KEY TRENDS IN INTERNATIONAL ARBITRATION ACROSS AFRICA

2025

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MAURITIUS

PROFILE

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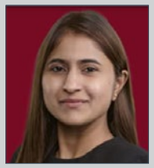

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1. HOW PREVALENT IS INTERNATIONAL ARBITRATION IN MAURITIUS?

Commercial disputes, traditionally handled by national courts, are increasingly being resolved through domestic and international arbitration. International arbitration remains prevalent in the commercial context in construction contracts, as well as constitutions and shareholder agreements of global business companies. For instance, by law, constitutions of global business companies which contain an arbitration clause must provide for Mauritius to be the seat of the arbitration. The key arbitral institutions are the Mauritius Chambers of Commerce and Industry Arbitration Centre (MARC) and the Mauritius International Arbitration Centre (MIAC). Between 2014 and 2024, MARC registered 41 arbitrations, 25% being international (involving at least one non-Mauritian party) and 5% involving only foreign parties. MARC's statistics reveal a significant growth in arbitration within the construction, real estate, and corporate sectors, with emerging activity in intellectual property and energy. With the rise in international project contracts and development projects, Mauritius is expected to see an increase in construction disputes being resolved by way of arbitration.

2. HAVE THERE BEEN ANY SIGNIFICANT AMENDMENTS TO THE LEGISLATION THAT GOVERNS INTERNATIONAL ARBITRATION IN MAURITIUS, OR ARE THERE ANY ON THE HORIZON?

International arbitration is governed by:

(i) the International Arbitration Act 2008 (IAA); which is based on the UNCITRAL Model Law on International Commercial Arbitration (Model Law);
(ii) the Supreme Court (International Arbitration Claims) Rules 2013 (IAA Rules); and
(iii) the Convention on Recognition and Enforcement of Foreign Arbitral Award Act 2001 (2001 Act) which domesticates the New York Convention into the Mauritian law. The law has so far remained unchanged.

3. HAS THERE BEEN ANY CHANGE IN THE STANCE OF THE MAURITIAN COURTS TO INTERNATIONAL ARBITRATION?

Mauritius is recognised for its arbitration-friendly approach, with its courts supporting the recognition and enforcement of foreign arbitral awards through the special framework of the IAA and the 2001 Act. The ruling in *Pueblo Holding Limited v Emirates Trading Agency LLC 2023 SCJ 223* reinforced this stance, confirming that domestic limitation periods contained in the Mauritian Civil Code of Procedure will not apply to the recognition and enforcement of foreign arbitral awards.

4. HAS THERE BEEN ANY CHANGE IN THE GENERAL APPROACH OF THE MAURITIAN COURTS TO THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRATION AGREEMENTS AND FOREIGN ARBITRATION AWARDS?

Mauritian courts have generally adopted a pro-enforcement stance towards the recognition and enforcement of arbitral awards. In *Super-Max Mauritius v Actis Consumer Grooming Products Limited 2024 SCJ 44*, the Court prevented a party from challenging the recognition and enforcement of an arbitral award solely on procedural formalities that (i) were incompatible with the spirit of the New York Convention and (ii) were not contained in the special rules set out in the IAA Rules. The Supermax decision emphasised that the legislature's intention under the IAA is (i) to recognise arbitral awards unless there are exclusive grounds for non-recognition as set out in Article V of the New York Convention and section 39 (2) of the IAA and (ii) to ensure the easier enforcement of arbitral awards.

5. HAVE THERE BEEN ANY JUDICIAL DEVELOPMENTS IN MAURITIUS THAT RELATE TO INTERNATIONAL ARBITRATION?

Laxmanbhai & Co (Mauritius) Ltd v Minaco (Pty) Ltd 2025 SCJ 21 concerned an application to set aside in whole or partially an award on the grounds of a breach of the rules of natural justice under section 39 (2)(b)(iv) of the IAA. During arbitration, the applicant had raised a defence rather than a jurisdictional challenge, in response to the respondent's claims in the form of a notice of preliminary objection. Following a ruling on the preliminary objection on 15 February 2022, the arbitrator issued the final award on 21 August 2023 in favour of the respondent. The applicant contended that the arbitrator had departed from the agreed grounds without giving the Applicant an opportunity to address the issues, thereby breaching the rules of natural justice. The Court made two important pronouncements: first, it held that the preliminary ruling should be treated as a partial award, as it determined an important issue on the merits. Hence, as per section 39(3)(4) of the IAA, the applicant had to challenge the ruling within three months. Second, the Court found no breach of the rules of natural justice as the applicant had ample opportunity to respond and had fully participated in the arbitration.

In *Laporte E.G.L v Laporte M.A.R 2025 SCJ 35*, the Court confirmed that security for costs can be obtained pending an appeal before the Judicial Committee of the Privy Council in the amount equivalent to the arbitral award. The Court had to determine whether security for costs should be awarded in accordance with the IAA Rules or, the pre-existing Appeals to the Privy Council Order 1968 (Order of 1968). The IAA rules allow the Court to determine the amount, manner in which and the time within which the security shall be given and the consequences of breaching an order for security for costs.

> While the Order of 1968 governs all the conditions and procedures for an appeal before the Judicial Committee of the Privy Council, the IAA and its rules on security for costs of an appeal will prevail

6. ARE THERE ANY RECENT JUDGMENTS FROM MAURITIUS COURTS THAT HAVE HAD A MEANINGFUL IMPACT ON THE DEVELOPMENT OF JURISPRUDENCE RELEVANT TO INTERNATIONAL ARBITRATION?

Digame Investment Company Limited & Ors v Apex Fund and Corporate Services (Mauritius) Ltd 2023 SCJ 273 reaffirmed that section 20(7) of the IAA provides a modern international legislative framework which caters for both positive and negative jurisdictional decisions. Laxmanbhai is also a reminder that the time limits set out under the IAA ensures that challenges are dealt with in a fair and timely manner and should be adhered to.

