DELOS
dispute resolution

JAPAN

DELOS GUIDE TO ARBITRATION PLACES (GAP)

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JURISDICTION INDICATIVE TRAFFIC LIGHTS

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There have not been any material changes requiring an update to this chapter (including the traffic lights) since the date of the latest version. Nonetheless, please note that this chapter does not constitute legal advice and its authors, the contributing law firm and Delos Dispute Resolution decline all responsibility in this regard.

IN-HOUSE AND CORPORATE COUNSEL SUMMARY

Japan is an arbitration friendly jurisdiction. Japanese arbitration law is currently regulated by the Arbitration Act (Act No. 138 of 2003), which is based on the 1985 UNCITRAL Model Law, with some additions as specified further below. The main commercial arbitration institution in Japan is the Japan Commercial Arbitration Association ("JCAA"), which has offices in Tokyo and Osaka.

Key places of arbitration in the jurisdiction	Tokyo and Osaka.
Civil law / Common law environment?	Japan is a Civil law environment.
Confidentiality of arbitrations?	The Japanese Arbitration Act (the "**Act**") does not provide any specific stipulations in relation to the confidentiality of arbitrations. However, based on the mutual agreement between the parties or the rules of the arbitration institutions involved in the cases, most of the arbitration cases in Japan are held in private, and all records shall be closed to the public. The arbitrators, the arbitration institutions, the parties, their counsel and assistants, and other persons involved in the arbitral proceedings shall usually be subject to confidentiality obligations.
Requirement to retain (local) counsel?	Parties to an arbitration can retain counsel or be self-represented. In relation to the qualification of counsel, under certain conditions a registered foreign lawyer may represent the parties in arbitration proceedings in Japan (in addition to Japanese qualified lawyers) (Article 5-3 of the Act on Special Measures concerning the Handling of Legal Services by Foreign Lawyers).
Ability to present party employee witness testimony?	It is permissible to present a party employee as a witness in arbitration proceedings and to provide oral testimony.
Ability to hold meetings and/or hearings outside of the seat?	There is no restriction on the ability to hold meetings and/or hearings outside the seat.
Availability of interest as a remedy?	There is no provision in the Act as to whether or not the parties are entitled to recover interest. This issue is usually resolved in accordance with the substantive rules or law, which are applicable to the subject matter of the arbitration.
Ability to claim for reasonable costs incurred for the arbitration?	The costs of the arbitration, including the administrative fee, the arbitrator(s)' remuneration and expenses, and other reasonable expenses incurred with respect to the arbitral proceedings, and the Parties' legal fees, may be allocated by the tribunal between the parties.
Restrictions regarding contingency fee arrangements and/or third-party funding?	There is no restriction on a party's ability to enter into contingency fee arrangements and/or third-party funding arrangements.

Party to the New York Convention?	Japan has been a party to the New York Convention since June 20, 1961.
Other key points to note	In Japan, court proceedings are still more common in comparison to arbitration proceedings, partially because of high respects for and reliance on Japanese courts and judges, and relatively cheaper costs for court proceedings. However, the number of arbitrations is gradually increasing.
WJP Civil Justice score (2018)	0.79

