



EUROPEAN COURT OF HUMAN RIGHTS
COUR EUROPÉENNE DES DROITS DE L'HOMME

SECOND SECTION

CASE OF JIITEE TYÖT OY v. FINLAND

(Application no. 2895/25)

JUDGMENT

Art 6 § 1 (civil) • Access to court • Voluntary commercial arbitration proceedings between two limited liability companies in which an arbitral award containing no reasoning was issued • Applicant company's waiver of its right to a reasoned decision established in a free, lawful and unequivocal manner with minimum guarantees commensurate with its importance

Prepared by the Registry. Does not bind the Court.

STRASBOURG

9 June 2026

This judgment will become final in the circumstances set out in Article 44 § 2 of the Convention. It may be subject to editorial revision.

In the case of Jiitee Työt Oy v. Finland,

The European Court of Human Rights (Second Section), sitting as a Chamber composed of:

Arnfinn Bårdsen, *President*,

Saadet Yüksel,

Jovan Ilievski,

Oddný Mjöll Arnardóttir,

Gediminas Sagatys,

Stéphane Pisani,

Juha Lavapuro, *judges*,

and Dorothee von Arnim, *Deputy Section Registrar*,

Having regard to:

the application (no. 2895/25) against the Republic of Finland lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by a Finnish limited liability company, Jiitee Työt Oy (“the applicant company”), on 22 January 2025;

the decision to give notice to the Finnish Government (“the Government”) of the application, which concerns the lack of any reasoning in an arbitral award;

the parties’ observations;

Having deliberated in private on 19 May 2026,

Delivers the following judgment, which was adopted on that date:

INTRODUCTION

1. The application concerns voluntary commercial arbitration proceedings between two limited liability companies in which an arbitral award containing no reasoning at all was issued.

THE FACTS

2. The applicant company has its registered office in Vantaa. It was represented by Mr K. Uoti, a lawyer practising in Helsinki.

3. The Government were represented by their Agent, Ms K. Oinonen, of the Ministry of Foreign Affairs.

4. The facts of the case may be summarised as follows.

I. BACKGROUND TO THE CASE

5. A total of six contracts for repair work to rail tunnels were signed between the applicant company and another limited liability company, M. In all those contracts, the applicant company and the M. company agreed that any disputes that could not be resolved between them concerning the validity,

interpretation and application of the contracts, any additional work and alterations and their costs, and the recovery of claims arising from the contracts were to be resolved through arbitration by the Arbitration Institute of the Finland Chamber of Commerce (*Keskuskauppakamarin välimieslautakunta*, *Centralhandelskammarens skiljedomsinstitut* – “the FAI”) in accordance with the Rules of the FAI. In such proceedings, the arbitral tribunal was to consist of one arbitrator.

II. ARBITRATION PROCEEDINGS

6. On 5 May 2022 the M. company lodged a request for arbitration with the FAI in relation to a dispute with the applicant company, submitting that the FAI Rules for Expedited Arbitration would be better suited to their dispute than the standard Arbitration Rules. In its reply, the applicant company agreed with the M. company’s view. Thus, the two parties agreed that the Rules for Expedited Arbitration would be applied to their dispute.

7. On 12 September 2022 a case management conference was held in relation to the matter, at which the applicant company was represented by two lawyers. In that session, the parties declared that the arbitral award did not need to contain reasons.

8. Following the case management conference, the arbitrator sent an email to the parties, asking them to inform him, within the time-limit set by him, if either of them would nevertheless prefer to have a reasoned award. Neither party asked for a reasoned arbitral award within the time-limit.

9. On 15 November 2022, following written preparations, the arbitrator held a second case management conference, and an oral hearing was held from 22 until 25 November 2022.

10. The arbitral award was issued on 7 December 2022. In it, the arbitral tribunal ordered the applicant company to pay the M. company a total of 329,781.48 euros (EUR), with interest for late payment, in respect of unpaid invoices, and EUR 87,870.67, with interest for late payment, in respect of the M. company’s legal costs. In addition, it ordered the applicant company and the M. company to jointly pay the FAI administrative fee of EUR 8,130 and the arbitrator’s fee of EUR 23,900.38; the parties mutually agreed, however, that those amounts would be paid by the applicant company alone. The arbitral award did not contain any statement regarding the facts and legal reasoning underlying the decision or the grounds on which the tribunal had ruled on the issue in dispute.

III. CIVIL PROCEEDINGS

11. The applicant company brought an action in the Helsinki District Court (*käräjäoikeus*, *tingsrätten*), demanding that the arbitral award be declared null and void. It submitted that the award, which had contained no

reasoning, had been in violation of the public policy (*ordre public*) of Finland, and argued that if awards were not reasoned, courts could not exercise their power of review over them and examine whether they had a basis in law. It maintained that the Rules of the FAI could not be in conflict with the Constitution, and that the award had been incomplete and incoherent.