7. HAVE ANY NEW ARBITRAL INSTITUTIONS BEEN ESTABLISHED IN MAURITIUS THAT HANDLE INTERNATIONAL ARBITRATION?

There are no new arbitral institutions in Mauritius.

8. HAVE THERE BEEN ANY UPDATES TO THE RULES OF ANY OF THE KEY ARBITRAL INSTITUTIONS IN MAURITIUS, OR ARE ANY EXPECTED IN 2025?

There are no recent updates to the rules of Mauritius's key arbitral institutions.

9. ARE THERE ANY OTHER TRENDS/CHANGES THAT YOU THINK ARE LIKELY TO OCCUR IN THE INTERNATIONAL ARBITRATION SPACE IN MAURITIUS?

In November 2024, Mauritius saw a shift in government. On 24 January 2025, the new government presented a five-year programme, outlining key judicial reforms, including the establishment of a new Court of Appeal for cases from the Supreme Court and arbitration tribunals. The government also plans to create an international investment and commercial court to boost investor confidence. These reforms are expected to improve access to justice and facilitate business dispute resolution. If successfully implemented, they could further enhance Mauritius' international arbitration regime by providing a quicker and more efficient appeal process for arbitral awards.

NIGERIA

PROFILE

Aluko & Oyebode is one of Nigeria's largest full-service law firms, offering world-class legal services to top-tier Nigerian, international, and multinational clients. Established in 1993, the Firm has produced six Senior Advocates of Nigeria, and currently has 24 partners with gender parity, and over 160 attorneys across Lagos, Abuja, and Port Harcourt. Through the ALN alliance, it accesses over 250 offices in 14 African countries. Renowned for its deep knowledge of Nigerian law and global insight, the Firm excels in transaction advisory and dispute resolution across various sectors including energy, finance, technology, and compliance. The Firm is consistently ranked by Chambers Global, IFLR, and Legal 500.

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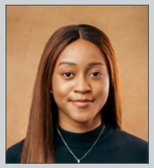

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1. HOW PREVALENT IS INTERNATIONAL ARBITRATION IN NIGERIA?

In Nigeria, international arbitration has gained significant traction as the preferred mechanism for resolving cross-border commercial disputes. This shift can be ascribed to challenges inherent in court proceedings, including prolonged delays, insufficient subject-matter expertise among judges, corruption, and legal uncertainties. In contrast, arbitration presents distinct advantages such as perceived impartiality, expedited resolution of disputes, and enhanced procedural efficiency, particularly in complex disputes and those involving foreign entities.

An emerging trend in Nigeria is the increasing number of arbitration centres in Nigeria, with at least seven institutions handling international arbitration cases nationwide. Furthermore, there has also been a notable enhancement in the expertise of Nigerian practitioners, arbitrators, and courts in international arbitration. Nigerian courts have also shown a stronger inclination to enforce arbitration agreements and arbitral awards. Additionally, the use of digital technologies in arbitration hearings is steadily increasing.

Significant arbitration activity in Nigeria has been observed across sectors such as maritime and shipping, oil and gas, power, investment, construction, and telecommunications. Notably, the energy and construction sectors feature the most high-stakes arbitration cases. Over the past decade, numerous oil and gas-related arbitrations of varying scale have occurred. As the power sector expands, arbitration activity in this area is expected to rise. Additionally, sectors such as healthcare, tourism, sports, and digital industries, including financial services and e-commerce, are also likely to see a rise in arbitration due to growing foreign investments and cross-border collaborations.

2. HAVE THERE BEEN ANY SIGNIFICANT AMENDMENTS TO THE LEGISLATION THAT GOVERNS INTERNATIONAL ARBITRATION IN NIGERIA, OR ARE THERE ANY ON THE HORIZON?

In 2023, Nigeria enacted significant reforms to its international arbitration framework. The Arbitration and Conciliation Act 1988 (ACA), in effect for 35 years, was repealed and replaced by the Arbitration and Mediation Act (AMA), which came into force on 26 May 2023. The AMA aims to enhance fair and efficient dispute resolution, aligning Nigeria's practices with global arbitration standards.

Key changes introduced by the AMA include a mandatory requirement for courts to enforce arbitration agreements, removing the discretionary power courts had under the ACA to refer parties to arbitration. Courts are now required to enforce arbitration agreements unless they are void, inoperative, or incapable of being performed. Other significant amendments include reducing the default number of arbitrators from three to one, introducing emergency arbitrator proceedings, excluding the period between the commencement of arbitration and the award in the application of statutes of limitation for enforcement, and creating a review system for awards.

The AMA also allows for the consolidation of arbitral proceedings, permits third-party funding, and narrows the grounds for challenging arbitral awards, in line with the New York Convention. The ambiguity of the term "misconduct" under the ACA allowed parties to reframe what was essentially a request for a merits review of an award as an allegation of misconduct.

While no major amendments are anticipated in the near future, Nigeria's arbitration landscape is expected to continue evolving to reinforce its standing as a preferred jurisdiction for international commercial disputes.

3. HAS THERE BEEN ANY CHANGE IN THE STANCE OF THE NIGERIAN COURTS TO INTERNATIONAL ARBITRATION?

Nigerian courts have generally upheld the enforcement of international arbitration agreements and rejected requests for anti-arbitration injunctions.