ARBITRATION PRACTITIONER SUMMARY

Date of arbitration law?	The Japanese Arbitration Act (Act No. 138 of 2003) (the "**Act**") was enacted on August 1, 2003 and implemented from March 1, 2004.
UNCITRAL Model Law? If so, any key changes thereto?	The Act is based on the UNCITRAL Model Law (the "**Model Law**") and closely follows the Model Law. There are no significant differences, though the Act provides for original provisions related to the court proceedings for arbitration assistance and supervision as suggested in Article 6 of the Model Law, including Article 5 of the Act (Jurisdiction of the Court), as well as Article 7 (Appeal Against Judicial Decision), Article 8 (Participation of the Court in the Case if the Place of Arbitration Has Yet to Be Determined), Article 9 (Inspection of Record of the Case Pertaining to the Proceeding Carried Out by the Court), Article 10 (Application Mutatis Mutandis of the Code of Civil Procedure to the Proceeding Carried Out by the Court), Article 11 (Rules of the Supreme Court) and Articles 35.3-6 (Examination of Evidence by the Court), arbitration cost and expenses (Articles 47-49), and criminal penalty with regard to bribery (Articles 51-55).
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	There is no specialized court or judge in Japan for handling arbitration-related matters.
Availability of *ex parte* pre-arbitration interim measures?	The court may issue an order for a pre-arbitration interim measure and an order for provisional seizure or an order for provisional disposition with regard to a disputed subject matter (such as an order of provisional disposition issued to preserve the right to claim the delivery or surrender of the disputed subject matter) can be *ex parte*.
Courts' attitude towards the competence-competence principle?	The court has the right to make the final decision on the authority of arbitrators (Article 44.1(1)(2) of the Act) and shall make such a decision on the basis of its own discretion.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	The grounds for the annulment of awards under the Act are substantially the same as those under the New York Convention.
Courts' attitude towards the recognition and enforcement of foreign awards annulled at the seat of the arbitration?	The court cannot recognise or enforce foreign awards, which are annulled at the seat of the arbitration (Article 45.2(7) of the Act).
Other key points to note (significant idiosyncrasies not covered elsewhere)?	ϕ

JURISDICTION DETAILED ANALYSIS

1. The legal framework of the jurisdiction

1.1 Is the arbitration law based on the UNCITRAL Model Law?

The Japanese Arbitration Act (Act No. 138 of 2003) (the "**Act**") was modelled on the UNCITRAL Model Law (the "**Model Law**"). The Act has some provisions which are not included in the Model Law, such as Article 8 (Court Intervention in the Event that the Place of Arbitration Has Not Been Designated) and Articles 47 to 55 (miscellaneous provisions including Remunerations of Arbitrations, Deposit for the Costs of Arbitration Proceedings etc.). The legal implications of certain provisions are different from those in the Model Law but the overall concept is generally the same.

1.2 When was the arbitration law last revised?

The current Act was enacted in August 1, 2003 and implemented on March 1, 2004. Apart from necessary revisions which have been prompted by the revision of other laws, the Act has not been revised since this date.

2. The arbitration agreement

2.1 How do the courts in the jurisdiction determine the law governing the arbitration agreement?

In the first instance, the substantive law that has been designated by the parties governs the arbitration agreement. If the parties fail to make such designation, the law of the country at the place of arbitration will govern the arbitration agreement (Article 45.2(2) of the Act).

2.2 Is the arbitration agreement considered to be independent from the rest of the contract in which it is set forth?

The Act contains express provisions on the severability of arbitration agreements. Article 13.6 of the Act stipulates that even in a case where the provisions of a contract (other than the arbitration agreement) are found to be invalid due to nullity, rescission or for any other reasons, the effect of the arbitration agreement will not *ipso jure* be precluded.

2.3 What are the formal requirements (if any) for an enforceable arbitration agreement?

An arbitration agreement must be in writing, such as in the form of a document signed by all the parties, letters, telegrams, or other instruments exchanged between the parties (Article 13.2 of the Act).

2.4 To what extent, if at all, can a third party to the contract containing the arbitration agreement be bound by said arbitration agreement?

In principle, a third party who is not a signatory to the contract cannot be bound by the arbitration agreement. However, a third party who is considered to be the same entity as the party who signed the arbitration agreement, such as the signatory's successor or assignee, may be bound by the arbitration agreement.

2.5 Are there restrictions to arbitrability?

The Act stipulates the following criteria for arbitrability:

- the subject matter of the arbitration agreement must be a civil dispute (excluding disputes relating to divorce or dissolution of an adoptive relationship) (Article 13.1 of the Act);

- the subject matter of the arbitration agreement should be a matter that can be settled between the parties (Article 13.1 of the Act); and
- the subject matter of the arbitration agreement cannot be a labour dispute with an individual (Article 4 of the by-laws of the Act).

In addition, it is worth noting that an arbitration agreement between a consumer and a business operator can be cancelled by the consumer (Article 3.2 of the by-laws of the Act). In such a case, the consumer may initiate a court proceeding and the court will not dismiss the action brought by the consumer.

