

Arbitration procedures and practice in United Arab Emirates: overview

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USE OF ARBITRATION AND RECENT TRENDS

1. How is commercial arbitration used and what are the recent trends?

Use of commercial arbitration

Historically, parties preferred litigation and were generally reluctant to use arbitration. This was particularly because some uncertainty that was considered to surround the enforcement of arbitral awards. Although there is still a degree of uncertainty regarding enforcement, local courts are now generally more familiar with the arbitration process and more willing to recognise and enforce arbitration awards. Recently, the Dubai International Financial Centre (DIFC) Court has emerged as a forum where both domestic and foreign arbitration awards can be enforced. The DIFC Court is an English language common law court operating in the DIFC Free Zone.

Arbitration has increasingly become a popular method of dispute resolution in the UAE and in the surrounding regions. The growth of arbitration in the UAE is reflected to some extent by the fact that there are now several institutions in the UAE which administer commercial arbitrations.

The more prominent arbitral institutions in the UAE are the:

- Dubai International Arbitration Centre (DIAC), which administers arbitrations under the DIAC Arbitration Rules 2007.
- DIFC London Court of International Arbitration (DIFC-LCIA) Centre, which administers arbitrations under the DIFC-LCIA Arbitration Rules 2008.
- Abu Dhabi Conciliation and Arbitration Centre (ADCCAC), which administers arbitrations under the Procedural Regulations of the ADCCAC.
- Sharjah International Commercial Arbitration Centre.
- Ras Al-Khaimah Commercial and Arbitration Centre.

Recent trends

Since 2008, many of the arbitrations in the region have related to construction disputes and the real estate sector. However, recent trends have demonstrated a willingness of parties to arbitration, to submit to a broader range of general commercial matters, rather than just specialist disputes.

Dubai in particular is considered a popular seat of arbitration in the region. This has been assisted by the presence of arbitration institutions such as the DIAC and the DIFC-LCIA Centre. There are signs of an increased used of arbitration in the UAE, demonstrated by the:

- Local courts' welcoming approach to the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention).
- Recent developments in the DIFC Court.

Advantages/disadvantages

Some advantages of arbitration over litigation include:

- The proceedings are confidential (unless the parties agree otherwise).
- Arbitrators with the requisite expertise can be appointed to deal with disputes involving technical subject matters.
- Arbitrations can be conducted in English, or in any other language agreed to by the parties, whereas local court litigation is always in Arabic.
- Oral evidence is permitted in arbitration, whereas only written submissions are generally permitted in the courts.
- There are generally limited avenues for appealing arbitral awards and the merits of a decision cannot be challenged.

Some disadvantages of arbitration when compared to litigation include:

- Arbitral proceedings are generally more costly, considering the tribunal and administrative fees.
- Arbitration awards must be ratified by the courts to be enforceable. This can cause delays and extra costs in the enforcement of an award.
- Uncertainties may arise because there is no effective doctrine of binding precedent. Therefore the courts may in some instances refuse recognition or enforcement of an arbitral award on unanticipated grounds.

LEGISLATIVE FRAMEWORK

Applicable legislation

2. What legislation applies to arbitration? To what extent has your jurisdiction adopted the UNCITRAL Model Law on International Commercial Arbitration 1985 (UNCITRAL Model Law)?

The legislation applicable to arbitration is UAE Federal Law No. 11 of 1992, as amended (*Civil Procedure Code*).

The applicable provisions of the Civil Procedure Code are not based on the UNCITRAL Model Law. It is expected that a new arbitration law based on the UNCITRAL Model Law, which has been in draft form for some time now, will be promulgated in the future.

The Dubai International Financial Centre (DIFC) was established as a separate common law jurisdiction within Dubai and has its own arbitration law (*DIFC Arbitration Law No.1 of 2008*). The provisions of the Civil Procedure Code relating to arbitration do not apply where the seat of arbitration is the DIFC, since the DIFC Arbitration Law applies. The DIFC Arbitration Law is based on the UNCITRAL Model Law.

