〈ARTICLE〉

Commercial Arbitration: A Dimensional Concept of Mediation —Korean Experience—(II)*

by Sang Hyun Song**

VI. Commercial Arbitration in Korea

1. Concept of Arbitration

While it is common to equate the adjudicative process only with judicial decision-making, in truth it should not be so narrowly confined. Adjudication is a method of making decisions in controversies submitted not only to judges but also to officials in administrative agencies, or quasi-judicial officers. A labor arbitration, essentially utilizes the adjudicative method.

Thus, arbitration is usally defined as "a process for the adjudication of disputes by which the parties agree to be bound by the decision of a third person or body in place of a regularly organized tribunal." This definition anticipates that arbitral hearings shall follow the formal order of adjudicative trials. It is not, however, necessary to strictly follow all the technical rules of procedure and evidence adhered to by the courts. Arbitration rather implies that, to reconcile their conflicting claims, the parties authorize a third party to objectively determine their rights for them. Arbitration, as a method of dispute resolution, has always been utilized to decide controversies related to claimed breach of contract.[6] Arbitration has invariably been used to settle only civil controversies. The use of the term "award" in relation to arbitration lends

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(6) Sang Hyun Song, Study on the International Commercial Arbitration, *Seoul Law Journal* (Law Research Institute, Seoul National Univ.), Vol. XXIV, No. 2-3, (1983. 9), pp. 164, 165.

further support its such function. A question arises whether arbitration is a kind of adjudication rather than a conciliation in its nature and function. Further question arises whether arbitration is a viable response to popular dissatisfaction with the judicial resolution.

2. Types of Disputes Processed under the Arbitration Act

Although the history of arbitration, mediation and conciliation in Korea dates back to the older dynasties, the practice of commercial arbitration as known in Western countries is only a recent phenomenon. The primary law regulating arbitration in Korea is the Arbitration Act, promulgated in 1966, and the Commercial Arbitration Rules, approved by the Supreme Court. The Korean Commercial Arbitration Board (KCAB) serves as the secretariat in charge of its operation. Prior to the enactment of the Arbitration Act, commercial disputes could only be brought to the civil courts.

Article 1 of the Arbitration Act states that "...this law purports to facilitate the settlement of any dispute in private law without recourse to judicial procedures but by the awards of an arbitrator (arbitrators) through agreement between the parties concerned." The scope of the Arbitration Act encompasses any dispute in private law. Within the meaning of arbitration in private law, commercial arbitration is further specified and therefore qualified. Some writers argue that the clear-cut distinction between public and private laws can no longer be in existence in the contemporary world. While evaporation of such a distinction is a trend and might be abandoned some day, the distinction between public and private laws is still valid among the positive laws of various civil law countries. Hence, any settlement of a dispute by arbitration, where the applicable law is the Arbitration Act, must be in the nature of private law under the national law. Under the Act, controversies in the nature of private law arising from the "commercial transactions" can be settled by arbitration, if the parties have agreed to do so.

3. Arbitration Agreement.

The parties may agree to arbitrate at any stage of the proceedings, before

or after a dispute arises between them. An arbitration agreement shall enter into effect when the parties have reached agreement to settle by arbitration, either in whole or in part, any dispute that has arisen or that may arise in the future between the parties with respect to controversies in private law. However, this shall not apply to those not disposable by the parties concerned.(7)

The parties to an arbitration agreement shall abide by the arbitral award, and the Act prohibits any direct recourse to a court from being filed by either party to a valid arbitration agreement.(8) A suit may be brought to a court only when the said arbitration agreement is invalid, has lost effect or is incapable of performance.

4. Organizational Aspects of Arbitration Proceedings

a) Arbitration Committee

The Korean Commercial Arbitration Committee is established for the purpose of impartial administration of the arbitration proceedings under the Rules.(9) However, the Arbitration Committee itself shall not render any arbitral award. The Assistant Minister of the Ministry of Trade and Industry, the Executive Vice President of the Korea Chamber of Commerce and Industry, and the Executive Vice President of the Korean Traders Association shall be ex-officio members of the Arbitration Committee and the other members shall be nominated by the Chairman from among those who have knowledge and experience in the field and/or from among the Directors of the K.C.A.B.

