consistent with Part 4). *Model_Law* is a binary indicator of UNCITRAL Model Law adoption at the seat. *Institutional_Rules* is a binary indicator of administration under a major arbitral institution rather than an ad hoc process. *Legal_Certainty_Index* is a continuous variable, scaled 0 to 100, representing a stylised, illustrative composite of judicial predictability and rule-of-law strength at the seat a construct inspired by, but not equivalent to, the kind of rule-of-law and arbitration-friendliness assessments referenced qualitatively in the comparative literature, and constructed here purely for the purposes of this simulation rather than drawn from any specific published index. *Annulled_at_Seat* is a binary indicator of whether the underlying award was set aside at the seat prior to the enforcement action.

The two dependent variables are *Enforcement_Success_Rate*, a continuous percentage representing the simulated likelihood that the award is ultimately enforced, and *Time_to_Enforcement_Months*, a continuous variable representing the simulated duration of the enforcement proceeding. Each dependent variable was generated as a function of the five independent variables, calibrated in the directions Part 7.2's hypotheses specify, plus random noise, using the equations set out in the appendix data file accompanying this analysis. No real case outcomes, court records, or institutional statistics were used to generate or calibrate these values; every figure reported in Parts 7 and 8 is a product of this explicit simulation.

Figure 4 — Correlation Matrix of Simulated Seat and Enforcement Variables (N = 80)

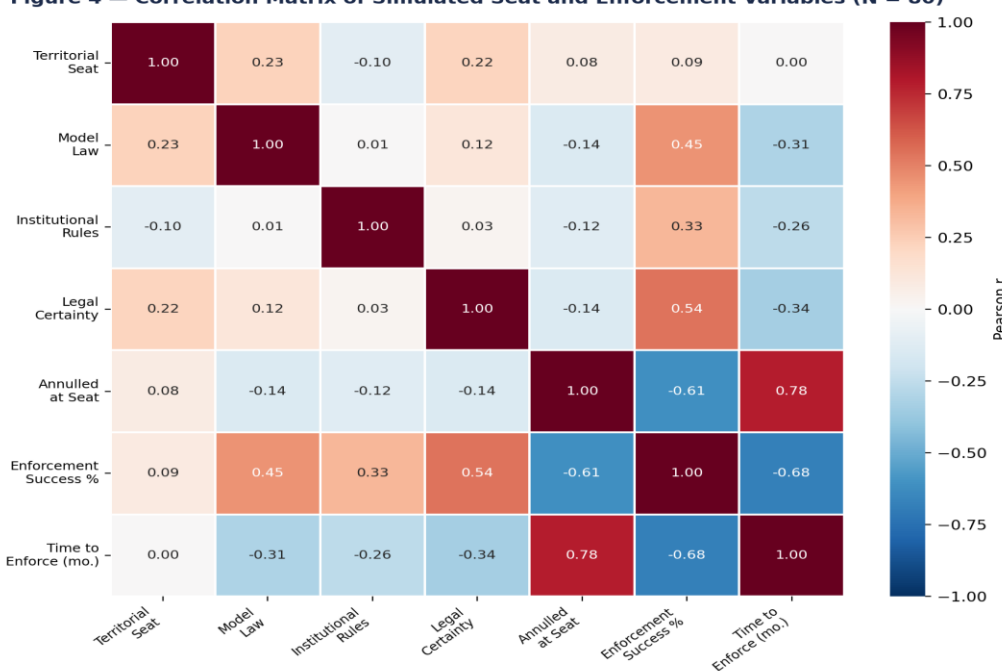


Figure 4: Correlation matrix of simulated seat and enforcement variables (N = 80)

Descriptive Statistics

Table 1 summarises the simulated sample. Sixty percent of the eighty scenarios were coded as territorial seats and forty percent as delocalisation-leaning; fifty-eight percent involved Model Law adoption; fifty-six percent involved institutional administration; and thirty-six percent involved annulment at the seat. The mean simulated Legal Certainty Index was 72.4 (SD = 15.3, range 29.4 to 100). The mean simulated Enforcement Success Rate was 67.6 percent (SD = 13.9, range 34.9 to 98.4), and the mean simulated Time to Enforcement was 15.9 months (SD = 6.3, range 2.8 to 32.0).