Arbitration rules are usually determined by the choice of arbitral institution. In the DIFC, the institution of the Dubai International Financial Centre-London Court of International Arbitration (DIFC-LCIA) has its rules closely modelled on the rules of the LCIA. The DIFC-LCIA Arbitration Centre is independent of the DIFC courts but recognises that they exercise a supervisory role over disputes submitted to DIFC-LCIA Arbitration.

Similarly, the local UAE courts exercise a supervisory function over disputes submitted to arbitration institutions outside the DIFC, such as the Dubai International Arbitration Centre where the majority of arbitrations in the UAE are conducted.

Mandatory legislative provisions

3. Are there any mandatory legislative provisions? What is their effect?

Mandatory legislative provisions relate to a party's right to apply to invalidate an award on limited grounds (*Article 216, Civil Procedure Code*) and the arbitration agreement.

Article 211 of the Civil Procedure Code requires that witnesses must be placed under oath.

Article 212(6) of the Civil Procedure Code requires that the arbitral decision is provided in Arabic. This is unless the litigant parties have agreed otherwise, in such case, an official translation should be attached to the arbitral decision when it is deposited with the courts.

4. Does the law prohibit any types of disputes from being resolved via arbitration?

Article 203(4) of the Civil Procedure Code prohibits arbitrations in matters in which reconciliation is not possible. This is understood to include criminal matters, bankruptcy and matters of public policy.

Labour disputes cannot be the subject of arbitration. Labour disputes must be referred to the UAE courts (*Article 6, Federal Law No. 8 of 1980 (Labour Law)*).

Article 6 of Federal Law No. 18 of 1981 Concerning the Regulation of Commercial Agencies provides that UAE courts must adjudicate any dispute arising between a principal and an agent regarding a commercial agency agreement, and that any agreement to the contrary must be annulled.

Limitation

5. Does the law of limitation apply to arbitration proceedings?

The legal provisions relating to limitation periods also apply to arbitrations. The general limitation period is 15 years (*Article 473, Federal Law No. 5 of 1985 (Civil Code)*). However, the limitation periods depend on the subject matter.

If the parties have not set out a time limit for the rendering of an award in the arbitration agreement, the arbitrator must render an award within six months of the date of the first arbitration hearing (subject to the applicable institutional rules on extensions), failing which any of the parties can refer the dispute to court.

ARBITRATION ORGANISATIONS

6. Which arbitration organisations are commonly used to resolve large commercial disputes?

The most commonly used organisations to resolve commercial disputes in the UAE are the:

- Dubai International Arbitration Centre (DIAC) (www.diac.ae).
- Abu Dhabi Commercial Conciliation & Arbitration Centre (ADCCAC) (www.abudhabichamber.ae).
- DIFC-LCIA Arbitration Centre (www.difcarbitration.com).

See box, *Main arbitration organisations*.

JURISDICTIONAL ISSUES

7. What remedies are available where one party denies that the tribunal has jurisdiction to determine the dispute(s)? Does your jurisdiction recognise the concept of kompetenz-kompetenz? Does the tribunal or the local court determine issues of jurisdiction?

The concept of kompetenz-kompetenz is recognised in the UAE. For example, Article 6.2 of the Dubai International Arbitration Centre (DIAC) Rules states that in proceedings before the DIAC, if a party raises a plea relating to the existence, validity, scope or applicability of the arbitration agreement, the Executive Committee of the DIAC can decide, without prejudice to the admissibility or merits of the plea, that the arbitration must continue if the Executive Committee is *prima facie* satisfied that an arbitration agreement exists. In these circumstances, the parties can raise any such jurisdictional objection before the tribunal as a preliminary issue, and any decision as to the jurisdiction of the tribunal will be taken by the tribunal itself (*Article 6.4, DIAC rules*). If the Executive Committee is not so satisfied, the parties will be notified that the arbitration cannot proceed. Any party then retains the right to ask any competent court to determine whether or not there is a binding arbitration agreement.

ARBITRATION AGREEMENTS

Validity requirements

8. What are the requirements for an arbitration agreement to be enforceable?

Substantive/formal requirements

Article 203 of the Civil Procedure Code provides that the following requirements must be satisfied:

- An arbitration agreement must be in writing.
- The subject matter of the dispute must be specified in the arbitration agreement.
- Arbitration is not permissible where the subject matter of the dispute is not capable of being reconciled. Article 203(4) provides that an arbitration agreement can only be made

between parties that have the legal capacity to dispose of the disputed right.