12. On 5 January 2024 the District Court rejected the applicant company's action. It noted that, under the second paragraph of Article 21 of the Constitution of Finland (see paragraph 20 below), provisions on the right to receive a reasoned decision and other guarantees of a fair trial and good governance had to be laid down by an Act. The Arbitration Act did not require arbitral awards to be reasoned, and no reasons had been set out in the arbitral award in question. Under section 40(1) of the Arbitration Act (see paragraph 25 below), an award was null and void to the extent that it was deemed to be contrary to Finnish public policy. The right to a fair trial, laid out in Article 6 of the Convention, required that courts provide adequate reasons for their judgments and decisions. As to the applicability of Article 6 § 1 of the Convention to arbitration proceedings, the District Court noted that the European Court of Human Rights' established case-law drew a distinction between voluntary and compulsory arbitration. In the case of voluntary arbitration, submitting a matter to an arbitral tribunal had been held to amount to a waiver of the legal safeguards afforded in ordinary court proceedings. However, in its case-law, the Court had also specified conditions for the permissibility of waiving safeguards in voluntary arbitration.

13. The District Court held that it was undisputed that the relevant contract between the parties had included an arbitration clause and that the parties had agreed to apply the Rules for Expedited Arbitration of the Finland Chamber of Commerce to the arbitration proceedings (see paragraph 6 above). In accordance with those Rules, an arbitral award did not contain reasons unless a party requested a reasoned award within the time-limit set by the arbitrator (see paragraph 31 below). Moreover, under section 23 of the Arbitration Act (see paragraph 22 below), unless otherwise provided in the Act, the proceedings were to be conducted in accordance with the procedure agreed upon by the parties. The applicant company had agreed to the application of the Rules for Expedited Arbitration and had failed to request a reasoned arbitral award, despite being aware that, under the Rules, no reasons would be given unless requested. It was undisputed that, at their first case management conference, the parties had agreed that no reasons needed to be given in the arbitral award (see paragraphs 7 above). It was also undisputed that the arbitrator had set a time-limit in accordance with the Rules for Expedited Arbitration, and that neither party had requested a reasoned award within the time-limit (see paragraphs 8 above).

14. The District Court noted that, under the Rules for Expedited Arbitration (see paragraph 30 below), the applicant company could have requested a reasoned award but had failed to do so. Its assertion that it had

requested, during the proceedings, that the case be handled in conventional arbitration proceedings and not in expedited proceedings was irrelevant. As stated in paragraph 155 of the arbitral award, the arbitrator had taken into account all the facts and evidence presented in the case and, after careful consideration, had settled the case as indicated in the award. Under section 31 of the Arbitration Act (see paragraph 23 below), arbitrators had to decide disputes in accordance with the law. The applicant company had not maintained, for example, that the arbitrator had applied a law other than the one agreed on by the parties. It was not the District Court's duty to assess the substantive validity of the arbitral award with regard to the contract or otherwise. Moreover, it was undisputed that the applicant company and the M. company had confirmed that they had been offered an adequate opportunity to present their case. The award had not been incomplete or incoherent, since the operative part had clearly indicated what had been decided. A lack of reasoning did not render an award incomplete or incoherent.

15. In conclusion, the District Court held that the circumstances that the applicant company had relied on could not lead to the arbitral award being declared null and void. The applicant company had specifically agreed and accepted that the arbitral award would be given without reasons and had validly waived its right to a reasoned award. The Convention and the Constitution of Finland had not prevented the applicant company from waiving its right to a reasoned arbitral award. The District Court had not been presented with any grounds that gave it reason to hold that the arbitral award was contrary to Finnish public policy and thus null and void.

16. The applicant company appealed against the District Court's judgment to the Helsinki Court of Appeal (*hovioikeus*, *hovrätten*), reiterating the grounds of appeal already presented before the District Court (see paragraph 11 above).

17. On 8 May 2024 the Court of Appeal rejected the applicant company's appeal. The court noted that Article 21 of the Constitution of Finland (see paragraph 20 below) was binding on the courts and other authorities. Taking into account the provisions of the Convention and the practice of the Court (as referred to in the District Court's judgment), it also considered that there were no grounds to extend the above-mentioned constitutional provision to cover voluntary arbitration proceedings, as to do so would be contrary to its wording and purpose. The court accepted the reasoning of the District Court and its conclusion that issuing an arbitral award without reasons was not contrary to the public policy of Finland and that the arbitral award in question was not null and void.

