

Part 2: Comparing the SCCA Arbitration Rules 2023 with the Rules of other Middle East Arbitration Centres

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Rules	Saudi Center for Commercial Arbitration (“SCCA”) Arbitration Rules 2023	Dubai International Arbitration Centre (“DIAC”) Rules 2022	Abu Dhabi Global Market (“ADGM”) Arbitration Regulations 2015 (as Amended by Amendment No 1 of 2020)	Abu Dhabi Commercial Conciliation & Arbitration Center (“ADCCAC”) Procedural Regulations of Arbitration	Bahrain Chamber for Dispute Resolution (“BCDR”) Rules of Arbitration 2017	Qatar International Centre for Conciliation and Arbitration (“QICCA”) Arbitration Rules 2012
Centre Location	Saudi Arabia.	Dubai.	Abu Dhabi.	Abu Dhabi.	Bahrain.	Qatar.
Commencement	Article 5 The date that SCCA determines at its discretion that the filing requirements for the Request for Arbitration in Article 5 have been satisfied and SCCA registration fee has been paid.	Article 4 The date the complete Request (including the registration fee) is received by DIAC.	Article 36 The date the request for arbitration is received by the Respondent.	Article 5 The date the Request is registered with ADCCAC, accompanied by the registration fee.	Article 3 The date the Request and filing fee are received by BCDR.	Articles 4.2 and 44 The date the Notice of Arbitration is received by the Respondent, provided the registration fee is paid.
Deadline for Response	Article 6 Within 30 days after commencement of the arbitration. No express provision for an extension.	Article 5 Within 30 days of the Respondent’s notice of the Request by DIAC. DIAC may grant an extension of up to 10 days, provided the extension application includes the Respondent’s comments on the number of arbitrators and, if applicable, the nomination of arbitrators.	Not specified.	Article 6 Within 21 days from the Respondent’s receipt of the Request. ADCCAC’s director may grant the Respondent an additional 14 days, failing which ADCCAC shall complete the procedure for appointing the Tribunal.	Article 4 Within 30 days after commencement of the arbitration. BCDR may grant an extension if it considers such extension justified.	Article 5 Within 30 days of the Respondent’s receipt of the Notice of Arbitration. If the response does not include all the information required, QICCA can ask the Respondent to provide the information seven days from the date of the response.
Default number of Arbitrators (where parties have not agreed)	Article 15 Sole arbitrator. The SCCA Court has the discretion to appoint three arbitrators (after consulting the parties) due to the size, complexity or other circumstances of the case.	Article 10 Sole arbitrator. The DIAC Arbitration Court has the discretion to appoint three arbitrators, taking into account the relevant circumstances.	Article 18 Sole arbitrator.	Article 8 Sole arbitrator. ADCCAC may appoint more than one arbitrator if it sees fit with reference to the amount, nature, or circumstances of the dispute. If more than one arbitrator is appointed, the total number of arbitrators shall be an odd number.	Article 8 Sole arbitrator. BCDR may appoint three arbitrators in its sole discretion, taking account of all the circumstances of the dispute.	Article 8 Three arbitrators. The QICCA Committee may, upon a party’s request, appoint a sole arbitrator if: (i) no other parties have responded to a party’s proposal to appoint a sole arbitrator in the relevant time period; and (ii) the party concerned has failed to appoint a second arbitrator; and (iii) the Committee determines a sole arbitrator is more appropriate, in view of the circumstances.
Time limit for challenging Arbitrator	Article 18 Within 14 days after being notified of the appointment or within 14 days after becoming aware of the relevant circumstances giving rise to the challenge.	Article 15 Within 15 days from receipt of the notification of the arbitrator’s appointment, or within 15 days from the date when the facts and circumstances on which the challenge is based became known or ought reasonably to have been known.	Articles 20-21 Unless agreed otherwise, within 30 days after becoming aware of the Tribunal’s constitution or within 30 days after becoming aware of the grounds for challenge.	Article 11(3) Within 14 days from being advised of the arbitrator’s appointment or within 14 days from becoming aware of the relevant circumstances giving rise to the challenge.	Article 11.2 Within 15 days after the date of becoming aware of the relevant facts and circumstances on which the challenge is made. A party that fails to challenge an arbitrator within this 15-day time limit waives its right to make the challenge.	Article 14 Within 15 days after being notified of the arbitrator’s appointment or within 15 days after becoming aware of the relevant circumstances.