Additionally, the wording of the arbitration agreement must be clear and unequivocal. Agreements to arbitrate are construed narrowly.

Separate arbitration agreement

The contracting parties can refer a dispute that may arise between them to arbitration either through a clause in the main contract or by a separate arbitration agreement (*Article 203, Civil Procedure Code*). If an arbitration clause has been incorporated by reference, the courts ordinarily require that the document containing the arbitration clause must also be signed by the parties. The court will also require that the reference to arbitration is clear. It is therefore not unusual to see standard terms annexed to the main contract also being initialled by the parties.

Unilateral or optional clauses

9. Are unilateral or optional clauses, where one party has the right to choose arbitration, enforceable?

Theoretically, unilateral or optional clauses are enforceable. However, there has not been a judicial determination on this point therefore it is advisable to avoid such clauses until there is clarity on the position.

10. In what circumstances can a party that is not a party to an arbitration agreement be joined to the arbitration proceedings?

Arbitration is considered to be an exceptional form of dispute resolution, as highlighted by UAE law and the decisions of the courts in the UAE. The law requires that an agreement to arbitrate must be in writing and signed by the parties who have the legal capacity to dispose of the disputed right. In the absence of such an agreement in writing, a party cannot be compelled to arbitrate.

11. In what circumstances can a party that is not a party to an arbitration agreement compel a party to the arbitration agreement to arbitrate disputes under the arbitration agreement?

See *Question 10*.

Separability

12. Does the applicable law recognise the separability of arbitration agreements?

The Civil Procedure Code does not expressly provide for the doctrine of separability. However, this doctrine is recognised by the UAE courts. The Dubai International Arbitration Centre (DIAC) also recognises the separability of arbitration agreements and the Dubai International Arbitration Centre Rules provide that unless the parties agree otherwise, an arbitration agreement which forms, or was intended to form, part of another agreement must not be regarded as invalid, non-existent or ineffective because that other agreement is invalid, or did not come into existence or has become ineffective, and the arbitration agreement must for that purpose be treated as a distinct agreement (*Article 6.1, DIAC Rules*).

Breach of an arbitration agreement

13. What remedies are available where a party starts court proceedings in breach of an arbitration agreement or initiates arbitration in breach of a valid jurisdiction clause?

Court proceedings in breach of an arbitration agreement

A jurisdictional objection can be made before the local courts if there is an arbitration agreement between the parties. However, any such objection must be made at the first hearing, failing which the court assumes jurisdiction. Normally, the courts decline jurisdiction where a valid arbitration clause is present, if the objection is made during the first hearing.

Arbitration in breach of a valid jurisdiction clause

If the underlying contract does not contain an arbitration clause, or provides for dispute resolution in a form other than arbitration, the arbitral tribunal will not have jurisdiction over the dispute and will refuse to arbitrate the matter.

14. Will the local courts grant an injunction to restrain proceedings started overseas in breach of an arbitration agreement?

Interim relief and injunctions can be sought in the local courts. However, in practice, injunctive relief is rarely granted by the courts in such circumstances.

Joinder of third parties

15. In what circumstances can a third party be joined to an arbitration or otherwise be bound by an arbitration award?

The parties to an arbitration must have entered into an arbitration agreement. There is no provision in the Civil Procedure Code which allows a third party to be:

- Joined to an arbitration.
- Bound by an arbitration award.

ARBITRATORS

Number and qualifications/characteristics

16. Are there any legal requirements relating to the number, qualifications and characteristics of arbitrators? Must an arbitrator be a national of, or licensed to practice in your jurisdiction in order to serve as an arbitrator there?

There is no legal limit on the number of arbitrators required. However, the number of arbitrators must be an odd number (if there is more than one arbitrator).

An arbitrator cannot be (*Article 206, Civil Procedure*):

- A minor.
- Legally incapacitated.
- Stripped of his civil rights because of a criminal conviction (unless he has been rehabilitated).
- Bankrupt (unless he has been discharged).

