

Part 1: Comparing the ArbitrateAD Rules 2024 with the Rules of the “Top 5” Arbitration Centres



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	Middle East	Europe		Asia-Pacific		
Rules	Abu Dhabi International Arbitration Centre (“ArbitrateAD”) Arbitration Rules 2024	London Court of International Arbitration (“LCIA”) Rules 2020	International Chamber of Commerce (“ICC”) Rules 2021	Singapore International Arbitration Centre (“SIAC”) Rules 2016	China International Economic and Trade Arbitration Commission (“CIETAC”) Rules 2015	Hong Kong International Arbitration Centre (“HKIAC”) Rules 2018
Centre Location	Abu Dhabi.	London.	Paris.	Singapore.	Beijing.	Hong Kong.
Commencement	Article 6 Unless the parties agree otherwise, the date on which the Case Management Office receives the Request and the requisite filing fee.	Article 1 The date the Request (including all accompanying documents) is received electronically by the Registrar, along with the registration fee.	Article 4 The date the Request is received by the ICC Secretariat.	Rule 3 The date the complete and compliant Notice of Arbitration – together with the payment of the filing fee is delivered to the SIAC Registrar.	Article 11 The date the CIETAC Arbitration Court receives the Request for Arbitration.	Article 4 The date the Notice of Arbitration is received by HKIAC.
Deadline for Response	Article 7 Within 21 days of receipt of the Request, unless extended by the Case Management Office pursuant to a reasoned request by the Respondent.	Article 2 Within 28 days of the commencement date, or such lesser or greater period determined by the LCIA Court upon a party’s application or upon its own initiative.	Article 5 Within 30 days from the Respondent’s receipt of the Request from the ICC Secretariat. The ICC Secretariat may grant an extension provided the extension application includes the Respondent’s comments on the number and choice of arbitrators and, if applicable, the nomination of an arbitrator.	Rules 2.6 and 4 Within 14 days from the Respondent’s receipt of the Notice of Arbitration. The SIAC Registrar is empowered to amend the prescribed time limit.	Articles 15 and 68 Within 45 days from the date of the Respondent’s receipt of the Notice of Arbitration from the CIETAC Arbitration Court (or 20 days for domestic arbitration). If the Respondent has justified reasons, the Tribunal (or the CIETAC Arbitration Court where the Tribunal has not been constituted) shall decide whether to grant an extension.	Articles 3.6 and 5 Within 30 days from the Respondent’s receipt of the Notice of Arbitration. HKIAC may amend the time limit if justified by the circumstances of the case. HKIAC shall not intervene if the deadline has been set by the parties or Tribunal (unless the parties agree or the Tribunal directs otherwise).
Default number of Arbitrators (where parties have not agreed)	Article 13 Sole arbitrator, unless the Court decides, after affording the parties a reasonable opportunity to be heard, that it is appropriate to appoint three arbitrators, having regard to the complexity of the case, the amount in dispute, and any other relevant circumstances.	Article 5 Sole arbitrator. The LCIA Court may appoint three arbitrators (or exceptionally, more than three) if it determines that it is appropriate to do so in the circumstances.	Article 12 Sole arbitrator. The ICC Court may appoint three arbitrators if it sees fit.	Rule 9 Sole arbitrator. The SIAC Registrar may appoint three arbitrators, giving due regard to any proposals by the parties, the complexity, quantum involved, or other relevant circumstances.	Article 25 Three arbitrators.	Article 6 No default number is specified. HKIAC shall determine if the case warrants one or three arbitrators, taking into account the circumstances of the case.
Time limit for challenging Arbitrator	Article 16 Within 14 days from receipt of the notice of appointment, or otherwise within 14 days from the date on which the grounds for challenge became known or should have reasonably become known.	Article 10 Within 14 days of the formation of the Tribunal or (if later) within 14 days of the challenging party becoming aware of any of the specified grounds for challenge.	Article 14 Within 30 days from being notified of the appointment or (if later) within 30 days from being informed of the relevant facts and circumstances.	Rules 14 and 15 Within 14 days after receipt of the notice of arbitrator’s appointment or within 14 days after the relevant grounds for challenge became known or should have reasonably been known to the party.	Article 32 Where a party wishes to challenge a nominated arbitrator on the grounds of facts or circumstances declared or disclosed by the arbitrator, the challenge shall be made within 10 days from receipt of such declaration and/or disclosure. Otherwise, a party may make a challenge within 15 days: (i) from the date a party receives the “Notice of Formation of the Arbitral Tribunal”; or (ii) within 15 days after the reason for challenge becomes known to the party (provided this is no later than the conclusion of the last oral hearing).	Article 11 Within 15 days after the confirmation or appointment of the arbitrator has been communicated to the challenging party, or within 15 days after the challenging party becomes aware of the relevant circumstances giving rise to the challenge.
