

**Alert | International Arbitration & Litigation/
Equine Industry Group**



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Why the Equine Market Should Know About and Embrace International Arbitration

Anyone in the business of buying and selling horses across borders or oceans should consider using arbitration clauses in their commercial contracts. Likewise, anyone developing or investing in large-scale equine operations or facilities out-of-country should also consider using arbitration in lieu of litigation, particularly in countries that may not have robust judicial systems or where there is concern over governmental interference with the project.

This GT Alert focuses on international commercial arbitration and why those in the equine industry should consider and embrace it, particularly with respect to disputes arising from contracts with a foreign party or involving multiple parties from different jurisdictions. Simply put, international arbitration can help equine industry stakeholders avoid the nuances and pitfalls of a foreign judicial system and the implications they may have for case resolution.

While there are many advantages of international arbitration, the two most important reasons to choose it are that it ensures (1) a single, neutral forum to resolve an international dispute, as opposed to two or more judicial systems that could claim jurisdiction over a dispute, and (2) an award that is enforceable in nearly every country in the world, as opposed to court judgements, which typically can be difficult to enforce outside the jurisdiction of the overseeing court.

Further, arbitration is simply more efficient, cost-effective, and predictable than litigating in the courts of a foreign country. Thus, arbitration may result in more beneficial outcomes than litigation. Key features of international commercial arbitration include:

- **Predictability:** An agreed-upon, single, neutral forum, with the substantive law, arbitral rules, and language for the proceeding decided in advance of any dispute. In addition, the class of damages available can be pre-determined.
- **Cost and Efficiency:** Arbitration generally takes less time and potentially less money than litigating in court, in part because discovery is more limited as a matter of rule and practice. Additionally, arbitration can better accommodate virtual hearings and/or document-only proceedings.
- **Ample Opportunity to Present One's Case:** Some foreign jurisdictions, like many civil law jurisdictions, have significant limitations on a party's ability to present its case and to test its adversary's case. Arbitration provides ample opportunity for each party to present its case, including the ability to cross-examine witnesses. Additionally, parties can seek preliminary injunctive and interim relief as well as emergency measures from the arbitral institution (or courts) should that be required to, e.g., preserve the status quo or prevent spoliation of evidence.
- **Confidentiality:** Parties can agree to maintain the confidentiality of the proceedings and the award.
- **Choice of Decision-Makers:** Parties have input on the selection of the decision-maker(s), and often can choose arbitrators with technical backgrounds and/or industry-specific expertise (potentially avoiding the added costs of having to retain an expert). Additionally, the parties can choose the number of arbitrators in advance (usually one or three).
- **Enforceability:** Arbitral awards are easier to enforce in other jurisdictions/foreign countries as compared to court judgments, because of the New York Convention (to which more than 150 countries are a party).
- **Preservation of the Business Relationship:** It is generally thought that arbitration – more than litigation – is less disruptive and destructive to a parties' business relationship.

Greenberg Traurig's (GT) arbitration team has a wealth of experience crafting these types of dispute-resolution clauses in commercial contracts, and we deliver start-to-end advice on the full range of commercial and governmental disputes worldwide. Our team – located in various GT offices across the globe – assists clients at every stage of the arbitration process, from drafting arbitration clauses, to avoiding or resolving a dispute through negotiation, to vigorously pursuing our clients' claims before arbitral tribunals. Moreover, we also litigate issues in domestic courts in support of arbitration, including applying for preliminary injunctions, seeking disclosures of evidence, and applying to challenge or enforce arbitration awards worldwide.

GT's [International Arbitration & Litigation Practice](#) routinely handles the most critical disputes faced by companies, individuals and sovereigns alike, and we are heavily invested in serving the equine community and partnering with GT's [Equine Industry Group](#). Equine Law is an industry niche in a multifaceted practice of law that has its own language, customs, and norms. GT's attorneys "speak the language" of the equine world and have an in-depth knowledge of the industry. Our attorneys utilize this knowledge, their industry relationships, and understanding of the legal issues facing the equine world to help the firm's clients thrive in a wide range of equine-related matters.

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