3. Intervention of domestic courts

3.1 Will the courts stay litigation if there is a valid arbitration agreement covering the dispute?

Japanese courts take a pro-arbitration approach. As a general rule, the Act stipulates that the court "*shall dismiss the action*" upon the petition of the defendant if the dispute is subject to an arbitration agreement (Article 14.1 of the Act). This general rule applies to all cases where the place of the arbitration is either inside or outside of Japan, or where the place of arbitration is not fixed (Article 3.2 of the Act). This provision of Japanese law departs from Article 8 of the Model Law which stipulates that the court shall refer the parties to arbitration. However, Article 14.1 of the Act does not apply in the following circumstances:

- where the arbitration agreement is not valid due to nullity, rescission, etc. (Article 14.1(1) of the Act);
- where it is impossible to carry out arbitration proceedings under the arbitration agreement (Article 14.1(2) of the Act); or
- where the defendant's petition is filed after the defendant has presented its oral arguments on the merits or made statements in preparatory proceedings of the court (Article 14.1(3) of the Act).

3.2 How do courts treat injunctions by arbitrators enjoining such courts to stay litigation proceedings?

Under the Act, an arbitral tribunal has no authority to grant an injunction directly enjoining the courts to stay litigation proceedings. Instead, an arbitral tribunal may commence or continue the arbitration proceedings and render an arbitral award even if a suit pertaining to the action is pending in the court (Article 14.2 of the Act).

3.3 On what ground(s) can the courts intervene in arbitrations seated outside of the jurisdiction? (Relates to the anti-suit injunction but not only)

As a general rule, the Japanese courts deal with arbitration where the place of arbitration is within the territory of Japan (Article 3.1 of the Act). The exceptions to this rule under the Act are as follows:

- Article 3.3 of the Act on the recognition and enforcement of arbitral awards applies to arbitration where the place of arbitration is either inside or outside of Japan;
- Article 14.1 of the Act which sets out the grounds under which a court shall dismiss a civil action which is (or is alleged to be) subject to an arbitration agreement, and Article 15 of the Act, which stipulates that parties of an arbitration agreement can file a petition with the court for a provisional order such as provisional seizure and provisional disposition before the commencement or during the course of an arbitration and that the court filed such petitions can make any temporary restraining order, are applicable when the place of arbitration is within Japan, outside of Japan, or where it is not fixed (Article 3.2 of the Act); and

- Articles 16 to 20 of the Act on the appointment of arbitrators, grounds for challenging an arbitrator and petition for dismissal of an arbitrator, apply not only to cases where the place of arbitration is within Japan, but also to cases when the place of arbitration is not decided but likely to be in Japan and the location of the General Venue of either petitioner or respondent is in Japan (Article 8 of the Act).

4. The conduct of the proceedings

4.1 Can parties retain outside counsel or be self-represented?

Parties can be represented by outside counsel or be self-represented.

4.2 How strictly do courts control arbitrators' independence and impartiality? For example, does an arbitrator's failure to disclose suffice for the court to accept a challenge or do courts require that the undisclosed circumstances justify this outcome?

An arbitrator must be impartial and independent from the parties. If there are circumstances that give rise to justifiable doubts as to the impartiality or independence of an arbitrator, parties may challenge the arbitrator (Article 18.1 of the Act). Additionally, a person who is approached in connection with a potential appointment as an arbitrator, or an arbitrator after appointment must disclose any and all circumstances that are likely to give rise to justifiable doubts as to his or her impartiality or independence (Articles 18.3 and 18.4 of the Act). An arbitrator's failure to make such disclosure could constitute a ground upon which the court may set aside the arbitral award under Article 44.1(6) of the Act.

It should also be noted that the International Bar Association's 2004 Guidelines on Conflicts of Interest in International Arbitration (updated in 2014) are widely recognised and adhered to in Japan.

4.3 On what grounds do courts intervene to assist in the constitution of the arbitral tribunal (in case of ad hoc arbitration)?