Independence/impartiality

17. Are there any requirements relating to arbitrators' independence and/or impartiality?

Most of the institutional arbitration rules have express provisions requiring arbitrators' independence or impartiality (for example, *Article 9.1, Dubai International Arbitration Centre Rules*).

An arbitrator can be recused or disqualified from sitting on a matter for the same reasons as a judge. A judge is recused if (*Article 114, Civil Procedure Code*):

- He is the spouse of any of the litigants, or a relative or in-law of the litigant to the fourth degree.
- His spouse has an existing dispute with any of the parties (or their spouses).
- He is an agent, trustee or guardian of any of the parties in his private capacity.
- He has given a legal opinion or has pleaded for any of the parties in the lawsuit, or given any written statement during the course of one.

Appointment/removal

18. Does the law contain default provisions relating to the appointment and/or removal of arbitrators?

Appointment of arbitrators

The parties are free to agree on the appointment of arbitrators, often (but not necessarily) from a list of arbitrators provided by the relevant arbitration institution. If the parties are unable to agree on a procedure for appointing an arbitrator(s) the court can be asked to determine the question.

Removal of arbitrators

Arbitrators cannot be dismissed, except with the agreement of all parties to the dispute. However, at a party's request, a competent court (that is, a court that would have jurisdiction to hear the dispute if it was not submitted to arbitration) can remove an arbitrator if it is proved that the arbitrator deliberately neglected to act in accordance with the arbitration agreement (*Article 207(3), Civil Procedure Code*).

An arbitrator cannot be recused, except for reasons that are discovered after his appointment. The grounds for recusal are the same as those applicable to a court judge (*Article 207, Civil Procedure Code*) (see *Question 17*).

An application to remove an arbitrator must be made to the original court having jurisdiction to hear the dispute within five days from either:

- The arbitrator's appointment.
- The date on which the cause of recusal occurs or becomes known.

An application to remove an arbitrator will not be accepted if the arbitral award has been handed down or if the pleadings are closed (*Article 207(4), Civil Procedure Code*).

PROCEDURE

Commencement of arbitral proceedings

19. Does the law provide default rules governing the commencement of arbitral proceedings?

In relation to the start of arbitral proceedings, the arbitrator(s) must, within 30 days after accepting an arbitration, inform the parties of the date and place of the first session fixed for hearing the dispute (*Article 208(1), Civil Procedure Code*).

Applicable rules and powers

20. What procedural rules are arbitrators bound by? Can the parties determine the procedural rules that apply? Does the law provide any default rules governing procedure?

Applicable procedural rules

The parties can, and often do, decide on the applicable procedural rules in the arbitration agreement. If the arbitration agreement is silent, the parties decide on the applicable procedural rules in the terms of reference at the onset of the proceedings.

With institutional arbitration proceedings, the procedural rules of the institution apply.

Default rules

If the parties cannot agree on the procedural rules, the arbitrator(s) must decide on the applicable rules, provided that the selected rules meet the minimum requirements of the Civil Procedure Code.

Evidence and disclosure

21. If there is no express agreement, can the arbitrator order disclosure of documents and attendance of witnesses (factual or expert)?

For example, under the Dubai International Arbitration Centre Rules, the arbitrator(s) can order, at any time during an arbitration:

- Disclosure of documents and taking of evidence.
- Attendance of experts.
- Witness testimony and hearings.

Additionally, arbitrator(s) can apply to the President of the competent court to (*Article 209(2), Civil Procedure Code*):

- Penalise witnesses who fail to appear or abstain from answering questions.
- Order third parties to produce documents in their possession that are necessary to render an award.
- Appoint a judicial delegation.

However, to make any of these applications, the arbitrator(s) must first suspend the arbitral proceedings.

EVIDENCE

22. What documents must the parties disclose to the other parties and/or the arbitrator? How, in practice, does the scope of disclosure in arbitrations compare

with disclosure in domestic court litigation? Can the parties set the rules on disclosure by agreement?

Scope of disclosure

The scope of disclosure is often very limited in the UAE, both in litigation and arbitration. A party is generally not obliged to disclose any document which is detrimental to its case, unless ordered by the court to do so.

