Title:
Wintershall AG v. The Government of Qatar (Ad hoc tribunal), 28 ILM 795

Content:

July, 1989

AD HOC ARBITRAL TRIBUNAL: PARTIAL AWARD AND FINAL AWARD IN THE MATTER OF AN ARBITRATION BETWEEN WINTERSHALL A.G., ET AL., AND THE GOVERNMENT OF QATAR

(EXPLORATION AND PRODUCTION SHARING AGREEMENT)

[...]

The Tribunal, moreover, is of the view, after a thorough examination of all the evidence, particularly the very detailed examination of Claimants, principal witness, . . . by the Respondent's counsel (. . . Days 4-7, March 19-21, March 23, Day 11 - June 20), that there was not a violation by the Respondent of any duty to negotiate in good faith regarding this matter. Even accepting the view of the expert legal witness for the Claimants (. . . Day-17, pp. 56-61, September 3, 1987), that there was such a duty to negotiate in good faith, it is clear that such a duty does not include an obligation on the part of the Respondent to reach agreement with respect to the proposals made by the Claimants. To the extent that there was a duty to negotiate under Qatari law on this matter, the Tribunal finds that the refusal by the Respondent to accept proposals by the Claimants was made in good faith and was justified under normal commercial practice. [Statement of expert legal witness for the Respondent . . . of May 25, 1987, paragraphs 23 and 32].

[...]

Referring Principles:

IV.6.8 - (Re-) Negotiation agreement / clause (<em>pactum de negotiando</em>)