The Act stipulates that the court shall appoint an arbitrator when:

- there are two parties which have agreed to have three arbitrators, and one party has appointed its arbitrator, but the other party does not appoint its own arbitrator within 30 days from the request by the other party to appoint the same (Article 17.2 of the Act);
- there are two parties which have agreed to have three arbitrators, and both parties have appointed each of their arbitrators, but the appointed two arbitrators do not appoint a third arbitrator within 30 days (Article 17.2 of the Act);
- there are two parties which have agreed to have one arbitrator, but they cannot agree on the appointment of the arbitrator (Article 17.3 of the Act);
- there are three or more parties and they have not reached an agreement regarding the appointment of arbitrators (Article 17.4 of the Act); and
- the procedure for the appointment of arbitrators has been agreed upon between the parties, however the arbitrator cannot be appointed due to a party's failure to act as requested under such procedure or for any other reasons, and a party requests that the court shall assist with the appointment of arbitrators (Article 17.5 of the Act).

4.4 Do courts have the power to issue interim measures in connection with arbitrations?

Article 15 of the Act stipulates that the parties to an arbitration agreement may file a petition for a provisional or interim order with the court, before the commencement or during the course of arbitration proceedings. The procedure for the issuance of the provisional order or interim measure is regulated by the Civil Provisional Remedies Act. If the requested provisional order or interim measure is a provisional

seizure of certain property or a provisional disposition regarding the disputed subject matter (*e.g.*, provisional disposition to prohibit transfer of occupation of a rented house), the court will issue a provisional order by considering and hearing *ex parte* requests. If the requested order is a provisional disposition to temporarily and immediately fix parties' relationship or rights and obligations (*e.g.*, order to temporarily pay salary to an employee who was dismissed, order to stop construction of a tall building which would spoil the scenery, etc.), the courts must have the hearing with both parties in attendance.

4.5 Other than arbitrators' duty to be independent and impartial, does the law regulate the conduct of the arbitration?

The Act does not contain any provisions in respect of confidentiality. However, arbitration is generally perceived in Japan as a confidential proceeding, in contrast to court litigation which is, in principle, open to the public, and thus, in most arbitration proceedings, arbitrators, the parties, their counsel and assistants, and other persons involved in the proceedings bear confidentiality obligations in accordance with an agreement between the parties and/or applicable institutional arbitration rules.

4.5.1 Does it regulate the length of arbitration proceedings?

The Act does not regulate the length of arbitration proceedings.

4.5.2 Does it regulate the place where hearings and/or meeting may be held?

The Act does not regulate the place where hearings and/or meetings may be held.

4.5.3 Does it allow for arbitrators to issue interim measures?

Article 24.1 of the Act provides that unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, order any party to take such interim measure of protection as the arbitral tribunal may consider necessary, in respect of the subject matter of the dispute. Article 24.2 of the Act provides that the arbitral tribunal may order any party to provide appropriate security in connection with such interim measure.

4.5.4 Does it regulate the arbitrators' right to admit/exclude evidence?

Article 26.3 of the Act provides that the power conferred upon the arbitral tribunal includes the power to determine the admissibility, relevance, materiality and weight of any evidence when the parties fail to agree on the procedure to be followed by the arbitral tribunal in conducting the arbitral proceedings. The Act does not provide any restrictions to the presentation of testimony by a party employee.

4.5.5 Does it make it mandatory to hold a hearing?

In principle, it is not mandatory to hold a hearing under the Act. Article 32.1 of the Act provides that the arbitral tribunal may hold oral hearings for the presentation of evidence or for oral arguments by the parties provided. The Act also stipulates that if a party makes an application requesting an oral hearing, the arbitral tribunal shall hold such oral hearings at an appropriate stage of the arbitral proceedings.

4.5.6 Does it prescribe principles governing the awarding of interest?

There is no provision in the Act as to whether or not the parties are entitled to recover interest and this issue is usually resolved in accordance with the substantive rules applicable to the subject matter.

4.5.7 Does it prescribe principles governing the allocation of arbitration costs?

Article 49 of the Act provides that the allocation of expenses paid by the parties in relation to the arbitration proceedings shall be as specified by the agreement of the parties, and if such an agreement has not been reached, each party should bear its own expenses. In many cases, the costs of the arbitration are

allocated by the tribunal between the parties, taking into account the parties' conduct, the determination on the merits of the dispute, and any other relevant circumstances.

