

BUILDING AND CONSTRUCTION LAW JOURNAL

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ARTICLES

FINAL AND BINDING EXPERT DETERMINATION AND THE DISCRETION TO STAY PROCEEDINGS

Logan Campbell

The growing use of expert determination to resolve questions of contractual rights, obligations and grievances highlights the finality of the expert's decision and on what grounds it may be attacked or enforced. Practitioners must be aware of the limited review of an expert's decision available to a disgruntled party. As with arbitration, de facto enforcement of the agreement to abide by expert determination and the determination itself can be obtained by a stay of court proceedings. These issues were examined in the recent NSW Supreme Court decision in *Ipoh v TPS Property No 2*. By examining apparently conflicting authorities in the area, principles on which the exercise of the court's discretion should, it is submitted, be based, are identified..... 388

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