A recent case highlighting the Nigerian courts' stance on international arbitration is *Ecobank (Nig) Ltd & Ors v. Aiteo Eastern E and P Co. Ltd & Anor (2022) LPELR-56994 (CA) (Ecobank)*. In this case, the respondent sought an injunction from the Court of Appeal to restrain two London-seated arbitrations and English High Court proceedings. The Court of Appeal declined to grant the injunction, on the basis that it lacked jurisdiction to interfere with the foreign proceedings. It held that such interference would exceed the jurisdiction conferred by section 6(1) of the Constitution of the Federal Republic of Nigeria, 1999. The Court emphasised the importance of respecting parties' agreements to arbitrate, and for that reason, refused to restrain the foreign arbitrations. This decision marks a shift from the Court's earlier ruling in *SPDC v. Crestar Integrated Natural Resources Ltd (2015) LPELR-40034(CA)*, where it had held that it had jurisdiction to grant an anti-arbitration injunction.

Additionally, in *P.E Bitomen Resources (Nigeria) Limited v. Cocean Nigeria Integrated Limited – LD/17896GCM/2024*, delivered on 20 June 2024 by Honourable Justice Oresanya of the High Court of Lagos State, the court granted anti-suit orders in favour of arbitration administered by the ICC.

4. HAS THERE BEEN ANY CHANGE IN THE GENERAL APPROACH OF NIGERIAN COURTS TO THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRATION AGREEMENTS AND FOREIGN ARBITRATION AWARDS?

The general approach of Nigerian courts towards the recognition and enforcement of foreign arbitration agreements and awards remains largely unchanged, with a focus on adherence to relevant arbitration laws. Although there have been instances where recognition and enforcement were refused, these were typically the result of non-compliance with legal requirements. A notable case is *Limak Yatirim, Enerji Uretim Isletme Hizmetleri Ve Insaat A.S. & Ors V. Sahelian Energy & Integrated Services Ltd (2021) LPELR 58182 (CA) (Limak)*, where the Court of Appeal held that the arbitral award violated the mandatory provisions of the National Office for Technology Acquisition and Promotion Act, 1979 rendering it contrary to Nigeria's public policy and thus setting it aside.

The *Limak* case raised a contentious issue, as the court held that a Nigerian court had jurisdiction to set aside an arbitral award made outside Nigeria, based on Sections 48 and 52 of the ACA. However, this decision is contradicted by more recent decisions, including Ecobank, where the Court of Appeal held that a Nigerian Court would exceed its jurisdiction by interfering with foreign-seated arbitration proceedings. The newly enacted AMA addresses this issue. Section 55 of the AMA clarifies that applications to set aside awards apply only to domestic arbitration while section 1(7) of the AMA excludes Nigerian courts from setting aside foreign awards, further delineating their powers in both domestic and international arbitration contexts.

5. HAVE THERE BEEN ANY JUDICIAL DEVELOPMENTS IN NIGERIA THAT RELATE TO INTERNATIONAL ARBITRATION?

Recent key judicial developments in Nigeria concerning international arbitration include *Ecobank*, which reinforced the courts' commitment to upholding contractually agreed dispute resolution mechanisms and emphasised that Nigerian courts lack jurisdiction to interfere with foreign-seated arbitration.

Another important case is *Emerald Energy Resources Ltd. v. Signet Advisors Ltd* (2020) LPELR-51385 (CA)*, where the Court of Appeal clarified that the law governing the recognition and enforcement of arbitral awards is that of the jurisdiction where enforcement is sought. The court declined to reject an application for the recognition and enforcement of a foreign award solely due to non-compliance with the English Arbitration Act, which governs enforcement in England. It held that Nigerian law, rather than the English Arbitration Act, governs the enforcement of foreign awards in Nigeria.

A significant recent decision by the Supreme Court is *UBA Plc v. Triedent Consulting Ltd (2023) LPELR-60643 (SC)*, which resolved the issue of whether a party seeking to enforce an arbitration agreement must show actual participation in arbitration proceedings before a stay of the court proceedings is granted. The Court ruled that a party must demonstrate a genuine willingness to arbitrate by initiating arbitration and providing documentary evidence, before a stay can be granted. While the decision applied to domestic arbitration under the ACA, its implications extend to international arbitration. It must be noted that the AMA now mandates courts to refer parties to arbitration unless the agreement is void, inoperative, or incapable of being performed, eliminating the previous discretionary power.

6. ARE THERE ANY RECENT JUDGMENTS FROM NIGERIAN COURTS THAT HAVE HAD A MEANINGFUL IMPACT ON THE DEVELOPMENT OF JURISPRUDENCE RELEVANT TO INTERNATIONAL ARBITRATION?

Yes, there are recent judgments by Nigeria's superior courts that are relevant to the development of international arbitration jurisprudence.

In *NNPC v. Fung Tai Engineering Co Ltd (2023) LPELR-59745 SC*, the Supreme Court considered whether a court without subject matter jurisdiction over the underlying claim in a foreign award could preside over recognition and enforcement proceedings. The Court ruled that jurisdiction to enforce an arbitral award is independent of the subject matter of the dispute, and the trial court's role is confined to enforcement, not adjudication.

In *Limak*, the Court of Appeal held that contravention of public policy, such as non-compliance with mandatory statutory provisions, constitutes valid grounds to refuse the recognition and enforcement of a foreign award. This aligns with Article VI 2(b) of the New York Convention.

These decisions are significant in shaping international arbitration practices, as they align with broader global principles concerning enforcement, jurisdiction, and public policy considerations.

7. HAVE ANY NEW ARBITRAL INSTITUTIONS BEEN ESTABLISHED IN NIGERIA THAT HANDLE INTERNATIONAL ARBITRATION?

No, there have been no new arbitral institutions handling international arbitration established in Nigeria recently.

8. HAVE THERE BEEN ANY UPDATES TO THE RULES OF ANY OF THE KEY ARBITRAL INSTITUTIONS IN NIGERIA, OR ARE ANY EXPECTED IN 2025?

