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HARMONIZATION OF THE ARBITRATION LEGISLATION OF THE REPUBLIC OF KAZAKHSTAN WITH THE UNCITRAL MODEL LAW: GENESIS, EVOLUTION AND PROSPECTS

Abstract

The article is devoted to the analysis of the process of harmonization of the arbitration legislation of the Republic of Kazakhstan with the UNCITRAL Model Law on International Commercial Arbitration. It examines the evolution of legal regulation from the dualistic model of 2004 (separate laws on arbitral tribunals and international commercial arbitration) to the unified Law "On Arbitration" of 2016. The authors analyze the key stages of implementation of the UNCITRAL Model Law provisions, including the amendments of 2010, 2017, 2019, and 2022 aimed at eliminating identified inconsistencies. Particular attention is paid to the problem of excessive borrowing from civil procedural legislation, which has led to the "judicialization" of arbitral proceedings. The article identifies systemic shortcomings of the current Law, including terminological uncertainty, deficiencies in the mechanism of notification of parties, the presence of institutions alien to arbitration (revision based on newly discovered circumstances, mandatory record-keeping of hearings), and an unjustifiably expanded list of grounds for setting aside arbitral awards. Specific proposals for further improvement of the legislation are formulated. Their implementation is expected to enhance Kazakhstan's investment attractiveness and strengthen its status as an arbitration-friendly jurisdiction for international commercial arbitration.

Keywords: harmonization, UNCITRAL Model Law, arbitration, legislation, Kazakhstan, reform.

Introduction

The institution of arbitration as an alternative jurisdictional mechanism for resolving private law disputes has been operating within the legal system of the Republic of Kazakhstan for

just over three decades. During this relatively short historical period, it has undergone several qualitatively distinct stages of institutional development and normative evolution, demonstrating both phases of liberalization and periods of tightened regulatory approaches. This dynamic

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reflects a complex process of seeking an optimal balance between party autonomy and public-law control exercised by the state, as well as between alignment with international standards and the preservation of national specificity in legal practice.

A significant milestone in this process occurred on 28 December 2004, when the first comprehensive package of normative legal acts was adopted, laying the foundation for modern arbitral proceedings in Kazakhstan: the Law of the Republic of Kazakhstan "On Arbitral Tribunals" (hereinafter – the Law on Arbitral Tribunals), the Law of the Republic of Kazakhstan "On International Commercial Arbitration" (hereinafter – the Law on International Commercial Arbitration), as well as related amendments and additions to the Civil Procedure Code of the Republic of Kazakhstan (hereinafter – the CPC). The adoption of this legislative package played a pivotal role in the revival and legitimization of non-state dispute resolution mechanisms, establishing the legal framework for both ad hoc arbitration and permanent arbitral institutions, including the Kazakhstan International Arbitration (KIA).

An analysis of the legislative experience of the CIS member states demonstrates the emergence of a specific regional approach: unlike the unified model embodied in the UNCITRAL Model Law on International Commercial Arbitration (hereinafter – the UNCITRAL Model Law), legislators in these countries opted for a dualistic regulatory framework by adopting separate laws governing domestic arbitral proceedings and international commercial arbitration. The Republic of Kazakhstan was no exception to this trend. The conceptual rationale for preparing two independent legislative acts was rooted in the intention of the national legislator to preserve a differentiated approach to the degree of autonomy and the level of judicial control depending on the nature of the dispute. With respect to domestic arbitral tribunals, it was envisaged that certain limitations on jurisdiction would be maintained, along with the possibility of appealing their decisions on the merits in cases where such decisions contradicted the principle of legality. By contrast, in the sphere of international commercial arbitration, the initial policy direction was toward harmonization with generally recognized international standards.

This bifurcation of legal regulation generated a number of theoretical and practical questions concerning the delimitation of jurisdiction, applicable law, and the legal nature of these institutions, thereby predetermining the need for subsequent analysis of the extent to which national legislation complied with the core provisions of the UNCITRAL Model Law. The present study aims to identify the principal stages, challenges,

and prospects of this harmonization process, as well as to analyze the drawbacks resulting from the mechanical transplantation of civil procedural norms into the Law of the Republic of Kazakhstan "On Arbitration" of 2016.

Materials and Methods

The empirical foundation of this study consists of the legislative acts of the Republic of Kazakhstan regulating arbitral proceedings during the period from 2004 to 2024. The principal documents examined include the Law of the Republic of Kazakhstan of 28 December 2004 "On Arbitral Tribunals" (as amended)¹ the Law of the Republic of Kazakhstan of 28 December 2004 "On International Commercial Arbitration" (as amended)² and the Law of the Republic of Kazakhstan No. 488-V ZRK of 8 April 2016 "On Arbitration" (as amended by the Laws of 27 February 2017, 21 January 2019, and 5 November 2022)³. The study also relies on the Civil Procedure Code of the Republic of Kazakhstan of 31 October 2015⁴ and related legislative acts introducing amendments to arbitration legislation.

As a benchmark international standard for comparative legal analysis, the UNCITRAL Model Law on International Commercial Arbitration (adopted by the United Nations Commission on International Trade Law on 21 June 1985, as amended on 7 July 2006)⁵ was employed. In addition, due consideration was given to the provisions of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards⁶ and the 1961 European Convention on International Commercial Arbitration⁷.

¹ Закон Республики Казахстан от 28 декабря 2004 года № 22. Утратил силу Законом Республики Казахстан от 8 апреля 2016 года № 488-V "О третейских судах" (Утративший силу). URL: <https://adilet.zan.kz/rus/docs/Z040000022> (дата обращения: 09.04.2025).

² Закон Республики Казахстан от 28 декабря 2004 года № 23. Утратил силу Законом Республики Казахстан от 8 апреля 2016 года № 488-V ЗРК "О международном арбитраже". (Утративший силу). URL: <https://adilet.zan.kz/rus/docs/Z040000023> (дата обращения: 09.04.2025).

³ Закон Республики Казахстан от 8 апреля 2016 года № 488-V ЗРК "Об арбитраже". URL: <https://adilet.zan.kz/rus/docs/Z1600000488> (дата обращения: 09.04.2025).

⁴ Кодекс Республики Казахстан от 31 октября 2015 года № 377-V ЗРК "Гражданский процессуальный кодекс Республики Казахстан". URL: <https://adilet.zan.kz/rus/docs/K1500000377> (дата обращения: 09.04.2025).