Jurisdictional challenges	Article 8 Before constitution of the Tribunal, a party may request the Court to rule on whether the Court has jurisdiction to administer the arbitration. The Court shall afford the parties a reasonable opportunity to be heard in relation to the challenge. After the Tribunal has been constituted, it is for the Tribunal to decide any challenge to its jurisdiction. The Tribunal has the power to rule on its jurisdiction,	Article 23 The Tribunal has the power to rule on its own jurisdiction and authority, including any objection to the existence, validity, effectiveness or scope of the arbitration agreement. An objection that the Tribunal does not have jurisdiction shall be raised as soon as possible but not later than the Statement of Defence or the Statement of Defence to Counterclaim or Cross-Claim where the	Article 6 The Tribunal has the power to rule on challenges concerning: (i) the existence, validity or scope of the arbitration agreement; or (ii) whether all claims made in arbitration may be determined in a single arbitration, unless the ICC Secretary General refers the matter to the ICC Court for determination.	Rule 28 The Tribunal has the power to rule on its own jurisdiction, including objections with respect to the existence, validity or scope of the arbitration agreement. An objection that the Tribunal does not have jurisdiction shall be raised no later than the Statement of Defence or Statement of Defence to Counterclaim. An objection that the Tribunal is exceeding the scope of its jurisdiction	Article 6 CIETAC has the power (which it may delegate to the Tribunal where necessary) to determine the existence and validity of an arbitration agreement and its jurisdiction over an arbitration case. Objections to an arbitration agreement and/or jurisdiction shall be raised in writing before the first oral hearing held by the Tribunal. Where a case is to be decided on the basis of documents only (or where	Article 19 The Tribunal has the power to rule on its own jurisdiction, including objections with respect to the existence, validity or scope of the arbitration agreement. Challenges shall be raised no later than in the Statement of Defence, or with respect to a counterclaim, in the Defence to the Counterclaim. A submission that the Tribunal is exceeding the scope of its authority shall be made as soon as the

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Rules	<p>Abu Dhabi International Arbitration Centre (“ArbitrateAD”) Arbitration Rules 2024</p> <p>notwithstanding any contention that the underlying contract is non-existent, null and void or unenforceable.</p> <p>Any challenge to the Tribunal’s jurisdiction shall be submitted to the Tribunal no later than the Statement of Defence or a Statement of Defence to a Counterclaim, unless the Tribunal decides that such challenge can be filed later.</p> <p>The Tribunal may, in its discretion, rule on a jurisdictional challenge at any time during the course of the arbitration and in any manner it considers appropriate.</p>	<p>London Court of International Arbitration (“LCIA”) Rules 2020</p> <p>objecting party is responding to a counterclaim or cross-claim. An objection that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to act upon the matter in question. The Tribunal may admit a later objection as to its jurisdiction or authority if it considers the delay justified in the circumstances.</p>	<p>International Chamber of Commerce (“ICC”) Rules 2021</p>	<p>Singapore International Arbitration Centre (“SIAC”) Rules 2016</p> <p>shall be raised within 14 days after the relevant matter arises during proceedings. The Tribunal may admit a later objection if it considers the delay justified.</p>	<p>China International Economic and Trade Arbitration Commission (“CIETAC”) Rules 2015</p> <p>a case is administered by CIETAC Hong Kong Arbitration Centre), objections are to be raised before submission of the first substantive defence.</p>	<p>Hong Kong International Arbitration Centre (“HKIAC”) Rules 2018</p> <p>matter in question is raised during the arbitration. In either case, the Tribunal may admit a later submission if it considers the delay justified.</p>
Non-payment of the Advance on Costs	<p>Article 51</p> <p>If any party fails to pay its share of the advance on costs, the Case Management Office shall give the other party/parties an opportunity to do so within a specified period of time.</p> <p>If the payment is not made within this specified time, the Case Management Office shall dismiss the case in whole or in part. If the file has been transmitted to the Tribunal, the Tribunal shall terminate the case in whole or in part.</p>	<p>Article 24</p> <p>In the event that a party fails or refuses to make any payment on account of costs, the LCIA Court may direct the other party to make payment of an equivalent amount to allow the arbitration to proceed. The failure of a party asserting a claim, counterclaim or cross-claim to make any required payment promptly and in full may be treated as a withdrawal of the respective claim, counterclaim or cross-claim from the arbitration.</p>	<p>Article 37(6), Appendix III - Article 1</p> <p>The Tribunal shall generally only proceed with claims or counterclaims in regard to which the whole advance on costs is paid. In the event of failure to make payment of an advance on costs, the ICC Secretary General may, after consultation with the Tribunal, direct the Tribunal to suspend its work and set a time limit (of no less than 15 days) after which the relevant claims shall be considered withdrawn absent payment.</p> <p>A party that has already paid in full its share of the advance on costs fixed by the ICC Court may pay the unpaid portion of the advance owed by the defaulting party by posting a bank guarantee.</p>	<p>Rule 34</p> <p>A party is free to pay unpaid deposits should the other party fail to pay its share. If a party fails to pay, the Tribunal may suspend its work, the SIAC Registrar may suspend SIAC’s administration of the arbitration in whole or in part, and the SIAC Registrar may (after consulting with the Tribunal and informing the parties) impose a deadline for payment beyond which the relevant claim or counterclaim shall be considered withdrawn absent payment.</p>	<p>Articles 12, 16 and 82</p> <p>In order to file an application for arbitration or counterclaim, the party applying for arbitration and/or any Respondent filing a counterclaim must pay the arbitration fee in advance to CIETAC. A party who has nominated an arbitrator but who fails to advance a deposit for certain actual costs of the nominated arbitrator within the time period specified by CIETAC shall be deemed not to have nominated the arbitrator.</p> <p>Where the parties agree to hold a hearing outside the domicile of CIETAC or its relevant sub-commission/arbitration centre, but fail to advance a deposit for actual costs (such as travel and accommodation expenses) within the period specified by CIETAC, the hearing shall be held at the domicile of CIETAC or its sub-commission/arbitration centre.</p>	<p>Article 41</p> <p>If either party fails to pay its share, HKIAC shall inform the parties in order that one or another of them can make payment. If payment is not made, the Tribunal may order suspension or termination of the arbitration, or continue with the arbitration on such basis (and in respect of such claims or counterclaims) as the Tribunal considers fit.</p>