Jurisdictional challenges	Article 24 The Tribunal has the power to rule on its own jurisdiction, including: (i) any objections with respect to the existence, scope or validity of the arbitration agreement; or (ii) whether a claim is admissible or arbitrable. Challenges must be raised no later than at the time of the transmission of the Answer to the Request for Arbitration or the answer to any other claims. The Tribunal may extend this time limit at its discretion. The Tribunal’s determination that a contract is non-existent, invalid, or ineffective shall not for that reason	Article 6 The Tribunal has the power to rule on its own jurisdiction, including on the existence, validity, scope, applicability or interpretation of the arbitration agreement. Challenges to the arbitration agreement shall be raised no later than in the Answer to the Request, or in response to any counterclaim. Challenges to the jurisdiction of the Tribunal shall be raised no later than the Statement of Defence or Statement of Defence to Counterclaim.	Articles 25-26 The Tribunal has the power to rule on its own substantive jurisdiction as to: (i) the validity of the arbitration agreement; (ii) whether the Tribunal is properly constituted; and (iii) what matters have been submitted to arbitration in accordance with the arbitration agreement. Challenges at the outset of proceedings must be raised no later than the time the challenger takes the first step in proceedings to contest the merits of the matter in question.	Article 22 The Tribunal shall decide upon submissions relating to its own competence, including objections based upon the non-existence of an arbitration agreement or its extinction, nullity or non-inclusion of the dispute in question. Such challenges shall be raised with the Statement of Defence. Challenges that a Tribunal is exceeding its competence shall be raised as soon as the issue in question arises, otherwise the party extinguishes its right to raise the challenge.	Article 27 The Tribunal has the power to rule on its own jurisdiction, including on: (i) the existence, scope or validity of the arbitration agreement; or (ii) whether all claims and counterclaims may be determined in a single arbitration. Such challenges shall be raised no later than the Statement of Defence if the objection relates to a claim, or the Statement of Defence to Counterclaim if the objection relates to a counterclaim. The Tribunal may extend these time limits.	Article 24 The Tribunal has the power to rule on its own jurisdiction, including on the existence or validity of the arbitration agreement. Such challenges shall be raised no later than in the Statement of Defence, or in the Reply to the counterclaim or claim for set-off that gives rise to the objection. Challenges that a Tribunal is exceeding the scope of its authority shall be raised as soon as the objectionable matter is raised.

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	alone render the arbitration agreement contained in the contract invalid or unenforceable.		An objection that the Tribunal is exceeding its jurisdiction during the proceedings must be made as soon as possible after the matter in question is raised. The Tribunal may consider a later objection if it considers the delay justified.	In all cases, the Tribunal may consider a later plea if it considers the delay is attributable to a reasonable cause.	The Tribunal has the power to determine the existence or validity of a contract of which the arbitration agreement forms a part. Such arbitration agreement shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not for that reason alone render the arbitration agreement invalid.	The Tribunal may extend these time limits if it considers the delay justified. An arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.
Non-payment of the Advance on Costs	Article 43 If the advance deposit is not paid in a timely manner and in full, SCCA shall inform the parties so that one or more may make payment. If payment is not made, the proceedings may be suspended or terminated. The failure of a party asserting claims to make the required payment shall be deemed a withdrawal of such claims.	Appendix I - Article 3 If either party fails to pay its share, the other party may pay the outstanding share. Where a request for payment of an advance on costs is not complied with, the DIAC Arbitration Court may impose a final deadline for payment beyond which the claim/ counterclaim (or the increase in the claim/ counterclaim) shall be considered withdrawn absent payment.	Advance on costs not specified.	Article 39 If a party fails to pay its share, the party with an interest in the arbitration shall pay the share by way of loan to the defaulting party. If all parties fail to make payment, the Tribunal may either: (i) proceed with the arbitration, adjudicate upon the case and determine which party should bear the fees and in what proportion; or (ii) decline the arbitration.	Article 30 and Appendix 1, paragraphs 22-24 BCDR shall inform the parties if the costs are not paid in full so that one or more of the parties may make the required payment. If payment is not made, the Tribunal may (after consulting with BCDR) order suspension or termination of the proceedings. The failure of a party asserting a claim or counterclaim to make the required payment may be deemed a withdrawal of such claim or counterclaim.	Article 48 If the required deposits are not paid in full within the required time period, QICCA shall inform the parties so that one or more may make payment. If payment is not made, the proceedings may be suspended or terminated.