⁵ Типовой закон ЮНСИТРАЛ о международном торговом арбитраже (1985 год) с изменениями, принятыми в 2006 году. URL: https://uncitral.un.org/ru/texts/arbitration/modellaw/commercial_arbitration (дата обращения: 09.04.2025).

⁶ Нью-Йоркской конвенции о признании и приведении в исполнение иностранных арбитражных решений 1958 года. URL: <https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/ru/new-york-convention-r.pdf> (дата обращения: 11.04.2025).

⁷ Европейская конвенция о внешнеторговом арбитраже. (Женева, 21 апреля 1961 г.). URL: https://prg.kg/document/?doc_id=1007770 (дата обращения: 11.04.2025).

The research objectives were achieved through the application of a combination of general scientific and special legal methods. The formal-dogmatic method was employed to analyze the textual content of legal provisions and to identify their logical interconnections. The comparative legal method made it possible to juxtapose the provisions of Kazakhstani legislation with those of the UNCITRAL Model Law, as well as to trace legislative evolution by comparing the 2004 and 2016 statutory frameworks. The historical-legal method was used to reconstruct the stages of development of arbitration legislation and to identify causal relationships between amendments to the normative framework and law enforcement practice. The method of systemic analysis was applied to assess the coherence of specific institutions of arbitration law with the broader system of civil procedural law and the international obligations of the Republic of Kazakhstan. The empirical basis of the research was further supplemented by materials from the practice of the Kazakhstan International Arbitration, illustrating practical challenges in the implementation of legislative provisions.

Results and Discussion

An analysis of all amendments and supplements to the Law on International Arbitration demonstrates that the changes introduced by the Law of the Republic of Kazakhstan of 5 February 2010 No. 249-IV ZRK were specifically aimed at aligning the Law with the key provisions of the UNCITRAL Model Law on International Commercial Arbitration. Among the most significant amendments introduced by these revisions are the following. The Law on International Arbitration was supplemented by Article 4-1, entitled "Waiver of the Right to Object," which provides: "A party who knows that any provision of this Law or any requirement of the arbitration agreement has not been complied with and nevertheless proceeds with the arbitration without stating its objection to such non-compliance within the time limit provided by the rules of a permanent arbitral institution for that purpose shall be deemed to have waived its right to object"¹.

This provision is based on Article 4 of the UNCITRAL Model Law and is of considerable practical importance, particularly in the context of judicial review of applications for the setting aside of arbitral awards.

The conduct of a party that is regarded as constituting a waiver of further objections to procedural irregularities committed in the course of the

proceedings produces legal effects not only within the arbitral process itself but also in subsequent proceedings before state courts, including those concerning the setting aside, recognition, or enforcement of an arbitral award rendered as a result of the arbitration. In other words, in such circumstances, a party is precluded from invoking alleged procedural violations of the arbitral process to substantiate its position either in the continuation of the arbitral proceedings or in subsequent court proceedings.

Chapter 1 of the Law on International Arbitration was also supplemented by Article 6-1, entitled "Arbitration Agreement and Submission of a Claim on the Merits to a Competent Court," which provides: "A competent court before which an action is brought in a matter which is the subject of an arbitration agreement shall, if a party so requests not later than the submission of its first statement on the substance of the dispute, refer the parties to arbitration unless it finds that the arbitration agreement is null and void, inoperative, or incapable of being performed. Notwithstanding the submission of an action referred to in paragraph 1 of this Article, arbitral proceedings may be commenced or continued, and an arbitral award may be rendered, while the issue of the court's jurisdiction over the dispute is pending before the competent court"².

The provisions of this article were likewise based on Article 8 of the UNCITRAL Model Law on International Commercial Arbitration and were intended to address issues arising from so-called pathological arbitration agreements.

Following the approach embodied in Article 9 of the UNCITRAL Model Law (arbitration agreement and interim measures), Chapter 4 of the Law on International Arbitration was supplemented by Article 15-1, entitled "Powers of the Arbitral Tribunal to Order Interim Measures," which provided as follows: "Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, order any party to take such interim measures in respect of the subject matter of the dispute as it considers necessary, by issuing an order. An application for interim measures related to arbitral proceedings shall be submitted by a party to the competent court at the place where the arbitration is conducted or at the location of the property in respect of which interim measures may be granted."

On 31 October 2015, a new Civil Procedure Code of the Republic of Kazakhstan (CPC) was adopted. Subsequently, on 8 April 2016, Law No. 488-V ZRK of the Republic of Kazakhstan "On Arbitration" (hereinafter – the Law on Arbitration)

¹ Закон Республики Казахстан от 28 декабря 2004 года N 23. Утратил силу Законом Республики Казахстан от 8 апреля 2016 года № 488-V ЗРК "О международном арбитраже". (Утративший силу). URL: <https://adilet.zan.kz/rus/docs/Z040000023> (дата обращения: 09.04.2025).

² Закон Республики Казахстан от 28 декабря 2004 года N 23. Утратил силу Законом Республики Казахстан от 8 апреля 2016 года № 488-V ЗРК "О международном арбитраже". (Утративший силу). URL: <https://adilet.zan.kz/rus/docs/Z040000023> (дата обращения: 09.04.2025).

was enacted, consolidating the two previously existing laws.

Pursuant to Article 1 of the Law on Arbitration, it applies to disputes arising from civil law relations involving natural persons and/or legal entities, regardless of the parties' place of residence or location, whether within or outside the country, provided that such disputes are subject to resolution by arbitration, unless otherwise stipulated by legislative acts of the Republic of Kazakhstan. Thus, the previous division of Kazakhstani arbitration into domestic arbitral tribunals and international commercial arbitration was abolished.

Despite its manifestly progressive provisions, the 2016 Law on Arbitration contained a considerable number of not only controversial but also erroneous and, in certain respects, even potentially detrimental norms, as it introduced amendments inconsistent with the fundamental nature of arbitration. Numerous provisions were mechanically transplanted from the CPC, resulting in an unjustified "judicialization" of arbitral proceedings.

