The People's Republic of China
4th Intermediate People's Court of Beijing Municipality
Civil Decision

(2024) Jing. 04 Min.Te. No.409

Claimant: the Export-Import Bank of China, domiciled at No. 30, Fuxing Men Nei Street, Xicheng District, Beijing.

Legal Representative: Wu Fulin Title: Chairman

Entrusted Attorney: Liu Zhuo, Lawyer with Beijing Silkroad, Anchorite & Sage Law Firm.

Entrusted Attorney: Gong Yue, Lawyer with Silkroad, Anchorite & Sage (Shenzhen) Law Firm.

Respondent: Infinity Space LLC, domiciled at Baga Toiruu-27, 6Th Sukhbaatar, Ulaanbaatar, Mongolia.

Authorized Representative: Altantuul Batchuluun, CEO.

Entrusted Attorney: Yu Chenxiao, Lawyer with Beijing Huamao & Guigu Law Firm.

Entrusted Attorney: Yang Yuanqing, Lawyer with Beijing Huamao & Guigu (Handan) Law Firm,.

This Court accepted the case of applying for cancellation of the arbitration award between the Claimant (the Export-Import Bank of China) and the Respondent (Infinity Space LLC, hereinafter referred to as "Space Company") on April 2, which now has been concluded.

The Export-Import Bank of China's claim: requesting the Court to revoke the [2023] Zh.G.M.Zh.J.C.Zi No.2272 Decision made by China International Economic and Trade Arbitration Commission (hereinafter referred to as "CIETAC") on October 23, 2023. Facts and grounds: In 2011, the Export-Import Bank of China and Mongolia New La Le Gao Te Iron Mining Company Limited (hereinafter referred to as "Mongolia Iron Mining Company", which was established in Mongolia) signed a Loan Contract, under which, the Export-Import Bank of China provides a loan of USD 200 million for Mongolia Iron Mining Company and its actual controller Li Xiaoming to purchase the La Le Gao Te Iron Mine in Mongolia. The aforesaid borrowings were guaranteed by affiliates of Mongolia Iron Mining Company, including Infinity Space LLC. Infinity Space LLC provided pledging guarantee to the Export-Import Bank of China with its all No. XV-016814 La Le Gao Te Licenses and all derived mining rights and related interests. The two parties signed the "Pledge Agreement" and completed the pledge registration in Mongolia according to law. Because Mongolia Iron Mining Company defaulted since the end of 2014 and the the principal and interest of more than USD 200 million of loans were seriously overdue, the Export-Import Bank of China filed an arbitration claim against Space Company on March 25, 2019 requesting it to undertake the guarantee liability. However, there exists the following problems in the process of trial and adjudication:

First, the arbitration procedure is unreasonable. The arbitration filing time, the tribunal formation time and the award-making time are too long, which seriously violates the arbitration rules and reflect serious procedural defects. After the Export-Import Bank of China applied for the arbitration on March 25, 2019, the submission of the English translation was completed on July 24, 2019. However, the service of the documents to Space Company was not started until December 2, 2019, the tribunal was not formed until June 23, 2020, and the awards was not rendered until October 23, 2023, which is too long. After the first hearing session on September 23, 2020, the second hearing session was scheduled for May 18, 2023, and the two sessions were scheduled too long apart. The arbitration procedure has seriously exceeded the award time limit stipulated in Article 48.1 of the *Arbitration Rules of the China International Economic and Trade Arbitration Commission (CIETAC)* (hereinafter referred to as the "Arbitration Rules") that "the arbitral tribunal shall make an award within six months after the formation of the tribunal". Although in the multiple extensions of the deadline for the arbitration award provided by the arbitration commission, it is clearly stated that the extension has been approved by the president of the arbitration court, Article 48.2 of the Arbitration Rules specifically stipulates that an extension of the deadline must be justified by justifiable reasons, and should be limited to the necessary purposes. Extending the deadline for rendering an award multiple times for a long period without explaining justifiable reasons to the parties concerned clearly violates the procedural requirements regarding the deadline for rendering an award stipulated in Article 48 of the Arbitration Rules.

