

September 12, 2026

Gluck v Endzweig & Anor [2026] EWCA Civ 145 — When Does a Decision Actually Become a Decision?

Gluck v Endzweig & Anor

[\[2026\] EWCA Civ 145](#)

Court of Appeal (Civil Division)

Lord Justice Dingemans (with whom Lord Justice Phillips and Lord Justice Lewis agreed)

20 February 2026

Key Words

Arbitration Act 1996 — Beth Din arbitration — Enforcement of awards — Finality of arbitral awards — Section 57 — Section 58 — Section 66 — Party autonomy — Correction of awards — Unlimited amendment clause — Repugnancy — Severance — Religious arbitration — Arbitration agreement — Enforceability of awards — Functus officio — Contractual interpretation.

1. Headnote

1. The Appellant sought to enforce a Beth Din arbitral award made pursuant to a share purchase dispute concerning a deferred purchase price adjustment mechanism contained in a Share Purchase Agreement governed by English law. [2]-[3], [6]-[13]
2. The arbitration agreement provided that it would be valid according to the Arbitration Act 1996 but also conferred authority on the Beth Din to “amend and add to and change the Judgement they have given, at any time”. [4], [10], [44]-[45]
3. After the Beth Din issued a Second Award in favour of the Appellant, a subsequent Third Award reduced the amount payable following a purported review of the calculations. [13]-[15], [23]-[25]
4. HHJ Pelling KC granted permission to enforce the Second Award under section 66 of the Arbitration Act 1996, but HHJ Keyser KC subsequently set aside that enforcement order on the basis that the parties had agreed a broad and unrestricted power of amendment. [21], [26], [29]-[31]
5. The principal issue was whether a valid arbitration governed by the Arbitration Act 1996 could coexist with an unlimited contractual power allowing arbitrators to amend awards at any time. [5], [37], [45]-[54]
6. The Court of Appeal held that such a provision was incompatible with the fundamental

requirement that an arbitration award must be capable of becoming final and binding. [47]-[54], [56]

7. The unlimited amendment clause was held to be repugnant to the arbitration agreement as a whole and was severed, leaving the default correction regime in section 57 of the Arbitration Act 1996 to apply. [55]-[57]
8. Because the statutory time limits under section 57 had not been complied with, no valid amendment had been made to the Second Award and it remained enforceable. [57], [59]
9. The appeal was allowed and the enforcement order originally made by HHJ Pelling KC was restored. [59]-[60]

2. Material Facts

1. In June 2019 the Appellant, Mr David Gluck, sold a 50% shareholding in Net Pex Ltd to the Respondent, Evertop Limited, with Mr Chaim Yaakov Endzweig acting as guarantor for the deferred purchase price. [2], [6]
2. The SPA provided that disputes would be governed by English law and finally resolved by arbitration before the Beth Din. [6], [44]
3. A dispute subsequently arose concerning the operation of a purchase price reduction mechanism contained in Schedule 7 of the SPA. [3], [7]-[8]
4. The parties entered into an arbitration agreement dated 11 December 2019 appointing two Rabbis as arbitrators and stating both that the agreement would be valid according to the Arbitration Act and that the Beth Din could amend any judgment it had given “at any time”. [9]-[10]
5. The Beth Din issued a First Award on 15 March 2024 determining that the Respondents were entitled to a purchase price reduction and directed a further hearing on quantum. [12]
6. The Beth Din issued a Second Award on 28 May 2024 ordering payment of £459,228.03 to the Appellant. [13]
7. Following communications regarding alleged calculation errors, the Beth Din indicated that aspects of the award were being reviewed. [14]-[15], [23]
8. The Appellant obtained permission to enforce the Second Award under section 66 of the Arbitration Act 1996 on 8 November 2024. [21]
9. The Beth Din subsequently issued a Third Award on 10 February 2025 reducing the amount payable to £258,974.85. [25]
10. HHJ Keyser KC later set aside the enforcement order on the basis that the parties had agreed an unrestricted power permitting review of the award beyond the default statutory regime. [26], [29]-[31]