Confidentiality	Articles 36 and 44 The Tribunal, SCCA, the SCCA Court and the SCCA Committees and their members shall not divulge confidential information disclosed during the arbitration by the parties or witnesses. The Tribunal and these SCCA bodies shall keep confidential all matters relating to the arbitration or the award, unless otherwise agreed by the parties or required by applicable law. SCCA may make public any award, unless any party objects to the publication before conclusion of the arbitration. In case of publication, SCCA shall anonymise and/or redact the award.	Article 38 Unless otherwise expressly agreed by the parties (in writing) or required by the law of the seat, the parties and Tribunal undertake to keep confidential all: (i) awards and orders in the arbitration; (ii) materials created for the purpose of the arbitration; and (iii) all other documents produced by a party in the arbitration not otherwise in the public domain. Disclosure may be made to the extent required by legal duty, to protect or pursue a legal right or to enforce or challenge the award in legal proceedings.	Article 45 Unless the parties agree otherwise, no party may publish, disclose or communicate any information relating to the arbitral proceedings or the award to any third party. Disclosure of confidential information is permitted if it is: (i) made in legal proceedings to protect or pursue a legal right or interest or to enforce or challenge the award; (ii) obliged by law or financial reporting obligations; (iii) made to a party’s advisor or potential lenders or investors in connection with financing arrangements; or (iv) determined to be in the interests of justice by the Tribunal. Further, a party may make disclosure to a third party who has a substantial legal or pecuniary interest in the outcome of the proceedings (unless agreed otherwise).	Article 33 Parties are to maintain the confidentiality of awards, along with all materials, documents, expert reports, witness statements, records and procedures, unless required by law or agreed by the parties in writing. The Tribunal’s deliberations are confidential unless required by law or valid rules regarding an arbitrator’s dissenting opinion.	Article 40 Confidential information disclosed during the arbitration shall not be disclosed by the parties, an arbitrator, any emergency arbitrator, any expert to the Tribunal, any Tribunal secretary or BCDR (including its officers and employees). Unless otherwise agreed in writing by the parties or required by applicable law, the Tribunal, any emergency arbitrator, any expert to the Tribunal, any Tribunal secretary and BCDR (including its officers and employees) shall keep confidential all matters relating to the arbitration and the award. An award may be made public only with the consent of all parties or as required by law. BCDR may, however, publish awards, orders, decisions and rulings which have become public, or are redacted (unless the parties agree otherwise in writing).	Article 41 Awards, decisions and materials submitted by the parties in the proceedings (and which are not in the public domain) shall not be disclosed by the parties, arbitrators, Tribunal-appointed experts, the Tribunal secretary or QICCA, unless the parties expressly agree in writing otherwise. Such a restriction does not apply where disclosure is: (i) required by law; (ii) made to protect or pursue a legal right; or (iii) made to enforce or challenge an award in legal proceedings. QICCA must obtain written consent from the parties if it wishes to publish a decision or award that reveals the identity of any of the parties. The Tribunal’s deliberations are confidential, unless disclosure is required by court decision.