4.6 Liability

4.6.1 Do arbitrators benefit from immunity to civil liability?

The Act does not provide any rules arbitrators' immunity from civil liability. In case where there are no provisions regarding immunity to or limitations of civil liability in applicable institutional rules, the liability of arbitrators is subject to the general rules of Japanese civil law, i.e., the arbitrators may be held liable for damages incurred by the parties as a result of the arbitrators' negligence in the performance of their duties.

4.6.2 Are there any concerns arising from potential criminal liability for any of the participants in an arbitration proceeding?

The Act provides the following rules regarding potential criminal liability for any of the participants in arbitration proceedings:

- An arbitrator who accepts, demands or promises to accept a bribe in relation to his or her duty shall be punished by imprisonment for up to five years. In such case, when the arbitrator agrees to act in response to a request, imprisonment for not more than a term of seven years shall be imposed (Article 50.1 of the Act).
- When a person to be appointed as an arbitrator accepts, demands or promises to accept a bribe in relation to his or her duty to perform an act in response to a request, imprisonment for up to a term of five years shall be imposed in the event of appointment (Article 50.2 of the Act).
- A person who gives, offers or promises to give a bribe as provided for in Articles 50 to 52 of the Act shall be punished by imprisonment for up to a term of three years or a fine of not more than two million five hundred thousand yen (Article 54 of the Act).

5. The award

5.1 Can parties waive the requirement for an award to provide reasons?

Article 39.2 of the Act provides that "*[a] written arbitral award shall state the reasons thereof; provided, however, that this shall not apply to cases where otherwise agreed by the parties.*" Therefore, the parties can agree to waive the requirement for an award to provide reasons thereof.

5.2 Can parties waive the right to seek the annulment of the award?

There appears to be no established rule or precedent as to whether or not the parties are allowed to waive the right to seek annulment of an arbitral award in Japan. Given that the source of the law for arbitration is considered to come from, ultimately, the agreement between the parties, the parties might be allowed to agree to waive the right to annul an arbitral award in the arbitration agreement.

However, some grounds for the annulment of arbitral awards as set out in Article 44.1 of the Act are based on those rationales which are beyond the parties' free disposal; e.g., "*the public policy or good morals of Japan*". It is not clear, therefore, whether or not the parties can waive the right to annul the arbitral award by agreement in Japan.

5.3 What atypical mandatory requirements apply to the rendering of a valid award rendered at a seat in the jurisdiction?

Article 44.1 of the Act (which stipulates the grounds for setting aside arbitral awards) is in accordance with Article 34.2 of the Model Law.

5.4 Is it possible to appeal an award (as opposed to seeking its annulment)?

In principle, it is not possible to appeal an arbitral award in Japan. Article 45.1 of the Act provides that "*[a]n Arbitral Award […] shall have the same effect as a final and binding judgment […]*". The Act does not provide any specific grounds for the parties to appeal an arbitral award (as opposed to the setting aside of the arbitral awards).

However, there appears to be no established rule or precedent in Japan as to whether or not the parties are allowed to enter into an arbitration agreement that would enable the parties to appeal the arbitral award. Therefore, if the right to appeal is provided in the arbitration agreement, it might be possible for the parties to appeal an arbitral award based on such agreement.

5.5 What procedures exist for the recognition and enforcement of awards, what time-limits apply and is there a distinction to be made between local and foreign awards?

Japan is a member of the New York Convention (the "**NYC**"), and the grounds for refusing recognition or enforcement provided in the Act are substantially the same as those under the NYC. A party seeking enforcement based on the arbitral award need to apply to a court for an enforcement decision, and the court shall issue an enforcement decision unless it finds any of the grounds for refusal. The Act does not provide any distinction between local and foreign awards, but it is noteworthy that the party must supply a Japanese translation of the arbitral award if it is not written in Japanese. The Act does not provide any time-limits for recognition or enforcement, but an application for setting aside an award may not be made after three months from the notice of the award or after the aforementioned enforcement decision.

5.6 Does the introduction of annulment or appeal proceedings automatically suspend the exercise of the right to enforce an award?

No, there is no automatic suspension of the exercise of the right to enforce an award after the commencement of annulment or appeal proceedings, but the court may suspend the right to enforce an award. When a petition to suspend or set aside an arbitral award is filed with the judicial body in the country in which the seat of the arbitration is located or where the laws and regulations were applied to the arbitration proceedings, the Japanese court may suspend the procedure for the execution order of such arbitral award if the court finds it necessary. In that case, the court may order the party who requests such a suspension to provide security (Article 46.3 of the Act).