3. Issues

1. Whether the arbitration agreement could properly be construed so as to give effect both to the intention to create an enforceable arbitration under the Arbitration Act 1996 and to the unlimited amendment clause permitting awards to be amended “at any time”. [37(1)], [43]-[54]
2. Whether the unlimited amendment clause was repugnant to the arbitration agreement as a whole and should therefore be disregarded. [37(2)], [55]-[58]
3. Whether HHJ Keyser KC had been correct to set aside the enforcement order made by HHJ Pelling KC. [37(3)], [59]-[60]

4. Decision

1. The Court held that the arbitration agreement could not validly permit arbitrators to amend awards indefinitely without any point of finality. [47]-[54]

2. The unlimited amendment clause was inconsistent with the essential characteristics of an enforceable arbitration award under the Arbitration Act 1996. [47]-[49], [54], [56]
3. The unlimited amendment clause was therefore repugnant to the arbitration agreement and could not be given legal effect. [55]-[56]
4. The section 57 default correction regime consequently applied. [57]
5. The statutory time limits for correction or amendment had not been complied with. [57], [59]
6. The Second Award remained final and enforceable according to its terms. [57], [59]
7. The appeal was allowed and the order of HHJ Pelling KC was restored. [60]

5. Reasoning

1. The Court accepted that party autonomy was a fundamental principle of the Arbitration Act 1996 and that courts should seek, where possible, to uphold the parties' chosen arbitral arrangements. [38]-[39], [43]
2. The Court nevertheless found that the parties had plainly intended to create a valid arbitration capable of producing an enforceable award under the Arbitration Act 1996. [44], [46]
3. The phrase "unless otherwise agreed" in section 58(1) did not permit parties to create a process under which an award would never become final and binding. [47]-[48]
4. An arbitration agreement necessarily contemplated a determination which resolved the dispute by a binding decision. [48]
5. If arbitrators could alter awards indefinitely there would never be a point at which an award could safely be enforced because it would always remain open to revision. [49]
6. The Court rejected HHJ Keyser KC's suggestion that the difficulty could be addressed by the arbitrators declaring themselves functus officio because the unlimited amendment clause would allow that declaration itself to be revisited. [50]
7. The Court also rejected the suggestion that awards could simply be regarded as provisional until expressly declared final because the unlimited amendment clause would still permit subsequent amendment. [50]
8. Although section 57 permitted parties to agree powers of correction, that section did not enable parties to remove finality altogether. [52]-[54]
9. The Court applied established principles governing inconsistent contractual provisions and held that effect must be given to the provisions advancing the contract's central purpose while provisions defeating that purpose must be rejected. [55]
10. The unlimited amendment clause defeated the parties' objective of obtaining a final and enforceable arbitral determination and was therefore repugnant to the arbitration agreement. [56]
11. Once the clause was severed, the statutory correction process under section 57 remained available, although it had not been invoked within the applicable time limits. [57]
12. The Court therefore concluded that the Second Award was final and enforceable and that HHJ Keyser KC had been wrong to set aside the enforcement order. [59]

6. Ratio Decidendi

1. An arbitration agreement governed by the Arbitration Act 1996 must contemplate the making of an award capable of becoming final and binding. [47]-[49]
2. The words "unless otherwise agreed" in section 58(1) do not permit parties to agree a regime under which an award may never attain finality. [47]-[48]
3. A contractual provision conferring on arbitrators authority to amend, add to, or change an

award “at any time” is incompatible with the requirement of finality because it prevents any award from ever becoming reliably enforceable. [49]-[54], [56]

4. Where such a provision is inconsistent with the essential purpose of the arbitration agreement, it is repugnant and must be severed in favour of those provisions that preserve the parties’ intention to obtain an enforceable arbitral award. [55]-[56]
5. Following severance of the repugnant clause, the default correction regime contained in section 57 applies. [57]