As a consequence, during the first eight years of its operation, the Law on Arbitration was amended and supplemented on three occasions:

- by the Law of the Republic of Kazakhstan of 27 February 2017 No. 49-VI "On Amendments and Additions to Certain Legislative Acts of the Republic of Kazakhstan Concerning the Improvement of Civil and Banking Legislation and the Enhancement of Conditions for Entrepreneurial Activity" (which repealed the provision permitting unilateral withdrawal from an arbitration agreement)¹;

- by the Law of the Republic of Kazakhstan dated 21 January 2019 No. 217-VI "On Amendments and Additions to Certain Legislative Acts of the Republic of Kazakhstan Concerning the Strengthening of Property Rights Protection, Arbitration, Optimization of Judicial Workload, and Further Humanization of Criminal Legislation" ("the 2019 Amendments")²;

- by the Law of the Republic of Kazakhstan dated 5 November 2022 No. 157-VII "On Amendments and Additions to Certain Legislative Acts of the Republic of Kazakhstan for the Implementation of the Message of the Head of State of 16

March 2022" (which amended subparagraph 3 of paragraph 1 of Article 51 of the Law on Arbitration, replacing the word "Council" with "Court" in connection with the establishment of the Constitutional Court)³.

The Institute of Private Law actively participated in the development of these legislative acts. It should be noted that the primary objective of almost all amendments and additions made to the Law on Arbitration was to align its provisions with the UNCITRAL Model Law on International Commercial Arbitration. For example, the Law of the Republic of Kazakhstan dated 21 January 2019 No. 217-VI introduced the following amendments and additions to the Law on Arbitration:

Article 10 of the Law on Arbitration was brought into full conformity with Article 8 of the UNCITRAL Model Law on International Commercial Arbitration by the addition of the following paragraph: "Notwithstanding the filing of a claim as indicated in the first part of this Article, arbitration proceedings may be commenced or continued, and an arbitral award may be rendered while the question of the tribunal's jurisdiction over the dispute is under consideration by the court".

The second part of this Article establishes the possibility of initiating or continuing arbitration independently of any parallel proceedings in a state court. This provision was introduced to prevent potential abuse in state courts by a bad-faith party, as otherwise there would be the possibility of paralyzing the arbitration process by initiating concurrent proceedings in a national court, thereby violating the arbitration agreement.

Paragraph 2 of Article 44 of the Law on Arbitration, concerning the determination of the applicable law by the arbitral tribunal in the absence of an agreement between the parties, was also brought into alignment with subparagraph 2) of Article 28 of the UNCITRAL Model Law on International Commercial Arbitration and paragraph 1 of Article VII of the European Convention on International Commercial Arbitration. Prior to the amendments, in the absence of a party agreement on the applicable law, the tribunal was required to apply the law of the Republic of Kazakhstan, even if the dispute involved foreign parties. This provision is now fully aligned with the approach set forth in the UNCITRAL Model Law, according to which, "in the absence of any indication by the parties, the arbitral tribunal shall apply the law determined in accordance with the conflict-of-law rules which it considers applicable".

¹ Закон Республики Казахстан от 27 февраля 2017 года № 49-VI ЗРК "О внесении изменений и дополнений в некоторые законодательные акты Республики Казахстан по вопросам совершенствования гражданского, банковского законодательства и улучшения условий для предпринимательской деятельности" URL: <https://adilet.zan.kz/rus/docs/Z170000049/history> (дата обращения: 09.04.2025).

² Закон Республики Казахстан от 21 января 2019 года № 217-VI ЗРК. "О внесении изменений и дополнений в некоторые законодательные акты Республики Казахстан по вопросам усиления защиты права собственности, арбитража, оптимизации судебной нагрузки и дальнейшей гуманизации уголовного законодательства". URL: <https://adilet.zan.kz/rus/docs/Z1900000217> (дата обращения: 09.04.2025).

³ Закон Республики Казахстан от 5 ноября 2022 года № 157-VII ЗРК "О внесении изменений и дополнений в некоторые законодательные акты Республики Казахстан по вопросам реализации Послания Главы государства от 16 марта 2022 года". URL: <https://adilet.zan.kz/rus/docs/Z2200000157> (дата обращения: 09.04.2025).

The grounds for setting aside arbitral awards provided in Article 52 of the Law on Arbitration were also harmonized with Article 34 of the UNCITRAL Model Law. In particular, the wording of subparagraph 4) of paragraph 1 of Article 52 was amended, and subparagraph 6) of paragraph 1 of Article 52 was deleted.

Before the amendments, subparagraph 4) of paragraph 1 of Article 52 read as follows: "4) The composition of the arbitral tribunal or the arbitral proceedings did not comply with the agreement of the parties."

In this form, the provision did not comply with the UNCITRAL Model Law on International Commercial Arbitration, according to subparagraph iv) of paragraph a) of Article 34, which provides that an arbitral award may be set aside by a court if the party requesting the setting aside proves that "the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement is in conflict with a provision of this Law from which the parties cannot derogate, or, in the absence of such an agreement, was not in accordance with this Law".

In the absence of a party agreement, if the composition of the arbitral tribunal or the arbitral procedure did not comply with the mandatory provisions of the Law on Arbitration, it was practically impossible to set aside such an arbitral award, which was inconsistent with international practice.

Currently, subparagraph 4) of paragraph 1 of Article 52 of the Law on Arbitration reads as follows: "The composition of the arbitral tribunal or the arbitral procedure did not comply with the agreement of the parties, unless such an agreement is contrary to any provision of this Law from which the parties cannot derogate, or, in the absence of such an agreement, did not comply with this Law."

Prior to the amendments, according to subparagraph 6) of paragraph 1 of Article 52, a court could set aside an arbitral award if it "did not comply with the requirement of written form and signature provided for in Article 47 of this Law." The UNCITRAL Model Law on International Commercial Arbitration does not provide for such a ground for setting aside an award. This was an unfortunate legislative invention by the Kazakhstani legislator. It is entirely unclear how an arbitral award could fail to meet the written form requirement under Article 47 of the Law on Arbitration, since an oral arbitral award is impossible. Moreover, subparagraph 6) of paragraph 1 of Article 52 was not only inconsistent with the UNCITRAL Model Law but also conflicted with paragraph 3 of Article 53 of the Law on Arbitration, which provides for the possibility of correcting deficiencies in an arbitral award.