Parties' choice

The parties can determine the rules on disclosure. Increasingly the 2010 IBA Rules on the Taking of Evidence are being adopted within arbitration proceedings. Under the Dubai International Arbitration Centre (DIAC) Rules, the tribunal can decide on the rules of evidence to be applied during the proceedings (*Article 27.2, DIAC Rules*). Additionally, the parties are not required to disclose any document they are not intending to rely on, unless ordered by the arbitrator to do so (*DIAC Rules*).

CONFIDENTIALITY

23. Is arbitration confidential? If so, what is the scope of that confidentiality and who is subject to the obligation (parties, arbitrators, institutions and so on)?

The general rule is that arbitration proceedings are confidential subject to the arbitration agreement and/or the terms of reference. Under the Dubai International Arbitration Centre (DIAC) Rules, an award can be made public only with the agreement of the parties (*Article 37.9, DIAC Rules*).

COURTS AND ARBITRATION

24. Will the local courts intervene to assist arbitration proceedings seated in its jurisdiction?

Interim relief and injunctions can be sought in the local courts. However, in practice it is rare.

25. What is the risk of a local court intervening to frustrate an arbitration seated in its jurisdiction? Can a party delay proceedings by frequent court applications?

Risk of court intervention

A party can attempt to delay proceedings by frequent court applications but there are limited grounds on which these applications can be made. The type of applications can include, for example:

- A jurisdictional challenge.
- Applications for interim relief.
- Challenges to the appointment of the arbitrator(s).

Delaying proceedings

See above, *Risk of court intervention*.

INSOLVENCY

26. What is the effect on the arbitration of pending insolvency of one of more of the parties to the arbitration?

The impact of insolvency proceedings on parties to ongoing arbitration proceedings is untested in the UAE. There are no rules that prevent the continuation of arbitration proceedings, and therefore theoretically, the proceedings should continue.

REMEDIES

27. What interim remedies are available from the tribunal?

Security

The tribunal can issue any provisional orders, or take other interim or conservatory measures it considers necessary, including injunctions and measures relating to the conservation of goods which form part of the subject matter of the dispute (such as an order for deposit with a third party or an order for the sale of perishable goods).

Under the Dubai International Arbitration Centre (DIAC) Rules, the tribunal can also order that a requesting party provide appropriate security (*Article 31.1, DIAC Rules*).

Other interim measures

See above, *Security*.

28. What final remedies are available from the tribunal?

The tribunal can award:

- Damages.
- Injunctions (*see Question 27*).
- Costs (*see Question 32*).
- Interest.

APPEALS

29. Can arbitration proceedings and awards be appealed or challenged in the local courts? What are the grounds and procedure? Can parties waive any rights of appeal or challenge to an award by agreement before the dispute arises (such as in the arbitral clause itself)?

Rights of appeal/challenge

The award of an arbitral tribunal cannot be challenged on substantive grounds (*Article 217, Civil Procedure Code*). However, under Article 216 of the Civil Procedure Code, the parties can apply for the invalidation on the following grounds where the award:

- Was rendered without an arbitration agreement or on the basis of an invalid document.
- Has become time barred or ultra vires.
- Was rendered by arbitrator(s) that:
 - have not been appointed in accordance with the provisions of law;

- were not authorised to render an award; and/or
- did not satisfy the legal requirements.
- Was rendered on the basis of an arbitration agreement in which the subject of the dispute had not been determined.
- Is invalid or the proceedings were invalid in a manner that affects the award.

Grounds and procedure

See above, *Rights of appeal/challenge*.

Excluding rights of appeal

It is not possible to exclude the right to seek the invalidation of an award prior to it being issued. However, parties can waive the right to apply for an annulment of an award after it has been issued.

30. What is the limitation period applicable to actions to vacate or challenge an international arbitration award rendered?

The applicable legislation does not provide for a time limit for challenging domestic or foreign awards in the UAE.

31. What is the limitation period applicable to actions to enforce international arbitration awards rendered outside your jurisdiction?

The applicable legislation does not provide for a time limit for the enforcement of domestic or foreign awards in the UAE.

COSTS

32. What legal fee structures can be used? Are fees fixed by law?

Legal fees are not fixed by law. Hourly rates and fixed fee arrangements are commonly used.