7. Disposition

1. The appeal succeeded. [60]
2. The unlimited amendment clause was held to be ineffective. [56]
3. The Second Award remained enforceable according to its terms. [57], [59]
4. The order setting aside enforcement was reversed. [59]-[60]
5. The enforcement order originally granted by HHJ Pelling KC was restored. [60]

8. Held

1. Held, that an arbitration agreement governed by the Arbitration Act 1996 could not validly provide an unlimited power permitting arbitrators to amend awards at any time without any point of finality. [47]-[54]
2. Held, that the unlimited amendment clause was repugnant to the arbitration agreement because it prevented the creation of a final and enforceable award. [55]-[56]
3. Held, that severance of the repugnant clause left the default statutory regime under section 57 to govern corrections and amendments. [57]
4. Held, that no valid correction of the Second Award had been made within the time limits prescribed by section 57. [57], [59]
5. Held, that the Second Award remained final and enforceable. [59]
6. Held, that HHJ Keyser KC had been wrong to set aside the enforcement order. [59]
7. Held, that the appeal would be allowed and the order of HHJ Pelling KC restored. [60]-[62]

Comment

What happens when everyone agrees to arbitration, obtains an award, and then discovers that the award can apparently be changed forever?

You get Gluck v Endzweig & Anor.

*The parties agreed to arbitration before the Beth Din. A Second Award was made requiring payment of **£459,228.03**. Following concerns about alleged calculation errors, aspects of the figures were reviewed and a Third Award was subsequently issued for **£258,974.85**.*

A substantial adjustment.

The real difficulty, however, was not the arithmetic.

It was the wording.

The arbitration agreement gave the Beth Din authority to:

“amend and add to and change the Judgement they have given, at any time”.

At any time.

Not within 28 days.

Not before enforcement.

Not by reference to any defined endpoint.

At any time.

There is an obvious attraction to flexibility. There is rather less attraction to discovering that what appeared to be yesterday's final award may merely have been yesterday's edition.

The Court of Appeal identified the fundamental problem.

*If arbitrators remain free to change an award indefinitely, there is never a reliable point at which the parties can say: **that is the decision.***

And without that point, enforcement becomes decidedly awkward.

The Court held that an arbitration under the Arbitration Act 1996 must be capable of producing an award that becomes final and binding. An unlimited amendment power which allows an award to remain perpetually revisable is incompatible with that requirement.

The Court was not, of course, conducting a psychological inquiry into the parties, their representatives or the Beth Din.

But the dispute provides a useful lens through which to examine a much broader feature of human decision-making:

we are not always terribly good at leaving adverse decisions alone.

Psychology offers several possible explanations for that general tendency.

Loss aversion suggests that adverse outcomes carry greater psychological weight than equivalent gains.

Counterfactual thinking encourages us to replay events and imagine how matters might have unfolded differently.

Motivated reasoning describes the tendency to evaluate information in ways that favour a preferred conclusion.

And **cognitive dissonance** helps explain why an unwelcome result can create pressure to find an explanation that preserves our existing view of events.

None of those concepts tells us what motivated any particular person in Gluck. The judgment makes no such finding.

They do, however, illuminate a more general institutional problem.

Once reconsideration remains permanently available, there is nearly always another point to examine, another interpretation to test, another calculation to revisit or another argument that suddenly appears indispensable.

Give enough intelligence enough time and almost any decision can be made to look temporarily unfinished.

That does not necessarily make the process more rigorous.

Sometimes it simply makes it longer.

And that is one of the reasons legal systems require rules of finality.

The Court of Appeal held that the unlimited amendment clause was repugnant to the purpose of the arbitration agreement because the parties had agreed that their disputes would be finally resolved by arbitration. A provision capable of preventing finality altogether undermined that central objective.

The Court did not reject correction.

Quite the opposite.

Section 57 of the Arbitration Act expressly provides machinery for correcting errors and making additional awards. What the statutory regime also provides, however, is something rather important:

a clock.

Once the unlimited amendment clause could not be given effect, the section 57 regime applied. The relevant statutory time limits had not been complied with. The Second Award therefore remained enforceable, and the original enforcement order was restored.

There is an important distinction here.