On 6 January 2021, the Lagos Court of Arbitration (LCA) announced the establishment of the LCA Arbitration Committee, which was tasked with reviewing the LCA Rules (2018) to ensure they reflect international best practices while also establishing innovative approaches for Africa. However, there have been no further developments or updates since 2021.

Currently, there is no information available regarding potential reviews or changes to the rules of arbitral institutions in Nigeria in 2025. Nonetheless, considering the prevailing economic and commercial conditions coupled with the enactment of the AMA, it is possible that updates to the rules may take place.

9. ARE THERE ANY OTHER TRENDS/CHANGES THAT YOU THINK ARE LIKELY TO OCCUR IN THE INTERNATIONAL ARBITRATION SPACE IN NIGERIA?

Several trends and changes are expected to shape the international arbitration landscape in Nigeria:

1. Environmental, Social, and Governance (ESG) issues are likely to become a significant area of arbitration, particularly in the energy and construction sectors. As companies advance energy transition programmes and respond to increasing shareholder demands for ESG compliance, arbitration will serve as the preferred dispute resolution mechanism for these complex issues.
2. The growth of digital arbitration is anticipated, with virtual and hybrid hearings becoming increasingly common. Accelerated by the COVID-19 pandemic, this trend is expected to continue as businesses seek more cost-effective and efficient dispute resolution methods.
3. With the legal framework for third-party funding now established under the AMA, its adoption is expected to grow, making international arbitration more financially accessible in Nigeria.
4. As Nigeria's renewable energy sector expands, arbitration is likely to play a central role in resolving disputes related to energy transition and evolving policy frameworks.
5. Arbitration in data protection is expected to rise as privacy and data security regulations become more stringent. With the increasing volume of data-driven disputes, particularly in sectors like technology and finance, arbitration will play a key role in resolving data protection conflicts, ensuring a streamlined and specialised approach.

Additionally, enhanced institutional support for arbitration is anticipated, with arbitration centres strengthening their infrastructure to accommodate the rising volume of international disputes. These advancements will further position Nigeria as a leading arbitration hub in Africa.

With the increasing volume of data-driven disputes, particularly in sectors like technology and finance, arbitration will play a key role in resolving data protection conflicts, ensuring a streamlined and specialised approach.

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SOUTH AFRICA

PROFILE

We are a leading full-service law firm in Africa with over 155 years of experience. Webber Wentzel's team of experienced advisors provide multi-disciplinary legal and tax services to clients operating in and across the African continent. Whether expanding into Africa or growing operations across the continent or globally, Webber Wentzel offers exceptional client service and has an outstanding track record of working on some of the most sustainable and transformative matters in Africa.

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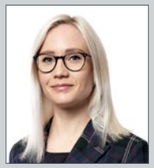

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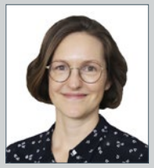

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1. HOW PREVALENT IS INTERNATIONAL ARBITRATION IN SOUTH AFRICA?

The enactment of the International Arbitration Act, 2017 (IAA), which aligned South Africa with global best practices in international arbitration, led to a significant increase in the number of international arbitrations being held in the country. The prevalence of international arbitration continues to rise. The Arbitration Foundation of South Africa (AFSA), one of the country's leading arbitral institutions, registered a more than sixfold increase in the number of arbitrations administered in the five years after the enactment of the IAA as compared with the five years before.

In addition, several initiatives have recently been undertaken to boost South Africa's prominence as a preferred seat for international arbitration in the region. These include the inaugural Johannesburg Arbitration Week (JAW) held in 2024, the establishment of a Southern African arbitration alliance, and strategic partnerships formed by South African arbitral institutions with global arbitral entities like the Permanent Court of Arbitration.

The growth in arbitration is also a result of an overburdened court system in South Africa, and minimal judicial intervention in the review of international arbitral awards.

2. HAVE THERE BEEN ANY SIGNIFICANT AMENDMENTS TO THE LEGISLATION THAT GOVERNS INTERNATIONAL ARBITRATION IN SOUTH AFRICA, OR ARE THERE ANY ON THE HORIZON?

The Judicial Matters Amendment Act of 2023 introduced a minor technical correction to the IAA, which came into effect on 3 April 2024. There are currently no known plans to update the legislation governing international arbitration in South Africa.

3. HAS THERE BEEN ANY CHANGE IN THE STANCE OF THE SOUTH AFRICAN COURTS TO INTERNATIONAL ARBITRATION?

South African courts are supportive of arbitration proceedings, with both the Constitutional Court and Supreme Court of Appeal expressing the view that arbitration should be supported by the courts *(Lufuno Mphaphuli & Associates (Pty) Ltd v Andrews [2009] ZACC 6 at 129 and Zhongji Development Construction Engineering Company Limited v Kamoto Copper Company Sarl [2014] ZASCA 160 at 29)*. Regarding to the extent of court intervention in arbitration, Schedule 1, Article 5 of the IAA provides that no court shall intervene in arbitration proceedings unless provided for under the IAA. In the first case to interpret the IAA, the Supreme Court of Appeal in Tee Que Trading Services (Pty) Ltd v Oracle Corporation South Africa (Pty) Ltd [2022] ZASCA 68 ruled that *"unless an arbitration agreement is null and void, inoperable or incapable of being performed, courts are obliged to stay action proceedings pending referral to arbitration"*. This approach was subsequently followed by the High Court in *Lukoil Marine Lubricants DMCC v Natal Energy Resources and Commodities (Pty) Ltd [2023] ZAKZPHC 31*.

4. HAS THERE BEEN ANY CHANGE IN THE GENERAL APPROACH OF THE SOUTH AFRICAN COURTS TO THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRATION AGREEMENTS AND FOREIGN ARBITRATION AWARDS?