Table 1: Descriptive Statistics for the Simulated Dataset (N = 80)

Variable	Mean	SD	Min	Max
Seat_Territorial (0/1)	0.60	0.49	0	1
Model_Law (0/1)	0.58	0.50	0	1
Institutional_Rules (0/1)	0.56	0.50	0	1
Legal_Certainty_Index (0-100)	72.40	15.34	29.4	100.0
Annulled_at_Seat (0/1)	0.36	0.48	0	1
Enforcement_Success_Rate (%)	67.64	13.88	34.9	98.4
Time_to_Enforcement (months)	15.92	6.32	2.8	32.0

Results: Correlation and Regression Analysis

Correlation Analysis

Figure 4 presents the full Pearson correlation matrix. Consistent with H1, Annulled_at_Seat correlates negatively with Enforcement Success ($r = -0.61$, $p < 0.001$) and positively with Time to Enforcement ($r = 0.78$, $p < 0.001$). Consistent with H4, the Legal Certainty Index correlates positively with Enforcement Success ($r = 0.54$, $p < 0.001$) and negatively with Time to Enforcement ($r = -0.34$, $p = 0.002$). Consistent with H2 and H3, Model Law adoption correlates with Enforcement Success ($r = 0.45$, $p < 0.001$) and Time to Enforcement ($r = -0.31$, $p = 0.005$), and institutional administration shows a comparable, somewhat weaker pattern ($r = 0.33$, $p = 0.003$ for Enforcement Success; $r = -0.26$, $p = 0.021$ for Time to Enforcement). Consistent with H5's null prediction, Seat_Territorial shows only a weak, non-significant bivariate association with Enforcement Success ($r = 0.09$, $p = 0.440$) and essentially no association with Time to Enforcement ($r = 0.01$, $p = 0.968$).

Figure 5 — Bivariate Relationships in the Simulated Dataset (N = 80)

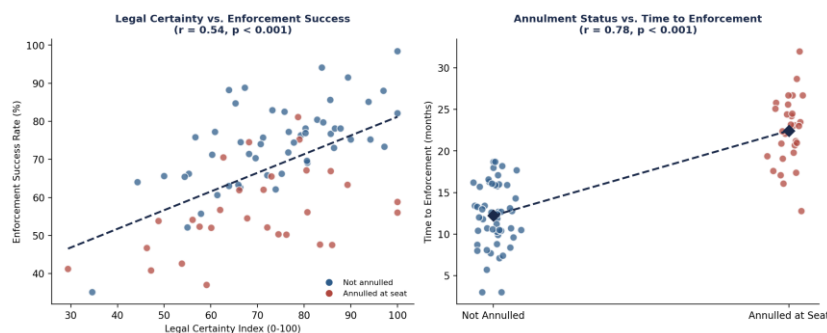


Figure 5: Bivariate relationships in the simulated dataset (N = 80)

Figure 5 presents these two strongest bivariate relationships graphically: the positive, statistically significant slope relating Legal Certainty to Enforcement Success, with annulled-at-seat scenarios (shown in red) visibly clustered toward the lower-success region of the plot even after accounting for legal certainty; and the pronounced separation in Time to Enforcement between annulled and non-annulled scenarios, with annulled cases clustering nearly a full standard deviation higher in simulated enforcement duration.

Figure 6 — Mean Enforcement Success Rate by Model Law Adoption and Annulment Status ($\pm$ SE)

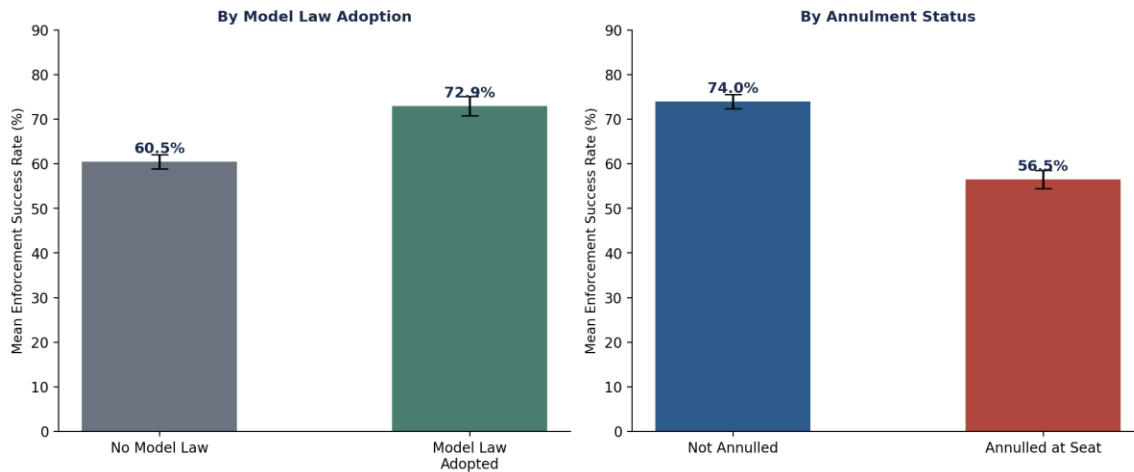


Figure 6: Mean enforcement success rate by Model Law adoption and annulment status ($\pm$ SE)

