

# Part 2: Comparing the ArbitrateAD Rules 2024 with the Rules of other Middle East Arbitration Centres

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Rules	Abu Dhabi International Arbitration Centre ("ArbitrateAD") Arbitration Rules 2024	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 2022	Qatar International Centre for Conciliation and Arbitration ("QICCA") Arbitration Rules 2012
<b>Centre Location</b>	Abu Dhabi.	Saudi Arabia.	Dubai.	Abu Dhabi.	Abu Dhabi.	Bahrain.	Qatar.
<b>Commencement</b>	<b>Article 6</b> Unless the parties agree otherwise, the date on which the Case Management Office receives the Request and the requisite filing fee.	<b>Article 5</b> 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.	<b>Article 4</b> The date the complete Request (including the registration fee) is received by DIAC.	<b>Article 36</b> The date the request for arbitration is received by the Respondent.	<b>Article 5</b> The date the Request is registered with ADCCAC, accompanied by the registration fee.	<b>Article 3</b> The date the Request and filing fee are received by BCDR.	<b>Articles 4.2 and 44</b> The date the Notice of Arbitration is received by the Respondent, provided the registration fee is paid.
<b>Deadline for Response</b>	<b>Article 7</b> Within 21 days of receipt of the Request, unless extended by the Case Management Office pursuant to a reasoned request by the Respondent.	<b>Article 6</b> Within 30 days after commencement of the arbitration. No express provision for an extension.	<b>Article 5</b> 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.	<b>Article 6</b> 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.	<b>Article 4</b> Within 30 days after commencement of the arbitration. BCDR may grant an extension if it considers such extension justified.	<b>Article 5</b> 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.
<b>Default number of Arbitrators (where parties have not agreed)</b>	<b>Article 13</b> 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.	<b>Article 15</b> 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.	<b>Article 10</b> Sole arbitrator. The DIAC Arbitration Court has the discretion to appoint three arbitrators, taking into account the relevant circumstances.	<b>Article 18</b> Sole arbitrator.	<b>Article 8</b> 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.	<b>Article 8</b> Sole arbitrator. BCDR may appoint three arbitrators, taking account of all the circumstances of the dispute.	<b>Article 8</b> 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.
<b>Time limit for challenging Arbitrator</b>	<b>Article 16</b> 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.	<b>Article 18</b> 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.	<b>Article 15</b> 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.	<b>Articles 20-21</b> 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.	<b>Article 11(3)</b> 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.	<b>Article 11.2</b> 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.	<b>Article 14</b> Within 15 days after being notified of the arbitrator's appointment or within 15 days after becoming aware of the relevant circumstances.
<b>Jurisdictional challenges</b>	<b>Article 8</b> 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	<b>Article 24</b> 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	<b>Article 6</b> 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.	<b>Articles 25-26</b> 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.	<b>Article 22</b> 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.	<b>Article 27</b> 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	<b>Article 24</b> 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.

