

The language of Geneva arbitration

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International arbitration is the field in which the question of language arises with the greatest freedom for the financial centre. The parties choose the language of the proceedings; failing agreement, the arbitral tribunal determines it, taking into account the language of the contract and of the parties.¹ For more than a century Geneva has hosted arbitrations in French, in English and occasionally in other languages. Its arbitrators, its counsel and the secretariats of its arbitral institutions work fluently in both principal languages. While commodity trading disputes are most often pleaded in English, disputes involving states or companies from French-speaking Africa, the Maghreb or French-speaking Europe are frequently pleaded in French, with exhibits in English.

This duality gives Geneva an advantage over the English-speaking seats of arbitration. A company from Côte d'Ivoire or Morocco that must choose a seat of arbitration with a European partner finds in Geneva leading French-speaking arbitrators, a body of Federal Supreme Court case law on the setting aside of awards accessible in French, and the possibility of conducting the proceedings in its own language. Paris offers the same within a different legal environment, whereas London and Singapore do not offer it at all. Part F described Geneva's role in dispute resolution, a role whose durability owes much to language.

Worked example. A construction contract between a Senegalese company and a Swiss group provides for arbitration in Geneva. The parties have not fixed the language of the proceedings: the contract is in French, the correspondence mixes French and English, and the technical documents are in English. The arbitral tribunal adopts French as the language of the proceedings, admits the English-language exhibits without translation and allows the witnesses to testify in Wolof with interpretation. A full translation of the exhibits into English would have cost around CHF 150,000 and delayed the proceedings by three months.

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The solution adopted limits translation costs to a few thousand francs for the essential documents. A language clause in the contract would have avoided any debate.

1 Notes

1. Swiss Rules of International Arbitration 2021, in force since 1 June 2021, Art. 18: “Subject to an agreement of the parties, the arbitral tribunal shall, promptly after its constitution, determine the language or languages to be used in the proceedings” (text published by Aceris Law). ↩

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