The grounds for refusing recognition and/or enforcement of arbitral awards under Article 57 of the Law on Arbitration were also brought into alignment with the UNCITRAL Model Law. For example, in subparagraph 1) of paragraph 1 of Article 57, the words "the laws of the Republic of Kazakhstan" were replaced with "the law of the country in which it was made." Prior to the amendments, the validity of an arbitration agreement (in the absence of a choice-of-law clause) was determined according to the laws of the Republic of Kazakhstan. This approach was consistent with widely recognized international practice regarding the validity of arbitration agreements for domestic awards. However, regarding the enforcement of foreign arbitral awards within Kazakhstan, this approach conflicted with the New York Convention, the European Convention on International Commercial Arbitration, and the UNCITRAL Model Law.

To achieve conformity with the UNCITRAL Model Law, paragraph 8 of subparagraph 1) of Article 57 was deleted. This paragraph allowed the court to refuse recognition and/or enforcement of an arbitral award regardless of the country in which it was rendered if the party against whom it was rendered could prove that "a final judgment has been rendered on the same dispute between the same parties, or a court or arbitral tribunal has issued a decision to terminate the proceedings due to the claimant's withdrawal of the claim." Such a ground does not exist in the UNCITRAL Model Law.

Paragraph 9 of subparagraph 1) of Article 57 of the Law on Arbitration was revised as follows: "The composition of the arbitral tribunal or the arbitral procedure did not comply with the agreement of the parties, or, in the absence of such an agreement, did not comply with the law of the country in which the arbitration took place".

Before the amendments, it was unclear which law was being referred to, since the prior wording stated: "The composition of the arbitral tribunal or the arbitral procedure did not comply with the requirements of the law." Such a vague formulation naturally raised the question: which law did the legislator mean – the Law of the Republic of Kazakhstan or the law of the country where the arbitration was conducted? This question was of significant practical importance for the recognition and enforcement of foreign arbitral awards.

For awards issued by Kazakhstani arbitral tribunals within Kazakhstan, the reference was to non-compliance with the requirements of Kazakhstani law. However, with respect to foreign arbitral awards, it was unclear which law applied. For instance, if an award is issued by the London Court of International Arbitration and is to be recognized and enforced in Kazakhstan, a bad-faith

party could exploit the ambiguity and argue that the composition of the tribunal or the procedure did not comply with Kazakhstani law, even though the award was rendered in the United Kingdom, where the Law on Arbitration of Kazakhstan does not apply. Consequently, this ground was brought into alignment with the UNCITRAL Model Law.

Recommendations for further improvement of the Law on Arbitration to ensure conformity with the UNCITRAL Model Law on International Commercial Arbitration:

Despite the extensive use of key provisions of the UNCITRAL Model Law in drafting the Law on Arbitration of the Republic of Kazakhstan and its subsequent amendments, the Law still does not fully conform to the Model Law. The issue is that the Kazakhstani Law on Arbitration contains an excessive number of provisions borrowed from the Civil Procedure Code (CPC) of Kazakhstan, which not only conflict with the nature of arbitration as an alternative dispute resolution mechanism but also hinder the practical application of the Law. The Ministry of Justice of Kazakhstan, the main developer of the Law on Arbitration, mechanically implemented various CPC provisions without accounting for the distinctive features of arbitration compared to state court proceedings.

In our article-by-article scientific and practical commentary on the Law on Arbitration, we analyzed and identified all provisions foreign to arbitration, proposing their removal from the Law in order to bring it as close as possible to the UNCITRAL Model Law on International Commercial Arbitration.

One of the primary objectives in drafting the Law on Arbitration was to create uniform rules for resolving disputes arising from civil-law relations involving natural and/or legal persons, regardless of the parties' place of residence or seat, both within and beyond the national territory. However, the Law on Arbitration was excessively "cluttered" with provisions borrowed from the Civil Procedure Code (CPC), whereas the objective of international commercial arbitration is to maximize independence from national law and establish a universal dispute resolution mechanism, irrespective of the country in which the arbitration is conducted. This ensures the subsequent enforceability of such arbitral awards in all States Parties to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, adopted in New York on 10 June 1958 (hereinafter – the New York Convention).

The UNCITRAL Model Law indeed has a recommendatory character. Nevertheless, most developed countries structure their domestic arbitration legislation based on the provisions of the Model Law. In its Resolution 40/72 of 11 December 1985, the United Nations General Assembly rec-

ommended that "all states give due consideration to the UNCITRAL Model Law on International Commercial Arbitration, in view of the desirability of uniformity in the law governing arbitration procedures and the specific needs of international commercial arbitration practice."

Aligning the Law on Arbitration with the widely recognized UNCITRAL Model Law on International Commercial Arbitration would allow the specific needs of international commercial arbitration to be addressed and establish an international standard with outcomes acceptable to parties from different countries and legal systems. Only under such conditions could Kazakhstan become an attractive venue for disputes involving foreign entities, as arbitration proceedings would be subject to fewer procedural obstacles.

Kazakhstan's inclusion among developed states is impossible without creating a favorable investment climate, including harmonizing the Law on Arbitration and certain provisions of the CPC with the UNCITRAL Model Law, the New York Convention, and the European Convention on International Commercial Arbitration, adopted in Geneva on 21 April 1961 (hereinafter – the European Convention).

Our principal recommendations for further aligning the Law of the Republic of Kazakhstan "On Arbitration" with the key provisions of the UNCITRAL Model Law on International Commercial Arbitration are as follows:

Harmonization of Legal Terminology with the UNCITRAL Model Law

Under the Law on Arbitration, the term "arbitration" refers to either an arbitration established specifically for the resolution of a particular dispute or a permanent arbitral institution (subparagraph 3, Article 2). In legal literature, permanent arbitrations are also called institutional or standing arbitrations, whereas arbitrations established for a specific dispute are referred to as *ad hoc*, meaning "for this particular case." However, this legal definition contains a significant flaw.

According to Article 2 of the UNCITRAL Model Law on International Commercial Arbitration, "arbitration" denotes the procedure itself, irrespective of whether it is administered by a permanent arbitral institution (subparagraph a), while an "arbitral tribunal" refers to either a sole arbitrator or a panel of arbitrators (subparagraph b). The Model Law also recognizes the category of a permanent arbitral institution, to which parties to an arbitration agreement may turn for assistance in administering the arbitration process, including constituting the tribunal to resolve a specific dispute.