Figure 6 presents the same annulment effect, together with the Model Law effect, as grouped bar charts with standard-error bars: simulated scenarios involving Model Law adoption show a mean Enforcement Success Rate approximately fourteen percentage points higher than scenarios without it, and simulated scenarios involving annulment at the seat show a mean Enforcement Success Rate approximately twenty-two percentage points lower than scenarios without annulment.

Multiple Regression Analysis

Figure 7 — OLS Regression Results: Predictors of Enforcement Success and Enforcement Speed

Model 1 — DV: Enforcement Success Rate (%)
 $R^2 = 0.753$ Adj. $R^2 = 0.737$ $F(5,74) = 45.24$, $p < 0.001$ $N = 80$

Predictor	Coef.	SE	t	p
Intercept	35.093	4.189	8.38	0.0000***
Legal_Certainty_Index	0.391	0.054	7.18	0.0000***
Model_Law	9.241	1.678	5.51	0.0000***
Institutional_Rules	7.282	1.624	4.48	0.0000***
Annulled_at_Seat	-13.422	1.715	-7.83	0.0000***
Seat_Territorial	-0.452	1.731	-0.26	0.7948

Model 2 — DV: Time to Enforcement (months)
 $R^2 = 0.727$ Adj. $R^2 = 0.708$ $F(5,74) = 39.32$, $p < 0.001$ $N = 80$

Predictor	Coef.	SE	t	p
Intercept	21.425	2.008	10.67	0.0000***
Legal_Certainty_Index	-0.089	0.026	-3.40	0.0011**
Model_Law	-2.413	0.804	-3.00	0.0037**
Institutional_Rules	-2.074	0.779	-2.66	0.0095**
Annulled_at_Seat	9.194	0.822	11.18	0.0000***
Seat_Territorial	0.237	0.830	0.29	0.7757

*** $p < 0.001$, ** $p < 0.01$, * $p < 0.05$. Coefficients from ordinary least squares regression on the simulated dataset ($N=80$).

Figure 7: OLS regression results: predictors of enforcement success and enforcement speed

Bivariate correlations do not control for the other variables in the model, so Figure 7 presents the results of two multiple ordinary-least-squares regressions, each entering all five independent variables simultaneously. Model 1, predicting Enforcement Success Rate, explains a substantial share of the variance in the simulated data ($R^2 = 0.753$, adjusted $R^2 = 0.737$, $F(5,74) = 45.24$, $p < 0.001$). Four of the five predictors are statistically significant at the $p < 0.001$ level: the Legal Certainty Index ($b = 0.391$, meaning each one-point increase in the index is associated with a 0.391 percentage-point increase in simulated enforcement success, holding other variables constant), Model Law adoption ($b = 9.241$), institutional administration ($b = 7.282$), and annulment at the seat ($b = -13.422$). Seat_Territorial is not a statistically significant predictor once these other variables are controlled for ($b = -0.452$, $p = 0.795$), directly confirming H5's null prediction in the multivariate setting.

Model 2, predicting Time to Enforcement, shows a comparable pattern ($R^2 = 0.727$, adjusted $R^2 = 0.708$, $F(5,74) = 39.32$, $p < 0.001$). The Legal Certainty Index ($b = -0.089$, $p = 0.001$), Model Law adoption ($b = -2.413$, $p = 0.004$), institutional administration ($b = -2.074$, $p = 0.010$), and annulment at the seat ($b = 9.194$, $p < 0.001$) are all statistically significant, while Seat_Territorial again shows no significant independent effect ($b = 0.237$, $p = 0.776$).