33. Does the unsuccessful party have to pay the successful party's costs? How does the tribunal usually calculate any costs award and what factors does it consider?

Cost allocation

In principle, the unsuccessful party may be liable for the successful party's costs. Recent decisions of the UAE courts require express agreement between the parties empowering the tribunal to award legal costs and as a matter of practice such agreement is usually specified at the time the terms of reference are formulated.

Cost calculation

Arbitral tribunals can award costs at their discretion. A party can apply to the court for a variation of the tribunal's assessment of costs.

Factors considered

Costs are generally awarded on the basis of the:

- Parties' submissions.
- Complexity and nature of the dispute.

- Time spent.
- Discretion of the arbitral tribunal.

It is advisable to have an express provision for the allocation of costs from the outset within the arbitration agreement.

ENFORCEMENT OF AN AWARD

Domestic awards

34. To what extent is an arbitration award made in your jurisdiction enforceable in the local courts?

Arbitral awards must be ratified through the local courts. Therefore, the party seeking to enforce an award must apply to the court to have the award ratified. This involves filing a civil suit in the form of a claimant seeking ratification of the award in the Court of First Instance. The original award and any annexes must be filed with the application. If the award has been rendered outside the UAE it must, in addition:

- Undergo the process of legalisation, which involves:
 - the notarisation and consularisation of the award at the level of the UAE Embassy in the country in which it is issued; and
 - further authentication of the award by the Ministries of Foreign Affairs and Justice in the UAE.
- Be translated (where required).

The application is then served on the defendant and the matter proceeds as a civil claim, with the defendant having an opportunity to respond.

A decision of the Court of First Instance can be appealed to the Court of Appeal and then to the Court of Cassation.

In recent judgments, the Dubai Court of Cassation has increased the scope of the grounds set out in Article 216 of the Civil Procedure Code under which the court may refuse an application to ratify an arbitration award for enforcement. The court has held that an arbitration clause is invalid when the dispute referred to arbitration relates to the application of Article 3 of Dubai Law No. 13 of 2008 (Regulating the Interim Real Estate Register in the Emirate of Dubai).

Article 3 contains provisions concerning the registration of any sale or other disposition of property in the Interim Real Estate Register. The court has held that Article 3 relates to matters concerning public order and that such matters are not capable of resolution by arbitration. Reference was also made to Article 203(4) of the Civil Procedure Code which provides, among other things, that arbitration is not permissible in matters where the subject matter of the dispute is not capable of being reconciled. An arbitration agreement can only be made between parties that are legally entitled to dispose of the disputed right (*see Question 8*).

Public order or policy in the UAE is widely defined and can include matters relating to freedom of trade, circulation of wealth, rules of private ownership and other "rules and foundations upon which society is based" so as not to conflict with the "definite provisions and fundamental principles of Islamic sharia". The Court of Cassation has held that the regulation of wealth and personal ownership are matters of public order and therefore cannot be subject to arbitration and accordingly has refused the ratification and enforcement of such awards.

Foreign awards

35. Is your jurisdiction party to international treaties relating to recognition and enforcement of foreign arbitration awards, such as the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention)?

The UAE is party to the following relevant international treaties:

- The New York Convention.
- Arab Convention on Judicial Co-operation (Riyadh Convention).
- Agreement of Execution of Judgments, Delegations and Judicial Notifications in the Arab Gulf Cooperation Council Countries (GCC Treaty).

Therefore, arbitral awards rendered by an arbitral tribunal in the UAE are enforceable (subject to the local laws) in jurisdictions that are parties to the above treaties.

In addition, the UAE has entered into certain bilateral treaties for judicial co-operation and enforcement of judgments with a number of countries, for example, with France and India.

36. To what extent is a foreign arbitration award enforceable?

The UAE is party to several international and bilateral treaties relating to, among other things, the enforcement of arbitral awards (see Question 29). Therefore, the enforcement of foreign arbitral awards in the UAE is subject to the applicable treaty(ies). If no treaty applies, a civil claim must be filed, and the award can be produced as evidence. Although the principle of reciprocity is supported by the Civil Procedure Code, in the absence of a treaty, the courts tend to treat the matter *de novo* (that is, the court considers all the evidence and facts of the case afresh).