Second, due to serious procedural flaws such as unreasonable delays in various stages of the arbitration process, Space Company has had sufficient time to maliciously take unlawful measures to obstruct the Export-Import Bank of China from exercising its pledge rights, in order to achieve its illegal goal of embezzling Chinese state assets. Following the arbitration initiated by the Export-Import Bank of China, Space Company initiated administrative proceedings in Mongolia seeking to revoke the relevant pledge registration. After the Export-Import Bank of China responded to the complaint, Space Company failed to achieve its purpose. Later on, Space Company immediately initiated criminal proceedings, and submitted false evidence and made false statements in the criminal case, resulting in the Mongolian criminal court ruling the Pledge Agreement invalid without receiving legal notice by the Export-Import Bank of China, and ordering the cancellation of the pledge registration, seriously damaging the rights and interests of the Export-Import Bank of China in debts and guarantees, causing damage to state-owned financial assets.

Third, the ruling is against the public interests. The arbitration award states that the reason for the arbitral tribunal's final decision to reject the arbitration claims of the Export-Import Bank of China is due to Mongolian criminal court's criminal judgment that determined the "Pledge Agreement" as invalid and ordered the cancellation of the relevant pledge registration. The arbitral tribunal, under the premise that it does not recognize the persuasive nature of the criminal judgment in Mongolia and that the judgment has significant deficiencies in terms of legality and reasonableness, has determined the Mongolian criminal judgment as an important evidence and legal document in this case, and has ruled based on this judgment. Due to the lack

of bilateral treaties between Mongolia and our country recognizing and enforcing Mongolian criminal judgments, basing rulings on criminal judgments actually invaded our country's judicial sovereignty, allowing Mongolian criminal judgments not recognized by our country to have legal effect on parties concerned in our country, thus violating legal procedures. At the same time, the ruling acknowledges Mongolia's abuse of judicial sovereignty, allowing the debtors to evade debts through deceitful or even illegal means, and violating the legitimate rights and interests of the Export-Import Bank of China. This has resulted in substantial damage to state-owned financial assets, as well as disrupting the order of financial activities of Chinese investors in foreign nations. Such actions threaten financial stability and security, jeopardize the safety and confidence of unspecified investors participating in international financial activities, ultimately undermine public interests. These behaviors go against the fundamental principles of legal fairness, justice and social morality.

Space Company states that it objects the requests of the Export-Import Bank of China, based on the following grounds:

First, the arbitration procedure does not violate the arbitration rules, and the arbitration procedure is prolonged due to the reasons of the Export-Import Bank of China. The arbitration case was heard for the first time on September 23, 2020, but the Export-Import Bank of China applied to change the arbitration request on April 18, 2022, and paid the arbitration fee only in March 2023, resulting in the second hearing of the arbitration. It was not until September 2023 that the Export-Import Bank of China explained the registration status of the pledge involved in the case, indicating that the extension of the arbitration procedure was caused by the Export-Import Bank of China.

Second, Space Company did not evade debt, and its administrative litigation in Mongolia is aimed at protecting its legitimate rights and interests through legal means. The criminal procedure is initiated and promoted by the Export-Import Bank of China, and the Export-Import Bank of China is aware of the criminal procedure. The arbitral tribunal did not base its arbitration decision on Mongolia's criminal judgment, therefore the arbitration case does not involve the recognition and enforcement of Mongolia's criminal judgment.

Third, the Export-Import Bank of China has accepted the arbitration fee paid by Space Company in accordance with the decision, and the Export-Import Bank of China shall be bound by the arbitration decision.

Fourth, the Export-Import Bank of China violated its loan supervision duties by improperly issuing loans and neglecting supervision, resulting in the funds involved in the loans not being used for the purposes stipulated in the loan agreement, and should solely bear all losses caused by this.