The IAA gives effect to the New York Convention, to which South Africa has been a signatory since 1976. South African courts have consistently held that, under the IAA, foreign arbitral awards must be recognised and enforced in South Africa as required by the New York Convention, subject to the IAA. *In Kapci Coatings SAE v Kapci Coatings SA CC [2024] ZAGPJHC 450,* the High Court ruled that courts must, upon application, make a foreign arbitral award an order of the court if it complies with the provisions of the IAA.

Similarly, in the recent case of *Swedish Credit Export Agency v Sacks Packaging (Pty) Ltd [2024] ZAKZDHC 9*, the High Court made clear that it *"does not sit as a court of review or appeal of an arbitration award"* and that in enforcement proceedings, the role of the court is *"restricted to determining whether the applicant has complied with section 17 [of the IAA] and whether the respondent has raised (and evidenced if the defence is envisaged in section 18(1)(b) of the Act) a permissible defence to the award being made an order of court."* The Court further noted that it was not its role to reconsider the findings made by the arbitral tribunal and concluded that it was duty-bound to enforce an arbitration award in circumstances where the requirements of section 17 had been met.

5. HAVE THERE BEEN ANY JUDICIAL DEVELOPMENTS IN SOUTH AFRICA THAT RELATE TO INTERNATIONAL ARBITRATION?

The South African judiciary has embraced the introduction of the IAA, demonstrating a commitment to aligning with international best practices, as reflected in the UNCITRAL model law. A key example of this approach is the Supreme Court of Appeal's judgment in *Tee Que*, which affirms that South African courts will not intervene in international arbitration proceedings of their own accord. Furthermore, where judicial intervention is sought, the courts will act strictly within the limited scope permitted under the IAA.

6. ARE THERE ANY RECENT JUDGMENTS FROM SOUTH AFRICAN COURTS THAT HAVE HAD A MEANINGFUL IMPACT ON THE DEVELOPMENT OF JURISPRUDENCE RELEVANT TO INTERNATIONAL ARBITRATION?

Tee Que was the first case to be decided on the interpretation of the IAA. Notably, the Court upheld the High Court's decision to stay proceedings instituted before it, citing the existence of an international arbitration clause in the disputed agreement. The judgment clarified that South African courts have no discretion to hear disputes subject to international arbitration clauses.

7. HAVE ANY NEW ARBITRAL INSTITUTIONS BEEN ESTABLISHED IN SOUTH AFRICA THAT HANDLE INTERNATIONAL ARBITRATION?

No new arbitral institutions have been recently established in South Africa. AFSA remains the most well-known arbitration centre in the country and its international rules are commonly used in international arbitrations seated in South Africa. Other South African based arbitral institutions include the Association of Arbitrators and the China-Africa Joint International Arbitration Centre.

8. HAVE THERE BEEN ANY UPDATES TO THE RULES OF ANY OF THE KEY ARBITRAL INSTITUTIONS IN SOUTH AFRICA, OR ARE ANY EXPECTED IN 2025?

AFSA amended their International Rules in 2021 to facilitate the growing demand for international arbitration following the enactment of the IAA. The amended AFSA International Rules provide for:

- the establishment of an AFSA Court, supported by a secretariat responsible for the court's day-to-day administration, which supervises the administration of the resolution of disputes by arbitral tribunals;
- expedited arbitration procedures;
- the issuance of judgments to be given in summary form;
- the appointment of emergency arbitrators;
- authority for the AFSA secretariat to shorten any time limits under the rules and for the arbitral tribunal to resolve disputes based solely on documentary evidence; and
- the joinder and intervention of parties into the arbitration; and
- hearings to take place virtually.

9. ARE THERE ANY OTHER TRENDS/CHANGES THAT YOU THINK ARE LIKELY TO OCCUR IN THE INTERNATIONAL ARBITRATION SPACE IN SOUTH AFRICA?

At JAW in 2024, an alliance was forged between AFSA and ten SADC member countries. The alliance aims to harmonise and standardise the practice of arbitration among the alliance members and this development could reshape arbitration practice in the SADC member states and foster cooperation although this is yet to be seen.

When AFSA amended its International Rules in 2021, it explicitly made provision for third-party funding arrangements in arbitration proceedings. Although the third-party funding market in South Africa is still relatively small, third-party funding arrangements are becoming more common and we anticipate that there will be continued growth in the interest in and availability of third-party funding.

When AFSA amended its International Rules in 2021, it explicitly made provision for third party funding arrangements in arbitration proceedings.

TANZANIA

PROFILE

Breakthrough Attorneys is a Tanzania based corporate-commercial law firm headquartered in Dar es Salaam, with branch offices in Zanzibar and Dodoma. Now in its tenth year, the firm operates as a one-stop centre for legal solutions, renowned for innovation and a solution-oriented culture. Its interdisciplinary teams advise multinational, governmental, and local clients on regulatory compliance, data privacy, tax, M&A, energy and mining, intellectual property, real estate, and complex litigation and arbitration. Through creative forward-thinking strategies, Breakthrough Attorneys turns complex business challenges into clear legal opportunities.

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1. HOW PREVALENT IS INTERNATIONAL ARBITRATION IN TANZANIA?

Arbitral institutions in Tanzania, particularly the Tanzania Institute of Arbitrators (TIArb) and the National Construction Council (NCC) have handled international arbitration disputes in recent years. However, none of these institutions publish their caseload, making it difficult to obtain reliable statistics. International arbitration has been notably active in Tanzania's natural wealth and resources sector, with continued arbitration activity also observed in construction, telecommunications, and finance.

The 2020 Arbitration Act modernises Tanzania's arbitration framework, aligning it with international agreements. It introduces clearer procedural rules, grants arbitrators and their staff immunity from lawsuits, and establishes the Tanzania Arbitration Centre (TAC) to facilitate dispute resolution. The Act applies to both local and international agreements and empowers arbitration panels to determine their own jurisdiction from the moment they are constituted.