In our view, the Law on Arbitration should employ terminology consistent with the UNCITRAL Model Law:

a) Arbitration – the procedure for resolving a dispute;

b) Arbitral tribunal – a panel of arbitrators (or a sole arbitrator) adjudicating a specific dispute;

c) Permanent arbitral institution (or body) – an intermediary facilitating the arbitration proceedings, performing functions related to the administration of the arbitral process.

In practice, difficulties frequently arise from the conflation of the term “arbitration.” For instance, in Chapter 4, “Conduct of Arbitration,” the Law stipulates that the arbitral tribunal independently decides on its jurisdiction over the dispute (paragraph 1, Article 20); determines whether to hold an oral hearing or conduct the proceedings solely on the basis of documents and other materials (paragraph 1, Article 26); and provides documents and other materials in the language of the arbitration (paragraph 4, Article 28), among other procedural provisions.

It is evident that these articles refer neither to a permanent arbitral institution nor to an ad hoc tribunal as defined in subparagraph 3 of Article 2 of the Law.

In practice at the Kazakhstan International Arbitration (KIA), issues frequently arise regarding the use of the term “arbitration.” For example, in one case, the Respondent, relying on subparagraph 4) of paragraph 1 of Article 27 of the Law, which provides that an arbitral tribunal returns a claim affecting third-party interests, demanded that the Chair of KIA issue an order to return the claim. The Respondent cited subparagraph 3) of Article 2. However, the Chair refused, as it was clear that in Article 27, “arbitration” refers not to a permanent arbitral institution but to the arbitral tribunal adjudicating the particular case. This problem also stems from the fact that Article 27 was essentially borrowed from the CPC without adaptation to arbitration proceedings.

Despite these clarifications, the problem persists and will continue to arise in arbitration practice. A concrete solution could be achieved by replacing the term “arbitration” in Chapter 4 with “arbitral tribunal” or “panel of arbitrators,” especially considering that the preceding Chapter 3 is entitled “Composition of the Arbitral Tribunal”.

Receipt of Written Communications by the Parties

According to subparagraph 1) of Article 30 of the Law on Arbitration, “Receipt of Written Communications by the Parties”:

“1) Unless otherwise agreed by the parties, any written communication shall be deemed to have been received if delivered to the addressee personally, at their permanent residence, or at their postal address, or, if such cannot be determined through reasonable inquiry, a written communication shall be deemed received if sent to the last known resi-

dence by registered mail with acknowledgment of receipt, by telephone message or telegram, by text message to a mobile subscriber number, by email, or by other means of communication that provide evidence of the communication”.

The phrase “with acknowledgment of receipt” should be replaced with “or by other means providing evidence of an attempted delivery, including” in order to bring this provision into alignment with Article 3 of the UNCITRAL Model Law on International Commercial Arbitration. The previous Law of the Republic of Kazakhstan of 28 December 2004, “On International Commercial Arbitration” (subparagraph 1, Article 24), fully corresponded to Article 3 of the UNCITRAL Model Law.

This provision is intended to enable the arbitration process to proceed when the location of a party cannot be determined for objective reasons. In such cases, under Article 3 of the UNCITRAL Model Law, it is sufficient to send a written communication to the last known residence by registered mail or by other means providing evidence of the delivery attempt.

Prior to the adoption of the Law on Arbitration, this rule functioned effectively. In cases involving a non-cooperative Respondent, the arbitral tribunal would send orders by registered mail and receive an official notice from the postal service indicating that a delivery attempt had been made to the last known address, including the reason for non-delivery. The tribunal could proceed with the case and issue an award even in the absence of the Respondent, as the notice was deemed received. This reflects widely accepted international practice.

Under the current Law on Arbitration, the phrase “*with acknowledgment of receipt*” undermines the mechanism established in Article 3 of the UNCITRAL Model Law and Article 24 of the previously effective Law on International Commercial Arbitration, which allows proceedings to continue without the participation of a party. Now, even when it is objectively impossible to locate the Respondent, documents must be sent by registered mail with acknowledgment of receipt. However, if the Respondent deliberately avoids receiving correspondence, no acknowledgment can be obtained. This creates a significant risk of subsequent annulment of the arbitral award.

In its current wording, subparagraph 1) of Article 30 permits a non-cooperative party, who intentionally conceals their location or evades receipt of correspondence, to subsequently file a motion to annul the arbitral award, citing non-notification, because the tribunal cannot obtain acknowledgment of receipt (which, under subparagraph 1) of Article 30, can be interpreted as the written communication not having been received by the party).

Rights of the Parties in Arbitration

This article (like Article 27 of the Law on Arbitration) has no counterpart in the arbitration laws of Austria, Georgia, Kyrgyzstan, Russia, Ukraine, Sweden, and many other countries whose national legislation is based on the UNCITRAL Model Law. Neither the Model Law nor national arbitration laws (or laws on arbitral tribunals) in these countries include a separate article dedicated to the rights of the parties, as all key rights are already detailed in specific provisions, making a separate listing redundant.

A separate article on the rights of the parties first appeared in the Law on International Commercial Arbitration (Article 25) and the Law on Arbitral Tribunals (Article 28) as a near-verbatim copy from the Civil Procedure Code (CPC) (in the 1999 CPC, it was Article 47; in the current CPC, it is paragraph 1 of Article 46).

Instead of removing this unnecessary article from the Law on Arbitration, the drafters duplicated Article 28 of the Law on Arbitral Tribunals and added subparagraph 10), granting the parties the right to settle the dispute by amicable agreement or mediation in accordance with the procedures provided by the Law.

All rights of participants in arbitration listed in Article 31 of the Law on Arbitration are already regulated elsewhere in the Law. For instance:

- The right to access case materials – Articles 23, 24, 26;
- The right to submit evidence – Article 33;
- The right to file motions and challenge arbitrators – Article 17;
- The right to question participants and provide oral and written statements – Article 32;
- The right to make arguments on procedural matters and object to motions or arguments of the other party – Articles 24, 40;
- The right to review hearing transcripts and submit written comments – Articles 36–38;
- The right to petition a court for enforcement of an arbitral award – Article 55;
- The right to move for annulment of the award in cases provided by the Law – Articles 52, 53;
- The right to settle the case by amicable agreement or mediation – Article 46.

However, rights specific to arbitration, which have no counterpart in civil litigation, are inexplicably absent from Article 31. For example, the rights to choose the arbitral tribunal, select arbitrators, determine the arbitration rules, language, and venue, among others.

In our view, this article could be removed from the Law on Arbitration.