18. The applicant company appealed against the Court of Appeal's judgment to the Supreme Court (*korkein oikeus*, *högsta domstolen*), reiterating the grounds of appeal already presented before the Court of Appeal (see paragraphs 11 and 16 above).

19. On 26 September 2024 the Supreme Court refused the applicant company leave to appeal.

RELEVANT LEGAL FRAMEWORK AND PRACTICE

I. CONSTITUTION OF FINLAND

20. Article 21 of the Constitution of Finland (*Suomen perustuslaki, Finlands grundlag*; Act no. 731/1999) reads:

Article 21 - Protection under the law

“Everyone has the right to have his or her case dealt with appropriately and without undue delay by a legally competent court of law or other authority, as well as to have a decision pertaining to his or her rights or obligations reviewed by a court of law or other independent organ for the administration of justice.

Provisions concerning the publicity of proceedings, the right to be heard, the right to receive a reasoned decision and the right of appeal, as well as the other guarantees of a fair trial and good governance, shall be laid down by an Act.”

II. ARBITRATION ACT

21. In accordance with section 22 of the Arbitration Act (*laki välemiesmenettelystä, lagen om skiljeförfarande*; Act no. 967/1992), arbitrators are to give the parties to arbitration proceedings a sufficient opportunity to present their case.

22. Section 23 of the Arbitration Act provides that, unless otherwise provided in the Act, the proceedings are to be conducted in accordance with the procedure agreed upon by the parties. In the absence of any such agreement, the arbitrators may conduct the arbitration in such manner as they consider appropriate, subject to the provisions of the Act and taking into account the requirements of impartiality and expediency.

23. In accordance with section 31 of the Arbitration Act, the arbitrators must decide the dispute in accordance with the law.

24. Section 36(1) of the Arbitration Act provides that the award must be made in writing and signed by the arbitrators.

25. Section 40(1) of the Arbitration Act provides the following:

“An award shall be null and void

(1) to the extent that the arbitrators have, in the award, decided an issue not capable of being settled by arbitration under Finnish law;

(2) to the extent that the recognition of the award would be contrary to the public policy of Finland;

(3) if the arbitral award is so obscure or incomplete that it does not indicate how the dispute has been decided; or

(4) if the arbitral award has not been made in writing or signed by the arbitrators.”

26. In accordance with section 41(1) of the Arbitration Act:

“An arbitral award may be set aside by a court at the request of a party if

(1) the arbitrators have exceeded their authority;

(2) an arbitrator has not been properly appointed;

(3) an arbitrator could have been challenged under section 10, but a challenge properly made by a party was not accepted before the arbitral award was made, or if a party became aware of grounds for a challenge so late that he or she was not able to challenge the arbitrator before the arbitral award was made; or

(4) the arbitrators did not give a party a sufficient opportunity to present his or her case.”

27. In accordance with section 43(1) of the Arbitration Act, a decision on the enforcement of an arbitral award must be made by a court of first instance.

28. Section 44 of the Arbitration Act provides that a court may refuse an application for the enforcement of an arbitral award, as referred to in section 43, only if it finds that the award is null and void for a reason referred to in section 40; if the arbitral award has been set aside by a court; or if a court, on the basis of an action to have an award declared null and void or set aside, has ordered that the award may not be enforced.

29. In Government Bill to Parliament HE 202/1991 vp, which led to the enactment of the current Arbitration Act, it was noted that the former Arbitration Act did not contain provisions requiring a reasoned arbitral award, and therefore such provisions were not proposed for the current Act either. To ensure that any provision requiring a reasoned award did not remain a dead letter, provisions enabling the annulment of an unreasoned arbitral award would have also needed to be enacted. This could have given rise to unnecessary judicial proceedings on the basis of a claim from either party that an award was not sufficiently reasoned. Account also had to be taken of the fact that the parties could expect arbitrators to settle disputes swiftly, meaning that an arbitral award could be issued without detailed reasoning.

III. FAI RULES FOR EXPEDITED ARBITRATION

30. In accordance with section 39 of the FAI Rules for Expedited Arbitration:

WAIVER

“A party shall without undue delay object to any failure to comply with any provision of the Rules, the arbitration agreement, or any order or direction issued by the sole arbitrator. Failure by a party to raise an objection accordingly shall constitute a waiver of the right to make such an objection, unless the party can show that, under the circumstances, its failure to object was justified.”

31. Section 41.1 of the FAI Rules provides that an award shall be made in writing. It shall not contain reasons, unless a party has requested a reasoned award within the time-limit set by the sole arbitrator.