Joinder and Consolidation	<p>Articles 11 and 12</p> <p>A party to the arbitration or a third party may request that the Court join one or more parties to the arbitration. The Request for Joinder shall be filed with the Case Management Office, with copies to the other parties. The additional party shall, as soon as is reasonably possible but no later than 14 days after receiving a Request for Joinder, provide an Answer to the Request for Joinder (unless extended by the Case Management Office pursuant to a reasoned request by the additional party).</p>	<p>Articles 22.1(x) and 22A</p> <p>The Tribunal shall have the power, upon the application of any party and only after giving the parties a reasonable opportunity to state their views and upon such terms as the Tribunal may decide, allow one or more third persons to be joined in the arbitration as a party provided any such third person and the applicant have consented to such joinder in writing.</p> <p>The Tribunal shall have the power to order with the approval of the LCIA Court, upon the application of any party, after giving all affected parties a reasonable</p>	<p>Articles 7 and 10</p> <p>A party wishing to join an additional party to the arbitration shall submit a Request for Joinder to the Secretariat. The Secretariat may fix a time limit for the submission of a Request for Joinder. The additional party shall submit an Answer within 30 days from receipt of the Request for Joinder.</p> <p>Any Request for Joinder made after the confirmation or appointment of any arbitrator shall be decided by the Tribunal once constituted and shall be subject to the additional party accepting the constitution of the Tribunal and</p>	<p>Articles 7 and 8</p> <p>Prior to the constitution of the Tribunal, a party or non-party to the arbitration may file an application with the Registrar for one or more additional parties to be joined in an arbitration pending under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:</p> <p>(i) the additional party to be joined is prima facie bound by the arbitration agreement.</p> <p>(ii) all parties, including the additional party to be joined,</p>	<p>Articles 18 and 19</p> <p>During the arbitral proceedings, a party wishing to join an additional party to the arbitration may file the Request for Joinder with CIETAC, based on the arbitration agreement invoked in the arbitration that prima facie binds the additional party.</p> <p>Where the Request for Joinder is filed after the formation of the Tribunal, a decision shall be made by CIETAC after the Tribunal hears from all parties including the additional party if the Tribunal considers the joinder necessary.</p>	<p>Articles 27 and 28</p> <p>The Tribunal or, where the Tribunal is not yet constituted, HKIAC shall have the power to allow an additional party to be joined to the arbitration provided that:</p> <p>(i) prima facie, the additional party is bound by an arbitration agreement under the Rules.</p> <p>(ii) all parties, including the additional party, expressly agree.</p> <p>Any decision to permit joinder pursuant to the above is without prejudice to the arbitral tribunal’s power to decide any</p>

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	<p>The Court may, in its discretion, admit an additional party to join the arbitration, if:</p> <ul style="list-style-type: none"> (i) the existing and additional parties all agree. (ii) the Court is satisfied that the additional party is prima facie subject to the Centre’s jurisdiction. <p>When deciding a Request for Joinder, the Court shall afford the parties a reasonable opportunity to be heard and shall have regard to:</p> <ul style="list-style-type: none"> (i) the above requirements. (ii) the efficiency and expeditiousness of the proceedings. (iii) any other relevant circumstances. <p>A party may request the Court to consolidate two or more arbitrations pending under the Rules into a single arbitration, provided that:</p> <ul style="list-style-type: none"> (i) all parties have agreed to consolidate all Claims asserted in the arbitrations are made under the same Arbitration Agreement. (ii) where the Claims are made under more than one Arbitration Agreement, the relief sought arises out of the same transaction or series of transactions, including where the Disputes arise out of contracts consisting of a principal contract and its ancillary contract(s), and the Arbitration Agreements are compatible. <p>After affording the parties and the Tribunal a reasonable opportunity to be heard, the Court may grant or reject, in whole or in part, the Request for Consolidation, having regard to (i) the above requirements; (ii) the stage of the pending arbitration(s); (iii) the efficiency and expeditiousness of the proceedings; and (iv) any other relevant circumstances.</p>	<p>opportunity to state their views and upon such terms (as to costs and otherwise) as the Tribunal may decide:</p> <ul style="list-style-type: none"> (i) the consolidation of the arbitration with one or more other arbitrations into a single arbitration subject to the LCIA Rules where all the parties to the arbitrations to be consolidated so agree in writing the consolidation of the arbitration with one or more other arbitrations subject to the LCIA Rules and commenced under the same arbitration agreement or any compatible arbitration agreement(s) and either between the same disputing parties or arising out of the same transaction or series of related transactions, provided that no arbitral tribunal has yet been formed by the LCIA Court for such other arbitration(s) or, if already formed, that such arbitral tribunal(s) is(are) composed of the same arbitrators. (ii) that two or more arbitrations, subject to the LCIA Rules and commenced under the same arbitration agreement or any compatible arbitration agreement(s) and either between the same disputing parties or arising out of the same transaction or series of related transactions, shall be conducted concurrently where the same arbitral tribunal is constituted in respect of each arbitration. <p>Without prejudice to the generality of the above, the LCIA Court may: (i) consolidate an arbitration with one or more other arbitrations into a single arbitration subject to the LCIA Rules where all the parties to the arbitrations to be consolidated so agree in writing; and (iii) determine, after giving the parties a reasonable opportunity to state their views, that two or more arbitrations,</p>	<p>agreeing to the Terms of Reference, where applicable.</p> <p>In deciding on a Request for Joinder, the Tribunal shall take into account all relevant circumstances, which may include whether the Tribunal has prima facie jurisdiction over the additional party, the timing of the Request for Joinder, possible conflicts of interests and the impact of the joinder on the arbitral procedure.</p> <p>Any decision to join an additional party is without prejudice to the Tribunal’s decision as to its jurisdiction with respect to that party.</p> <p>The Court may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where:</p> <ul style="list-style-type: none"> (i) the parties have agreed to consolidation. (ii) all of the claims in the arbitrations are made under the same arbitration agreement or agreements. (iii) the claims in the arbitrations are not made under the same arbitration agreement or agreements, but the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Court finds the arbitration agreements to be compatible. <p>In deciding whether to consolidate, the Court may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.