Fifth, the Export-Import Bank of China and Space Company are equal commercial entities with the same legal status. The arbitral decision only deals with the contractual rights and obligations between the Export-Import Bank of China and Space Company. There is no direct or indirect infringement of other legitimate rights and interests of the public, so the arbitral decision does not involve, let alone violate, public interests.

After examination, this Court found that the Claimant for arbitration, the Export-Import Bank of China, submitted a written arbitration application to CIETAC against Space Company as the respondent in accordance with the arbitration clause in the "License Pledge Agreement" signed between them and relevant legal provisions. After accepting the case (number: X20191265), CIETAC conducted the trial in accordance with the "Arbitration Rules" implemented since January 1, 2015. The arbitration request of the Export-Import Bank of China is that the Export-Import Bank of China has the right to dispose of No. XV-016814 La Le Gao Te license and its derivative mining rights and related interests through any and all means, including auction and sale, and to use the proceeds to repay the principal and interest of the loan to the Export-Import Bank of China.

On October 23, 2023, CIETAC rendered the [2023] Zh.G.M.Zh.J.C.Zi No. 2272 Decision, stating that despite the objections from the arbitral tribunal to the reasoning of the Mongolian criminal court's judgment, given that the pledge registration involved in the case was ultimately revoked, the Export-Import Bank of China no longer has the right to exercise the right of first priority pledge in relation to the pledge in the case. The result of the arbitration award is:

(I) Reject all the arbitration claims of the Export-Import Bank of China; (II) The arbitration fee for this case is RMB 270,000. The Export-Import Bank of China and Space Company each bear half of the arbitration fee, namely RMB 135,000. Since the Export-Import Bank of China has prepaid RMB 270,000 as the arbitration fee for this case, Space Company shall pay RMB 135,000 to the Export-Import Bank of China within twenty (20) days from the date of this award.

The Court holds that, Space Company, the respondent of the arbitration, is a legal person registered in Mongolia, so this case is an application by the party concerned to revoke the foreign-related arbitration award. In accordance with Article 70 of the *Arbitration Law of the People's Republic of China* (hereinafter referred to as the "Arbitration Law"), the provisions of Article 291 of the *Civil Procedure Law of the People's Republic of China* (hereinafter referred to as the "Civil Procedure Law") shall be considered as matters for examination. Article 291 of the Civil Procedure Law provides: "If the respondent of an award made by a foreign-related arbitration institution of the People's Republic of China provides evidence to prove that the arbitration award has any of the following circumstances, a collegial bench of the People's court shall, after examination and verification, order that the arbitration award shall not be executed: (1) The parties have not stipulated an arbitration clause in the contract or have not subsequently reached a written arbitration agreement; (2) The respondent has not been notified of the appointment of an arbitrator or the commencement of the arbitration proceedings, or fails to state its views due to other reasons for which the respondent is not responsible; (3) The composition of the arbitral tribunal or the procedure of the arbitration does not conform to the arbitration rules; (4) The matters awarded do not fall within the scope of the arbitration agreement or the arbitration institution has no authority to arbitrate. If the People's court finds that enforcement of the award is contrary to the public interest, it shall order not to enforce it." The above provisions are the legal grounds for the People's court to revoke the foreign-related arbitration award. The reasons submitted by the parties involved to suggest non-compliance with the above provisions shall not be used as the basis for revoking the foreign-related

arbitration award.