IV. DOMESTIC PRACTICE

32. The Supreme Court held in its precedent case KKO 2001:11 that, in the case of voluntary arbitration, submitting a matter to an arbitral tribunal was considered to amount to a waiver of the legal safeguards afforded in ordinary court proceedings.

33. In its precedent case KKO 2008:77, the Supreme Court held, in line with international practice, that an award could only be set aside or declared null and void on the basis of a relatively gross procedural error.

V. INTERNATIONAL TREATIES

34. The Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention) does not provide for an obligation to give a reasoned arbitral award.

35. Article VIII of the European Convention on International Commercial Arbitration provides:

“The parties shall be presumed to have agreed that reasons shall be given for the award unless they:

(a) either expressly declare that reasons shall not be given; or

(b) have assented to an arbitral procedure under which it is not customary to give reasons for awards, provided that in this case neither party requests before the end of the hearing, or if there has not been a hearing then before the making of the award, that reasons be given.”

THE LAW

ALLEGED VIOLATION OF ARTICLE 6 § 1 OF THE CONVENTION

36. The applicant company complained under Article 6 § 1 of the Convention about the lack of any reasoning in the arbitral award.

37. The relevant parts of Article 6 § 1 of the Convention read as follows:

“In the determination of his civil rights and obligations ... everyone is entitled to a fair ... hearing ... by [a] ... tribunal ...”

A. Admissibility

1. The Government's objections

38. The Government objected to the admissibility of the application on the grounds that the four-month time-limit had not been complied with.

Moreover, in the Government's view, the applicant company's allegations were of a fourth-instance nature and should therefore not be considered by the Court. The Government submitted that the size of the just satisfaction claim and the grounds on which it was made supported their view that the applicant company was using the proceedings before the Court as part of a procedural strategy to avoid paying the substantial sum which it had been ordered to pay in the arbitration proceedings. All the factual and legal elements that were relevant in the present case, including the case-law of the Court, had been duly taken into account in the domestic proceedings. Accordingly, the Government were of the view that the application was inadmissible as manifestly ill-founded within the meaning of Article 35 § 3 (a) of the Convention and should therefore be rejected pursuant to Article 35 §§ 3 (a) and 4.

39. The applicant company noted that the decisive date for the lodging of an application for the purposes of Article 35 § 1 of the Convention was the date of dispatch – that is, the date of the postmark on the envelope – not the date on which the Court processed or stamped the application upon receipt. The present application had been dispatched within the relevant time-limit. Moreover, the applicant company was not seeking a re-determination of the underlying commercial dispute or of the merits of the arbitral award; its complaint was procedural and concerned whether its rights under Article 6 § 1 of the Convention had been secured in a practical and effective manner. The fact that a substantial sum of money was at stake did not convert an arguable Article 6 complaint into a fourth-instance appeal; rather, it underscored the importance of ensuring that the minimum guarantees of a fair hearing had been secured. Accordingly, the applicant company was of the view that the application could not be rejected as manifestly ill-founded and should be declared admissible.

40. The Court notes that, in accordance with Rule 47 § 6 (a) of the Rules of Court, the date of introduction of the application for the purposes of Article 35 § 1 of the Convention is the date on which an application form satisfying the requirements of that Rule is sent to the Court. The date of dispatch is the date of the postmark. In the present case, the date of dispatch clearly visible from the postmark is 22 January 2025. As the final domestic decision was given on 26 September 2024 (see paragraph 19 above), the application has been lodged in time.

41. The Court disagrees with the Government that the applicant company's complaint is of a fourth-instance nature, or that it is using the proceedings before it as part of a procedural strategy. The Court considers that the applicant company's complaint is of a procedural nature and therefore falls within its competence.

2. *Applicability of Article 6 § 1 of the Convention*

42. While the Government did not dispute the applicability of Article 6 § 1 of the Convention, the applicant company submitted that this provision was applicable under its civil head since the dispute had determined its pecuniary civil obligations and resulted in binding payment obligations imposed by the arbitral award. The arbitration had produced a binding award with legal effects in domestic law, and the ensuing annulment proceedings before the ordinary courts had formed part of the overall determination of the applicant company's civil rights and obligations. A purported waiver could not therefore be used as a shortcut to remove the complaint from the scope of Article 6. Article 6 § 1 was thus applicable in the present case, at least with regard to the domestic annulment proceedings, which had resulted in a refusal to annul the award.

43. The Court reiterates that it is obliged to examine the question of its jurisdiction at every stage of the proceedings and that the issue whether a particular Article of the Convention or a Protocol thereto is applicable or not is a matter that goes to its jurisdiction *ratione materiae* (see, for example, *Grosam v. the Czech Republic* [GC], no. 19750/13, §§ 106-07, 1 June 2023).