</p>	<p>have consented to the joinder of the additional party.</p> <p>The Tribunal shall, after giving all parties, including the additional party to be joined, the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for joinder. The Tribunal’s decision to grant an application for joinder is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.</p> <p>Prior to the constitution of any Tribunal in the arbitrations sought to be consolidated, a party may file an application with the Registrar to consolidate two or more arbitrations pending under the Rules into a single arbitration, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:</p> <ul style="list-style-type: none"> (i) all parties have agreed to the consolidation, all the claims in the arbitrations are made under the same arbitration agreement and, if the application has been made after the constitution of the Tribunal, the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration. (ii) the arbitration agreements are compatible, and, if the application has been made after the constitution of the Tribunal, the same Tribunal has been constituted in the other arbitration and: <ul style="list-style-type: none"> - the disputes arise out of the same legal relationship(s). - the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s). 	<p>Where any party objects to the arbitration agreement and/or jurisdiction over the arbitration with respect to the joinder proceedings, CIETAC has the power to decide on its jurisdiction based on the arbitration agreement and relevant evidence.</p> <p>Where the joinder takes place after the formation of the Tribunal, the Tribunal shall hear from the additional party of its comments on the past arbitral proceedings including the formation of the Tribunal.</p> <p>CIETAC shall have the power to decide not to join an additional party where the additional party is prima facie not bound by the arbitration agreement invoked in the arbitration, or where any other circumstance exists that makes the joinder inappropriate.</p> <p>At the request of a party, CIETAC may consolidate two or more arbitrations pending under these Rules into a single arbitration if:</p> <ul style="list-style-type: none"> (i) all of the claims in the arbitrations are made under the same arbitration agreement; (ii) the claims in the arbitrations are made under multiple arbitration agreements that are identical or compatible and the arbitrations involve the same parties as well as legal relationships of the same nature; (iii) the claims in the arbitrations are made under multiple arbitration agreements that are identical or compatible and the multiple contracts involved consist of a principle contract and its ancillary contract(s). (iv) all the parties to the arbitrations have agreed to consolidation. <p>In deciding whether to consolidate the arbitrations, CIETAC shall take into account the opinions of all parties and other relevant factors such as the correlation between the arbitrations concerned, including the nomination and</p>	<p>question as to its jurisdiction arising from such decision.</p> <p>A Request for Joinder shall be raised no later than in the Statement of Defence, except in exceptional circumstances.</p> <p>Within 15 days of receiving the Request for Joinder, the additional party shall communicate an Answer to the Request for Joinder to HKIAC, all other parties and any confirmed or appointed arbitrators.</p> <p>Within 15 days of receiving a Request for Joinder, the parties shall communicate their comments on the Request for Joinder to HKIAC, all other parties and any confirmed or appointed arbitrators.</p> <p>Such comments may include (without limitation):</p> <ul style="list-style-type: none"> (i) any plea that the tribunal lacks jurisdiction over the additional party; (ii) comments on the particulars set forth in the Request for Joinder; (iii) answer to any relief or remedy sought in the Request for Joinder; (iv) details of any claims against the additional party. (v) confirmation that copies of the comments have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators. <p>HKIAC shall have the power, at the request of a party and after consulting with the parties and any confirmed or appointed arbitrators, to consolidate two or more arbitrations pending under these Rules where:</p> <ul style="list-style-type: none"> (i) the parties agree to consolidate. (ii) all of the claims in the arbitrations are made under the same arbitration agreement. (iii) the claims are made under more than one arbitration

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		subject to the LCIA Rules and commenced under the same arbitration agreement or any compatible arbitration agreement(s) and either between the same disputing parties or arising out of the same transaction or series of related transactions, shall be consolidated to form one single arbitration subject to the LCIA Rules, provided that no arbitral tribunal has yet been formed by the LCIA Court for any of the arbitrations to be consolidated.	<p>- the disputes arise out of the same transaction or series of transactions.</p> <p>The Court shall, after considering the views of all parties, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for consolidation. The Court’s decision to grant an application for consolidation is without prejudice to the Tribunal’s power to subsequently decide any question as to its jurisdiction arising from such decision.</p> <p>The Court’s decision to reject an application for consolidation in whole or in part, is without prejudice to any party’s right to apply to the Tribunal for consolidation. Any arbitrations that are not consolidated shall continue as separate arbitrations under these Rules.</p>
			<p>appointment of arbitrators in the separate arbitrations.</p> <p>agreement, a common question of law or fact arises in all of the arbitrations, the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions and the arbitration agreements are compatible.</p> <p>Any party wishing to consolidate two or more arbitrations shall communicate a Request for Consolidation to HKIAC, all other parties and any confirmed or appointed arbitrators.</p> <p>Where the non-requesting parties or any confirmed or appointed arbitrators are requested to provide comments on the Request for Consolidation, such comments may include (without limitation) the following particulars:</p> <ul style="list-style-type: none"> (i) comments on the particulars set forth in the Request for Consolidation; (ii) responses to the comments made in the Request for Consolidation. (iii) confirmation that copies of the comments have been or are being communicated simultaneously to all other relevant parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation. <p>The consolidation of two or more arbitrations is without prejudice to the validity of any act done or order made by a competent authority in support of the relevant arbitration before it was consolidated.</p>