The Chairman, who is the president of K.C.A.B., shall represent the Arbitration Committee and supervise its overall affairs. In case the Chairman is unable to perform his duties, a committee member designated by the Chairman shall act in his place. The Secretary General of the K.C.A.B. shall be the Executive Secretary of the Arbitration Committee. The Executive Secretary shall administer all the affairs of the Arbitration Committee.

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(7) Art. 2 of the Arbitration Act.
(8) Art. 3 of the Arbitration Act.
(9) Art. 2 of the Commercial Arbitration Rules.

The K.C.A.B. maintains a candidate list of Arbitrators and Arbitrators shall be appointed therefrom in accordance with the provisions of the Rules. While it is not exactly clear how the names of the eligible candidates are filed, the K.C.A.B. presently maintains about 440 persons from lawyers, representatives of various associations, businessmen, foreigners, professors, representatives of specialized organizations, C.P.A.'s and patent attorneys. For the purpose of settlement of a dispute between the parties, one or more Arbitrators appointed under the provisions of the Rules, shall constitute a Commercial Arbitration Tribunal.(10) The Office of the Tribunal shall be set up in the headquarters of the K.C.A.B.

The K.C.A.B. shall designate one or more Tribunal Clerks from among the employees of the Secretariat to carry out the clerical affairs concerning each dispute for arbitration.

b) Capacity of Arbitrator and its Appointment

Any person, including a foreigner, is, in general, eligible to be an arbitrator except those who are disqualified by law. The primary bases for disqualification are incompetency, bankruptcy, imprisonment or suspension of civil rights.(11) An arbitrator shall be the person who is expected to render the "virtuous judgment" in an arbitration. For an arbitrator in Korea, whether of Korean nationality or foreign, is expected to play an essential role in the arbitration process, and considered more than the "master of proceedings." There is no training program for arbitrations in Korea, but the K.C.A.B. often holds various educational seminars for commercial arbitration for lawyers and businessmen.

The parties may decide the method of appointment and the number of arbitrators in an arbitration agreement. When an arbitration agreement contains no stipulation concerning the appointment of arbitrators, each party may appoint one arbitrator.

(10) Art. 5 of the Commercial Arbitration Rules.
(11) Art. 5 of the Arbitration Act.

In case an agreement to arbitrate concerning legal problems arising from commercial transactions contains no stipulation regarding the appointment of arbitrators or in case the intention of the parties concerned is not known, such matters shall be presumed to be disposed of in accordance with the Commercial Arbitration Rules.

In an arbitration in private law, each party appoints one arbitrator. When one of the parties to an arbitration agreement refuses to appoint an arbitrator, or in case the arbitrator so appointed fails or refuses to fulfill his duties due to his natural disability or death, the court, upon the request of the other party, appoints an arbitrator within seven days of such request.(12)

Absent appointment by the parties, the Secretariat of the Korean Commercial Arbitration Board furnishes both parties with a list of several qualified arbitrators from which the parties may select a panel of arbitrators.(13) Then each party returns that list to the Secretariat within thirty (30) days from the mailing date after crossing off any names of the candidates to which he objects and indicating a neutral, or other arbitrator, and the order of his preference by number. The Secretariat selects the arbitrators in accordance with the designated order of mutual preference. The nationality of a sole or neutral arbitrator shall be the nationality of a third country. If there has been no agreement by the parties concerned as to the number of arbitrators, the number shall be three. The selection method is quite unique, but useful to prevent a delay in selecting arbitrators.

c) Challenge of Arbitrator

A party may challenge an arbitrator before a court on the same grounds as applied to judges of the civil court. Those disqualifying reasons are such as a judge's marital or family relationship with a party, financial interest with a party, an experience as legal representative (counsel) for a party or expect witness, and possibility of prejudice or impartiality. However, a party may not

(12) Art. 19 of the Commercial Arbitration Rules.
(13) Art. 20, 21 of the Commercial Arbitration Rules.

challenge an arbitrator on the ground of prejudice or impartiality alone after he has already made a statement before the said arbitrator.[14] In commercial arbitration, however, the sole arbitrator or the neutral arbitrator is bound to disclose to the Secretariat of the Commercial Arbitration Board any circumstances that might create a presumption of bias or which, in his mind, might disqualify him as an impartial arbitrator. Upon receipt of such disclosure of information the Secretariat promptly releases it to the concerned parties. If no objection is raised within fourteen (14) days, the non-objecting party is considered to have waived his right to object.[15]