Timeframe for issuing the Award	Article 33 Unless the parties agree otherwise or SCCA extends the timeframe either on its own initiative or following a	Article 35 Six months from the date of the file’s transmission to the Tribunal by DIAC (unless this conflicts with a mandatory	Not specified.	Article 27 Within six months from the date on which the file was received by the sole arbitrator or president of the Tribunal.	Article 35 The award shall be issued no later than 60 days from the close of proceedings,	Article 18.8 The Tribunal shall exert its best efforts to render the award within six months from the date the file was

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	request from the Tribunal, the award shall be made no later than 75 days from the closing of the proceedings (being “as soon as possible” after the last hearing concerning matters to be decided in a final award or the filing of the last authorised submissions concerning such matters, whichever is later).	provision of the procedural law of the seat). Timeframe may be extended at any time by written agreement of the parties, or by the DIAC Arbitration Court, upon request by the Tribunal or upon its own initiative.		The Tribunal may extend this timeframe by up to a maximum of three months on its own motion or upon a party’s request. The ADCCAC Committee may extend the time limit further following a reasoned application by the Tribunal or a party.	unless otherwise agreed by the parties or determined by BCDR.	transmitted to it, unless a longer period is agreed with the parties.
Correction/ Interpretation of the Award, and additional Awards	<p>Article 39 Within 30 days after receipt of the award, a party may by notice to the other parties, request the Tribunal to: (i) give an interpretation of the award; (ii) correct any clerical, typographical or computational errors made; or (iii) make an additional award as to claims, counterclaims or set-offs presented but omitted from the award.</p> <p>The Tribunal shall determine whether any such request is justified within 45 days of the request being referred to it.</p> <p>The Tribunal may also, on its own initiative within 30 days of the date of the award, correct any error or make an additional award on claims presented but omitted.</p>	<p>Article 37 Within 30 days of receipt of the award, a party may apply to the Tribunal (copying DIAC and the other party) to: (i) give an interpretation of the award; (ii) correct any clerical, typographical or computational errors in the award; or (iii) make an additional award in respect of claims or counterclaims presented in the arbitration but not dealt with in any award.</p> <p>If the Tribunal considers the request justified, it shall make the correction or interpretation within 30 days of receipt of the request and/or shall make an additional award within 60 days for an additional award, after giving the parties an opportunity to be heard).</p> <p>The Tribunal may make corrections on its own initiative within 30 days after the date of the award.</p>	<p>Article 57 The parties are free to agree on the powers of the Tribunal to correct, interpret an award or make an additional award. To the extent there is no such agreement, the following shall apply:</p> <p>Within 30 days of receipt of the award (or a period agreed by the parties), a party may by notice to the other party, request the Tribunal to: (i) correct any computational, clerical or typographical errors or errors of a similar nature; or (ii) if so agreed by the parties, give an interpretation on a specific point or part of the award.</p> <p>If the Tribunal considers the request justified, it shall make the correction or interpretation within 30 days of receipt of the request. The Tribunal may also correct any errors on its own initiative within 30 days of the award.</p> <p>Unless otherwise agreed by the parties, a party may with notice to the other party within 30 days of receipt of the Award, request the Tribunal to make an additional award. If the Tribunal considers the request to be justified, it shall make the additional award within 60 days.</p>	<p>Article 29 Within 14 days of receipt of the award, a party may by notice to the other party, request the Tribunal to: (i) correct any material written errors or calculations; or (ii) give an interpretation of any ambiguities in the findings and conclusion of the award.</p> <p>If the Tribunal considers the request appropriate, it shall make the correction 14 days from the date of the request (extendable by 14 days if the Tribunal deems it necessary), or interpretation 30 days from the date of the request’s submission.</p> <p>The Tribunal may make corrections on its own initiative within 14 days after issuing the award (extendable by 14 days if the Tribunal deems it necessary).</p>	<p>Article 37 Within 30 days after receipt of the award, a party may by notice to the other parties and BCDR, request the Tribunal to: (i) interpret the Award; (ii) correct any clerical, typographical or computational errors; or (iii) make an additional award as to claims or counterclaims presented in proceedings but omitted from the award.