2. HAVE THERE BEEN ANY SIGNIFICANT AMENDMENTS TO THE LEGISLATION THAT GOVERNS INTERNATIONAL ARBITRATION IN TANZANIA, OR ARE THERE ANY ON THE HORIZON?

Tanzania has taken significant steps to restore confidence in international arbitration, particularly in relation to investor disputes. The 2020 Arbitration Act aligns Tanzania's dispute resolution framework with global standards, governing both domestic and international arbitration. Similarly, the Tanzania Investment Act 2022 explicitly adopts well-established international arbitration mechanisms, such as the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States, 1965, which led to the establishment of the International Centre for Settlement of Investment Disputes (ICSID), reinforcing Tanzania's commitment to international best practices for resolving disputes between foreign investors and host states, which is crucial for encouraging Foreign Direct Investment (FDI).

These developments signal to potential investors that the Tanzanian government is committed to maintaining a transparent and efficient legal framework for resolving investment-related disputes through recognised international arbitration forums. The inclusion of such mechanisms provides a sense of security for investors, knowing that any disputes they might have with the government or other parties will be handled by neutral, internationally recognised institutions.

Previously, the Natural Wealth and Resources (Permanent Sovereignty) Act of 2017 mandated that disputes related to natural resources be resolved exclusively within Tanzania (section 11). However, recent legal developments indicate a shift towards a more open arbitration framework. Some of these amendments include the Tanzania Investment Act 2022, which repealed its 1997 predecessor, which reinstates the country's commitment to respecting bilateral agreements and international treaties, especially in the dispute settlement space. This change restores foreign investors' access to international arbitration forums, with provisions such as section 33(2)(c) which makes forums such as ICSID accessible, thereby encouraging FDI into Tanzania.
Read more here

The Legal Sector Laws (Miscellaneous Amendments) Act, 2023, also introduced key changes, including an amendment to Section 82 of the Arbitration Act, transferring arbitrator registration from the TAC to the Registrar under the Civil Procedure Act. Further amendments to the 2020 Arbitration Act are expected in 2025, with experts currently reviewing areas of reform. Meanwhile, Zanzibar plans to enact a new Arbitration Act in 2025, replacing its 1928 law.

3. HAS THERE BEEN ANY CHANGE IN THE STANCE OF THE TANZANIAN COURTS TO INTERNATIONAL ARBITRATION?

Tanzania has demonstrated a positive and supportive stance toward international arbitration, particularly through the enactment of the Arbitration Act, Cap. 15 in 2020. This legislation establishes a framework for regulating international arbitral proceedings and provides for the recognition and enforcement of foreign arbitral awards.

Tanzania is a party to the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention). This allows for the recognition and enforcement of arbitral awards made in other convention territories. Tanzania has also ratified ICSID, which applies to ICSID awards.

Tanzanian courts have further affirmed this position through various judgments clarifying the legal framework for recognising and enforcing of foreign arbitral awards. In *Mindset Techies Ltd vs Ministry of Education and Vocational Training-Zanzibar (Commercial Application No. 71 of 2023) [2024] TZHCComD 136*, the Court stated that *"In applications for enforcement of domestic arbitral awards whose seat of arbitration is Mainland Tanzania or foreign arbitral awards whose seat is outside the United Republic, the only grounds for considerations are those enumerated under Section 83 of the Arbitration Act, 2020. These grounds are a replica of treaty provisions, notably the New York Convention on Recognition and Enforcement of Foreign Arbitral Awards, 1958, and the UNCITRAL Model Law on Arbitration. Article V of the New York Convention has been domesticated in Section 83(2), (4) and (5) of the Tanzania Arbitration Act"*.

The national courts have gone further to specify that recognition and enforcement may be refused only if the opposing party proves certain grounds, such as incapacity of the parties, invalid arbitration agreement, lack of proper notice, exceeding the scope of arbitration, procedural irregularities, or if the award is not yet binding or has been set aside. Enforcement can also be denied if the dispute is not arbitrable under Tanzanian law or if enforcing the award violates public policy, in terms of the 2020 Arbitration Act and conventions.

4. HAS THERE BEEN ANY CHANGE IN THE GENERAL APPROACH OF THE TANZANIAN COURTS TO THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRATION AGREEMENTS AND FOREIGN ARBITRATION AWARDS?