A credible decision-making system must be capable of correcting genuine mistakes.

But correction is not the same thing as permanent provisionality.

Nor is endless reconsideration necessarily evidence of procedural sophistication.

Past a certain point, another review may add remarkably little except another review.

For arbitrators, adjudicators, experts, tribunals and other decision-makers, that is worth remembering.

Fairness requires an open mind.

It does not require an eternally open file.

And finality is not achieved because everyone eventually becomes satisfied with the outcome.

That would be convenient.

It would also make dispute resolution a considerably quieter profession.

For an arbitration governed by the Arbitration Act 1996, there must ultimately be a point at which the award becomes final and binding.

That is the narrower legal point in Gluck.

The broader psychological one is rather more uncomfortable:

human beings may always be able to think of one more reason to reconsider a decision.

The function of a proper dispute-resolution system is to know when that reason is no longer enough.

Otherwise, you do not really have a final decision.

You have a draft with delusions of authority.

**#ArbitrationLaw #EnglishLaw #ArbitrationAct1996 #CourtOfAppeal #GluckvEndzweig
#BethDin #RabbinicalArbitration #ArbitralAwards #LegalFinality #ContractLaw
#CommercialDisputes #Severability**

Authorities and Materials

The thematic classifications, descriptions and prioritisation below are editorial. They are not labels or rankings adopted by the Court. The summaries are paraphrases rather than quotations unless expressly indicated. The list is confined to authorities and materials referred to in the judgment and is not intended to be exhaustive of the relevant law.

Case Law

Finality of Arbitral Awards and the Limits of Party Autonomy — Primary Theme

1. **IS Prime Ltd v TF Global Markets (UK) Ltd [2020] EWHC 3375 (Comm), [2021] Bus LR 493** — This was the most directly relevant authority relied upon by the Court in relation to arbitral finality. Dingemans LJ agreed with Andrew Baker J's conclusion that parties cannot agree that the product of their consensual process will neither be nor ever become binding while still characterising that process as arbitration. The authority supported the proposition that an arbitration agreement must contemplate a determination capable of becoming binding upon the parties. [48]
2. **K v S [2015] EWHC 1945** — Referred to in the Court's discussion of section 58 as an example of arbitral arrangements involving institutional review. The case was cited in the context of the principle that party autonomy may accommodate a review mechanism before an award becomes final, provided that the process ultimately produces a final and binding determination. [47]

Decision Under Appeal and Competing Conceptions of Finality — Secondary Theme

1. **Gluck v Endzweig [2025] EWHC 798 (Comm), HHJ Keyser KC** — This was the decision under appeal rather than an independent authority relied upon by the Court of Appeal. HHJ Keyser KC had held that the parties could confer on the Beth Din a power of amendment wider than the default regime in section 57 and without any fixed time limit. He considered that finality could nevertheless arise if the tribunal declared itself *functus officio*, with section 24 available in the event of excessive delay. The Court of Appeal rejected that reasoning because the unlimited amendment clause was itself wide enough to permit reconsideration even of a declaration that the tribunal was *functus officio*. [29]-[31], [50], [59]

Legislation

Finality, Correction and Enforcement under the Arbitration Act 1996 — Primary Theme

1. **Arbitration Act 1996, section 57** — This was one of the central statutory provisions. Section 57 is non-mandatory and permits parties to agree the tribunal's powers to correct an award or make an additional award. In the absence of an effective agreement governing the relevant matter, the statutory default regime applies, including the prescribed time limits. The Court held that the "at any time" provision could not be rendered effective through section 57 because an arbitral award must ultimately become final. Once the unlimited amendment clause

could not be given effect, the parties remained subject to the default section 57 regime; it was common ground that its time limits had not been complied with. [40], [52]-[57], [59]

