

# BRIEF SUMMARY OF THE THESIS

The connection is expressly governed by rules that frame in the general section of the Code of Civil Procedure in the assumptions that affect the jurisdiction. Starting from this objective and reliable data, we analyzed the topic with strict adherence to the regulatory text.

The first result was reached in the study was to flesh out the main assumptions of connection between questions including the cause incidental, incidental findings, causes counterclaims. The analysis was limited to the assumptions of the ordinary process of cognition and on this line was extended examination of the phenomenon of voluntary joinder next, with a brief mention of the circumstances in which is expressed, first of all the interventions, only recalled . Following the focus has shifted to the phenomenon of voluntary joinder in arbitration. So the connection has been framed as one of the possible situations which give rise to joinder and was then considered whether this case is governed in the same way as the ordinary process, even in the "process" arbitration. The first finding was that the various hypotheses of connection that give rise to voluntary joinder are not specifically regulated in all of the code of procedure governing the arbitration, the possibilities are then two or one admits that all the other forms are excluded arbitration (for example, ruled out a link between incidental causes), or we admit that these cases occur in arbitration. But this problem actually arises upstream of the arbitration process, because everything depends on the powers that are attributed to the referees with their instrument of appointment and before the arbitration agreement on which form or disputes identifies the college or single arbitrator may to decide. The only cases expressly covered by the procedure code as specified in art. 819 Code of Civil Procedure relating to investigations incidental questions of substance and that in art. 817 cpc compensation exception. For all other cases the connection of the rights and causes can be seen in arbitration institution with surgery, now governed by art. 816 d. The novelty of the intervention specifically provide for arbitration is even more important

because the provision does not distinguish between who was still part of the deal and who is third in all respects. However, it was seen that essentially the rule refers to the third absolutely foreign to the agreement, only in this way one has explained the necessary agreement between the parties and the arbitrators to admit the entrance of the third. Then occurred what measures are eligible. Among these is indicated intervention sticker employee, and the intervention of *litisconsorte pretermesso*. You left out the principal intervention and self-adhesive intervention doubts remain. Then we recognized the admissibility of the call in question and has analyzed the response in the event of an appeal for revocation, ending with the third defense of extreme opposition by the ruling, pursuant to art. 831 Code of Civil Procedure. The phenomenon of the connection in arbitration, however, has also been studied by considering how institutions operate functional harmony of the judgments, including the incidental finding, the suspension of proceedings in the event of a preliminary nature of the dependency relationship, both as a suspension mandatory and voluntary. These institutions, however, were considered not only in the relationship between ordinary trial and arbitration, but also in the relationship between multiple arbitrations, in the case of relations connected. This surely has been excluded is the face of the ordinary trial *attractiva* compared to arbitration, but also a power meeting between several arbitrations arbitrator. On this point, however, has admitted that in some cases this meeting can be done, if you have disputes before the same college and between the same parties, or between different parts, but to agree. The basis for this type of power to the meeting, however, poses an enlargement of the arbitration clause and the award of a *ad hoc* referees, which is not incompatible with Art. A Code of Civil Procedure 816, that "the parties may stipulate in the arbitration agreement, or separate written instrument, provided before the commencement of arbitration, the rules that the arbitrators should observe the proceedings." At the conclusion of the study the focus has shifted on the pact compromise, since it was found that, in case the connection between cause and consequence of the connection (or rather the link between contracts, or real connection or derived within

the theory General of the contract) between contracts, the only way to avoid the difficulties of achieving a cumulative process, while ensuring harmony between decisions, is to draft an arbitration clause to the appropriate number of shares and separate from the contracts to which it relates and that refer to it. It is clear that this solution does not resolve all cases of reports related to arbitration, but only to those where there is a relationship of dependency preliminary nature, therefore, a strong connection between rights. In other cases of weak connection to the root of a solution, then prevention of difficulties that the process litisconsortile through proper drafting of an arbitration clause, is it not an offense, because the choice of aggregation of the case has its source in an evaluation of opportunities and cost and is not in any way imposed by the structure of relationships and their intention to avoid disharmonious decisions. The solution was found to cognitive problem underlying this study is therefore a limited remedy, therefore, valid only for cases preliminary nature of addiction.