5. Arbitration Procedures

a) Applicable Rules of Procedure

The applicable rules that regulate arbitration procedures may be determined primarily by provisions in the agreement between the concerned parties. In case no agreement has been reached between the parties, the provisions of the Arbitration Act shall apply. Those procedural matters which the Act has not provided for shall be decided by the arbitrator(s).[16] The arbitrator must hold a hearing in the presence of the parties prior to making an arbitral award.[17] Failure of the arbitrator to hold a hearing at which the parties may present their arguments is a ground for suit for cancellation of an arbitral award.[18]

In the commercial arbitration the procedures are specifically regulated. If an agreement as to procedures has not been reached between the parties or the intention of the parties is not known, they shall be presumed to be conducted in accordance with the Commercial Arbitration Rules.[19]

b) Initiation of Arbitration

i) Request for Arbitration

A party to an arbitration agreement may initiate commercial arbitration by

(14) Art. 6 of the Arbitration Act.
(15) Art. 25 of the Commercial Arbitration Rules.
(16) Art. 7 of the Arbitration Act.
(17) Art. 8 of the Arbitration Act.
(18) Art. 13 of the Arbitration Act.
(19) Art. 8, Para. 2 and Art. 44, Para. 2 of the Commercial Arbitration Rules.

making a request for arbitration pursuant to the Commercial Arbitration Rules. The requesting party (claimant) must file the necessary documents with the Secretariat of the Korean Commercial Arbitration Board and pay fees fixed by the Rules.[20] The necessary documents are an agreement on arbitration, a written request for arbitration and documentary evidence supporting the claim in the request. Representation by lawyers is permitted. In the written request for arbitration the requesting party should state the purpose and grounds for the request including the method of proof. Upon receipt of the written request, a notice of arbitration is served by the Secretariat on both parties.[21] Once arbitration has been requested, the requesting party may make a new claim or amend the original claim by filing an amended written request. However, the claimant may not add to or amend the claim without the consent of the arbitrator after the arbitrator has been appointed. The respondent may submit a counterclaim until the date of the second hearing.

ii) Answer to Request

An answer to the request for arbitration is discretionary. A failure to file an answer does not delay the arbitration proceedings. However, the respondent may file a written answer within thirty (30) days from the date of mailing by the Secretariat of the notice of request for arbitration with the Secretariat accompanied by documentary evidence, if any, supporting the assertions stated in his answer.[22]

iii) Forum

The Commercial Arbitration Rules, recognizing that the place of arbitration is important, provide that the parties may agree on the place at which the arbitration proceedings are held. If the parties do not so agree, the Secretariat has the power to fix it.[23]

c) Settlement by Conciliation (Amiables Compositeurs)

(20) Art. 9 of the Commercial Arbitration Rules.
(21) Art. 10 of the Commercial Arbitration Rules.
(22) Art. 11 of the Commercial Arbitration Rules.
(23) Art. 16 of the Commercial Arbitration Rules.

Article 17 of the Rules specifically provides that after filing of the request for arbitration the Secretariat shall, upon the request of one or both parties, attempt to settle their dispute by conciliation through amicable agreement between the parties without recourse to appointment of the arbitrator or taking the steps toward arbitration proceedings.

The Secretariat designates one or more conciliators from among the panel of arbitrators. The conciliation proceedings are determined by the conciliators so designated.(24) If the conciliation succeeds, the results have the same legal effect as an arbitral award.(25) Although it may be extended by agreement between the parties, the time limit for conciliation is, in principle, thirty (30) days. If conciliation fails, arbitration proceedings must be resumed by appointment of the arbitrator(s). Once arbitrators are appointed, the arbitration proceedings will be conducted.(26) But there is always a possibility that either the arbitrators will suggest a compromise, or both parties may settle the case by compromise before the award is rendered.

d) Hearings

i) Actual Conduct of Hearing

Pursuant to the Commercial Arbitration Rules and also to the Arbitration Act must the arbitrators afford full and equal opportunity to both parties for the presentation of any materials or relevant argument. However, the arbitrator may vary the procedure when he considers it necessary, provided that the procedural ruling of the arbitrators, if there are more than one, is decided by a simple majority. In one of the recent cases, the terms of reference, which is provided for in the International Chamber of Commerce Arbitration Rules, was introduced and the parties were ordered to prepare it. The subsequent proceedings of the arbitration were conducted in accordance with it with much efficiency. If a party has been denied an opportunity to be heard, this will be sufficient grounds for cancellation of the award.