2. **Arbitration Act 1996, section 58** — Section 58 was fundamental to the Court’s analysis of finality. Although section 58(1) provides that an award is final and binding “unless otherwise agreed by the parties”, the Court held that those words do not permit parties to agree a regime under which an award can never become final and binding. Section 58(2) recognises arbitral processes of appeal or review, but any such process must ultimately culminate in a final and binding award. [41], [47]-[48], [53]
3. **Arbitration Act 1996, section 66** — Section 66 provided the statutory basis for enforcement of the Second Award. The original order permitting enforcement was made under section 66 by HHJ Pelling KC. The Court of Appeal ultimately held that the Second Award remained enforceable because the purported later amendment had not been validly made within the applicable statutory regime, and it restored the enforcement order. [1], [21], [30], [59]-[60]

Challenges, Review Mechanisms and Arbitral Remedies — Secondary Theme

1. **Arbitration Act 1996, sections 67, 68 and 69** — The Court referred to these provisions as the statutory mechanisms respectively governing challenges to substantive jurisdiction, challenges for serious irregularity, and appeals on questions of law. They formed part of the broader statutory structure within which arbitral awards may be challenged while nevertheless progressing towards finality. [42]
2. **Arbitration Act 1996, section 70(2) and section 70(3)** — Section 70 was considered because the statutory scheme requires parties to exhaust available arbitral processes of appeal or review, including the section 57 procedure, before pursuing challenges under sections 67 to 69. Section 70(3) also imposes the applicable 28-day time limit. The provisions formed part of the statutory architecture demonstrating that review and challenge are structured processes rather than indefinitely available opportunities for reconsideration. [34], [42]

Party Autonomy, Mandatory Provisions and Tribunal Control — Tertiary Theme

1. **Arbitration Act 1996, section 1** — The Court relied upon section 1 as expressing the foundational principles of the statutory scheme: fair resolution of disputes by an impartial tribunal without unnecessary delay or expense, party autonomy subject to safeguards required in the public interest, and limited court intervention. Those principles informed the Court’s attempt to respect the parties’ chosen arbitral arrangements while preserving the essential requirement of finality. [38], [43]
2. **Arbitration Act 1996, section 4 and Schedule 1** — The Court referred to section 4 and Schedule 1 when explaining the distinction between mandatory and non-mandatory provisions of the Act. The provisions were relevant to the limits of party autonomy and to the status of section 57 as a non-mandatory provision capable, in principle, of modification by agreement. [39]
3. **Arbitration Act 1996, section 24** — Section 24 arose principally through HHJ Keyser KC’s reasoning below. He considered that excessive delay in completing a review could potentially be addressed by an application to remove the arbitrators for failure to proceed with reasonable despatch. The Court of Appeal referred to that reasoning but did not regard it as curing the more fundamental difficulty created by an unlimited power of amendment. [30], [39]
4. **Arbitration Act 1996, section 47** — Section 47 appeared in the Respondents’ submissions as part of the argument that the Beth Din retained jurisdiction to add to its determination and resolve matters remaining before it. The Court did not base its decision upon section 47, and it is therefore best treated as a background provision rather than part of the ratio. [36]

Procedural Rules

Setting Aside an Arbitration Enforcement Order — Background Theme

1. **CPR 62.18** — The Respondents relied upon CPR 62.18(10) in applying to set aside HHJ Pelling KC's order permitting enforcement of the Second Award. Their application was based upon the contention that the award remained under review and was therefore not final, together with the alleged failure to make full and frank disclosure on the without-notice application. [24]

Contractual and Arbitral Materials

Final Resolution and the Unlimited Amendment Power — Primary Theme

1. **Share Purchase Agreement, paragraph 22.2** — The SPA required disputes arising out of or in connection with the agreement to be “finally resolved” by arbitration before the Beth Din and contemplated enforcement of the resulting award through the courts. The Court treated this wording as important evidence that the parties intended to establish a valid arbitration capable of producing an enforceable determination. [6], [44]
2. **Arbitration Agreement dated 11 December 2019** — The arbitration agreement both declared itself valid under the Arbitration Act and conferred on the Beth Din power to “amend and add to and change” its judgment “at any time”. This “unlimited amendment clause” created the central tension in the appeal: the parties had sought both an enforceable arbitration under the 1996 Act and an unrestricted continuing power to alter the award. The Court held that the latter provision was repugnant to the former objective because it prevented the award from attaining finality. [10], [45]-[46], [56]-[58]

