There is now little doubt that, in spite of resistance in some quarters, a transnational rule has been established according to which an agreement reached by means of corruption of one of the signatories, be it a government agency (in a public law context) or an employee of a party (in a private law context), is void, or, at the very least, may not give rise to an award based on such contract.

29 On the question of whether corruption renders the subject matter non-arbitrable or whether, as is generally accepted today, arbitrators must retain jurisdiction and declare the agreement void, see B. GOLDMAN, "Convention d'arbitrage. Arbitrabilité", Jr. Cl. Dr. Int. (1989) Fasc. 586-3, no. 86; But see G. WETTER, "Issues of Corruption Before International Arbitral Tribunals: The Authentic Text and True Meaning of Judge Lagergren's Award in ICC Case no. 1110", 10 Arbitration International (1994) p. 277.

Referring Principles:

IV.7.2 - Invalidity of contract due to bribery