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Liber Amicorum Christian Borris

edited by

Rudolf Hennecke
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Preface

This *liber amicorum* honours Christian Borris on the occasion of his 70th birthday by focusing on a subject to which he has made particularly impactful and influential contributions over the course of his career: the participation of third parties in arbitration. The participation of third parties in arbitration proceedings is a subject that presents many – at times highly complex – challenges. It is characteristic for Christian Borris that he has not shied away from these challenges but has devoted particular attention to them.

The readers of this book will be familiar with Christian Borris in his capacity as one of the most in-demand arbitration practitioners in Germany and beyond, with more than 250 arbitrations as either arbitrator or counsel. Many younger professionals (including the editors of this volume) have benefited greatly from his mentorship and his vast experience, which he shares generously. Many more have attended his lectures at the University of Cologne, where he holds an Honorary Professorship, or at the Humboldt-Universität zu Berlin, where he is a Regular Guest Lecturer in the International Dispute Resolution Master Lecture Series.

Christian Borris looks back on more than four decades of practice in the field of international arbitration. In the current environment, with more conferences on arbitration topics than any (working) practitioner could possibly attend, it is all too easily overlooked that during his formative years, arbitration was nowhere near where it is today. Particularly in Germany, prior to the establishment of the German Arbitration Institute (DIS) in its current form (in 1992) and prior to the adaptation of the UNCITRAL Model Law (in 1998), arbitration was still in a stage that has aptly been described as '*Dornröschenschlaf*'. His early dedication to the field is all the more remarkable. Throughout his career, Christian Borris has never ceased to contribute to the continuous development of arbitration in the world of modern business – at times significantly expanding the reach of arbitration to new fields.

Christian Borris studied law at the Universities of Giessen and Cologne and in 1983 obtained a Master of Laws degree (LL.M.) from the University of Miami School of Law, USA. Following his doctoral degree in law (Dr. iur.) from the University of Cologne, Germany, and his second state exam (both in 1986), he became a legal assistant to Karlheinz Böckstiegel, the supervisor of his doctoral thesis and the then president of the Iran-United States Claims Tribunal in 1987.

With Karlheinz Böckstiegel, Christian Borris shares not only a sharp legal mind, but also a keen sense of the practical relevance of legal concepts and ideas. These traits laid the foundation for his career at Deringer Tessin Herrmann & Sedemund, which he joined in 1989, and where he became a partner in 1995 and his subsequent work at Freshfields Bruckhaus Deringer (following the mergers of Deringer Tessin Herrmann & Sedemund with Freshfields and Bruckhaus Westrick Heller Löber, both in 2000).

His keen practical sense also served him in good stead when the German Federal Court of Justice (BGH) issued its first two decisions on the 'arbitrability' of shareholder resolution disputes (*Beschlussmängelstreitigkeiten*) based on arbitration agreements in the articles of association of limited liability companies. Taking guidance from the prerequisites formulated by the BGH, he developed the Supplementary Rules for Corporate Law Disputes (DIS-CDR), which the DIS released in 2009. The DIS-CDR –

for the first time under German law – provided a legally secure basis for arbitrations seated in Germany concerning shareholder resolution disputes within limited liability companies. The DIS-CDR have not only proven their reliability and usefulness in many arbitration proceedings since. They have also inspired many other arbitral institutions in other countries to follow suit and issue similar or comparable supplementary rules.

Expanding on the successful idea of the DIS-CDR, Christian Borris was also one of the driving forces behind the development of the Supplementary Rules for Third-Party Notices (DIS-TPNR), which the DIS released in 2024. The DIS-TPNR provide for the transfer of the German law concept of *Streitverkündung* into DIS arbitrations: The DIS-TPNR contractually bind a third party to an award rendered in an arbitration conducted pursuant to the DIS-TPNR. In a modern business context, where contractual relationships increasingly involve more than only two parties, the DIS-TPNR are a valuable tool for addressing some of the pressing legal (and specifically procedural) issues posed by multi-contract and multi-party arbitrations.

This book is offered as both a tribute and an invitation: a tribute to a practitioner and teacher whose work has broadened the scope of arbitration, and an invitation to continue the discussions he initiated with rigor, openness and a sense of practical solutions. We hope that the contributions collected here will help arbitrators, counsel, institutions and scholars to confront the realities of multi-party and multi-contract disputes and refine the tools that make arbitration fit for modern commerce.

We are grateful to the authors, reviewers and colleagues who contributed their time and insights to this project, as well as to the many students and practitioners whose ongoing engagement with Christian's ideas ensures they continue to flourish. Above all, we thank Christian Borris, a mentor, colleague and friend whose generosity of spirit matches his intellectual and professional achievements.

With admiration and gratitude, we dedicate these pages to him – and to the many years of thoughtful work and collegial exchange still to come.

Cologne, March 2026

Rudolf Hennecke, Sebastian Kneisel and Konstantin Tschöpe

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