</p> <p>If the Tribunal considers the request justified after considering the parties’ contentions, it shall make any correction, interpretation or additional award within 30 days after receipt of the parties’ last submissions regarding the request.</p> <p>The Tribunal may also, on its own initiative within 30 days of the date of the award, correct any error or make an additional award on claims presented but omitted.</p>	<p>Articles 38-40 Within 30 days after receipt of the award, a party may by notice to the other parties, request the Tribunal to: (i) give an interpretation of the award; or (ii) correct any clerical, typographical or computational errors made, or any error or omission of a similar nature in the award.</p> <p>If the Tribunal considers the request justified, it shall make any correction or interpretation within 30 days of receipt of the request.</p> <p>The Tribunal may also make any corrections on its own initiative within 30 days after communication of the award.</p> <p>Within 30 days after the receipt of the termination order or the award, a party may, with notice to the other party and to QICCA, request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.</p> <p>If the Tribunal considers the request for an additional award to be justified, it shall render its award within 45 days after receipt of the request.</p>
Expedited Procedure	<p>Appendix II Expedited procedure rules apply provided: (i) the amount in dispute (the aggregate amount of claims) does not exceed SAR 4 million (excluding costs of arbitration); or (ii) the parties so agree.</p> <p>The award shall be made no later than 30 days from the closure of the proceedings (being “as soon as possible” after the last hearing concerning matters to be decided in a</p>	<p>Article 32 Expedited procedure is available: (i) if the aggregate amount in dispute does not exceed AED 1 million (excluding interest and costs of representation) or such other sum determined by the DIAC Board; (ii) if the parties agree in writing; or (iii) in cases of exceptional urgency as determined by the DIAC Arbitration Court upon a party’s application.</p>	No express provision for an expedited procedure. However, under Article 34, the Tribunal must, in all cases, adopt procedures that avoid unnecessary delay and expense, and facilitate efficient and expeditious conduct of the arbitration.	Not available.	<p>Article 6 Expedited procedure may be applied for if: (i) the total amount in dispute does not exceed US\$ 1 million (and the parties have not agreed in writing otherwise); or (ii) the parties have agreed in writing (irrespective of the value of any claim or counterclaim).</p> <p>The Tribunal shall issue the award no later than 30 days after the close of proceedings, unless otherwise agreed by the parties or determined by BCDR.</p>	No express provision for an expedited procedure. However, the Tribunal is required under Article 18.7 to conduct the proceedings efficiently so as to avoid unnecessary delay and expenses that are likely to increase the costs of arbitration in an unjustified manner.

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	<p>final award or the filing of the last authorised submissions concerning such matters, whichever is later), unless otherwise agreed by the parties, specified by law or determined by SCCA.</p> <p>In any case, the final award shall be made within 180 days from the Tribunal’s constitution unless SCCA decides in exceptional circumstances to extend the timeframe.</p>	<p>The DIAC Arbitration Court must also consider the expedited proceedings to be appropriate based on the circumstances.</p> <p>The Tribunal must issue the Award three months from the file’s transmission to the Tribunal (subject to extension by the Arbitration Court on exceptional grounds).</p>				
Summary dismissal provisions	<p>Article 26 Any party may apply to the Tribunal to dispose of issues of jurisdiction, admissibility or legal merit raised in a claim or defense without the need to follow every step that would otherwise be taken in the ordinary course of an arbitration. Such an application may concern assertions such as: i) an allegation of fact or law material to the outcome of the case is manifestly without merit; ii) no award could be issued in a party’s favour under applicable law; or iii) a material issue of fact or law is suitable for determination by way of early disposition.</p> <p>The application shall be transmitted to the Tribunal, SCCA, and the other parties within 30 days from the filing of the concerned claim or defense. The applicant shall specify the facts and legal basis relied upon, and how an early disposition contributes to a more efficient resolution of the dispute. The Tribunal shall provide the other parties an opportunity to express their views and decide whether to allow the application to proceed, having regard to all relevant circumstances.</p> <p>The Tribunal shall issue an order or award on the application within 30 days from the date it allows the application to proceed. Upon request of the Tribunal, SCCA may extend this time limit by up to 15 days.