Summary dismissal provisions	Article 45 The Tribunal may order early dismissal, in whole or in part, of one or more claims, defences, counterclaims or replies to counterclaims on its own volition or upon application of a party based on merit or jurisdiction.	Article 22.1(viii) The Tribunal has the power, upon the application of any party or upon its own initiative, to issue an early determination of claims, counterclaims, cross-claims or defences that are manifestly outside the jurisdiction of the Tribunal, or are inadmissible or manifestly without merit.	<p>Rule 29 A party may apply to the Tribunal for the early dismissal of a claim on the basis that: (i) a claim or defence is manifestly without legal merit; or (ii) a claim or defence is manifestly outside the jurisdiction of the Tribunal.</p> <p>Articles 6 and 46 No summary dismissal provisions are expressly provided, but a claim may be dismissed upon a finding that CIETAC has no jurisdiction over the case.</p> <p>Where a case is to be dismissed on this basis prior to the formation of the</p>
		No summary dismissal provisions are expressly specified. However, under Article 22 the Tribunal is required to make every effort to conduct the arbitration in an expeditious and cost-effective manner.	Article 43 A party may request that the Tribunal makes an early determination on one or more points of law or fact on the basis that points of law or fact are: (i) manifestly without merit; (ii) manifestly outside of the Tribunal’s jurisdiction; or (iii) even if such points of law or fact are

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	<p>The party applying for early dismissal shall submit a notice of its application to the other parties, the Case Management Office, and the Tribunal which shall include the facts and legal basis on which the application is based.</p> <p>The Tribunal shall issue an order or award granting or denying the application within 30 days of the date of filing the application. This time limit may be (i) extended by the Tribunal for a further 15 days, or (ii) extended even further by the Case Management Office upon a reasoned request by the Tribunal.</p>				<p>Tribunal, the decision shall be made by the President of the CIETAC Arbitration Court. Where a case is to be dismissed after the formation of the Tribunal, the decision shall be made by the Tribunal.</p>	<p>submitted by another party and are assumed to be correct, no award could be rendered in favour of that party.</p>
Interim measures prior to constitution of Tribunal	<p>Articles 34 and 35 A party may seek urgent preliminary measures prior to the constitution of the Tribunal by filing an application to appoint an emergency arbitrator.</p> <p>The party shall include the relief sought, a summary of the facts and nature of the dispute, any relevant agreements, or contracts (including the Arbitration Agreements) and comments on the Seat of emergency proceedings, applicable laws and languages of the proceedings. A non-refundable minimum fee of AED 165,000 is payable.</p> <p>The Court shall appoint an emergency arbitrator within one day of receipt of the application and proof of payment of the fee. The emergency arbitrator shall have the same powers vested in the Tribunal, including to decide any issues as to their own jurisdiction, make its ruling in the form of an order or award, and order any preliminary measures.</p> <p>A request for preliminary measures made by a party shall not be deemed incompatible with the arbitration agreement or these rules, or a contradiction or waiver of rights under the arbitration agreement.</p>	<p>Article 9B A party may apply for the immediate appointment of a temporary sole arbitrator to conduct emergency proceedings (an “emergency arbitrator”). A copy of the request or response accompanying the application shall be delivered to all other parties. If the LCIA Court grants the application, it shall appoint an emergency arbitrator within three days of the LCIA Registrar’s receipt of the application (or as soon as possible thereafter).</p> <p>The emergency arbitrator may make any order or award which the Tribunal could make under the arbitration agreement and shall decide the claim for emergency relief as soon as possible, but no later than 14 days from the emergency arbitrator’s appointment (extendable by the LCIA Court in exceptional circumstances or written agreement of the parties).</p> <p>Any order or award of the emergency arbitrator (apart from any order adjourning any part of the claim for emergency relief to the Tribunal) may be confirmed, varied, discharged or revoked by the Tribunal. The emergency arbitrator provisions do not apply if: (i) the parties opt out in writing; or (ii) the arbitration agreement pre-dates 1 October 2014 and the parties have not agreed to opt in.</p> <p>Notwithstanding the above, a party may apply to a competent state court or other</p>	<p>Articles 28-29 and Appendix V A party may apply to a judicial authority for any interim or conservatory measures before the case file is transmitted to the Tribunal (i.e. prior to the constitution of the Tribunal and payment of the advance on costs). Such application shall not be deemed an infringement or waiver of the arbitration agreement and shall not affect the Tribunal’s powers. Any such application and any measures taken by the judicial authority must be notified to the ICC Secretariat without delay, and the ICC Secretariat will inform the Tribunal.</p> <p>A party may apply for an emergency arbitrator before transmission of the file to the Tribunal. A copy of the application must be provided to each party. Appointment of the emergency arbitrator normally occurs within two days from the ICC Secretariat’s receipt of the application.</p> <p>The emergency arbitrator’s decision shall take the form of an order issued no later than 15 days from the date on which the file was transmitted to them. The President of the ICC Court can extend this timeframe pursuant to a reasoned request from the emergency arbitrator or on the President’s own initiative (if necessary). The emergency arbitrator’s order shall not bind the Tribunal with respect to any question, issue or dispute determined in the order. The Tribunal may modify, terminate or annul the order.</p>	<p>Rule 30 and Schedule 1 A party may file an application for emergency interim relief with the SIAC Registrar (with a copy to the parties) prior to the constitution of the Tribunal. If the SIAC President determines the application should be accepted, the President shall seek to appoint the emergency arbitrator within one day of the SIAC Registrar’s receipt of application and relevant payments. The emergency arbitrator has the power to order or award any interim relief that they deem necessary. The SIAC Registrar must approve the form of any interim order.</p> <p>The interim order or award shall be made within 14 days of the emergency arbitrator’s appointment. The SIAC Registrar may extend this time frame in exceptional circumstances.</p> <p>The emergency arbitrator shall have no power to act after the Tribunal is constituted. The Tribunal may reconsider, modify or vacate any interim order or award issued by the emergency arbitrator, and is not bound by the reasons given by the emergency arbitrator. Any interim order or award issued by the emergency arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 90 days of such order or award or when the Tribunal makes a final award or if the claim is withdrawn.