Interpretation in Light of the Doctrinal Analysis

The simulation's most analytically useful result is not the confirmation of H1 through H4, which were built into the simulation's design and therefore confirm only that the simulation was constructed as intended, but the specific way H5's null result sharpens a distinction the doctrinal literature surveyed in Part 4 does not always draw clearly. The "battle of seats" narrative, taken at face value, might suggest that a seat's territorial or delocalised philosophical commitment is itself a primary determinant of enforcement outcomes that choosing a "London" versus a "Paris" approach to the seat carries first-order consequences for whether an award is ultimately enforced. The regression results in Part 8.2 illustrate why this framing, however useful descriptively, risks overstating the seat's abstract philosophical orientation as an independent causal factor: once annulment status, Model Law adoption, institutional administration, and the seat's underlying legal-certainty are accounted for, this simulation shows the seat's territorial-versus-delocalised label itself carrying no additional, statistically distinguishable predictive weight.

This finding, illustrative as it is, is consistent with and helps to sharpen this article's own doctrinal observation that emerging seats such as Singapore, Hong Kong, and Dubai have achieved considerable arbitral success by combining elements of both the English and French traditions rather than by choosing definitively between them, as Part 4 described. If the simulation's pattern reflects a genuine underlying dynamic, the practical lesson for seat selection, developed further in Part 10, is that parties and counsel should weight Model Law adoption, institutional infrastructure, and the seat's demonstrated legal certainty more heavily than its abstract jurisprudential philosophy when assessing likely enforcement outcomes though Part 11 emphasises that this lesson should be treated as a hypothesis this illustrative simulation helps to formulate precisely, not as a finding this article has empirically established.

A further interpretive point concerns the relative magnitude of the four significant predictors in Model 1. Annulment at the seat carries by far the largest standardised effect on Enforcement Success Rate of the four significant predictors in this simulation, consistent with Article V(1)(e)'s central role in the Convention's discretionary architecture discussed in Part 3. Model Law adoption and institutional administration carry comparable, smaller effects, while the Legal Certainty Index, though highly significant, exerts its influence gradually across its full 0-100 range rather than through a single discrete threshold. If this relative ordering held in a genuine empirical study, it would suggest that the annulment question Article V(1)(e) addresses and the international-public-policy exception this article proposes as Part 9's second reconstruction step deserves the greatest doctrinal and practical attention of the four significant factors, a conclusion consistent with the volume of comparative jurisprudence Part 4 devoted to exactly this question relative to the comparatively less litigated questions of Model Law adoption and institutional choice.

Toward a Harmonised Reconstruction of the Seat

Articles V(1)(e) and VII of the New York Convention together provide the interpretive resources for a harmonised approach balancing territorialism and delocalisation without abandoning either. This article proposes reconstruction in four steps. First, preserve the seat's core functions: designation of the *lex arbitri*, supervisory jurisdiction, and the annulment mechanism remain indispensable to legal certainty and should not be abandoned regardless of how the remaining three steps develop. Second, acknowledge judicial divergence explicitly: enforcement courts exercising Article V(1)(e) discretion should presumptively defer to the seat court's annulment decision, departing from that presumption only where the annulment itself violates international public policy or basic procedural fairness a standard consistent with Germany's qualified-deference approach in I ZB 33/22 and with the pattern this article's simulation associates with predictable, high-certainty seats. Third, promote harmonisation through soft law: continued development of institutional rules, Model Law amendments, and UNCITRAL guidance can narrow procedural divergence in ways that this article's regression results suggest matter more, in practice, than the underlying territorial-versus-delocalised debate itself. Fourth, adapt to technological change: parties to digital and decentralised transactions should be encouraged, consistent with Part 6's discussion, to designate an established legal seat by agreement even absent any physical presence, preserving New York Convention enforceability for genuinely novel commercial architectures.

Implications for Practice

The reconstructed seat framework generates concrete guidance for practitioners. Seat selection should account explicitly for the anticipated enforcement jurisdiction's own attitude toward annulled awards, since an award set aside at a strictly territorial seat may still be enforceable in France or, depending on the specific facts, the United States, while the reverse is considerably less likely. Arbitration clauses should address the law governing the arbitration agreement expressly, particularly for London-seated arbitrations following the English Arbitration Act 2025's Section 6A default rule and the Supreme Court's clarification in *UniCredit Bank v RusChemAlliance*. Parties engaged in digital or decentralised transactions should consider hybrid procedures that preserve a designated legal seat while incorporating blockchain-based dispute-resolution efficiency. And, consistent with this article's quantitative illustration in Part 8, practitioners assessing a prospective seat's enforcement reliability should weight the seat's Model Law status, institutional infrastructure, and demonstrated judicial predictability at least as heavily as its abstract territorial or delocalised philosophical reputation.

