

**Polish Supreme Court judgment
dated 21 December 2004
(Case No. I CK 405/04)**

Summary by arbitraz.laszczuk.pl:

In 2001, I. Polska sp. z o.o. obtained an arbitration award of over PLN 400,000 against the Polish Scouting Association for refund of advances for the purchase of advertising time on a radio station operated by the association, under a 1994 agreement on sale of air time.

In 2003 the regional court denied the scouts' petition to set aside the award. In 2004 the appellate court denied the appeal, holding that the award did not violate public policy. The petitioner argued that the arbitration clause was invalid because it was signed by the holder of only a general power of attorney, but the court rejected this allegation because it was asserted too late (over 11 months after service of the award).

The Supreme Court denied the cassation appeal as unwarranted.

Excerpt from the text of the court's ruling:

In a case seeking to set aside an arbitration award, the court will consider on its own motion only one of the grounds for the petition, namely that provided by Civil Procedure Code Art. 712 §1(4), i.e. whether the arbitration award violates the legal order or principles of social coexistence. This means that all other grounds for the petition, including that there was no arbitration clause or the clause was invalid or expired (Civil Procedure Code Art. 712 §1(1)), will be considered by the court only if asserted in the petition (the petition was based on such grounds).