5.7 When a foreign award has been annulled at its seat, does such annulment preclude the award from being enforced in the jurisdiction?

The Japanese court may dismiss a petition for the enforcement of an arbitral award when the judicial body of the country in which the seat of the arbitration is located, or the country in which the laws and regulations were applied to the arbitration proceedings suspend, annul or set aside the arbitral award (Article 46.10 of the Act).

5.8 Are foreign awards readily enforceable in practice?

An arbitral award shall have the same effect as a final and binding judgment provided that to enforce such an award, it is necessary to obtain an execution order of the award from the Japanese court (Article 45.1 of the Act). The court will grant the execution order unless the award falls within the following conditions (Articles 45.2 and 46.8 of the Act):

(i) the Arbitration Agreement is not valid due to the limited capacity of a party;

(ii) the Arbitration Agreement is not valid on grounds other than the limited capacity of a party pursuant to the laws and regulations designated by the agreement of the parties as those which should be applied to the Arbitration Agreement (if said designation has not been made, the laws and regulations of the country where the place of arbitration is);

(iii) the party did not receive the notice required under the laws and regulations of the country to which the place of arbitration belongs (if the parties have reached an agreement on the matters concerning the provisions unrelated to public order in such laws and regulations, said agreement) in the procedure of appointing arbitrators or in the arbitration procedure;

(iv) the party was unable to present its defense in the arbitration procedure;

(v) the Arbitral Award contains a decision on matters beyond the scope of the Arbitration Agreement or of a petition in the arbitration procedure;

(vi) the composition of the Arbitral Tribunal or the arbitration procedure is in violation of the laws and regulations of the country to which the place of arbitration belongs (if the parties have reached an agreement on the matters concerning the provisions unrelated to public order in said laws and regulations, said agreement);

(vii) according to the laws and regulations of the country to which the place of arbitration belongs (if the laws and regulations applied to the arbitration procedure are laws and regulations of a country other than the country to which the place of arbitration belongs, said other country) the Arbitral Award is not final and binding, or the Arbitral Award has been set aside or its effect has been suspended by a judicial body of that country;

(viii) the petition filed in the arbitration procedure is concerned with a dispute which may not be subject to an Arbitration Agreement pursuant to the provisions of Japanese laws and regulations; or

(ix) the content of the Arbitral Award is contrary to public policy in Japan.

6. Funding Arrangement

6.1 Are there restrictions to the use of contingency, alternative fee arrangements or third-party funding at the jurisdiction? If so, what is the practical and/or legal impact of such restrictions?

There is no restriction as to the use of contingency or alternative fee arrangements in Japan. Also, there has been no substantial discussion in Japan of whether a third-party funder can pay a part or all of the litigation costs in return for a share of the proceeds of the litigation or arbitration upon its successful results. Although such third-party funding is not specifically prohibited under Japanese law, it should be noted that it is illegal for a person who is not an attorney or a legal professional corporation to act as an intermediary between a client and an attorney in connection with any lawsuits or arbitration for the purpose of obtaining compensation (Articles 72 and 77(iii) of the Attorney Act).

7. Is there likely to be any significant reform of the arbitration law in the near future?

It is unlikely that there will be any significant reform of the arbitration law in the near future. However, it should be noted that the Japan Commercial Arbitration Association, one of the major commercial arbitration institutions in Japan, has amended its arbitration rules to take into account the trends evolving from the modernization of arbitration rules of other arbitral institutions and of the UNCITRAL Arbitration rules. Such amendments include the introduction of expedited procedures and procedure for appointment of emergency arbitrators.

References:

T. Kojima et al., Chusai-Ho (Gendai Horitsugaku Zenshu No 59, 1999)
Masaaki Kondo *et al.*, Arbitration Act Commentary (2003)
Takeshi Kojima and Akira Takakuwa Ed., Chushaku to Ronten, Chusai Ho (2007)
A. Taniguchi and I. Suzuki Ed., Law and Practice of International Commercial Arbitration (2016)