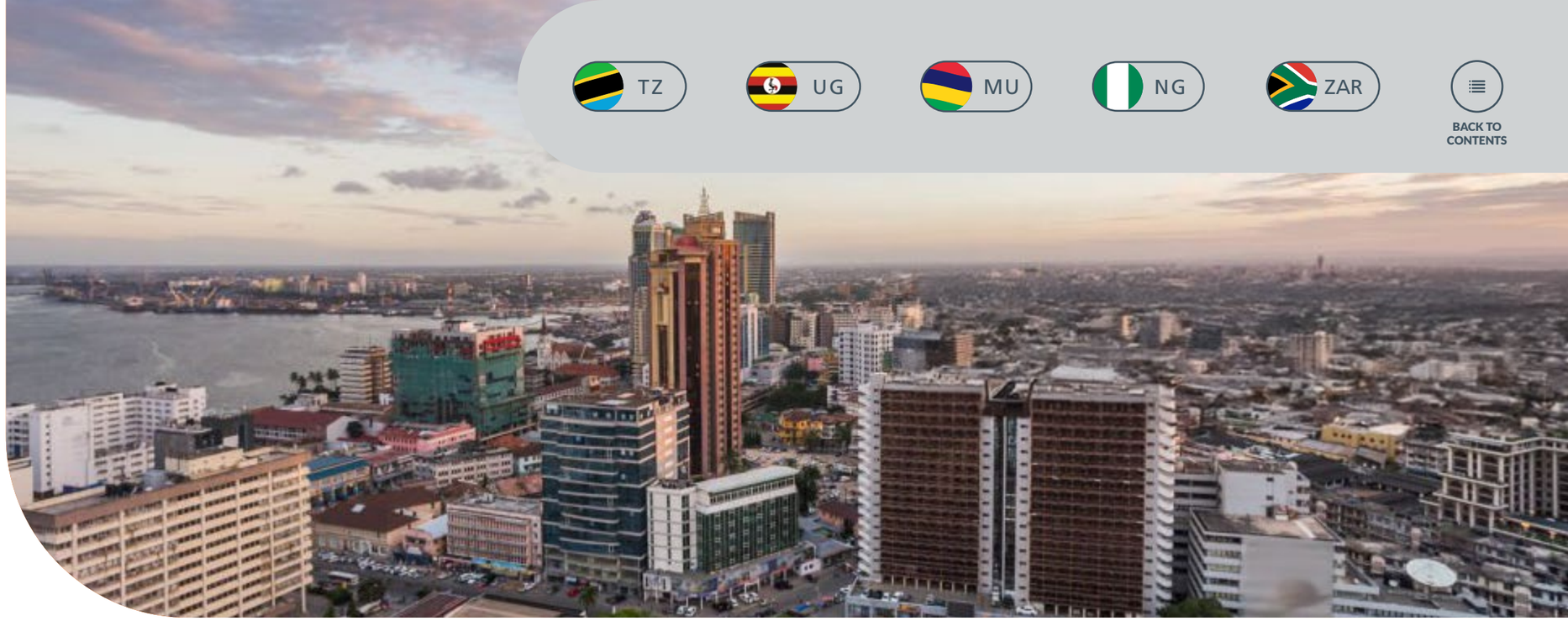
National courts in Tanzania have consistently supported international arbitration, particularly in the recognition and enforcement of foreign arbitral awards. A notable example is the High Court's recent decision in *The Honourable Attorney General vs. Ayoub-Farid Michel Saab, Misc. Commercial Application No. 39 of 2023 ("Ayoub-Farid Michel Saab")*, where the Court ruled in favour of enforcing a foreign arbitral award by ICSID in Tanzania. The Court relied on section 73(1) and (2) of the Arbitration Act, which states that an arbitral award may, with the court's leave, be enforced in the same manner as a judgment or order of the court. Once leave is granted, judgment may be entered in terms of the award.

There have been no significant changes in the court's general approach to recognising and enforcing foreign arbitral awards. Tanzanian courts have consistently reinforced their pro-arbitration stance, particularly through the interpretation of section 83 of the Arbitration Act, Cap. 15, which affirms that both domestic and foreign arbitral awards are binding and enforceable. Furthermore, as a member of the New York Convention, Tanzania continues to uphold its international obligations in this regard.

5. HAVE THERE BEEN ANY JUDICIAL DEVELOPMENTS IN TANZANIA THAT RELATE TO INTERNATIONAL ARBITRATION?

Tanzania has recently witnessed significant judicial developments in international arbitration, particularly in the enforcement of arbitral awards. In *Ayoub-Farid Michel Saab*, the respondent sought to challenge the enforcement of an arbitral award and an ICSID order when presented for enforcement at the High Court of Tanzania. However, the court interpreted section 73 of the Arbitration Act in favour of enforcing international arbitral awards, marking a landmark decision that reinforces Tanzania's pro-arbitration stance.

Another notable case is *Louis Dreyfus Suisse SA v. Kahama Oil Mills Limited, Miscellaneous Commercial Cause No. 67 of 2023 [2024] TZHCComD 105 (Louis Dreyfus Suisse SA)*, where the High Court clarified the timeframe for recognising and enforcing arbitral awards. The Court ruled that under the Law of Limitation Act [Cap 89 RE 2019], applications for recognition and enforcement must be filed within 60 days of the award's issuance. This decision highlights the importance of timely action by parties seeking to enforce arbitral awards in Tanzania, further shaping the country's arbitration landscape.



6. ARE THERE ANY RECENT JUDGMENTS FROM TANZANIAN COURTS THAT HAVE HAD A MEANINGFUL IMPACT ON THE DEVELOPMENT OF JURISPRUDENCE RELEVANT TO INTERNATIONAL ARBITRATION?

Yes, the national courts have recently delivered judgment with impactful insights on rules that govern international arbitration. For instance, in *Louis Dreyfus Suisse*, the High Court found that applications for recognition and enforcement of arbitral awards must be made within 60 days, as no specific time limit is prescribed by other written laws.

In Dezo Civil Contractors Co. Ltd vs Oysteerlay Investment Limited (Misc. Application 23 of 2022) [2022] TZHCComD 33, the High Court per Judge Nangela held that *"In that regard, it is my finding that, the orders of this Court which allowed the Petition to challenge the award did not grant the Petitioner a leeway of avoiding the procedures laid down or the applicable laws concerning limitation of time. Under Item 21 of Part III to the Schedule to the Law of Limitation Act, Cap. 189, R.E 2019 the law provides for a period within which applications made under other laws for which no period of limitation is provided are to be made. The Arbitration Act, Cap.15 R.E 2020 is one of such laws in as far as the time when an Award may be challenged once filed in Court"*. Judge Nangela went on to state that *"Although the Arbitration Act, Cap.15 R.E 2020 does not state the limitation, by virtue of the authorities in the cases of Afriq Engineering & Construction Co. Ltd (supra), Kigoma/Ujiji Municipal Council vs. Nyakirang'ani Construction Ltd, Misc. Commercial Cause No. 239 of 2015 (unreported), and the Court of Appeal Decision in the case of Tanzania Cotton Marketing Board vs. Cogegot Cotton Company SA [1997] T.L.R. 165, that period is limited to sixty (60) days counted not from the time when the award was made but from the time when it was filed in Court"*.