44. The Court has already held that Article 6 § 1 of the Convention is applicable under its civil head to disputes submitted to arbitration (see, for example, *Ali Riza v. Switzerland*, no. 74989/11, §§ 63-65, 13 July 2021, and *Mutu and Pechstein v. Switzerland*, nos. 40575/10 and 67474/10, §§ 56-59, 2 October 2018). The Court reiterates that the conditions for the applicability of that provision are as follows. There must be a “dispute” (“*contestation*” in French) regarding a “right” which can be said, at least on arguable grounds, to be recognised under domestic law, irrespective of whether it is protected under the Convention. The dispute must be genuine and serious; it may relate not only to the actual existence of a right but also to its scope and the manner of its exercise. Finally, the result of the proceedings must be directly decisive for the right in question, mere tenuous connections or remote consequences not being sufficient to bring Article 6 § 1 into play (see *Denisov v. Ukraine* [GC], no. 76639/11, § 44, 25 September 2018, and *Grzęda v. Poland* [GC], no. 43572/18, § 257, 15 March 2022). Lastly, the right must be a “civil” right (see *Grzęda*, cited above, § 257, and *Fabbri and Others v. San Marino* [GC], nos. 6319/21 and 2 others, § 76, 24 September 2024).

45. The present case concerns a dispute between two private limited liability companies which had concluded that, in all their contracts, any disputes that could not be resolved between them concerning the validity, interpretation and application of the contracts, any additional work and alterations and their costs, and the recovery of claims arising from the contracts were to be resolved through arbitration (see paragraph 5 above). The rights that were at stake for the applicant company in the arbitration were of a pecuniary nature and stemmed from a contractual relationship between the two private limited liability companies. They are therefore “civil” rights

within the meaning of Article 6 of the Convention (see, to this effect, *Xavier Lucas v. France*, no. 15567/20, § 30, 9 June 2022; *Mutu and Pechstein*, cited above, § 57; and *Ali Rıza and Others v. Turkey*, nos. 30226/10 and 4 others, § 159, 28 January 2020).

46. Article 6 § 1 of the Convention is therefore applicable *ratione materiae* to the dispute forming the subject matter of the present case.

3. Conclusion on admissibility

47. The Court further notes that the application is neither manifestly ill-founded nor inadmissible on any other grounds listed in Article 35 of the Convention. It must therefore be declared admissible.

B. Merits

1. The parties' submissions

(a) The applicant company

48. The applicant company submitted that the Court's case-law drew a distinction between compulsory and voluntary arbitration: if arbitration was compulsory (imposed by law), the arbitral tribunal had to afford the safeguards secured by Article 6 § 1, whereas, in voluntary arbitration, parties might renounce certain Convention rights, subject to strict conditions. Even where parties might have renounced certain procedural rights, the Court still had to assess whether the waiver had been free, lawful and unequivocal, and whether it had been attended by minimum guarantees commensurate with its importance. In the present case, the arbitral award had contained no reasoning at all, and the ensuing annulment proceedings had not enabled meaningful judicial scrutiny of its lawfulness.

49. The analysis of the waiver could not be reduced to a purely formal question of whether the applicant company had "agreed" to an unreasoned award in the abstract. The decisive question was whether any purported waiver of the right to a reasoned decision had been (i) free, lawful and unequivocal and (ii) consistent with the preservation of minimum safeguards such that the applicant company's Article 6 rights had remained practical and effective. An arbitration system that permitted a binding award containing no reasons at all created a structural deficit: it deprived the parties – and any reviewing court – of the basic means to verify that the tribunal had genuinely examined the submissions and had not come to a decision arbitrarily. In such circumstances, the giving of reasons formed part of the minimum guarantees required by Article 6 § 1, and dispensing entirely with reasons could not be treated as a valid waiver where it prevented effective judicial scrutiny of the legality of an award and protection against arbitrariness.

50. The obligation to give sufficient reasons was a central component of Article 6 § 1. Reasons enabled the parties to understand the basis of the

decision and constituted the means by which a reviewing body could assess whether the tribunal had examined the essential issues in a manner compatible with the requirements of a fair hearing. A complete absence of reasons had prevented the applicant company from ascertaining whether its essential submissions had been examined, and it had prevented the domestic courts, in the annulment proceedings, from exercising meaningful scrutiny of the lawfulness of the arbitral process and award. A total absence of reasons, combined with a limited annulment review, undermined the practical and effective protection of the Article 6 guarantee and therefore engaged the non-waivable minimum core of the fair-hearing requirement. A reliance on considerations of speed and finality could not justify an award containing no reasons at all. The applicant company's right to a fair trial had thus been violated.