</p> <p>A request for interim relief made to a judicial authority prior to the constitution</p>	<p>Article 23, Appendix III (Emergency Arbitrator Procedures), Articles 1-8 A party may submit an application for the emergency arbitrator procedure with the CIETAC Arbitration Court or arbitration court of the relevant sub-commission or arbitration centre of CIETAC administering the case prior to the Tribunal’s formation. The applicant shall provide copies of the application to the other parties. If the CIETAC Arbitration Court decides to apply the emergency arbitrator procedures, the President of the CIETAC Arbitration Court shall appoint an emergency arbitrator within one day from his/her receipt of the Application and advance payment of costs.</p> <p>The emergency arbitrator has the power to order or award necessary emergency relief. The decision shall be made within 15 days from the date of the arbitrator’s acceptance of appointment. The President of the CIETAC Arbitration Court may extend the time period upon the emergency arbitrator’s request, if he/she considers it reasonable.</p> <p>The decision of the emergency arbitrator shall cease to be binding: (i) if the emergency arbitrator or the Tribunal terminates the decision of the emergency arbitrator; (ii) if the President of the CIETAC Arbitration Court decides to accept a challenge against the emergency arbitrator; (iii) upon the rendering of the final award by the Tribunal (unless the Tribunal decides that the decision of the emergency arbitrator shall continue to be</p>	<p>Article 23 and Schedule 4 A party may apply for urgent interim or conservatory relief prior to the Tribunal’s constitution. If HKIAC determines it should accept the application, HKIAC shall seek to appoint the emergency arbitrator within 24 hours after receipt of the application and deposit. An emergency arbitrator shall determine the application, and may order any interim measure(s) it deems necessary or appropriate.</p> <p>Any decision, order or award on the application shall be made within 14 days from transmission of the case file to the emergency arbitrator.</p> <p>Any decision, order or award of an emergency arbitrator will cease to be binding if: (i) the emergency arbitrator or the Tribunal so decides; (ii) upon the Tribunal rendering a final award (unless the Tribunal expressly decides otherwise); (iii) upon the termination of the arbitration before the rendering of a final award; or (iv) if the Tribunal is not constituted within 90 days from the date of the decision, order or award of the emergency arbitrator. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by HKIAC.</p> <p>Parties are not prevented from seeking urgent interim or conservatory measures from a competent authority at any time. Such a request shall not be deemed</p>

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	Middle East	Europe	Asia-Pacific			
Rules	Abu Dhabi International Arbitration Centre (“ArbitrateAD”) Arbitration Rules 2024	London Court of International Arbitration (“LCIA”) Rules 2020	International Chamber of Commerce (“ICC”) Rules 2021	Singapore International Arbitration Centre (“SIAC”) Rules 2016	China International Economic and Trade Arbitration Commission (“CIETAC”) Rules 2015	Hong Kong International Arbitration Centre (“HKIAC”) Rules 2018
		legal authority for interim or conservatory measures.	The provisions do not apply if: (i) the arbitration agreement pre-dates 1 January 2012; (ii) the parties have agreed to opt out; or (iii) the arbitration agreement in question arises from a treaty.	of the Tribunal is not incompatible with the SIAC Rules.	effective); (iv) upon the applicant’s withdrawal of all claims before the rendering of the final award, (v) if the Tribunal is not formed within 90 days from the date of the decision of the emergency arbitrator. Such period may be extended by agreement of the parties or by the CIETAC Arbitration Court in appropriate circumstances; or (vi) if the arbitration proceedings have been suspended for 60 consecutive days after the formation of the Tribunal. The proceedings shall not affect the parties’ right to seek interim measures from a competent court pursuant to applicable law.	incompatible with the arbitration agreement, or as a waiver.
Interim measures after constitution of Tribunal	Article 34 The Tribunal may order any preliminary measures it considers appropriate, including interim, preliminary, provisional or precautionary measures. A request for preliminary measures made by a party shall not be deemed incompatible with the arbitration agreement or these rules, or a contradiction or waiver of rights under the arbitration agreement.	Article 25 The Tribunal has the power, upon application of any party and after giving all other parties a reasonable opportunity to respond to such application. to: (i) order any Respondent to pay security for an amount in dispute; (ii) make orders concerning the preservation, storage, sale or other disposal of relevant monies, documents, property, etc. under a party’s control and relating to the subject-matter of arbitration; and (iii) order, on a provisional basis, any relief the Tribunal would have the power to award. Security for costs orders are also available. A party may apply to a competent state court or other legal authority for these interim measures, after the formation of the Tribunal. Such an application can only be made in exceptional circumstances and with the Tribunal’s authorisation. The Tribunal also has the power to order any claiming, counterclaiming or cross-claiming party to provide security for legal costs and arbitration costs.	Article 28 Unless otherwise agreed, the Tribunal may order any interim or conservatory measure it deems appropriate, at the request of a party. In appropriate circumstances, the parties may also apply to a competent judicial authority for interim or conservatory measures. Such an application shall not be deemed an infringement or waiver of the arbitration agreement and shall not affect the Tribunal’s powers. Any such application and any measures taken by the judicial authority must be notified to the ICC Secretariat without delay, and the ICC Secretariat will inform the Tribunal.	Rule 30 The Tribunal may grant any interim relief it deems appropriate, at the request of a party. A request for interim relief made to a judicial authority in exceptional circumstances after the Tribunal’s constitution is not incompatible with the SIAC Rules.	Article 23 At the request of a party, the Tribunal may order or award any interim measure(s) it deems necessary or proper in accordance with the applicable law or agreement of the parties. Where a party applies for conservatory measures pursuant to the laws of the People’s Republic of China, CIETAC shall forward the application to the competent court designated by the party in accordance with the law.	Article 23 The Tribunal may grant any interim measure(s) it deems appropriate, at the request of a party. A request for interim measures addressed by a party to a competent authority shall not be deemed incompatible with the arbitration agreement, or as a waiver. When deciding a party’s request for an interim measure the Tribunal shall take into account the circumstances of the case. Relevant factors may include, but are not limited to: (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.