(24) Art. 17, Para. 2 of the Commercial Arbitration Rules.
(25) Art. 17, Para. 3 of the Commercial Arbitration Rules.
(26) Art. 17, Para. 4 of the Commercial Arbitration Rules.

Upon fixation for time, date and place[27] a hearing commences before the tribunal by attendance of the parties or their legal counsels and other persons having a direct interest in the arbitration.[28] The claimant presents his statement on the purport and grounds of his claim, and introduces documentary evidence and witnesses.[29] The respondent presents his defence and introduces his documentary evidence and witnesses. The absence of a party would not necessarily prevent proceedings from being conducted.[30] The tribunal has a discretionary power over the admissibility of evidence.[31] In any event, evidence is introduced and witnesses and expert witnesses examined in the presence of all the arbitrators and parties. Witnesses should not be forced to take an oath, and common sense and fair play would require that they be subject to cross-examination. For simpler and more expeditious proceedings, the submission of affidavits of witnesses in lieu of oral testimony is encouraged in practice, without prejudice to the right of cross-examination. The arbitrator, being authorized to decide the case, necessarily has the privilege of interrogating parties and witnesses and requiring them to answer questions and produce evidence. The arbitrator may conduct an inspection or investigation in connection with the arbitration and may, with the consent of the concerned parties, issue an order to safeguard property which is the subject matter of the arbitration without prejudice to the rights of the parties or to the final determination of the arbitration.[32] In the event that the arbitrator is legally incapable of examining evidence which is essential to an award, he may obtain assistance from a competent court by filing an application, although the tribunal of itself has no authority to summon witnesses or documents (subpoena duces

(27) Art. 27, Para. 1 of the Commercial Arbitration Rules.
(28) Art. 32, Para. 1 of the Commercial Arbitration Rules.
(29) Art. 41 of the Commercial Arbitration Rules.
(30) Art. 37 of the Commercial Arbitration Rules.
(31) John J. Cound, Jack H. Friedenthal, Arhtur R. Miller, Civil Procedure (West Publishing Co., St. Paul, Minn., 1974), p. 773.
(32) Song Kun Liew, Commercial Arbitration in Korea with Special Reference to the Uncitral Rules, Introduction to the Law and Legal System of Korea (Edited by Sang Hyun Song) (Kyungmoonsa, Seoul, 1983), pp. 764, 765.

tecum).[33]

The proceedings of the hearing must be conducted in camera with recording by a qualified clerk. Clerks in Korea normally summarize the testimony by hand. However, upon request by the parties, the service of a stenographer or tape recording can be made available. The record shall note the date and time of hearing, appearance of parties, names of witnesses and substance of their testimony, objections and resolutions, and such other matters as will be helpful to a full understanding of the case. Any documents, evidence or other written materials which the parties submit to the Secretariat or the tribunal may be produced in a foreign language, but if the Secretariat or the tribunal finds it necessary, the parties must have them translated into Korean.

Unless otherwise agreed upon by the parties, the time-limit of the hearing will generally be thirty (30) days. However, if the arbitration agreement does not provide for a longer period of arbitration, the parties may be allowed to extend the proceedings[34] and any extention or limit of time in the course of arbitration proceedings will have to be made with the consideration of the three months time limit.

ii) Arbitral Proceedings Without Oral Hearings

As a general rule, proceedings under the Arbitration Act are generally oral. The parties may, by written agreement, resort to arbitration without an oral hearing.[35] In such case, the Secretariat requests such parties to submit their respective contentions in writing, including a statement of facts and causes of arbitration accompanied by evidence within fourteen (14) days from the date of notice by the Secretariat.[36] The Secretariat then serves each party with a copy of the statement and evidence submitted by the other party. Each party may in turn reply within fourteen (14) days.[37]

Upon receipt of such replies by both parties, the Secretariat transmits all the

(33) Art. 9 of the Arbitration Act (cooperation of court).
(34) Art. 11, Para. 5 of the Arbitration Act.
(35) Art. 44, Para. 1 of the Commercial Arbitration Rules.
(36) Art. 44, Para. 3, 4, 5 of the Commercial Arbitration Rules.
(37) Art. 44, Para. 6 of the Commercial Arbitration Rules.

evidence and documents to the arbitrators. The tribunal is then convened and an arbitral proceeding conducted without an oral hearing shall be regarded as terminated.