Legal Texts and Commentary

Repugnancy and Contractual Inconsistency — Primary Theme

1. **Chitty on Contracts, Volume I, 36th edition, paragraph 16-086** — This was the principal legal text expressly relied upon in relation to inconsistent contractual provisions. The Court adopted the principle that, where different parts of an instrument are inconsistent, effect should be given to the provision which carries into effect the purpose of the agreement as a whole, while the provision defeating that purpose must be rejected. Applying that principle, the Court held that the unlimited amendment clause was repugnant to the arbitration agreement and could not be given effect. [55]-[56]

Nature of Arbitration Agreements and Binding Decisions — Secondary Theme

1. **Mustill & Boyd, 2nd edition** — The Court referred to Mustill & Boyd in support of the proposition that an arbitration agreement must contemplate a decision which is binding upon the parties. The text was relied upon alongside IS Prime as support for the essential requirement that arbitration culminate in a binding determination. [48]

Legislative Policy and Party Autonomy — Tertiary Theme

1. **Departmental Advisory Committee Report on the Arbitration Bill, February 1996 (DAC Report), paragraph 19** — The Court referred to the DAC Report as identifying party autonomy as a fundamental principle underlying the Arbitration Act 1996. The Report informed the Court's interpretation of section 1(b) and its general approach that parties' agreed arbitral arrangements should, where possible, be respected and upheld. [43]

International Arbitration Framework — Background Theme

1. **UNCITRAL Model Law on International Commercial Arbitration** — The Court referred to the UNCITRAL approach as consistent with the statutory principles of party autonomy, limited judicial intervention and effective arbitral resolution reflected in section 1 of the 1996 Act. The Model Law was background material rather than a source from which the Court derived a discrete rule decisive of the appeal. [43]

Institutional Arbitration Materials

Pre-Award Review and Finality — Background Theme

1. **ICC Arbitration Rules, Article 34** — Article 34 was referred to as an example of an institutional mechanism under which a draft award may be scrutinised before being issued. The example illustrated the distinction between a structured review process compatible with finality and an unrestricted power permitting an award to be altered indefinitely after it has ostensibly been made. The Court did not decide whether an “arbitral process of appeal or review” must involve a third party; the relevant point was that any permissible process had ultimately to produce a final and binding award. [47]

Gluck v Endzweig & Anor [2026] EWCA Civ 145

WHEN DOES A DECISION ACTUALLY BECOME A DECISION?

An arbitration must ultimately produce a final and binding award.
EDITORIAL SUMMARY

THE DISPUTE

A share sale. Lower profits. A disputed price adjustment.



Mr David Gluck sold a 50 per cent shareholding in Net Pex Ltd to Evertop Limited, with Mr Chaim Yaakov Endzweig as guarantor.



A dispute arose over a purchase price reduction mechanism (Schedule 7).

THE PROCEDURAL JOURNEY



HHJ Pelling KC

Granted permission to enforce the Second Award (s.66).



HHJ Keyser KC

Set aside the enforcement order, holding that the parties had agreed a broad and unrestricted power of amendment.



Court of Appeal

Allowed the appeal and restored the enforcement order.

THE ARBITRATION AGREEMENT

Two key features – and a built-in contradiction.

Arbitration Agreement

“This deed will be valid according to the Arbitration Act 1996 ...”

“The Beth Din shall have the authority to amend and add to and change the Judgement they have given, at any time.”

THE AWARDS

A moving target.

1

First Award

15 March 2024

Respondents entitled to a purchase price reduction. Further hearing on quantum.

2

Second Award

28 May 2024

Ordered payment of £459,228.03 to Mr Gluck.

3

Third Award

10 February 2025

Reduced the amount payable to £258,974.85 following the Beth Din's review.



THE KEY ISSUE



Can a valid arbitration governed by the Arbitration Act 1996 coexist with an unlimited contractual power allowing arbitrators to amend awards at any time?