In response to the reasons for the arbitration award of the Export-Import Bank of China to be revoked, this Court's analysis and determination are as follows:

First, regarding the claim of the Export-Import Bank of China that the arbitration procedure is unreasonable, takes too long and violates the arbitration rules. In accordance with Article 48 of the Arbitration Rules, (I) the arbitral tribunal shall make the award within six months after the formation of the tribunal. (II) At the request of the arbitral tribunal, the President of the Arbitration Court of the Arbitration Commission may extend the time limit if he/she considers it to be justified and necessary. (III) The period during which the proceedings are suspended shall not be counted in the time limit for the award provided for in paragraph (I) above. In this case, based on the actual need of the case trial and procedure, the president of the Arbitration Court has agreed and decided to extend the time limit for making the award of this case to October 23, 2023 at the request of the arbitral tribunal. The arbitration award was made on October 23, 2023, within the time limit for hearing, so there is no situation that is inconsistent with the arbitration rules. Neither the Arbitration Law nor the Arbitration Rules stipulate the number of times that the deadline can be extended, and whether the reasons for extending the deadline is justified or reasonable, as decided by the President of the Arbitration Court of the Arbitration Commission based on the arbitration rules, is not within the scope of judicial review by the Court. Therefore, this Court does not support this reason provided by the Export-Import Bank of China.

Second, the opinion on the claim of the Export-Import Bank of China that the arbitration proceedings were improperly prolonged, causing Space Company to delay the time for escaping its debts, thus harming its legitimate rights and interests. This opinion is in essence an objection to the arbitration procedure. Since the Court has found that the arbitration procedure does not violate the arbitration rules, the Court does not support this reason of the Export-Import Bank of China.

Third, the opinion on the claim of the Export-Import Bank of China that the arbitral award is against the public interest. Contrary to social public interests refers to the ruling against the social public as the interest subject, involving the most fundamental legal and moral common interests of the whole society, which should be manifested in the form of violating the basic system and standards of our law, violating the basic value orientation of social and economic life, endangering social public order and life order. It violates the basic moral principle that all members of society generally recognize and follow. In this case, the arbitral tribunal made an award based on the objective fact of the cancellation of the pledge registration, rather than the Mongolian criminal judgment as the basis for the arbitration award. Therefore, the arbitral award in this case does not make the Mongolian criminal judgment not recognized by China take legal effect on the Chinese party, impair China's judicial sovereignty, and go against the public interest. In addition, the dispute involved in the case was a civil dispute between equal legal persons, and the effect of the arbitration award was based on the rights and interests of equal legal persons. The available evidence cannot prove that the award is contrary to the public interest, such as seriously disturbing the order of Chinese investors' foreign financial activities,

infringing on financial stability and security, and endangering the safety and confidence of unspecified investors participating in international financial activities, as stated by the Export-Import Bank of China. And the financial assets of the Export-Import Bank of China are not equivalent to social and public interests. Therefore, the Court does not support this reason of the Export-Import Bank of China.

To sum up, in accordance with Article 70 of the *Arbitration Law of the People's Republic of China* and Article 291 of the *Civil Procedure Law of the People's Republic of China*, the ruling is as follows:

The application of the Export-Import Bank of China is rejected.

The application fee of RMB400 shall be borne by the Export-Import Bank of China (already paid).

Chief Judge: Hao Wenting

Judge: Cheng Na

Judge: Li Xiaorui

(Seal of No. 4 Intermediate People's Court of Beijing Municipality)

June 27, 2024

Judge Assistant: Ma Li

Court Clerk: Cui Yuxin

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中华人民共和国
北京市第四中级人民法院
民事裁定书

（2024）京04民特409号

申请人：中国进出口银行，住所地北京市西城区复兴门内大街30号。

法定代表人：吴富林，董事长。

委托代理人：刘卓，北京锦路安生律师事务所律师。

委托代理人：公越，北京锦路安生（深圳）律师事务所律师。

被申请人：无限空间有限责任公司（Infinity Space LLC），住所地蒙古国乌兰巴托市苏赫巴特尔第6分区baga toiruu-27号。

授权代表：巴·阿拉坦图拉（Altantuul Batchuluun），首席执行官。

委托代理人：余晨晓，北京市华贸硅谷律师事务所律师。

委托代理人：杨元庆，北京市华贸硅谷（邯郸）律师事务所律师。

申请人中国进出口银行与被申请人无限空间有限责任公司（Infinity Space LLC，以下简称空间公司）申请撤销仲裁裁决一案，本院于2024年4月2日立案后进行了审查，现已审查终结。