</p>	<p>No summary dismissal provisions expressly specified. However, under Article 17.2, the Tribunal shall ensure that the arbitration is conducted expeditiously, diligently and in a cost-efficient manner.</p>	<p>Article 42 Unless otherwise agreed by the parties, a party may apply to the Tribunal in writing at any time for summary dismissal on the basis that any other party has no real prospect of success in respect of part or the whole of the claim, counterclaim or defence.</p>	<p>No summary dismissal provisions specified.</p>	<p>Article 18 A party may apply to the Tribunal in writing (with a copy to all other parties and BCDR) for summary determination of a legal or factual issue considered by the party to be material to the outcome of the arbitration.</p>	<p>No summary dismissal provisions expressly specified, but the Tribunal is required under Article 18.7 to conduct the proceedings efficiently so as to avoid unnecessary delay and expenses that are likely to increase the costs of arbitration in an unjustified manner.</p>
Interim measures prior to constitution of Tribunal	<p>Articles 7 A party may apply for emergency relief prior to the appointment of the Tribunal by submitting a written application to SCCA and all other</p>	<p>Appendix II - Article 2 A party may apply for emergency interim relief prior to the Tribunal’s constitution.</p>	<p>Articles 28 and 31 The existence of an arbitration agreement shall not preclude a party from applying to the ADGM Court of First Instance, before or during</p>	<p>Articles 25 and 34 Disputes prior to the constitution of the Tribunal which are not provided for by the Rules shall be ruled upon by the ADCCAC Committee. Such ruling</p>	<p>Articles 14 and 26.4 A party may apply to BCDR (copying all other parties) for appointment of an emergency arbitrator to grant emergency measures. The emergency</p>	<p>Article 27 A party may request the competent court to grant interim or conservatory measures. The applicant party shall inform QJCCA and the Tribunal</p>

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	<p>parties by email, along with the appropriate administrative fee and emergency arbitrator fee. SCCA shall appoint the emergency arbitrator within one business day of receipt of the notice.</p> <p>The emergency arbitrator shall set the schedule for the application. The emergency arbitrator shall have the power to order or award any interim, provisional or precautionary measures deemed necessary. The emergency arbitrator’s interim award shall be issued no later than 15 days from the date the case file was transmitted (SCCA may extend this time limit if necessary). The emergency arbitrator’s powers shall terminate once the Tribunal is constituted.</p> <p>A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.</p>	<p>The application can be made on an ex parte basis (i.e. without notice to the other party), if the applying party:</p> <p>(i) reasonably believes that giving notice to the other party may jeopardise the efficacy of the application; and (ii) the procedural law applicable to the arbitration seat permits ex-parte applications.</p> <p>If the application is allowed, DIAC shall seek to appoint an emergency arbitrator within one day of receipt of the application. The preliminary order shall be issued as soon as reasonably practicable from the date of the file’s transmission to the emergency arbitrator, having regard to nature of the relief sought, the timetable established for the application’s determination and whether the application is made with or without notice.</p>	<p>arbitral proceedings, for interim measures. The ADGM Court of First Instance has the same powers of issuing interim measures in relation to arbitral proceedings as it would in relation to court proceedings.</p> <p>If the case is urgent, the ADGM Court of First Instance may, on application of a party or proposed party to the proceedings, make such orders as it thinks necessary for the purpose of preserving evidence or assets.</p> <p>If the case is not urgent, the ADGM Court shall act only on the application of a party to the arbitral proceedings upon notice to the other parties and to the Tribunal.</p> <p>The above powers of the ADGM Court of First Instance apply even if the seat of the arbitration is outside the ADGM, or the interim measure is sought against a non-party to the arbitration agreement.</p>	<p>shall not be subject to challenge as long as the Tribunal has not been formed.</p> <p>If a party applies to a competent judicial body to take provisional or precautionary measures, such recourse shall not be deemed to contradict or waive the arbitration agreement.</p>	<p>arbitrator shall be appointed by BCDR within two business days after receipt of the application and accompanying fee or as soon as practicable thereafter.</p> <p>The emergency arbitrator shall decide the application no later than 15 days after appointment. The time limit is extendable by written agreement of the parties, or BCDR (upon written request from the emergency arbitrator stating the reasons for extension).</p> <p>The emergency arbitrator shall have the power to order any interim or conservatory measure(s) deemed necessary. The emergency arbitrator shall have no further power to act in this capacity after the Tribunal has been appointed.</p> <p>An application for interim measures made by a party to a court or other judicial authority shall not be deemed incompatible with the arbitration agreement or the article in the BCDR Rules on emergency measures of protection, or a waiver of the right to arbitrate.</p>	<p>immediately after making the application.</p> <p>An application for interim measures shall not affect the powers of the Tribunal or be considered a waiver of the arbitration agreement.</p>