The enforcement of a foreign arbitration award will be denied if the award either:

- Contradicts the provisions of the Islamic sharia or the UAE's Constitution.
- Was issued *in absentia* (that is, the defendant was not present when the award was issued).

If the award is rendered outside of the UAE, it is treated as a foreign award and is subject to the rules relating to foreign awards if:

- There was an existing arbitration agreement.
- The parties were properly summoned.
- The award is not against the public policy of the UAE.
- The ruling is in writing.

Length of enforcement proceedings

37. How long do enforcement proceedings in the local court take, from the date of filing the application to the date when the first instance court makes its final order? Is there an expedited procedure?

The rules of summary procedure apply to the enforcement of arbitral awards (*Article 212, Civil Procedure Code*). However, enforcement proceedings can range between six to 24 months, or even longer if the party against whom the enforcement is sought resists.

REFORM

38. Are any changes to the law currently under consideration or being proposed?

The promulgation of a new federal arbitration law in the UAE is awaited. It is expected that the new law will be based on the UNCITRAL Model Law, as well as influenced by Egyptian Arbitration Law.

MAIN ARBITRATION ORGANISATIONS

Dubai International Arbitration Centre (DIAC)

Main activities. DIAC was established in 1994 by the Dubai Chamber of Commerce, as a centre for commercial conciliation and arbitration. It was significantly modified in 2007 and now handles over 300 cases a year.

W www.diac.ae

Abu Dhabi Commercial Conciliation & Arbitration Centre (ADCCAC)

Main activities. ADCCAC was established by the Abu Dhabi Chamber of Commerce in 1993 and was the first arbitration centre established in the Gulf region.

W www.abudhabichamber.ae

DIFC-LCIA Arbitration Centre

Main activities. The DIFC-LCIA Arbitration Centre was established in 2008 and is a joint venture between the DIFC and the LCIA with the aim of promoting more effective resolution of international business disputes through arbitration and mediation worldwide.

W www.difcarbitration.com

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Professional qualifications. NWFP Bar Council, Pakistan

Areas of practice. Dispute resolution; corporate and commercial; infrastructure and project finance; joint ventures; franchises; distributorships.

Recent transactions

- Representing one of two defendants in advancing its defence and counterclaim in one of the most complex multi-party disputes before the common law courts of the Dubai International Financial Centre (the DIFC Courts).
- Representing the respondent in ICC arbitration relating to a dispute concerning the termination of a supply contract.
- Representing a major developer in Dubai with respect to multi-million dollar claims asserted by a contractor.

Non-professional qualifications. LLM Fordham University School of Law; LLB, University of Bristol

Languages. English, Urdu

Publications. *Practical Law Arbitration Multi-jurisdictional Guide 2013/14: UAE chapter.*

Presentations. *Panelist at Dubai: International Arbitration Summit – The Rise of the Middle East, Wolters Kluwer, Dubai 20 March 2013.*

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Professional qualifications. Attorney-at-Law of the Supreme Court of Sri Lanka, called to the Bar in 2006.

Areas of practice. Dispute resolution; litigation and ADR; construction; and shipping maritime and transport.

Non-professional qualifications. LLM Harvard Law School; LLB (Honours) University of Colombo, Sri Lanka.

Recent transactions

- Representing a major UAE bank in a commercial claim in excess of AED 250 million.
- Represented employers in several construction disputes each involving claims in excess of AED 100 million.
- Successfully representing a client in a claim of about US\$5 million involving international air cargo freight.

Languages. English

Professional associations/memberships. Recommended as a dispute resolution practitioner: Legal 500 EMEA.

Publications.

- *Litigation and Enforcement in the UAE, 2016/17, Practical Law Global Guide (co-author of UAE chapter).*
- *Arrest of Vessels, Maritime Law Handbook, 2012 to 2015 editions, Kluwer Law International.*
- *Arrest of Vessels in the UAE, The Oath Magazine, October 2014.*
- *Dispute Resolution: Volume 2, Arbitration, 2011, Practical Law Global Guide (co-author of UAE chapter).*