



Only a valid final award can exhaust the jurisdiction of the arbitration tribunal to re-open the dispute

by *Sarosh R. Zaiwalla*

Introduction

This report comments on the decision of the English Court of Appeal in *Hussmann (Europe) Limited v. Ahmed (2003)*.

The appellant Hussmann (Hussmann Craig-Nicol Limited) entered into a ‘sales and service’ contract with Mr. Ahmed, a Saudi businessman who traded under “..... Development and Trade Establishment” (hereinafter the Company), to make *the Establishment* sole distributor of Hussmann’s refrigerated display cases and cabinets in Saudi Arabia. Under *Clause 13* of the contract, Hussmann reserved the right to sell its products directly to supermarkets, subject to a commission in Mr. Ahmed’s favour. The contract provided for Saudi Arabian law as the governing law and all disputes were to be settled in accordance with the arbitration rules of the Euro-Arab Chamber of Commerce. The present dispute has arisen due to notice of termination by Hussmann on April 23, 1996 and invocation of arbitration by him under the contract.

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