Interim measures after constitution of Tribunal	<p>Article 28</p> <p>The Tribunal may, upon application by a party, grant interim measures. Such interim measures may include an order to: i) maintain or restore the status quo pending determination of the dispute; ii) prevent actions likely to cause harm or prejudice the arbitral process; iii) preserve assets out of which a subsequent award may be satisfied; or iv) preserve evidence.</p> <p>The applicant shall satisfy the Tribunal that: (i) harm not adequately reparable by an award of damages is likely to result; (ii) that this harm “substantially outweighs” the harm likely to result to the party subject to the interim measure if it is granted; and (iii) there is a reasonable possibility that the applicant will succeed on the merits of the claim.</p> <p>A request for interim measures addressed by a party to a judicial</p>	<p>Appendix II - Article 1</p> <p>The Tribunal may, upon a party’s application, grant any interim measure on terms it considers appropriate.</p> <p>An application for interim relief can be made on an ex-parte basis if the applying party satisfies the Tribunal that providing notice to the other party may jeopardise the efficacy of the application.</p> <p>The applicant shall satisfy the Tribunal that: (i) harm not adequately reparable by an award of damages is likely to result; (ii) that this harm “substantially outweighs” the harm likely to result to the party subject to the interim measure if it is granted; and (iii) there is a reasonable possibility that the applicant will succeed on the merits of the claim.</p>	<p>Articles 28 and 31</p> <p>Unless otherwise agreed, the Tribunal may grant interim measures at the request of a party, provided it is made with notice to the other parties.</p> <p>Where the Tribunal has no power or is unable to act effectively, a party may make an interim measures application to the ADGM Court of First Instance.</p> <p>(i) harm not adequately reparable by an award of damages is likely to result; (ii) that this harm outweighs the harm likely to result to the party subject to the interim measure if it is granted; and (iii) there is a reasonable possibility that the applicant will succeed on the merits of the claim.</p> <p>The ADGM Court of First Instance has the same powers of issuing interim measures in relation to arbitral proceedings as it would in relation to court proceedings. Such powers apply</p>	<p>Article 25</p> <p>The Tribunal may, on its own motion, or upon a party’s request, grant provisional or precautionary measures.</p> <p>If a party applies to a competent judicial body to take provisional or precautionary measures, such recourse shall not be deemed to contradict or waive the arbitration agreement.</p>	<p>Article 26</p> <p>The Tribunal may grant any interim or conservatory measures it deems necessary, including injunctive relief and measures for the protection or conservation of property.</p> <p>An application for interim measures made by a party to a court or other judicial authority shall not be deemed incompatible with the article on interim measures of protection in the BCDR Rules or the arbitration agreement, or a waiver of the right to arbitrate.</p>	<p>Article 27</p> <p>The Tribunal may grant interim or conservatory measures.</p> <p>A party may also request the competent court to grant the same measures. The party applying for such measures shall inform QJCCA and the Tribunal immediately after making the application.</p> <p>The applicant shall satisfy the Tribunal that: (i) harm not adequately reparable by an award of damages is likely to result; (ii) that this harm “substantially outweighs” the harm likely to result to the party subject to the interim measure if it is granted; and (iii) there is a reasonable possibility that the applicant will succeed on the merits of the claim.</p> <p>An application for interim measures made to the court by a party shall not affect the powers of the Tribunal or</p>

Part 2: Comparing the SCCA Arbitration Rules 2023 with the Rules of other Middle East Arbitration Centres

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	authority shall not be deemed incompatible with the arbitration agreement, or a waiver of the right to arbitrate.	A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the arbitration agreement, or a waiver of that agreement.	even if the seat of the arbitration is outside the ADGM, or the interim measure is sought against a non-party to the arbitration agreement.			be considered a waiver of the arbitration agreement.
