

Mgr Michał Rządkowski

SUMMARY OF THE DOCTORAL DISSERTATION

Subject: The personal scope (*ratione personae*) of the arbitration agreement.

The dissertation concerns a problem of a personal scope (*ratione personae*) of an arbitration agreement and the problem of an extension of such an agreement towards non-signatories – that means entities which have not signed the agreement, but due to some extraordinary circumstances they should be bound by it. The concept has been widely examined by international arbitration practitioners. Therefore, the thesis shall include an in-depth discussion regarding the aforesaid subject from a comparative perspective.

First chapter of the study has been devoted to general remarks on arbitration as a method of dispute settlement and its legal nature. The author explains some overall issues regarding arbitration agreement and its legal character as well as problems of formal requirements or governing law regarding arbitration clauses. In second chapter, the author describes and categorizes grounds for the extension of the arbitration agreement in comparative perspective taking into account opinions formulated by international practitioners, court decisions and arbitral awards. The study analyzes as follows: universal legal succession, assignment, assumption of a debt, transfer of the contract, agency, estoppel, implied consent, third party beneficiary, incorporation by reference, corporate disputes, doctrine of veil piercing. Also controversial group of companies doctrine shall be examined. The author also presents and explains concepts of consent that have been recently invoked and proposed by commentators. The thesis also concerns procedural issues of the joinder as a consequence of the aforementioned matters.

Furthermore, the author conducts an analysis of the grounds for the extension of arbitration agreement towards non-signatories under current Polish statutory measures and tries to compare them to those existing in international dimension or abroad. In-depth research shall encompass following situations: universal legal succession, assignment, assumption of a debt, third party beneficiary, corporate disputes, joint and several liability (including surety), implied authority, abuse of rights, abuse of legal personality and estoppel. The author also examines possibility of applying to Polish legal system the group of companies doctrine by proper

interpretation of contractual provisions in compliance with Polish statutory standards set forth in Article 65 of the Polish Civil Code.

The last part of the study focuses on procedural issues and methods of how courts and arbitral tribunals may examine the personal scope of arbitration agreements in Poland.

keywords: arbitration agreement; arbitration clause; arbitration; litigation; non-signatories;