(b) The Government

51. The Government submitted that in the case of voluntary arbitration to which consent had been freely given, no real issue arose under Article 6. The Arbitration Act required arbitrators to decide disputes in accordance with the law (see paragraph 23 above). As stated in the arbitral award, the arbitrator had taken into account all the facts and evidence presented in the case and, after careful consideration, had settled the case as indicated in the award. Each party had been given a reasonable opportunity to be informed of and comment on the observations made or evidence adduced by the other party, and to present its case under conditions that did not place it at a substantial disadvantage *vis-à-vis* its opponent. After the conclusion of the arbitration proceedings, both parties had confirmed that they had been offered an adequate opportunity to present their case. The Government highlighted that there was no indication in the present case that the parties had not been on an equal footing.

52. The applicant company had also not been prevented in its dispute resolution from having recourse to the domestic courts. It had agreed in a free, lawful and unequivocal manner that the Rules for Expedited Arbitration should be applied, and that the decision need not be reasoned. The applicant company had considered it beneficial to waive several elements of a fair hearing. It had been entitled to do so because of the principle of party autonomy, and it had chosen to have its dispute settled in proceedings that it had undoubtedly considered favourable to itself. Such proceedings carried advantages that balanced out the ensuing deterioration in legal safeguards.

53. In arbitration proceedings, even an award that was clearly materially or factually incorrect was final, provided that it did not violate public policy. The finality of an arbitral award, which was conditional on the restriction of judicial supervision of its contents, was a characteristic of the arbitration system that had contributed to its attractiveness as seen from the viewpoint of the parties. This was why reasons were not as relevant in arbitration as they

were in ordinary court proceedings: the swiftness of the procedure and the finality of the settlement were more important. Judicial supervision was intentionally limited, and a failure to comply with the obligation to give sufficient reasons therefore did not weaken a party's ability to effectively exercise its right to request a review in the same way as it did in a general court. Arbitration to which consent had been given should be seen as part of dispute resolution between parties rather than as an exercise of jurisdiction. In the Government's view, those elements supported the conclusion that in arbitration a party might validly waive its right to a reasoned decision, at least in the event that the arbitration proceedings were based on an arbitration clause and not on law. They also supported the contention that a waiver of the right to a reasoned decision in a civil matter amenable to friendly settlement did not run counter to any important public interest.

54. In the present case, the applicant company had expressly waived its right to a reasoned decision on three separate occasions, and had been represented by two lawyers. Waiving the right to a reasoned decision had significant positive effects from a party's perspective – namely, the award would be obtained more quickly and at a lower cost, and business secrets could be protected.

55. The Government noted that Article 6 of the Convention had to be interpreted in a manner compatible with the New York Convention (see paragraph 34 above), having regard to the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration and the UNCITRAL Arbitration Rules. In international debate on this subject, it had been repeatedly emphasised that provisions allowing for the non-enforcement of arbitral awards on public policy grounds should be interpreted narrowly, and that domestic authorities should be positively disposed to enforcement. The obligation to state reasons did not amount to a fundamental procedural principle that came within the scope of public policy – at least not when the parties had waived their right to a reasoned decision in a free and unequivocal manner. It was not within the competence of a court to examine the material correctness of an arbitral award, since the idea of judicial supervision of the material correctness of an award was not part of the arbitration system. The Government thus submitted that a party might validly waive its right to a reasoned decision in voluntary arbitration.

56. There was no indication that the applicant company had acted under duress in signing the arbitration agreement, nor did it claim to have done so. The parties had therefore agreed to expedited arbitration in a valid and binding manner. The Government consequently maintained that, taking into account the proceedings in their entirety, the right of the applicant company to a fair hearing had not been violated.

2. *The Court's assessment*

57. The Court reiterates that Article 6 § 1 of the Convention secures to everyone the right to have any claim relating to his or her civil rights and obligations brought before a court or tribunal. This Article thus enshrines the “right to a court”, of which the right of access – that is, the right to bring proceedings before courts in civil matters – constitutes one aspect only (see *Ali Rıza and Others v. Turkey*, cited above, § 171). This access to a court is not necessarily to be understood as access to a court of law of the classic kind, integrated within the standard judicial machinery of the country; thus, the “tribunal” may be a body set up to determine a limited number of specific issues, provided always that it offers the appropriate guarantees (see *Lithgow and Others v. the United Kingdom*, 8 July 1986, § 201, Series A no. 102). Article 6 does not therefore preclude the establishment of arbitral tribunals in order to settle certain pecuniary disputes between individuals (see *Semenya v. Switzerland* [GC], no. 10934/21, § 195, 10 July 2025, and *Suda v. the Czech Republic*, no. 1643/06, § 48, 28 October 2010). Arbitration clauses, which have undeniable advantages for the individuals concerned as well as for the administration of justice, do not in principle offend against the Convention (see *Tabbane v. Switzerland* (dec.), no. 41069/12, § 25, 1 March 2016; *Semenya*, cited above, § 195; and *Mutu and Pechstein*, cited above, § 94).