Arbitral hearings should be as informal and expeditious as possible and should avoid technicalities. The technical rules of evidence should not apply strictly. The arbitrator should be guided by common sense and the rules of fair play, having in mind the demands of substantial justice. It is interesting to note in Korea that how the arbitration hearing is conducted often depends upon the background of the arbitrators. If the tribunal is composed of lawyers, they tend to conduct the whole procedure in the legal technical ways similar to the lawsuit. On the other hand, if the tribunal is composed of businessmen running the same business as that of the parties, they try to secure some concession from both parties so that a compromised conclusion can result. While Such a way of conducting an arbitration proceedings does have some merits, it would sometimes be unfair or even detrimental to the party who has 100% winning cause.

6. Award

b) Requirements of the Award

An award must be made not later than thirty (30) days from the date of closing the hearing in commercial arbitration.[38] A simple majority is required when an award is made by arbitrators.[39]

An arbitral award shall have the same effect between the parties as a final judgment by a court.[40]

In addition to monetary relief, special remedies, such as the specific performance of a contract, or any remedy or relief within the scope of the arbitration agreement of the parties may be granted. The tribunal may also assess the party or parties reasonable fees, costs or expenses, and remuneration for the

(38) Art. 48 of the Commercial Arbitration Rules.
(39) Art. 11 of the Arbitration Act.
(40) Art. 12 of the Arbitration Act.

arbitrators.[41] If during the course of arbitration the parties settle their dispute by compromise, the terms of the compromise may be set forth in the award upon the request of the parties.[42]

b) Challenge of the Award

Only a judicial challenge of the award is stipulated in the Arbitration Act. The so-called non-judicial challenges such as appeal to the arbitrator or to the Arbitration Board are not provided for.[43] Article 13 of the Arbitration Act states the grounds for a suit for cancellation of the arbitral award:

1. When the appointment of the arbitrator or arbitration procedures are not in accordance with the provisions of this Act or with the stipulations of the arbitration agreement;
2. When, in the appointment of an arbitrator or in arbitration procedures, a party is incompetent or his representative has not been lawfully selected;
3. When an arbitral award provides for the performance of such an act as is prohibited by law;
4. When, in arbitration procedures, the parties have not been heard without due cause or no grounds for arbitral award have been given; and
5. When the grounds are present for a lawsuit under Items 4 through 9, Article 422 of the Code of Civil Procedure.

The causes under item (5) above are: a forced confession made by a criminally punishable act of another person; a document or any other object used as evidence which is forged or fraudulently altered; false testimony of a witness such as an expert witness, interpreter, or legal counsel; a civil or criminal judgment, any other decision or administrative disposition which has been subsequently altered on which the judgment (award) is based; and, omitted matters such as newly discovered evidence, which may materially affect the judgment (award).

The award should be based on findings of facts as determined by arbitrators.

(41) Art. 51 of the Commercial Arbitration Rules.
(42) Art. 52 of the Commercial Arbitration Rules.
(43) Song Kun Liew, *op. cit.*, p. 766.

The rights and obligations of the parties need not be determined in accordance with provisions of law. Indeed, in arbitration the parties often do not invoke legal provisions in support of their respective claims. Rather, they trust in the sense of fairness of the arbitrator; given the facts, what should be paid, done or omitted by one party in relation to another is for the arbitrator to determine in an effort to achieve what he perceives to be a just, fair and satisfactory relationship between the parties, rather than consideration given to what may be their rights and obligations under the law. What is therefore important is that the arbitrator acquire an accurate knowledge of the true facts, not a mastery of the law.

7. Enforcement

The arbitral award may be enforced in Korea. An additional measure has been provided in order to facilitate settlement of commercial arbitration. If the losing party in arbitration is not willing to abide by the award, compulsory execution of that award may be obtained by the winning party in the form of a judgment of execution from a court. A judgment of execution contains a declaration that provisional execution may be made with or without any deposit of a sufficient bond. However, a judgment of execution may not be made where a ground exists for cancellation of the award, or the legality of the award is in doubt.[44]

In commercial arbitration, when and if a party fails to abide by the decision of the tribunal, the Commercial Arbitration Board may recommend to the competent authorities of the government to take necessary administrative measures against such a party. This unique provision is obviously aimed at facilitating the effective implementation of an arbitral award prior to seeking judicial enforcement thereof.