Arbitration costs	<p>Articles 40-42 and Appendix I, SCCA Fee Schedule The Tribunal shall fix costs in the award. A non-refundable registration fee of SAR 5,000 is payable.</p> <p>Administrative expenses are determined by the SCCA Court (in accordance with Appendix I and the SCCA Fee Schedule in force at the time of the commencement of the arbitration) and are based on the sum in dispute. The Tribunal’s fees and expenses shall be determined by the SCCA Court. These fees are to be reasonable in amount and in accordance with the SCCA Fee Schedule.</p>	<p>Articles 36 and Appendix I - Article 4, DIAC Table of Fees and Costs The Tribunal shall fix costs in the award. The DIAC Table of Fees and Costs determines registration, administrative and Tribunal fees by reference to the sums claimed/counterclaimed.</p> <p>When setting the Tribunal’s fees, DIAC shall take into consideration the amount in dispute along with the diligence of the Tribunal, speed and efficiency of the arbitration and complexity of the dispute. Tribunal expenses shall also be payable.</p>	<p>Article 55(6) The Tribunal shall fix costs in the award. The costs shall include (among others) the fees and expenses of the Tribunal and any arbitral institution or appointing authority. Unless the Tribunal determines otherwise, the recoverable costs shall be determined on the basis that they are reasonable and proportionate.</p>	<p>Articles 36-39 and 43-44 The Tribunal shall fix costs in the award. Currently, a non-refundable registration fee of AED 1,000 is payable.</p> <p>An additional fee to ADCCAC is payable, representing 15% of the Tribunal’s fee. The Tribunal’s fee is based on the amount in dispute (and is calculated in accordance with the tables at Articles 43-44 of ADCCAC Rules). ADCCAC’s Director may modify the fees in accordance with the circumstances and complexities of the case.</p>	<p>Article 36 and Appendix 1, paragraph 1-17 The Tribunal shall fix costs in the award. A non-refundable filing fee of US\$ 3,000 is payable. A case management fee based on the value of claims and counterclaims (set out in Appendix 1) is payable.</p> <p>On Tribunal fees, BCDR currently sets a daily rate for hearing days not exceeding US\$ 4,000 and an hourly rate for all time spent other than in hearings not exceeding US\$ 500. A higher rate may be applied if deemed appropriate by the Chamber after consulting the Tribunal and taking into account the circumstances of the case. Any higher rate must be agreed in writing by the parties. Reasonable Tribunal expenses are also payable.</p>	<p>Articles 43-46, Tables 1-2 The Tribunal shall fix costs in the award. A non-refundable registration fee of QR 5,000 is to be paid by each party.</p> <p>Administrative expenses based on the sum in dispute (set out in Table 1) are payable. The Tribunal’s fees are based on the sum in dispute (set out in Table 2). Reasonable Tribunal expenses are also payable.</p>
Cost allocation	<p>Article 40 The Tribunal shall allocate the costs of arbitration among the parties at its discretion, taking into account the circumstances of the case including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.</p>	<p>Article 36 The apportionment of costs between the parties shall be fixed in the award.</p>	<p>Article 55(7) In fixing arbitration costs, the Tribunal may direct to whom, by whom, and in what manner, the whole or any part of the costs shall be paid. The apportionment of costs between the parties shall be fixed in the award.</p>	<p>Article 39 The apportionment of costs between the parties shall be determined in the award.</p>	<p>Articles 16.5 and 36 The Tribunal may allocate costs if it determines that allocation is reasonable with reference to the circumstances of the case and the rules, and/or to protect the efficiency and integrity of the arbitration.</p>	<p>Article 47 The costs of the arbitration shall in principle be borne by the unsuccessful party. The Tribunal may apportion costs if it determines that apportionment is reasonable taking into account the circumstances of the case.</p>