

# DLACZEGO SPORY W BLOCKCHAIN WARTO ROZSTRZYGAĆ W ARBITRAŻU?

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## I. Co to jest arbitraż (sądownictwo polubowne)?

- ▶ Arbitraż – alternatywna wobec sądów państwowych forma wiążącego rozstrzygnięcia sporów, gdzie dwie strony poddają - umową o arbitraż (zapisem na sąd polubowny) - spór pod rozstrzygnięcie arbitra, który po rozpoznaniu sprawy wydaje wyrok arbitrażowy (dopuszczalność zawarcia ugody w arbitrażu)

## II. Arbitraż – jako realna alternatywa wobec sądów państwowych

- wiążący charakter zapisu na sąd polubowny
- moc wiążąca wyroku arbitrażowego
- uznawalność wyroków zagranicznych sądów polubownych w 159 krajach na świecie
- ograniczona możliwość uchylenia przez sąd państwowy wyroku arbitrażowego

### III. Arbitraż w blockchain – dlaczego warto?

- szybkość, poufność, elastyczność i odformalizowanie postępowania arbitrażowego
- możliwość wyboru arbitra (eksperta)
- oderwanie arbitrażu od prawa właściwego danego kraju
- możliwość wyboru prawa właściwego przez strony
- neutralność forum
- ODR (*online dispute resolution*) – możliwość rozstrzygania sporów za pośrednictwem platformy internetowej

## IV. Warunki uznawalności wyroków arbitrażowych przez polskie i zagraniczne sądy państwowe

- zdolność sądowa i procesowa stron umowy o arbitraż – niedopuszczalna anonimowość podmiotów arbitrażu
- podpisanie ważnej i skutecznej umowy o arbitraż
- przestrzeganie przepisów dotyczących relacji gospodarczych z konsumentami
- zasada równości stron w postępowaniu przed sądem polubownym
- problem z wykonalnością wyroków

## V. Przykłady sporów w blockchain

- spory o wykonanie „inteligentnych umów” – smart contract
- spory o prawa z tokenów (udział w projekcie, dyskusji, odsetki, zyski)
- spory pomiędzy „górnikami”, dysponentami bitcoina a twórcami oprogramowania lub odbiorcami transferów lub pośrednikami (giełdy, kantory kopalnie)
- EOS – spór o zwrot portfela i cofnięcie transakcji będącej efektem tzw. *phisingu*

# EOS stolen funds arbitration ruling scoffs at decentralization

by Nathan Ashworth / November 16, 2018 / 0 / 0 / 00-773



The EOS blockchain was built with the intention of providing a means to scale transaction speed while still providing a certain level of decentralization. The extent to which EOS is decentralized, however, has always been a point of contention since network transactions are validated by a small group of "supernodes" which must be elected every 21 blocks.

The goal of decentralization, with every blockchain, is to eliminate points of central control meaning no single entity can wreak havoc on the network rules or invalidate the transactions of others. Unlike your bank, which can practically do anything it wants with your checking account, a blockchain wallet should be different.

## EOS Arbitration

The latest issue to arise within EOS concerns a practice known as arbitration. Unlike Bitcoin, or most other chains, EOS allows coin holders to file a claim or grievance regarding a transaction or practice on the EOS network.

At the discretion of an entity known as the EOSIS Core Arbitration Forum (ECAF), transactions can be reversed on the chain, and accounts can be forcibly confiscated if wrongdoing or unethical behavior is determined to have taken place.

According to the ECAF website, "Arbitration is a way of resolving disputes without going to court. Both parties in the dispute present their side to a professional arbitrator who thoroughly reviews the dispute and comes to a reasonable resolution."

## Reversed Transaction











On November 10, it was revealed that an EOS arbitrator had reversed several transactions and restored a wallet which was

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# China's First Arbitral Award Recognized Bitcoin as Property

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China | December 5 2018

Blockchain emerges as one of today's most ground-breaking technologies and has been attracting worldwide attention for its impact and functions. As a derivative market of the blockchain technology, crypto-currencies have gained a worldwide popularity. However, diversified views exist regarding the legal status of crypto-currencies. Recently, the Shenzhen Court of International Arbitration (SCIA) has administered a business contract dispute involving the transfer of Bitcoin and the tribunal has affirmed the property attribute of Bitcoin. The award emphasizes that although, the possession, disposal, and ownership transfer of Bitcoin differ from those of traditional properties, such difference does not prevent Bitcoin from being an object that protected by Chinese law as property and can be transferred from one natural person to another. This article analyzes this arbitration case as well as the existing laws, regulations, and judicial opinions relating to the trading of Bitcoin and other crypto-currencies in China.

## Background

In an Equity Transfer Agreement (the "Agreement") executed among the two Claimants and the Respondent, the Claimant A agreed to transfer 5% of its equity in Company X to the Respondent for a consideration of 550,000 RMB, of which 250,000 RMB shall be paid directly by the Respondent. The Agreement also stipulated that the Claimant B shall entrust the Respondent to manage a pool of crypto-currencies on the Claimant B's behalf and after paying back these crypto-currencies, the Claimant B shall, on the behalf of the Respondent, use part of the proceeds generated therefrom to pay the remaining 300,000 RMB to the Claimant A. The Arrangement then ran into problems when the Respondent was unable to repay the crypto-currencies in question as planned, so the two Claimants submitted the case to the SCIA for arbitration.

## The Claimants' Submissions

1. The Respondent should pay 250,000 RMB to the Claimant A;
2. The Respondent should pay the damages to the Claimant B's asset loss of crypto-currencies, which are of an



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Dziękujemy za uwagę

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