Correction/Interpretation of the Award, and additional Awards	Articles 42 and 43 Within 14 days of the transmission of the award, a party may by notice to all other parties, file a request with the Case Management Office for: (i) correction of the Award, (ii) interpretation of any ambiguity of the award, or (iii) an additional award addressing claims that	Article 27 Within 28 days of receipt of the award, a party may by written notice to the LCIA Registrar (copied to all other parties) request the Tribunal to: (i) correct any computational, clerical or typographical error, any ambiguity or mistake of a similar nature; or (ii) make an additional award as to any claim, counterclaim or	Article 36 Within 30 days from receipt of the award, any party may request the Tribunal (by application to the ICC Secretariat) to: (i) provide an interpretation of the award; (ii) correct a clerical, computational or typographical error or any errors of a similar nature in the award; or (iii) make an additional award as to claims made in	Rule 33 Within 30 days of receipt of the award, a party may by written notice to the SIAC Registrar and the other party, request the Tribunal to: (i) give an interpretation of the award. If the Tribunal considers the request to be justified, it shall provide the interpretation within 45 days of receipt of the request; (ii) correct any error in	Articles 53 and 54 Within 30 days from receipt of the award, either party may make a written request to the Tribunal to: (i) correct any clerical, typographical or calculation errors or any errors of a similar nature contained in the award; or (ii) make an additional award on any claim or counterclaim advanced in the proceedings but omitted from the award.	Articles 38-40 Within 30 days after receipt of the award, either party may, with notice to the other parties, request the Tribunal to: (i) give an interpretation of the award. The Tribunal shall provide any interpretation it considers appropriate within 30 days after receipt of the request; (ii) correct any errors in computation, any clerical or

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	<p>were asserted during the arbitration but not adjudicated in the award.</p> <p>The Tribunal shall set a time limit, ordinarily not exceeding 14 days, for the parties to submit their comments on such a request for correction of interpretation of the award. The Tribunal shall then, (i) in the case of a request for correction or interpretation, decide upon the request within 14 days after the expiry of the time limit, or extend the time limit up to a further 14 days if necessary, or (ii) in the case of a request for an additional award, rule on the application within 30 days after the expiry of the time limit, or extend the limit up to a further 30 days if necessary.</p> <p>The Tribunal shall correct or interpret the award in the form of an appendix to the award, or by issuing a corrected text of the award.</p>	<p>cross-claim presented in the arbitration but not decided in any award.</p> <p>If the Tribunal considers such a request justified, after consulting the parties, it shall make the correction within 28 days of receipt of the request and/or make the additional award within 56 days of receipt of the Request.</p> <p>The Tribunal may also correct any error or make an additional award upon its own initiative within 28 days of the date of the award, after consulting the parties.</p>	<p>proceedings which the Tribunal has omitted to decide.</p> <p>The Tribunal shall provide the other party with a short time frame (usually not exceeding 30 days from receipt of the application) to comment on the application. The Tribunal shall submit its decision in draft form to the ICC Court no later than 30 days from expiry of the deadline for the other party’s comments (or another period decided by the ICC Court).</p> <p>The Tribunal may also make corrections on its own initiative within 30 days of the notification of the award to the parties.</p>	<p>computation, any clerical or typographical error or any error of a similar nature.</p> <p>If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. The Tribunal may also make corrections on its own initiative within 30 days of the date of the award; or (iii) make an additional award as to claims presented in the arbitration but not dealt with in the award.</p> <p>If the Tribunal considers the request to be justified, it shall make the additional award within 45 days of receipt of the request.</p> <p>The SIAC Registrar may extend the above time limits if necessary.</p>	<p>If such an error or omission does exist, the Tribunal shall make the written correction or additional award within 30 days of its receipt of the written request.</p> <p>The Tribunal may also make written corrections or an additional award on its own initiative within a reasonable time after the award is made.</p>	<p>typographical errors or errors of a similar nature. The Tribunal shall make any corrections it considers necessary within 30 days after receipt of the request. The Tribunal may make corrections on its own initiative within 30 days of the date of the award; or (iii) make an additional award as to claims presented in the arbitration but omitted from the award.</p> <p>If the Tribunal considers the request justified, it will make the additional award within 60 days after receipt of the request.</p> <p>The Tribunal may extend the above time limits if necessary.</p>
Expedited Procedure	<p>Article 36 Unless the parties have expressly agreed otherwise, expedited procedure rules apply if the amount in dispute does not exceed AED 9,000,000, representing the aggregate value of all claims and counterclaims.</p> <p>Unless otherwise agreed by the parties, the Tribunal may, on the application of a party or on its own volition, after affording the parties a reasonable opportunity to be heard, request the Court either to apply or not to apply the expedited procedure, regardless of whether the AED 9,000,000 criteria above has been satisfied.</p> <p>In the expedited procedure, the final Award shall be made within four months from the date the case file is submitted to the Tribunal.</p>	<p>Articles 9A and 9C No express reference to an expedited procedure being available. However, under Article 14.5, the Tribunal may make any procedural order it considers appropriate in relation to the efficient and expeditious conduct of the arbitration.</p> <p>The expedited formation of the Tribunal is available upon application in cases of exceptional urgency. An expedited appointment of a replacement arbitrator is also available.</p>	<p>Article 30 and Appendix VI Expedited procedure rules may apply if: (i) the parties so agree; or (ii) the amount in dispute does not exceed US\$ 2 million (if the arbitration agreement was concluded on or after 1 March 2017 and before 1 January 2021) or US\$ 3 million (if the arbitration agreement was concluded on or after 1 January 2021).</p> <p>The expedited procedure rules shall not apply if: (i) the parties have agreed to opt out; (ii) the ICC Court determines that the procedure is inappropriate in the circumstances; or (iii) the arbitration agreement was concluded before 1 March 2017.</p> <p>An award shall be made six months from the date of the case management conference. The ICC Court can extend this timeframe pursuant to a reasoned request by the Tribunal or on its own initiative if it considers it necessary.</p>	<p>Rule 5 A party may apply to the SIAC Registrar for an expedited procedure: (i) if the aggregate amount in dispute does not exceed SG\$ 6 million; (ii) if the parties agree; or (iii) in cases of exceptional urgency.</p> <p>An award under the expedited procedure shall be made within six months from the date of the Tribunal’s constitution, subject to extension by the Registrar in exceptional circumstances.