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	<p>decide any challenge to its jurisdiction. The Tribunal has the power to rule on its jurisdiction, 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>Arbitration or the answer to any other claims. The Tribunal may extend this time limit at its discretion.</p> <p>The Tribunal's determination that a contract is non-existent, invalid, or ineffective shall not for that reason alone render the arbitration agreement contained in the contract invalid or unenforceable.</p>	<p>Challenges to the jurisdiction of the Tribunal shall be raised no later than the Statement of Defence or Statement of Defence to Counterclaim.</p>	<p>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.</p> <p>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.</p> <p>The Tribunal may consider a later objection if it considers the delay justified.</p>	<p>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.</p> <p>In all cases, the Tribunal may consider a later plea if it considers the delay is attributable to a reasonable cause.</p>	<p>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.</p> <p>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.</p>	<p>Challenges that a Tribunal is exceeding the scope of its authority shall be raised as soon as the objectionable matter is raised.</p> <p>The Tribunal may extend these time limits if it considers the delay justified.</p> <p>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.</p>
<b>Non-payment of the Advance on Costs</b>	<p><b>Article 51</b></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><b>Article 43</b></p> <p>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.</p> <p>The failure of a party asserting claims to make the required payment shall be deemed a withdrawal of such claims.</p>	<p><b>Appendix I – Article 3</b></p> <p>If either party fails to pay its share, the other party may pay the outstanding share.</p> <p>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.</p>	<p>Advance on costs not specified.</p>	<p><b>Article 39</b></p> <p>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.</p>	<p><b>Article 30 and Appendix 1, paragraphs 22-24</b></p> <p>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.</p> <p>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.</p>	<p><b>Article 48</b></p> <p>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.</p>
<b>Joinder and Consolidation</b>	<p><b>Articles 11 and 12</b></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><b>Articles 12 and 13</b></p> <p>A party may request that the Court join one or more additional parties to the arbitration. The request must be submitted to the Administrator, with copies to the other parties, including the additional party, and shall include the same information required of a Request for Arbitration. Where such a request is made after the appointment of any arbitrator, all parties must agree to the constitution of the Arbitral Tribunal, including the additional party.</p>	<p><b>Articles 8 and 9</b></p> <p>Prior to the appointment of an arbitrator, the Arbitration Court may, upon an application by a party to proceedings, allow two or more arbitrations to be consolidated into a single arbitration if:</p> <ul style="list-style-type: none"> <li>(i) all claims in the arbitrations are made under the same arbitration agreement.</li> <li>(ii) the arbitrations involve the same parties and             <ul style="list-style-type: none"> <li>- the disputes arise out of the same legal relationship(s).</li> </ul> </li> </ul>	<p><b>Articles 38 and 39</b></p> <p>Parties are free to agree that the arbitral proceedings shall be consolidated with other arbitral proceedings. Unless the parties agree to confer such power on the tribunal, the tribunal has no power to order consolidation of proceedings.</p> <p>The parties are free to agree on the procedure for joining an additional party to an arbitration, provided always that the party to be joined is party to the arbitration agreement or has consented to joinder.</p>	<p>No joinder and consolidation provisions expressly specified.</p>	<p><b>Articles 28 and 29</b></p> <p>A party to the arbitration may request that the Chamber join one or more parties to the arbitration. The request must be submitted to the Chamber, with copies to all other parties, including the additional party.</p> <p>A Request for Joinder may be made after the appointment of any arbitrator, provided that:</p> <ul style="list-style-type: none"> <li>(i) all parties agree in writing.</li> <li>(ii) the additional party waives its right to participate in the selection of the arbitral tribunal.</li> </ul>	<p><b>Article 18.6</b></p> <p>The Tribunal may, at the request of any party, allow one or more third person(s) to be joined in the arbitration as a party provided such person is a party to the arbitration agreement, unless the Tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The Tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.</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"> <li>(i) the existing and additional parties all agree.</li> <li>(ii) the Court is satisfied that the additional party is prima facie subject to the Centre's jurisdiction.</li> </ul> <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"> <li>(i) the above requirements.</li> <li>(ii) the efficiency and expeditiousness of the proceedings.</li> <li>(iii) any other relevant circumstances.</li> </ul> <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"> <li>(i) all parties have agreed to consolidate.</li> <li>(ii) all Claims asserted in the arbitrations are made under the same Arbitration Agreement.</li> <li>(iii) 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.</li> </ul> <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</p>	<p>When deciding a request for joinder, the Arbitral Tribunal must also determine whether the joinder is appropriate by considering all relevant circumstances of the case, which shall include:</p> <ul style="list-style-type: none"> <li>(i) the Arbitral Tribunal's jurisdiction over the additional party.</li> <li>(ii) the timing of the joinder request.</li> <li>(iii) potential conflict of interest.</li> <li>(iv) the impact of the joinder on the arbitration.</li> </ul> <p>The additional party shall submit an Answer to the Request for Arbitration within 30 days of accepting the request for joinder.</p> <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"> <li>(i) all parties have agreed to consolidate.</li> <li>(ii) all claims asserted in the arbitrations are made under the same arbitration agreement(s).</li> <li>(iii) where the claims are made under different arbitration agreement(s), but the disputes in the arbitration arise in connection with the same legal relationship, and the Court finds the arbitration agreement(s) to be compatible.</li> <li>(iv) all members of all Arbitral Tribunals are identical and request that there be consolidation.</li> </ul> <p>The Court may grant or reject the request for consolidation, revoke the confirmation or appointment of any arbitrators, appoint additional arbitrators, or select previously appointed arbitrators to serve in the consolidated arbitration. In making</p>	<ul style="list-style-type: none"> <li>- the underlying contracts consist of a principal contract and its ancillary contract(s).</li> <li>- or the claims arise out of the same transaction or series of related transactions.</li> </ul> <p>Prior to the appointment of an arbitrator, the Court may, in its discretion, admit an additional party to join the arbitration, if:</p> <ul style="list-style-type: none"> <li>(i) all parties (including any party to be joined) have consented in writing to the joinder.</li> <li>(ii) the Court is prima facie satisfied that any such party to be joined may be a party to the agreement to arbitrate referred to in the Request.</li> </ul> <p>A party may also be joined following the constitution of the Tribunal. The Tribunal may, upon a party's application and having considered any other relevant factors, including potential conflicts of interest and the impact of the proposed joinder on the arbitration and its efficient and expeditious progress, allow one or more additional parties to be joined, if conditions (i) and (ii) above are satisfied.</p>	<p>Absent such agreement, and before the confirmation or appointment of any arbitrator, the arbitral institution administering the arbitration or, where there is no such institution, the Court, may, upon an application by a party to proceedings and if it considers that it is in the interests of justice to do so, allow one or more third parties to be joined to the arbitration, provided such person:</p> <ul style="list-style-type: none"> <li>(i) is a party to the arbitration agreement.</li> <li>(ii) has consented to joinder in writing.</li> </ul> <p>No additional party may be joined after the confirmation or appointment of any arbitrator, unless all parties, including the additional party, otherwise agree.</p>		<p>When deciding a Request for Joinder, the arbitral tribunal must satisfy itself that an arbitration agreement exists between all parties, including the additional party, and have regard to all appropriate circumstances of the case, including: (i) the stage of the arbitration, and (ii) whether the joinder serves the interests of justice and efficiency.</p> <p>The Chamber may consult with the parties to consolidate two or more arbitrations that are commenced pursuant to the same arbitration agreement and between the same parties.</p> <p>A party may also request the arbitral tribunal to consolidate two or more arbitrations into a single arbitration, provided that:</p> <ul style="list-style-type: none"> <li>(i) all parties have agreed to consolidate.</li> <li>(ii) all claims and counterclaims asserted in the arbitrations are made under the same arbitration agreement.</li> <li>(iii) where the claims are made under more than one arbitration agreement, the arbitrations involve the same parties, the disputes arise in connection with the same legal relationship, and the arbitral tribunal determines that the arbitration agreements are compatible.</li> <li>(iv) no arbitral tribunal has been appointed in the other arbitration(s).</li> <li>(v) where an arbitral tribunal has been appointed, the same arbitration tribunal as that in the first commenced arbitration is appointed.</li> </ul> <p>The arbitral tribunal may grant or reject a request for consolidation,</p>	<p>No provisions expressly specified in relation to consolidation.</p>