中国进出口银行称，申请事项为：请求法院撤销中国国际经

济贸易仲裁委员会（以下简称贸仲）于2023年10月23日作出的〔2023〕中国贸仲京裁字第2272号裁决书。事实与理由：2011年，中国进出口银行与在蒙古国设立的蒙古新拉勒高特铁矿有限公司（以下简称蒙古国铁矿公司）签订《借款合同》，中国进出口银行提供2亿美元的借款以供蒙古国铁矿公司及其实际控制人李晓明收购位于蒙古国的拉勒高特铁矿，包括空间公司在内的蒙古国铁矿公司的关联公司对前述借款提供了担保。空间公司以其所有的第XV-016814号拉勒高特许可证及其衍生的所有采矿权和相关权益向中国进出口银行提供质押担保，双方签订《质押协议》并依法在蒙古国办理质押登记。因蒙古国铁矿公司自2014年底开始出现违约，超过2亿美元的借款本金及利息严重逾期未偿还，中国进出口银行于2019年3月25日就要求空间公司承担担保责任事宜提请仲裁。但是，案件在审理与裁决过程中存在下列问题：

第一，仲裁程序不合理，仲裁立案时间、组庭时间、裁决时间均过长，严重违反仲裁规则，存在严重程序瑕疵。中国进出口银行在2019年3月25日提起仲裁后，于2019年7月24日完成英文翻译件的提交，贸仲直至2019年12月2日才开始向空间公司进行送达，2020年6月23日才完成组庭，2023年10月23日才做出裁决，时间过长；在2020年9月23日进行第一次开庭审理后，第二次开庭时间被安排在2023年5月18日，两次开庭安排时间间隔过长。仲裁程序严重超过了《中国国际经济贸易仲裁

委员会仲裁规则》（以下简称《仲裁规则》）第四十八条第（一）款规定的“仲裁庭应在组庭后6个月内作出裁决书”的裁决期限。虽在仲裁委给出的多次延长裁决期限通知中明确延期已经过仲裁院院长同意，但《仲裁规则》第四十八条第（二）款明确规定延长期限需确有正当理由，且应以必要目的为限。在没有向当事人说明正当理由的情况下，在长时间内多次延长裁决期限，明显违反《仲裁规则》第四十八条关于裁决期限的程序规定。

第二，因仲裁程序各环节中严重的不合理拖延等程序瑕疵，导致空间公司拥有充足时间恶意采取不法措施阻碍中国进出口银行实现质押权，以达到其侵吞中国国有资产的不法目的。在中国进出口银行提起仲裁后，空间公司在蒙古国启动行政诉讼，试图撤销相关质押登记。经中国进出口银行应诉后，空间公司未实现其目的。后，空间公司立即启动刑事诉讼程序，并在刑事案件中提交虚假证据、进行虚假陈述，导致在中国进出口银行未获得合法通知的情况下，蒙古国刑事法院认定《质押协议》无效、并判令撤销质押登记，严重损害中国进出口银行债权与担保权益，造成国有金融资产受损。

第三，裁决违背社会公众利益。仲裁裁决书指出，致使仲裁庭最终裁决驳回中国进出口银行的仲裁请求系因蒙古国刑事法院作出的刑事判决中认定《质押协议》无效并判决撤销案涉质押登记。仲裁庭在不认可蒙古国刑事判决具有说服力、且该判决合法