58. However, in accepting an arbitration clause, the parties voluntarily waive certain rights enshrined in the Convention (see *Semenya*, cited above, § 197, with further references, and *Eiffage S.A. and Others v. Switzerland* (dec.), no. 1742/05, 15 September 2009).

(a) **Whether there was a valid waiver of the right to a reasoned decision**

59. The Court has pointed out that in the case of “voluntary arbitration to which consent has been freely given”, no real issue arises under Article 6. The parties to a dispute are free to take certain disagreements arising under a contract to a body other than an ordinary court of law. By signing an arbitration clause, the parties voluntarily waive certain rights secured by the Convention. Such a waiver is not incompatible with the Convention provided it is established in a free, lawful and unequivocal manner. In addition, in the case of certain Convention rights, a waiver, in order to be effective for Convention purposes, requires minimum guarantees commensurate with its importance (see *Semenya*, cited above, § 197; *Tabbane*, cited above, § 27; *Mutu and Pechstein*, cited above, § 96; and *Eiffage S.A. and Others*, cited above).

60. There is no doubt that a voluntary waiver of court proceedings in favour of arbitration is in principle acceptable from the point of view of Article 6. Even so, such a waiver should not necessarily be considered to amount to a waiver of all the rights under Article 6. An unequivocal waiver

of Convention rights is valid only in so far as such a waiver is “permissible”. A waiver may be permissible with regard to certain rights but not with regard to certain others. A distinction may even have to be made between different rights guaranteed by Article 6 (see *Suovaniemi and Others v. Finland* (dec.), no. 31737/96, 23 February 1999).

61. Turning to the circumstances of the present case, the Court notes that while the Government considered that the applicant company had agreed in a free, lawful and unequivocal manner to the application of the Rules for Expedited Arbitration (see paragraph 52 above), and had therefore expressly waived its right to a reasoned decision altogether on three separate occasions (see paragraph 54 above), the applicant company submitted that dispensing entirely with reasons could not be treated as a valid waiver where it prevented effective judicial scrutiny of the legality of an award and protection against arbitrariness (see paragraph 49 above).

62. The Court observes first of all that in cases of voluntary arbitration the fact that “no real issue arises under Article 6” (see paragraph 59 above) does not mean that the safeguards provided by Article 6 of the Convention are not applicable to such cases. A waiver is compatible with the Convention provided it is established in a free, lawful and unequivocal manner. In the present case, the applicant company freely and voluntarily accepted to have recourse to expedited arbitration. The District Court held in its judgment that it was undisputed that the contract between the parties had included an arbitration clause and that the parties had agreed to apply the Rules for Expedited Arbitration of the Finland Chamber of Commerce to the arbitration proceedings (see paragraph 13 above). As noted by the Government, there was no indication that the applicant company had acted under duress in signing the arbitration agreement, nor was there even a claim to that effect (see paragraph 56 above).

63. As to the lawfulness of the waiver, the Court notes that, under section 23 of the Arbitration Act, the proceedings were to be conducted in accordance with the procedure agreed upon by the parties (see paragraph 22 above). There is nothing in the Constitution of Finland or the Arbitration Act (see paragraphs 20-29 above) that prevented a party to such proceedings from waiving his or her rights. Moreover, the Rules for Expedited Arbitration and the Arbitration Act contain several procedural safeguards making it possible to object to any failure to comply with any provision of the Rules (see paragraph 30 above) and to have an arbitral award declared null and void and/or set aside (see paragraphs 25 and 26 above). In this sense, the waiver in the present case was established in a lawful manner in accordance with the Constitution, the Arbitration Act and the Rules for Expedited Arbitration.

64. As to the unequivocal manner in which the waiver was established, the Court notes that in *Beg S.p.a. v. Italy* (no. 5312/11, §§ 143 and 153-54, 20 May 2021) – a case concerning commercial voluntary arbitration – it found that the applicant company could not be considered to have

unequivocally waived both the guarantee of impartiality of the arbitrators and the expectation that the domestic courts would ensure that the arbitral award complied with the relevant rules relating to the impartiality of the arbitrators. Consequently, the arbitration proceedings had had to afford the safeguards provided for under Article 6 § 1 of the Convention. Since in that case the arbitrator's impartiality had been open to doubt, the Court found a violation of Article 6 § 1 of the Convention.