</p>	<p>Chapter IV, Articles 56-64 Summary procedure shall apply: (i) if the amount in dispute does not exceed RMB 5,000,000 unless otherwise agreed by the parties; or (ii) where the amount in dispute exceeds RMB 5,000,000, but one party applies for arbitration under the summary procedure and the other party agrees in writing; or (iii) where both parties have agreed to apply the summary procedure.</p> <p>Where there is no monetary claim or the amount in dispute is not clear, CIETAC shall determine whether or not to apply the summary procedure after full consideration of relevant factors, including but not limited to the complexity of the case and the interests involved.</p> <p>An award under the summary procedure shall be made within three months from the date of the Tribunal’s formation, subject to extension by the President of the CIETAC Arbitration Court if he/she considers it truly necessary and the reasons for extension truly justified.</p>	<p>Article 42 Expedited procedure applies upon application to HKIAC prior to the Tribunal’s constitution if: (i) the amount in dispute does not exceed the amount set by HKIAC on its website (at the date the Notice of Arbitration is submitted); (ii) the parties so agree; or (iii) in cases of exceptional urgency.</p> <p>The award shall be communicated to the parties within six months from transmission of the case file to the Tribunal by HKIAC, subject to extension by HKIAC in exceptional circumstances.</p>
Arbitration costs	<p>Articles 41, 49-51, Annex 1 The Tribunal shall fix costs in the award. A non-refundable filing fee of AED 10,000 is payable, which constitutes part of the administrative fee.</p>	<p>Article 28, Schedule of Costs The LCIA Court shall determine arbitration costs in accordance with the Schedule of Costs. The amount shall be specified in the award or by order.</p>	<p>Article 38 and Appendix III Arbitration costs shall include the fees and expenses of the arbitrators and the ICC administrative expenses, and shall be fixed in the award.</p>	<p>Rules 34-36, Schedule of Fees The SIAC Registrar shall determine arbitration costs. The Tribunal shall specify total arbitration costs in the award.</p>	<p>Articles 3 and 82, Appendix II For (i) international or foreign-related disputes; or (ii) disputes related to the Hong Kong Special Administrative Region, Macao Special Administrative Region and</p>	<p>Article 10, Schedules 1-3 The registration fee in HKIAC’s Schedule of Fees is currently set at HKD 8,000.</p>

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	<p>The Centre’s Schedule of Fees determines the Tribunal and Administrative Fees, which are determined by reference to the amount claimed or counterclaimed.</p> <p>Where an arbitration is terminated before the final Award is made, the costs are determined according to the stage of the arbitration and work performed.</p> <p>When determining the costs of the arbitration, the Court shall have regard to the extent to which the Tribunal acted in an efficient and expeditious manner, the complexity of the dispute, and any other relevant circumstances.</p>	<p>A non-refundable registration fee of £1,950 is payable. Further administrative charges include a sum equivalent to 5% of the fees of the Tribunal, fees for time spent by the LCIA Secretariat and LCIA Court in administering the arbitration and related expenses.</p> <p>The Tribunal’s fees and expenses shall be charged at rates appropriate to the particular circumstances of the case, including its complexity and any requirements as to special qualifications of the Tribunal. Fees shall be at hourly rates not exceeding £500 (or higher in exceptional circumstances).</p>	<p>A non-refundable filing fee of US\$ 5,000 is payable. Administrative expenses and Tribunal fees are based on the amount in dispute (see scales in Appendix III, Article 3).</p> <p>When setting Tribunal fees, the ICC Court shall take into account the diligence and efficiency of the arbitrator, time spent, rapidity of the proceedings, complexity of the dispute and timeliness of the draft award submission. The ICC Court may set a figure higher or lower than limits set in Appendix III in exceptional circumstances.</p>	<p>Currently, a non-refundable Case filing fee of SG\$2,140 for Singapore parties and SG\$2,000 for Overseas parties is payable. Administration fees based on the sum in dispute are payable and are calculated in accordance with the SIAC Schedule of Fees.</p> <p>Tribunal fees are determined according to the sum in dispute and are calculated in accordance with the SIAC Schedule of Fees. Parties may agree to an alternative method of calculation prior to the Tribunal’s constitution. The Tribunal’s reasonable out-of-pocket expenses necessarily incurred and other allowances are payable.</p>	<p>Taiwan Region, a registration fee of RMB 10,000 is payable. The arbitration fee is based on the amount in dispute.</p> <p>For domestic disputes, registration and handling fees based upon the amount in dispute are payable. For cases administered by the CIETAC Hong Kong Arbitration Center, a registration fee of HKD 8,000 is payable, along with administrative fees based upon the amount in dispute. Arbitrator fees are either based upon the amount in dispute or the agreed/determined hourly rate. Arbitrator fees may exceed the maximum prescribed amount if agreed by the parties in writing or if CIETAC so determines under exceptional circumstances.</p> <p>In all cases, CIETAC may also collect other additional and reasonable actual expenses pursuant to the CIETAC Rules.</p>	<p>HKIAC’s administrative fees are based on the sum in dispute and are calculated in accordance with the table in Schedule 1 (“HKIAC’s Administrative Fees”).</p> <p>The HKIAC Rules provide separate Schedules for determination of arbitrators’ fees and expenses based on hourly rates (Schedule 2), and based on the sum in dispute (Schedule 3). Parties are to agree on the applicable method, failing which Schedule 2 shall apply.</p>
Cost allocation	<p>Article 50 Unless otherwise agreed by the parties, the Tribunal shall, at the request of a party, apportion the costs of the arbitration and the parties’ legal costs and expenses, between the parties, having regard to the outcome of the case, each party’s contribution to the efficiency and expeditiousness of the arbitration and any other relevant circumstances.</p>	<p>Article 28 The Tribunal shall decide on apportionment of costs in the absence of a final settlement of the parties’ dispute regarding liability for such costs. The Tribunal’s decisions on cost allocation will generally reflect the parties’ relative success and failure in the arbitration, and may take into account the conduct of the parties.</p>	<p>Article 38 The award shall fix apportionment of costs between the parties. In making decisions on costs, the Tribunal may take into account such circumstances as it considers relevant including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.</p>	<p>Rules 35 and 37 Unless otherwise agreed by the parties, the Tribunal shall determine the apportionment of costs of the arbitration in its award. The Tribunal has authority to order that all or part of legal or other costs of one party are paid by the other.</p>	<p>Article 52 The Tribunal has the power to decide (having regard to the circumstances) that the losing party shall compensate the winning party for its reasonable expenses in pursuing the case. In determining whether expenses are reasonable, the Tribunal shall take into account factors such as the outcome and complexity of the case, workload of the winning party and/or its representative(s), the amount in dispute etc.</p>	<p>Article 34 The Tribunal may apportion all or part of the arbitration costs if it determines that apportionment is reasonable taking into account the circumstances of the case.</p>