性与合理性存在重大缺陷的前提下，又将该蒙古国刑事判决认定为对本案有重要影响的证据和法律文件，且采信并根据该判决作出裁决。因蒙古国和我国没有承认和执行蒙古国刑事判决的双边条约，依据刑事判决作出裁决，实际上损害了我国的司法主权，使得未经我国承认的蒙古国刑事判决对我国当事人发生法律效力，违反法定程序。同时，该裁决认可蒙古国滥用司法主权、纵容债务人通过欺骗甚至违法犯罪手段逃避债务的行为，侵犯中国进出口银行的合法权益，造成国有金融资产严重受损，更严重扰乱我国投资者对外开展金融活动的秩序，侵害金融稳定和金融安全，危及不特定投资者参与国际金融活动的安全与信心，构成损害重大社会公共利益，有悖法律公平正义基本原则与社会公序良俗。

空间公司称：不同意中国进出口银行的请求。理由如下：

第一，仲裁程序不违反仲裁规则，因中国进出口银行的原因导致仲裁程序延长。仲裁案于2020年9月23日就已首次开庭，但中国进出口银行于2022年4月18日申请变更仲裁请求，且于2023年3月才补交仲裁费，导致仲裁二次开庭。直至2023年9月，中国进出口银行才说明案涉质押登记的状况，表明仲裁程序延长均系中国进出口银行的原因所致。

第二，空间公司没有逃避债务，空间公司在蒙古国的行政诉讼，系通过正当法律手段维护其合法权益。刑事程序系由中国进

出口银行推动启动，中国进出口银行对刑事程序知情。仲裁庭并未以蒙古国刑事判决作为其作出仲裁裁决的事实依据，因此仲裁案不涉及蒙古国刑事判决的承认和执行问题。

第三，中国进出口银行已经接受空间公司依据裁决支付的仲裁费用，中国进出口银行应受到仲裁裁决的约束。

第四，中国进出口银行违反贷款监管职责，不当发放贷款且疏于监管，导致案涉贷款没有用于贷款协议规定用途，应当自行承担由此导致的各项损失。

第五，中国进出口银行与空间公司是法律地位平等的商事主体，案涉仲裁裁决仅处理了中国进出口银行与空间公司的合同权利、义务关系，不存在直接或间接侵害其他社会公众合法权益的情形，因此案涉裁决不涉及、更不违反公共利益。

本院经审查查明，仲裁申请人中国进出口银行依据其与空间公司签订的《许可证质押协议》中仲裁条款及有关法律规定，以空间公司为被申请人，向贸仲提交书面仲裁申请。贸仲受理该案后，案件编号为X20191265号，适用自2015年1月1日起施行的《仲裁规则》进行审理。中国进出口银行的仲裁请求为：中国进出口银行有权通过行使法律授予的任何和所有权利，包括拍卖、变卖等方式处置第XV-016814号 Larlegaote许可证及其衍生的所有采矿权和相关权益，并使用由此产生的收益向中国进出口银行支付贷款本金及利息等。

2023年10月23日，贸仲作出〔2023〕中国贸仲京裁字第2272号裁决书，认为尽管仲裁庭对蒙古国刑事法院判决的说理持有异议，但鉴于案涉质押登记最终被实际撤销，故中国进出口银行不再享有就案涉质押行使第一顺位质权的权利。仲裁裁决结果为：（一）驳回中国进出口银行的全部仲裁请求；（二）本案仲裁费为人民币270 000元。中国进出口银行和空间公司各承担该仲裁费的一半，即人民币135 000元。由于中国进出口银行已预付人民币270 000元并抵作本案仲裁费，空间公司应在本裁决书作出之日起二十（20）日内向中国进出口银行支付人民币135 000元。