THE COURT'S DECISION



- ✓ An unlimited amendment clause is incompatible with the requirement that an award be capable of becoming final and binding.
- ✓ The unlimited amendment clause was repugnant to the arbitration agreement and could not be given effect.
- ✓ The default correction regime in section 57 applied, and the statutory time limits had not been complied with.
- ✓ The Second Award remained enforceable.

KEY LEGAL PRINCIPLES



- 1 **Arbitration Act 1996, s.58**
An agreed review process may postpone finality, but it must ultimately produce a final and binding award.
- 2 **Section 57**
Parties may agree powers of correction or addition, but an indefinite power of amendment is incompatible with finality.
- 3 **Section 66**
Provided the basis for enforcement.
- 4 **Party autonomy (s.1)**
Important, but not unlimited.
- 5 **Repugnancy and inconsistency**
A clause defeating the purpose of the arbitration agreement cannot be given effect (Chitty on Contracts, para 16-086).

THE OUTCOME



APPEAL ALLOWED

The enforcement order originally made by HHJ Pelling KC was restored.

Party autonomy is important. But an arbitration governed by the Arbitration Act 1996 must ultimately produce a final and binding award.

Gluck v Endzweig & Anor [2026] EWCA Civ 145
Court of Appeal (Civil Division)
20 February 2026

DISPUTES
DECISIONS
FINALITY
AT LAST

□ Gluck v Endzweig & Anor [2026] EWCA Civ 145 — When Does a Decision Actually Become a Decision?

What happens when an arbitration agreement says the tribunal can amend its award “at any time”?

Eventually, someone has to ask whether the award is actually final — or merely the latest edition.

The dispute arose from a share sale and purchase-price adjustment mechanism. The Beth Din issued a Second Award requiring payment of **£459,228.03**. After concerns about alleged calculation errors, a Third Award reduced the amount to **£258,974.85**.

The real problem was not the arithmetic.

It was the clause.

The Court of Appeal held:

□ **Finality matters** — an arbitration under the Arbitration Act 1996 must ultimately be capable of producing a final and binding award.

□ **“At any time” went too far** — if an award can always be changed, there is never a reliable point at which it can safely be enforced.

□ **Section 57 could not save the unlimited amendment clause** — parties may agree correction powers, but not an indefinite power that prevents finality.

□ **The clause was repugnant to the arbitration agreement** — the parties had agreed that disputes would be finally resolved, so a provision defeating finality could not be given effect.

□ **The Second Award survived** — the section 57 time limits had not been complied with, so the Second Award remained enforceable and the original enforcement order was restored.

□ The case also exposes a broader decision-making problem.

We are not always terribly good at leaving adverse outcomes alone.

Loss aversion, counterfactual thinking, motivated reasoning and cognitive dissonance all help explain why unwelcome decisions attract repeated reconsideration.

The Court was not making psychological findings about these parties. But the institutional lesson is obvious:

A credible system must allow mistakes to be corrected without turning every decision into permanent provisionality.

□ Party autonomy matters.

But fairness requires an open mind — not an eternally open file.

Otherwise, you do not really have a final decision.

You have a draft with delusions of authority.

#ArbitrationLaw #ArbitrationAct1996 #CourtOfAppeal #GluckvEndzweig #ArbitralAwards #Finality #Section57 #Section58 #PartyAutonomy #LegalUpdate #DDAlegal

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Adjudicator Assessor and Re-Assessor for the ICE
ICE DRC Member
ICE DRC CPD Committee Chairman
Adjudicator Exam Question Setter for the ICE
CIArb Adjudication Panel Member since 2006
CIArb Arbitration Panel Member since 2006
CIC Adjudication Panel Member since 2010
FIDIC Adjudication Panel Member since 2021
ICE Adjudication Panel Member since 2021
Law Society Panel Arbitrator
RIBA Adjudication Panel Member since 2018
RICS Adjudication Panel Member since 2006
RICS Dispute Board Registered since 2013
TECSA Adjudication Panel Member since 2012

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