Timeframes for Case Preparation, Consideration, and Resolution in Arbitration

Article 35 of the Law on Arbitration, “Timeframes for Case Preparation, Consideration, and

Resolution of Disputes”, is borrowed from the CPC and is irrelevant to arbitration, which has a distinct legal nature.

As is well known, arbitration differs from state courts not only in procedural rules but also in timelines. Specifically, arbitration should not be bound by the rigid timeframes of the CPC. Arbitration may resolve a dispute quickly, or it may take a longer period – the priority is to thoroughly examine the case and issue a correct award. Moreover, the question of timeframes (except for certain mandatory provisions explicitly stated in the Law on Arbitration) is generally governed by the procedural rules of permanent arbitral institutions.

Case Timelines in Arbitration

Moreover, the timeframes for handling cases involving foreign natural or legal persons may differ from those for domestic parties, as in cases involving foreign parties located outside Kazakhstan, deadlines may be extended – for instance, due to the “transit time” for postal delivery of documents, among other factors. Questions regarding deadlines should be determined by the arbitral tribunal or by agreement of the parties.

Regarding the challenge of an arbitrator who delays proceedings, such a challenge does not accelerate the resolution of the dispute; on the contrary, it prolongs it, as the process of appointing a new arbitrator and conducting the hearing with the new arbitrator must be repeated (Article 19 of the Law on Arbitration).

In practice, for complex cases, we are often compelled to issue repeated orders extending the arbitration period in order to comply with Article 35 of the Law on Arbitration. This article should be removed from the Law on Arbitration as it does not correspond to the nature of arbitration proceedings.

Arbitral Hearing Minutes

The Law on Arbitration includes a number of provisions absent from both the UNCITRAL Model Law on International Commercial Arbitration and the European Convention on International Commercial Arbitration. These are Articles 36, 37, and 38, which concern the minutes of arbitral hearings. In practice, applying these provisions creates several issues.

In state court proceedings, hearing minutes primarily serve as written evidence, as there is a presumption that judgments of lower courts may be appealed.

In arbitration, however, minutes are essentially unnecessary, because the arbitral award is final and not subject to review on the merits. Furthermore, whether or not minutes are maintained during arbitration has no procedural effect. Therefore, Articles 36, 37, and 38 should be removed from the Law on Arbitration.

Settlement Agreements and Mediation in Arbitration

Unlike paragraph 1 of Article 46 of the Law on Arbitration, similar provisions in the previously effective Laws on International Commercial Arbitration (paragraph 1 of Article 27) and on Arbitral Tribunals (paragraph 3 of Article 34) were closer to paragraph 1 of Article 30 of the UNCITRAL Model Law, which states:

"If, during the arbitration, the parties settle the dispute, the arbitral tribunal shall discontinue the proceedings and, upon the request of the parties and in the absence of any objection from the tribunal, record the settlement in the form of an arbitral award on agreed terms".

Paragraph 1 of Article 43 of the Law on Arbitration, in addition to settlement agreements, mentions mediation as a method of dispute resolution that parties may use during arbitration. However, in practice, parties typically resort to mediation before the commencement of arbitration, rather than during the arbitration itself. Only if mediation is impossible, or the parties fail to reach a mediated settlement, do they proceed to arbitration.

When drafting the Law on Arbitration, paragraph 1 of Article 46 was supplemented with a reference to mediation, following Article 179 of the CPC, which permits parties to refer disputes to a mediator prior to the court's withdrawal into the deliberation room in first-instance, appellate, and cassation courts. Paragraph 4 of Article 179 provides that mediation in the first instance court may be conducted by the same or a different judge. Paragraph 5 stipulates that mediation is carried out in accordance with the Law on Mediation, taking into account procedural features established by the CPC. Paragraph 5 of Article 27 of the Law on Mediation establishes that, upon court approval of a settlement agreement reached through mediation during civil proceedings, the plaintiff is refunded the state fee paid in accordance with the Tax Code.

According to paragraph 4 of Article 180 of the CPC, the enforcement of a settlement agreement approved by the court under mediation proceeds under the rules for enforcement of settlement agreements provided in Article 178 of the CPC, which states that a settlement agreement not voluntarily performed is subject to compulsory enforcement on the basis of an enforcement order issued by the court upon request of a party to the agreement.

Recourse to mediation during civil proceedings is meaningful for the parties, as it offers an alternative to litigation. Moreover, the ability to recover the state fee and the enforceability of mediated agreements provide strong incentives for the use of mediation.

Mediation in Arbitration

In arbitration, however, mediation is not particularly popular. In the practice of the Kazakhstan International Arbitration (KIA), there has not been a single instance in which the parties resorted to a mediator during arbitration, as there is no practical need for it, unlike in civil proceedings. This is due to several reasons:

- Arbitration itself is already an alternative dispute resolution mechanism, unlike state court proceedings;

- Mediation generally must be conducted by other arbitrators from the KIA roster, rather than by the arbitrators resolving the dispute, which can significantly prolong the arbitration process;

- Resorting to a mediator during arbitration, unlike mediation during civil proceedings, requires payment for the mediator's services in addition to arbitration costs. If the arbitrators subsequently approve a settlement reached through mediation as an arbitral award on agreed terms, the arbitration expenses, unlike the state fee, are not reimbursed to the parties.

Furthermore, the Law on Mediation does not provide a clear answer as to whether its scope applies to mediation conducted by permanent arbitral institutions. We consider that it does not.

According to paragraph 1 of Article 46 of the Law on Arbitration, dispute resolution through mediation during arbitration is not permitted in the following cases specified in Article 1 of the Law on Mediation:

- If the dispute affects or may affect the interests of third parties not participating in the mediation process (paragraph 2);

- Persons declared legally incapacitated or partially incapacitated by the court (paragraph 2);

- When one of the parties is a state body (paragraph 3).

The first two exceptions do not create any issues, since, according to paragraph 8 of Article 8 of the Law on Arbitration, arbitration does not have jurisdiction over disputes involving the interests of persons recognized as legally incapacitated or partially incapacitated in accordance with the law. Additionally, subparagraph 4) of paragraph 1 of Article 27 of the Law on Arbitration obliges the tribunal to return a claim if it affects the interests of third parties not covered by the arbitration agreement.