本院认为，案涉仲裁被申请人空间公司为注册地在蒙古国的法人，故本案为当事人申请撤销涉外仲裁裁决案件。根据《中华人民共和国仲裁法》（以下简称仲裁法）第七十条规定，应当以《中华人民共和国民事诉讼法》（以下简称民事诉讼法）第二百九十一条的规定作为审查事项。民事诉讼法第二百九十一条规定："对中华人民共和国涉外仲裁机构作出的裁决，被申请人提出证据证明仲裁裁决有下列情形之一的，经人民法院组成合议庭审查核实，裁定不予执行：（一）当事人在合同中没有订有仲裁条款或者事后没有达成书面仲裁协议的；（二）被申请人没有得到指定仲裁员或者进行仲裁程序的通知，或者由于其他不属于被申请人负责的原因未能陈述意见的；（三）仲裁庭的组成或者仲裁的程序与仲裁规则不符的；（四）裁决的事项不属于仲裁协议的范

围或者仲裁机构无权仲裁的。人民法院认定执行该裁决违背社会公共利益的，裁定不予执行。”上述条款是人民法院撤销涉外仲裁裁决的法定事由。对于当事人提出的不符合上述规定的申请理由，不能作为撤销涉外仲裁裁决的依据。

针对中国进出口银行提出的仲裁裁决应予撤销的理由，本院分析认定如下：

第一，关于中国进出口银行主张仲裁程序不合理，耗时过长，违反仲裁规则的意见。根据《仲裁规则》第四十八条作出裁决的期限规定，（一）仲裁庭应在组庭后6个月内作出裁决书。（二）经仲裁庭请求，仲裁委员会仲裁院院长认为确有正当理由和必要的，可以延长该期限。（三）程序中止的期间不计入上述第（一）款规定的裁决期限。本案中，根据案件审理和程序推进的实际需要，经仲裁庭请求，仲裁院院长同意并决定将作出裁决的期限最终延长至2023年10月23日。案涉仲裁裁决于2023年10月23日作出，未超过审理期限，故不存在与仲裁规则不符的情形。仲裁法及仲裁规则均未对延长期限的次数作出规定，而延长期限的理由是否正当合理，根据仲裁规则由仲裁委员会仲裁院院长决定，不属于法院仲裁司法审查的范围，故对中国进出口银行的该项理由，本院不予支持。

第二，关于中国进出口银行主张仲裁程序不当延长，导致空间公司拖延时间逃脱债务，损害其合法权益的意见。该意见实质

系针对仲裁程序的异议，鉴于本院已经认定仲裁程序不违反仲裁规则，故对中国进出口银行的该项理由，本院不予支持。

第三，关于中国进出口银行主张仲裁裁决违背社会公共利益的意见。违背社会公共利益是指裁决违背以社会公众为利益主体的，涉及整个社会最根本的法律、道德的共同利益，其表现形式应当是违背我国法律的基本制度与准则、违背社会和经济生活的基本价值取向，危害社会公共秩序和生活秩序，违背社会全体成员共同普遍认可、遵循的基本道德准则。本案中，仲裁庭基于质押登记被撤销的客观事实作出裁决，而非以蒙古国刑事判决作为作出仲裁裁决的依据，故案涉仲裁裁决不存在使未经我国承认的蒙古国刑事判决对我国当事人发生法律效力，损害我国司法主权，违背社会公共利益的情形。另，案涉纠纷系平等民事主体之间的民事纠纷，仲裁裁决的效力及于平等民事主体之间的权益。现有证据无法证明该裁决存在中国进出口银行所述的严重扰乱我国投资者对外开展金融活动的秩序，侵害金融稳定和金融安全，并危及不特定投资者参与国际金融活动的安全与信心等违背社会公共利益的情形，而中国进出口银行的金融资产不等同于社会公共利益。故对中国进出口银行的该项理由，本院不予支持。

综上，依照《中华人民共和国仲裁法》第七十条、《中华人民共和国民事诉讼法》第二百九十一条规定，裁定如下：

驳回中国进出口银行的申请。

申请费400元，由中国进出口银行负担（已交纳）。

审　判　长　郝文婷

审　判　员　程　娜

审　判　员　李晓蕊

二〇二四年六月一十七日

本件与原本核对无异

法官助理　麻　莉

书　记　员　崔宇欣