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	requirements; (ii) the stage of the pending arbitration(s); (iii) the efficiency and expeditiousness of the proceedings; and (iv) any other relevant circumstances.	its decision, the Court shall have regard to all relevant circumstances, including: (i) applicable law, (ii) the extent to which the same arbitrators have been appointed, (iii) progress already made in the arbitrations, (iv) any common issues of law and/or facts, and (v) whether consolidate would serve the interests of justice and efficiency.				having regard to matters it considers appropriate in the circumstances of the case, including: (i) the stage of the arbitrations, (ii) whether the consolidation would serve the interests of justice and efficiency.	
<b>Use of Technology</b>	<p><b>Articles 33 and 41</b> The Tribunal shall, prior to hearings, take steps to organise the mode of hearings, including in relation to the use of technology.</p> <p>Awards may be signed electronically by the Tribunal, if deemed appropriate, taking into account all relevant circumstances, including but not limited to applicable law.</p>	<p><b>Articles 25 and 36</b> In establishing the procedures for the arbitration, the Tribunal and the parties are encouraged to consider how technology, including but not limited to electronic communications, e-filings, and the electronic presentation of evidence, could be used, including to reduce the environmental impact of the arbitration.</p> <p>In all cases, the Tribunal shall determine the extent to which technology shall be used in view of all circumstances of the case, including any reasoned objection by any party that the use of such technology would impair its ability to present its case.</p> <p>Unless the parties agree, or applicable law requires otherwise, all awards may be signed electronically.</p>	<p><b>Articles 26 and 34</b> The Tribunal shall determine whether hearings shall be held in person, by telephone or through any other appropriate means of virtual communication including video conferencing.</p> <p>Subject to any mandatory provisions of the procedural law applicable to the seat of the arbitration and after consultation with the parties, the Tribunal may sign the award by electronic means.</p>	<p><b>Articles 34 and 55</b> The Tribunal shall consider the use of technology in order to enhance the efficient and expeditious conduct of the arbitration including the use of any other technology the efficient and expeditious conduct of the arbitration.</p> <p>The Tribunal may sign the award by electronic means.</p>	Not specified.	<p><b>Articles 16 and 22</b> In establishing procedures for the case, the arbitral tribunal and the parties shall consider how technology, including electronic communications, might be used to increase the efficiency and economy of the proceedings.</p> <p>Hearings or meetings may be conducted by any electronic means directed by the Tribunal that allows all those who are to participate in the hearing or meeting to do so irrespective of physical location.</p>	Not specified.
<b>Confidentiality</b>	<p><b>Article 47</b> The parties and their representatives, witnesses and experts, as well as the Tribunal, Tribunal Secretary and the Centre and its staff, shall maintain the confidentiality of any and all aspects of the proceedings, whether oral or written.</p> <p>The discussions and deliberations of the Tribunal, the Court and the Secretariat shall be confidential. An exception to this obligation is permitted only to the extent that the disclosing party can establish that the disclosure was minimised, and that it was: (i) agreed upon by the parties; (ii) required under applicable</p>	<p><b>Articles 36 and 44</b> 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.</p> <p>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.</p>	<p><b>Article 38</b> 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.</p> <p>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.</p>	<p><b>Article 45</b> 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.</p> <p>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.</p>	<p><b>Article 33</b> 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.</p> <p>The Tribunal's deliberations are confidential unless required by law or valid rules regarding an arbitrator's dissenting opinion.</p>	<p><b>Article 40</b> 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).</p> <p>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.</p>	<p><b>Article 41</b> 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.</p> <p>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.</p> <p>QICCA must obtain written consent from the parties if it wishes to</p>



