

**Polish Supreme Court ruling
dated 6 May 1936
Case No. C I 1914/35**

Summary by arbitraz.laszczuk.pl:

The administrator of a decedent's estate brought an action against the beneficiaries of the estate to set aside an arbitration award concerning settlements between the beneficiaries and the accounting between the estate and the administrator.

The lower court denied the administrator's petition, and the Lublin Appellate Court denied the appeal.

On cassation appeal, the Supreme Court rejected the administrator's claim that the appellate court had improperly considered only the issues raised in the petition to set aside the award. The courts were limited to consideration of the grounds raised in the petition to set aside the award, and could not consider grounds for setting aside the award raised for the first time at the hearing before the lower court or the appellate court. The arbitration court was not required to maintain minutes of the proceedings, as the administrator had argued. The administrator's objections concerning the method of recalculating amounts from prior to issuance of currency stabilization and revaluation regulations in 1927 were beyond the court's review because they went to the merits of the determination by the arbitration court.

Excerpts from the text of the court's ruling:

1. Under the Civil Procedure Code, a proceeding to set aside an arbitration award is a *sui generis* proceeding, but, as it appears from Art. 503, it is similar to a cassation proceeding, because of the strict enumeration in this article of the grounds for setting aside an award, and then by the procedure in the courts of first and second instance, when the courts are authorized only to determine whether the arbitration award contains violations provided for in Art. 503. Thus amending and expanding the grounds for the petition cannot be permitted, and only the allegations raised in the petition may be considered.

2. An arbitration award should be justified in accordance with Civil Procedure Code Art. 498(5), but it does not follow from this provision that the justification must be issued at the same time as the operative wording of the award. ... In accordance with the final paragraph of Civil Procedure Code Art. 499 §2, an award signed by a majority of the arbitrators has the same force as one signed by all of the arbitrators.

3. In Civil Procedure Code Art. 503 the Parliament provided that an arbitration award may be set aside only in exceptional circumstances, and these provisions are not subject to an expansive interpretation. Thus the state court is not authorized to enter into consideration of allegations concerning violation of provisions of substantive law or general provisions of procedural law applicable in a judicial proceeding, nor does it have a right to enter into a determination of the fairness of the award or the correctness of the factual findings or grounds on which the award was based.