Regarding state bodies, they may, under certain conditions, participate in arbitration proceedings. However, due to the prohibition established in paragraph 3 of Article 1 of the Law on Mediation, a state body that is a party to arbitration cannot resolve the dispute through mediation during arbitration.

Therefore, mediation as a means of dispute resolution that parties may resort to during arbitration should be removed from Article 46 of the Law on Arbitration.

Review of Arbitral Awards on Newly Discovered Circumstances

According to paragraph 1 of Article 51 of the Law on Arbitration, an arbitral award may be reviewed at the request of one of the parties to the arbitration agreement or another person whose rights are affected, based on newly discovered circumstances provided for in this Article. This provision was borrowed from the Civil Procedure Code (CPC).

However, in international practice, review of arbitral awards is not allowed, as arbitral awards are final. There is no such institution in the UNCITRAL Model Law on International Commercial Arbitration either. Therefore, Article 51 should be removed from the Law on Arbitration.

Grounds for Setting Aside an Arbitral Award

According to subparagraph 1) of paragraph 1 of Article 52 of the Law on Arbitration, an arbitral award may be set aside by the court if the party requesting the annulment provides evidence that the dispute could not have been subject to arbitration. This part of the provision does not align with Article 34 of the UNCITRAL Model Law, where the analogous ground (dispute not capable of settlement by arbitration under the law of the country) is considered an optional ground that the court may apply at its discretion.

In Article 34, the ground of non-arbitrability is both a matter for the requesting party to prove and a discretionary ground for the court (subparagraph 2) of paragraph 2).

Such duplication of grounds was inherited from the previously effective Law on Arbitral Tribunals, which applied only to domestic disputes between residents of Kazakhstan and was less aligned with the UNCITRAL Model Law. Article 44 of that Law, dedicated to appealing arbitral tribunal decisions, did not divide the grounds for annulment into two categories, as is done in the Law on International Commercial Arbitration and in international practice.

Under paragraph 2 of Article 44 of the Law on Arbitral Tribunals, an arbitral award could be appealed only if the party or other affected person submitting the annulment request provided evidence that:

- The award was rendered in respect of a dispute not contemplated in the arbitration agreement, or outside its scope, or due to non-arbitrability (subparagraph 2);
- The dispute could not have been subject to arbitration (subparagraph 6).
- The Law of 5 February 2010 No. 249-IV, "On Amendments to Certain Legislative Acts of the Republic of Kazakhstan Regarding State Immunity, Improvement of Arbitral Tribunal Activities, and International Commercial Arbitration," eliminated subparagraph 6) of paragraph 2 of Article 44 as duplicative of subparagraph 2).

However, this error persists in subparagraph 1) of paragraph 1 of Article 52 of the Law on Arbitration. To align this provision with subparagraph a) of paragraph 2 of Article 34 of the UNCITRAL Model Law, we consider that non-arbitrability should be removed from the grounds that the party requesting annulment is required to prove.

Unjustified Expansion of Grounds for Setting Aside and Refusal to Recognize or Enforce an Arbitral Award

The Law on Arbitration unreasonably broadens the list of grounds for setting aside an arbitral award and for refusing to recognize and/or enforce it. According to subparagraph 5) of paragraph 1 of Article 52 of the Law on Arbitration, to set aside an arbitral award, the party requesting annulment must provide evidence that a final and binding decision has been rendered in respect of the dispute between the same parties, concerning the same subject matter and on the same grounds, or that a court or arbitral ruling has terminated proceedings due to the claimant's withdrawal of the claim.

A similar ground is included in paragraph 1 of Article 57 of the Law on Arbitration as one of the grounds for a court to refuse recognition and/or enforcement of an arbitral award. Moreover, the same ground is incorporated in subparagraph 10 of paragraph 1 of Article 255 of the Civil Procedure Code (CPC) as a basis for refusing the issuance of an enforcement order for awards rendered by Kazakhstani arbitral tribunals. By virtue of the direct reference in Article 504 CPC, this ground also applies to the refusal of enforcement orders for awards issued by foreign arbitral tribunals.

However, this expansion of grounds contradicts the UNCITRAL Model Law, Article IX of the European Convention, and the New York Convention. These grounds should therefore be eliminated both from the Law on Arbitration and from the CPC.

Petition to Set Aside an Arbitral Award

Paragraph 2 of Article 53 of the Law on Arbitration is inconsistent with subparagraph 3) of Article 34 of the UNCITRAL Model Law on International Commercial Arbitration, according to which a petition to set aside an award cannot be filed later than three months from the date the party requesting annulment received the award, or, if a request was made under Article 33, from the date the arbitral tribunal rendered its decision on that request.

Under paragraph 2 of Article 53 of the Law on Arbitration, a petition to set aside an arbitral award may not be submitted later than one month from the date of the award rendered in response to a request for review on newly discovered circumstances submitted under Article 51 of this Law.

In contrast, subparagraph 3) of Article 34 of the UNCITRAL Model Law provides that a petition to set aside an award cannot be filed later than

three months from the date the arbitral tribunal renders its decision on a request for correction, interpretation, or an additional award under Article 33 of the Model Law.

The purpose of this provision in the Model Law is to “freeze” the three-month limitation period for filing a petition to set aside the award while the tribunal considers a party’s request for correction, interpretation, or an additional award.

Considering that the institution of reviewing an arbitral award on newly discovered circumstances is fundamentally foreign to arbitration and was inappropriately borrowed by the Kazakh legislator from the CPC, this represents a legislative error. According to the logic of subparagraph 3) of Article 34 of the Model Law, paragraph 2 of Article 53 should refer not to Article 51, but to Article 50 of the Law on Arbitration.

It should be noted that paragraph 3 of Article 31 of the previously effective Law on International Commercial Arbitration fully complied with subparagraph 3) of Article 34 of the Model Law and referred to Article 30, “Correction and Interpretation of an Award; Additional Award,” of that Law.

Moreover, paragraph 1 of Article 464 CPC is inconsistent with paragraph 2 of Article 53 of the Law on Arbitration, as it does not specify the limitation period for filing a petition to set aside an award in the case of review based on newly discovered circumstances.