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Rules	Abu Dhabi International Arbitration Centre ("ArbitrateAD") Arbitration Rules 2024	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 2022	Qatar International Centre for Conciliation and Arbitration ("QICCA") Arbitration Rules 2012
	law or regulations; (iii) required to pursue or enforce a legal right or claim; or (iv) required by a party to enforce or challenge an Award in legal proceedings.			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).		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).	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.
<b>Timeframe for issuing the Award</b>	<b>Article 38</b> The award shall be made within a maximum period of nine months from the date of the initial case management conference. The Court shall extend this time limit upon the joint request of the parties.	<b>Article 33</b> Unless the parties agree otherwise or SCCA extends the timeframe either on its own initiative or following a 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).	<b>Article 35</b> Six months from the date of the file's transmission to the Tribunal by DIAC (unless this conflicts with a mandatory 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.	Not specified.	<b>Article 27</b> Within six months from the date on which the file was received by the sole arbitrator or president of the Tribunal. 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.	<b>Article 35</b> The award shall be issued no later than 60 days from the close of proceedings, unless otherwise agreed by the parties or determined by BCDR.	<b>Article 18.8</b> The Tribunal shall exert its best efforts to render the award within six months from the date the file was transmitted to it, unless a longer period is agreed with the parties.
<b>Correction/ Interpretation of the Award, and additional Awards</b>	<b>Articles 42 and 43</b> 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 were asserted during the arbitration but not adjudicated in the award.  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.  The Tribunal shall correct or interpret the award in the form of an	<b>Article 39</b> 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.  The Tribunal shall determine whether any such request is justified within 45 days of the request being referred to it.  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.	<b>Article 37</b> 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.  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.  The Tribunal may make corrections on its own initiative within 30 days after the date of the award.	<b>Article 57</b> 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:  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.  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.  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	<b>Article 29</b> 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.  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.  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).	<b>Article 37</b> 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.  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.  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.	<b>Articles 38-40</b> 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.  If the Tribunal considers the request justified, it shall make any correction or interpretation within 30 days of receipt of the request.  The Tribunal may also make any corrections on its own initiative within 30 days after communication of the award.  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.  If the Tribunal considers the request for an additional award to be

# Part 2: Comparing the ArbitrateAD Rules 2024 with the Rules of other Middle East Arbitration Centres

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	appendix to the award, or by issuing a corrected text of the award.			request to be justified, it shall make the additional award within 60 days.			justified, it shall render its award within 45 days after receipt of the request.
<b>Expedited Procedure</b>	<p><b>Article 36</b> 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><b>Appendix II</b> 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 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><b>Article 32</b> 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> <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>	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><b>Article 6</b> 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.
<b>Arbitration costs</b>	<p><b>Articles 41, 49-51, Annex 1</b> 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>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</p>	<p><b>Articles 40-42 and Appendix I, SCCA Fee Schedule</b> 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><b>Articles 36 and Appendix I – Article 4, DIAC Table of Fees and Costs</b> 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><b>Article 55(6)</b> 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><b>Articles 36-39 and 43-44</b> 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><b>Article 36 and Appendix 1, paragraph 1-17</b> 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><b>Articles 43-46, Tables 1-2</b> 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>

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	of the dispute, and any other relevant circumstances.						
Cost allocation	<b>Article 50</b> 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.	<b>Article 40</b> 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.	<b>Article 36</b> The apportionment of costs between the parties shall be fixed in the award.	<b>Article 55(7)</b> 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.	<b>Article 39</b> The apportionment of costs between the parties shall be determined in the award.	<b>Articles 16.5 and 36</b> 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.	<b>Article 47</b> 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.