

# **Selected Issues of Applicability of Arbitration Agreements to Third Parties in International Arbitration**

## **Abstract**

This thesis addresses the question of whether and under what circumstances an arbitration agreement in international arbitration proceedings can be binding on subjects that have not formally signed it. The research focuses on situations in which it is not possible to infer the existence of an express or implied consent of a third party to submit to arbitration, but nevertheless extends the binding effect of an arbitration agreement to it. The aim of the thesis is to determine whether such an extension of the binding effect can be achieved even without proving the parties' common will and what legal mechanisms can be used for this purpose.

The thesis analyses in detail the so-called equity-based theories, namely the alter ego theory and the estoppel theory. These theories do not assume or examine the existence of a third party's contractual intent, but base the binding nature of an arbitration agreement on the principles of equity, good faith and the protection of legitimate expectations. The thesis includes a systematic analysis of foreign decision-making practice, in particular the case law of international arbitral tribunals and national courts of the United States, England, France and Switzerland. Special attention is paid to the comparison with Czech legislation and case law, which has so far taken a rather reserved approach to the issue.

The comparison then demonstrates that, especially in the Anglo-American environment, the doctrines of alter ego and estoppel have gained significant support, as evidenced by their frequent use in resolving complex commercial disputes, while in continental Europe their application remains somewhat more cautious.

The thesis shows that both theories represent an important tool in the international context to protect the integrity of arbitration and the fairness of its results, especially in cases where strict adherence to formal requirements could lead to their frustration. At the same time, however, it points to the risks associated with an overly expansive interpretation of these doctrines, particularly in terms of legal certainty and predictability.

## **Key Words**

international arbitration, applicability of arbitration agreements, third parties in arbitration