Force Majeure in International Contract Law

A Comment on National Oil Corporation v Sun Oil

Arbitral tribunals concerned with such disputes resulting from international contracts make their decisions taking into account three criteria, namely the will of the parties reflected by the *force majeure* clause of the relevant contract, the applicable substantive law, and internationally accepted general principles of law, such as *force majeure* among others, which are clearly defined in several international conventions and soft law codifications.\(^8\) The case law of the Iran-United States Claims Tribunal provides a perfect example of the use of general principles of laws by international arbitral tribunals because the Tribunal's application of the *force majeure* concept have rested entirely (implicitly or explicitly) on general principles and there has been little or no application of national law in this area.\(^9\)

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\(^8\) For the methodical issues related to the evolution of transnational principles of law, see generally A Metzger, *Extra legem, intra ius: Allgemeine Rechtsgrundsätze im Europäischen Privatrecht* (Tübingen, Mohr Siebeck Verlag 2009) 244 et seq.