

**Warsaw Regional Court ruling  
dated 6/17 February 1926  
Case No. I C N 2991/25**

**Summary by arbitraz.laszczuk.pl:**

An individual, Norbert H., and a department store, E., had entered into an agreement in 1925 under which E. licensed to H. the exclusive rights to screen an American film, *The Kid*, in Warsaw, but E. allegedly also showed *The Kid* in a competing cinema, causing H. lost profits.

The agreement included an arbitration clause under which in the event of a dispute the parties would appear before a notary to establish the terms for arbitration and appoint the arbitrators. E. failed to appear in response to the summons by H., so H. filed a petition with the Warsaw Regional Court, naming E. as respondent, requesting the court to specify the terms for arbitration between the parties and appoint the arbitrators and a super-arbitrator.

The court issued an order appointing two arbitrators and one super-arbitrator and framing the issue to be submitted to the arbitration panel for decision.

**Excerpt from the text of the court's ruling:**

**The defendant's objection to appointment of a super-arbitrator is not justified by Civil Procedure Law Art. 1370<sup>1</sup>, which clearly vests this right with the court, and the arbitrators' mutual selection of the super-arbitrator is not provided for in the statute.**