VII. Concluding remarks

Talking of the commercial arbitration, merchants and tradesmen once thought

(44) Art. 14 of the Arbitration Act.

that commercial arbitration would help cut their legal costs in certain contract disputes, but lawyers managed to acquire control of arbitration. It is easily noticeable that conciliation/mediation mechanism does not work as it should. Korean commercial arbitration system is an agency model based on the formal legal system from its inception. While it is thus true to certain extent that the procedure tends to be getting more legalistic, still the commercial arbitration system as a whole is a success in terms of the frequency at which businessmen use it, in terms of voluntary compliance by the parties and in terms of speediness at which the disputes are solved.

There really is something different about the latest preoccupation with developing non-adversarial alternatives to courts, litigation, lawyers, and judges. First, When people who promote alternative dispute settlement programs today talk about their ideas of the future, they have in mind changes not only in the way certain kinds of legal cases are processed, but in the legal process itself. Lawyers should learn to think mediation and negotiation in law school, just as they have traditionally learned to think litigation and adjudication.

Second, the dispute settlement activists today represent an array of unusually disparate occupational groups and social classes. The cultivation of mechanisms will help free the courts from the needless litigation threatening to short-circuit our judicial networks.

The dispute settlement movement is not a mere conversation piece for legal elites. Grassroots organizations like the one in the Philippines and San Francisco should lead campaigns to provide opportunities outside the courts for greater popular participation in the administration of justice.

There is little doubt that there has been a steady increase in the use of courts and that this rate began to gallop during the 1960's. Public expenditures have kept pace: the annual budget of the district courts was more than ten times in 1980 what it had been only twenty years before in Korea. Yet the legal profession in Korea has been standing idle in the face of these developments.

The law has emerged as the most accessible instrument for adjusting ever-enlarging classes of conflicts for which one had previously supposed the courts offered no solution. Lawyers today hear more of the problems we would once instinctively have brought to a paterfamilias, village elders, or neighborhood ward-heeler, etc. Problems we would once have socially absorbed as part of the natural order are now laid at the doorstep of the district court. Problems that we once assumed to be "private" now seem "public" and ripe for review in a house of law.(45)

There are differences of opinion among dispute settlement advocates as to the explanations of these events and their implications for understanding what is happening to the character of social life. One view, held by many of the "legal elites", blames these developments for precipitating a crisis in the ability of our judicial system to operate with optimal efficiency. Its proponents maintain that too much "frivolous" litigation is "clogging the courts", threatening a caseload congestion that may cause a breakdown in our judicial machinery. The situation is due largely to the "omnipresence" of government in areas of our life where it does not belong: we have all been overrun by regulation.

Their solutions are cast in an almost wistful subjunctive mode: if only there were less regulation, but more judges and more alternatives to the courts for the resolution of disputes, then the "right" kinds of cases, the kinds of cases the courts were meant to hear, would proceed to formal adjudication. Other disputes would take care of themselves through other kinds of processes.

Others have a different interpretation of the dispute settlement crisis. We see in it a challenge to society to provide effective access to institutions formally designed to deliver justice. The legal events of the past twenty years do not in themselves constitute a "social problem" that needs to be "solved." It is not the ability of the various mechanisms for the settlement of disputes to perform some preternaturally defined function in some predetermined way that is at

(45) See Earl Johnson, Jr., The Justice System of the Future, Access ot Justice and Welfare State (edited by Mauro Cappelletti), pp. 183-209.

stake. Lacking is any real opportunity for popular participation in the administration of justice. The development of alternative methods for the settlement of disputes may be one way to constructively respond to this average people's sense of disengagement from social, political, and legal processes.

The dispute settlement movement is many things to many people. Indeed, there really is no "dispute settlement movement" as such, with an agenda, a leadership, and beliefs about institutional life that all its constituencies hold in common. There are, rather, several dispute settlement movements and several different ways of thinking about how to respond to the dispute settlement "crisis".(46) Whether a clear direction will take shape in the thick of the discussion remains to be seen.

(46) Gaudioso C. Sosmena Jr., op. cit., p. 17.