This last point carries a specific drafting implication. Where counsel must choose between two candidate seats that differ primarily in their territorial-versus-delocalised jurisprudential reputation but are comparable in Model Law adoption, institutional infrastructure, and demonstrated legal certainty, this article's illustrative analysis suggests that the reputational difference alone should not be treated as decisive. Conversely, where two candidate seats share a similar jurisprudential reputation but differ markedly in institutional infrastructure or demonstrated judicial predictability, the analysis suggests that this latter difference deserves considerably more weight in the seat-selection decision than the arbitration literature's traditional focus on the England-versus-France debate might suggest. Due diligence on a prospective seat should accordingly extend beyond identifying whether the seat leans territorial or delocalised, to a more granular assessment of its Model Law status, the strength and independence of its courts, and the availabil-

ity of institutional arbitration infrastructure precisely the factors this article's simulation identifies as carrying independent predictive weight.

Limitations

Two categories of limitation qualify this article's conclusions, and the second deserves particular emphasis given the mixed doctrinal-quantitative method this article has adopted. The doctrinal analysis in Parts 2 through 6 is necessarily selective, focusing on five jurisdictional categories rather than the full range of active arbitral seats, and several cited developments the French 2025 reform proposal in particular remained proposals rather than enacted law as of this writing, a status that may have changed by the time this article is read. The quantitative analysis in Parts 7 and 8 carries a more fundamental limitation that this article has tried to flag at every stage rather than reserve for a single disclaimer: the dataset analysed is entirely simulated, constructed to encode the doctrinal literature's own hypothesised relationships rather than drawn from real case outcomes, court records, or institutional enforcement statistics, because no such consolidated dataset is publicly available for independent analysis. The correlation coefficients, regression coefficients, p-values, and R^2 statistics reported in Part 8 are accordingly properties of the simulation's own construction, not empirical findings about how real arbitral seats and real enforcement courts actually behave, and should not be cited, extracted, or relied upon as though they were. Their value is illustrative and methodological: they demonstrate how a genuine empirical test of the doctrinal literature's causal claims could be structured, and the specific pattern they produce annulment and legal certainty dominating, territorial-versus-delocalised orientation showing no independent effect is offered as a sharpened hypothesis for future researchers with access to real enforcement data to test, not as a conclusion this article has itself empirically established. A genuine future study, compiling actual reported enforcement decisions across multiple seats and enforcement jurisdictions, would be necessary to confirm or disconfirm the pattern this simulation illustrates.

Conclusion

The seat's position within the New York Convention's enforcement architecture remains unchanged in its formal centrality: it fixes the *lex arbitri*, establishes supervisory jurisdiction, and anchors the annulment mechanism. Comparative jurisprudence continues to reveal a genuine divide between territorial approaches, exemplified by England and the United States, and delocalised approaches, exemplified by France, with Germany and the emerging arbitral centres occupying an instructive middle ground. The 2025 legislative reforms in England and France demonstrate that this divide continues to shape national reform agendas rather than converging toward a single global standard, while blockchain-based decentralised arbitration platforms press the seat's territorial premise from an entirely new direction that the hybrid contractual-seat approach discussed in Part 6 appears best positioned to accommodate.

This article's quantitative complement, illustrative and explicitly hypothetical as it is, has sought to demonstrate a specific analytical value that doctrinal analysis alone does not always supply: a disciplined way of asking which of several plausible causal claims about the seat and enforcement outcomes are logically independent of one another. The simulation's central pattern that annulment status and a seat's surrounding legal-certainty and institutional infrastructure predict enforcement outcomes robustly, while a seat's abstract territorial-or-delocalised philosophical

orientation does not, once those other factors are controlled for is offered as a hypothesis sharpened by, but not established by, this exercise, one a future empirical study with access to genuine enforcement data could and should test directly. Reconstruction of the seat, on this account, is a matter of adjustment rather than abandonment: preserving the seat's core functions, acknowledging judicial divergence within principled limits, promoting harmonisation through soft law and institutional practice, and adapting deliberately to technological change. The future of the arbitral seat lies in this kind of balance between territorial integrity and the transnational realities of modern commerce a balance the New York Convention's own permissive drafting, in Article V's discretionary language and Article VII's more-favourable-right provision, was designed from the outset to accommodate.

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