65. In the present case, the question is whether, in a similar manner, a complete lack of reasoning in the arbitral award in question led to a violation because of the lack of proper safeguards under Article 6 § 1 of the Convention.

(b) Whether a waiver of the right to a reasoned decision is permissible

66. The right to a fair trial as guaranteed by Article 6 § 1 of the Convention includes the right of the parties to the trial to submit any observations that they consider relevant to their case. The purpose of the Convention being to guarantee not rights that are theoretical or illusory but rights that are practical and effective, this right can only be seen to be effective if the observations are actually “heard”, that is, duly considered by the trial court. In other words, the effect of Article 6 is, among other things, to place the “tribunal”, within the meaning of that provision, under a duty to conduct a proper examination of the submissions, arguments and evidence adduced by the parties, without prejudice to its assessment of whether they are relevant (see, for example, *Perez v. France* [GC], no. 47287/99, § 80, ECHR 2004-I, and *Wagner and J.M.W.L. v. Luxembourg*, no. 76240/01, § 89, 28 June 2007). They are thus under an obligation to provide reasons for their decisions, and compliance with this duty must be assessed in the light of the circumstances of each case. While the courts cannot be required to state the reasons for rejecting each argument of a party, they are nonetheless not relieved of the obligation to undertake a proper examination of and respond to the main pleas put forward by that party (see *Wagner and J.M.W.L.*, cited above, §§ 90 and 96), and parties should expect a specific and express reply to those submissions which are decisive for the outcome of the proceedings in question (see *Ramos Nunes de Carvalho e Sá v. Portugal* [GC], nos. 55391/13 and 2 others, § 185, 6 November 2018).

67. The Court notes that there is no indication in the present case that the applicant company's right to be heard was violated or that its observations were not duly considered by the arbitral tribunal. Moreover, the District Court found that it was undisputed that the applicant company and the M. company had confirmed that they had been offered an adequate opportunity to present their case. The applicant company did not maintain, for example, that the arbitrator had applied a law other than the one agreed on by the parties (see paragraph 14 above).

68. Turning to the question of reasoning, the Court notes that the Finnish Constitution and the Arbitration Act do not require that arbitral awards be reasoned (see paragraphs 12 and 20 above). According to the preparatory work on the Arbitration Act, such provisions were not proposed for the current Act since they would have entailed a need to provide for an opportunity to annul an unreasoned arbitral award, which would have given rise to unnecessary judicial proceedings and slowed down the dispute settlement (see paragraph 29 above). Nor do international treaties require reasons to be given if the parties have assented to an arbitral procedure under which it is not customary to give reasons for awards and neither party requests them (see paragraphs 34 and 35 above).

69. In the present case, the District Court held that the applicant company had agreed to the application of the Rules for Expedited Arbitration and had failed to request a reasoned arbitral award, despite being aware that, under the Rules, no reasons would be given unless requested. It was also undisputed that, at their first case management conference, the parties had agreed that no reasons needed to be given in the arbitral award. Similarly, it was undisputed that the arbitrator had set a time-limit in accordance with the Rules for Expedited Arbitration, and that neither party had requested a reasoned award within the time-limit (see paragraphs 7, 8 and 13 above). Nor had the applicant company objected to any failure to comply with any provision of the Rules for Expedited Arbitration, despite having the possibility of doing so during the arbitration proceedings (see paragraph 30 above). As the Government pointed out, the applicant company expressly and unequivocally waived the right to have a reasoned arbitral award on several occasions. Moreover, the applicant company was represented by two lawyers (see paragraph 54 above).

70. It should also be taken into account that the domestic law and the Rules for Expedited Arbitration contained several procedural safeguards making it possible to object to any failure to comply with the Rules and to have an arbitral award declared null and void and/or set aside (see paragraph 63 above). In this context, the Court does not consider that an obligation to state reasons constitutes such a fundamental procedural principle as to render its waiver impermissible in voluntary arbitration proceedings, provided that other requirements of valid waiver are fulfilled (see the case-law quoted in paragraphs 59-60 above).

(c) Conclusions

71. Taking into account all the elements above, the Court considers that the applicant company's waiver of its right to a reasoned decision was established in a free, lawful and unequivocal manner and came with minimum guarantees that were commensurate with its importance.

72. There has accordingly been no violation of Article 6 § 1 of the Convention.

FOR THESE REASONS, THE COURT, UNANIMOUSLY,

1. *Declares* the application admissible;
2. *Holds* that there has been no violation of Article 6 § 1 of the Convention.

Done in English, and notified in writing on 9 June 2026, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Dorothee von Arnim
Deputy Registrar

Arnfinn Bårdsen
President