Conclusion

The analysis allows us to conclude that the development of Kazakhstan’s arbitration legislation over more than three decades has been inextricably linked to the implementation of the provisions of the UNCITRAL Model Law on International Commercial Arbitration. The evolution has progressed from the dualistic model of 2004, in which international arbitration initially conformed to international standards while domestic arbitration retained elements of public-law oversight, to the unified Law “On Arbitration” of 2016. While the unification of legislation represented a progressive step, it was accompanied by excessive mechanical borrowing from the Civil Procedure Code, resulting in the “judicialization” of arbitration – i.e., the imposition of rigid formal requirements uncharacteristic of arbitration, including mandatory proce-

dural deadlines, compulsory record-keeping, and the institution of review based on newly discovered circumstances.

Subsequent legislative amendments (2017–2022) were aimed at eliminating the most obvious inconsistencies, confirming a trajectory toward harmonization with the UNCITRAL Model Law. Nevertheless, the study identified several systemic problems that persist in the current Law. These include: terminological uncertainty regarding the concept of “arbitration”; the non-conformity of the party-notification mechanism (Article 30) with the standard of Article 3 of the Model Law; the presence of excessive procedural forms (Articles 31, 35–38); the inclusion of institutions conceptually alien to arbitration (mediation in Article 46, review on newly discovered circumstances in Article 51); as well as an unjustifiably expanded list of grounds for setting aside and refusing recognition of arbitral awards (Articles 52, 57) and the erroneous reference in paragraph 2 of Article 53.

To complete the process of harmonization, a comprehensive set of legislative measures is necessary. First, the terminology of the Law should be standardized in accordance with Article 2 of the Model Law, and Article 30 should be aligned with the “recording of delivery attempts” standard. Moreover, excessive and arbitration-alien institutions (Articles 31, 35–38, 51, as well as the reference to mediation in Article 46) should be eliminated, and the grounds for setting aside and refusing recognition of awards should be narrowed to those provided in the Model Law and the 1958 New York Convention. Finally, the erroneous reference in paragraph 2 of Article 53 should be corrected to Article 50, and paragraph 1 of Article 464 of the Civil Procedure Code should be harmonized accordingly.

Implementation of these measures would remove the existing procedural traps, enhance the predictability and efficiency of arbitration proceedings in Kazakhstan, and contribute to the creation of a favorable investment climate. This, in turn, would increase the country’s attractiveness as a neutral and arbitration-friendly jurisdiction for resolving international commercial disputes, fully aligning with the recommendations of the United Nations General Assembly and the long-term strategic interests of the Republic of Kazakhstan.

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ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ АРБИТРАЖДЫҚ ЗАҢНАМАСЫН ЮНСИТРАЛДЫҢ ҮЛГІЛІК ЗАҢЫМЕН ҮЙЛЕСТІРУ: ГЕНЕЗИСІ, ЭВОЛЮЦИЯСЫ ЖӘНЕ БОЛАШАҒЫ

Аңдатпа

Мақала Қазақстан Республикасының арбитраждық заңнамасын халықаралық коммерциялық арбитраж туралы ЮНСИТРАЛ-дың Үлгілік заңымен үйлестіру үдерісін талдауға арналған. Құқықтық реттеудің эволюциясы 2004 жылғы дуалистік модельден (төрелік соттар және халықаралық коммерциялық арбитраж туралы жеке заңдар) 2016 жылғы біріздендірілген «Арбитраж туралы» заңға дейінгі кезең аясында зерттелді. Авторлар ЮНСИТРАЛ Үлгілік заңы ережелерін енгізудің негізгі кезеңдерін, атап айтқанда 2010, 2017, 2019 және 2022 жылдардағы түзетулерді талдайды, олардың мақсаты анықталған сәйкессіздіктерді жою болған. Азаматтық іс жүргізу заңнамасы нормаларын шамадан тыс қабылдау мәселесіне ерекше назар аударылады, бұл арбитраж рәсімінің «юдициализациясына» алып келді. Мақалада қолданыстағы заңның жүйелі кемшіліктері айқындалды: терминологиялық айқынсыздық, тараптарды хабардар ету тетігінің жетілмегендігі, арбитражға тән емес институттардың болуы (жаңадан ашылған мән-жайлар бойынша қайта қарау, міндетті хаттама жүргізу), сондай-ақ шешімдердің күшін жою негіздерінің негізсіз кеңейтілген тізбесі. Заңнаманы одан әрі жетілдіру бойынша нақты ұсыныстар тұжырымдалып, олардың іске асырылуы Қазақстанның инвестициялық тартымдылығын арттыруға және халықаралық коммерциялық арбитраж үшін қолайлы юрисдикция ретіндегі мәртебесін нығайтуға ықпал ететіні негізделді.

Түйінді сөздер: үйлестіру, ЮНСИТРАЛ Үлгілік заңы, арбитраж, заңнама, Қазақстан, реформа.

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ГАРМОНИЗАЦИЯ АРБИТРАЖНОГО ЗАКОНОДАТЕЛЬСТВА РЕСПУБЛИКИ КАЗАХСТАН С ТИПОВЫМ ЗАКОНОМ ЮНСИТРАЛ: ГЕНЕЗИС, ЭВОЛЮЦИЯ И ПЕРСПЕКТИВЫ

Аннотация

Статья посвящена анализу процесса гармонизации арбитражного законодательства Республики Казахстан с Типовым законом ЮНСИТРАЛ о международном коммерческом арбитраже. Исследуется эволюция правового регулирования от дуалистической модели 2004 года (раздельные законы о третейских судах и международном коммерческом арбитраже) к унифицированному Закону «Об арбитраже» 2016 года. Авторы анализируют ключевые этапы имплементации положений Типового закона ЮНСИТРАЛ, включая поправки 2010, 2017, 2019 и 2022 годов, направленные на устранение выявленных несоответствий. Особое внимание уделяется проблеме избыточного заимствования норм гражданского процессуального законодательства, приведшего к «юдициализации» арбитражной процедуры. В статье выявлены системные недостатки действующего Закона: терминологическая неопределенность, дефектность механизма уведомления сторон, наличие чуждых арбитражу институтов (пересмотр по вновь открывшимся обстоятельствам, обязательное протоколирование), необоснованно расширенный перечень оснований для отмены решений. Сформулированы конкретные предложения по дальнейшему совершенствованию законодательства, реализация которых будет способствовать повышению инвестиционной привлекательности Казахстана и укреплению его статуса как дружественной юрисдикции для международного коммерческого арбитража.

Ключевые слова: гармонизация, Типовой закон ЮНСИТРАЛ, арбитраж, законодательство, Казахстан, реформа