7. HAVE ANY NEW ARBITRAL INSTITUTIONS BEEN ESTABLISHED IN TANZANIA THAT HANDLE INTERNATIONAL ARBITRATION?

Yes, the Tanzania International Arbitration Centre (TIAC) was established in 2019 by the Tanganyika Law Society (TLS) as a company limited by guarantee to provide arbitration and other alternative dispute settlement mechanisms including international arbitration. In addition to international arbitration, the TIAC also provides domestic commercial arbitration, mediation, and conciliation. The TIAC functions independently from the government and maintains an autonomous panel of arbitrators and mediators. It operates through an Advisory Board, a Board of Directors, and a Secretariat, which relies on Tanzania's established legal framework for international arbitration.

Additionally, Tanzania has established the Tanzania Arbitration Centre (TAC) under Part X, section 82 of the 2020 Arbitration Act. The TAC is a statutory body and body corporate with perpetual succession, a common seal with power to acquire, hold, or dispose of property, and power to enter into a contract, to sue, and to be sued in its own name. The TAC functions are provided for under section 82(3) of the Act, and include but are not limited to, conducting, and managing arbitration, preparing and maintaining a list of arbitrators, managing and providing continuing education for arbitrators, and performing any other functions as may be directed by the Minister responsible for legal affairs. The TAC has the mandate to affiliate and seek accreditation from other regional and international bodies, which enhances the spirit towards increasing international arbitration practices in the country. Prior to the establishment of the TAC, the primary arbitral institutions in Tanzania were the NCC and TIArb. These institutions do not handle international arbitration; however, their rules are based on the UNICTRAL Arbitration Rules as modified.

8. HAVE THERE BEEN ANY UPDATES TO THE RULES OF ANY OF THE KEY ARBITRAL INSTITUTIONS IN TANZANIA, OR ARE ANY EXPECTED IN 2025?

In 2021, the TAC introduced the Arbitration (Rules of Procedure) Regulations, 2021, which provide for the procedural framework of arbitration proceedings by the TAC. These rules outline how the arbitration proceedings commence, the appointment of arbitrators, the conduct of proceedings and hearing of the case, and the issuing of awards by the arbitrator. They can also be adopted by ad hoc tribunals and include a schedule of fees. The TAC has also enacted the Tanzania Arbitration Centre (Management and Operations) Regulations, 2021, which focus on the administrative and operational aspects of the Centre itself, from its management to ensuring that its operations are effective and efficient in its arbitration services, aligning with the international practices.

9. ARE THERE ANY OTHER TRENDS/CHANGES THAT YOU THINK ARE LIKELY TO OCCUR IN THE INTERNATIONAL ARBITRATION SPACE IN TANZANIA?

In Tanzania, trends expected in international arbitration over the next few years include:

i. **Greater use of arbitration:** As the TAC grows and more businesses recognise the benefits of alternative dispute resolution, arbitration is expected to become a preferred choice over litigation.
ii. **Use of technology**: The use of digital tools like virtual hearings and online filing systems is likely to increase. In recent years, Tanzania adopted the use of technology in legal proceedings, including online filing, virtual appearances in court, and arbitration proceedings, which will enhance the provision of quicker and easier arbitration services.
iii. **Improved legal framework:** Tanzania is likely to update its arbitration laws to make the system, operations, and procedures clear and in line with international standards, due to the increase of international business partnerships.
iv. **Encouraging diversity:** Tanzania has taken steps to encourage more arbitrators to register with the TAC. As global arbitration becomes more diverse, Tanzania might see a push for greater inclusion of female arbitrators, younger professionals, and people from different backgrounds in arbitration proceedings.

UGANDA

PROFILE

MMAKS Advocates (ALN Uganda) is a top-tier Ugandan law firm, ranked Band 1 and Tier 1 by Chambers Global, IFLR1000, WTR, and Legal 500. Formed in 2005 through a merger of three leading firms, MMAKS is now one of Uganda's largest firms, with 37 highly trained lawyers, many internationally qualified and experienced.

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1. HOW PREVALENT IS INTERNATIONAL ARBITRATION IN UGANDA?

Uganda is recognised as an arbitration-friendly country, and its legal framework supports and promotes international arbitration as an alternative dispute resolution mechanism. The Arbitration and Conciliation Act, Cap 5 (ACA) is the primary law that governs domestic and international arbitration in Uganda. The ACA incorporates the application of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) and the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID). Additionally, the establishment of arbitral institutions, including private institutions, and the courts' recognition and enforcement of international arbitration awards, have contributed to the growing prevalence of arbitration in Uganda.

As commercial transactions between domestic and international parties continue to rise, international arbitration is increasingly being used as a dispute resolution mechanism. Uganda's construction and finance sectors have seen particular growth in the use of international arbitration. In the construction sector, this growth is partly due to the lingering effects of the Covid-19 pandemic, which disrupted contract execution. Additionally, the rise in public investment in energy and infrastructure has also attracted international investors partnering with local entities. Given the complexity of construction contracts, parties prefer arbitration for its flexibility and efficiency.

In Uganda's financial sector, the growth in international arbitration stems from the increase in cross-border transactions, foreign lending and partnerships, syndicated lending, and Public Private Partnerships involving global financiers. The multi-jurisdictional nature of these contracts has made international arbitration a popular choice.

International arbitration is also expected to grow in the energy, mining, and intellectual property sectors as activity in these sectors continues to expand.

Currently, the arbitration institutions/bodies in Uganda do not publish statistics on their caseloads.

2. HAVE THERE BEEN ANY SIGNIFICANT AMENDMENTS TO THE LEGISLATION THAT GOVERNS INTERNATIONAL ARBITRATION IN UGANDA, OR ARE THERE ANY ON THE HORIZON?

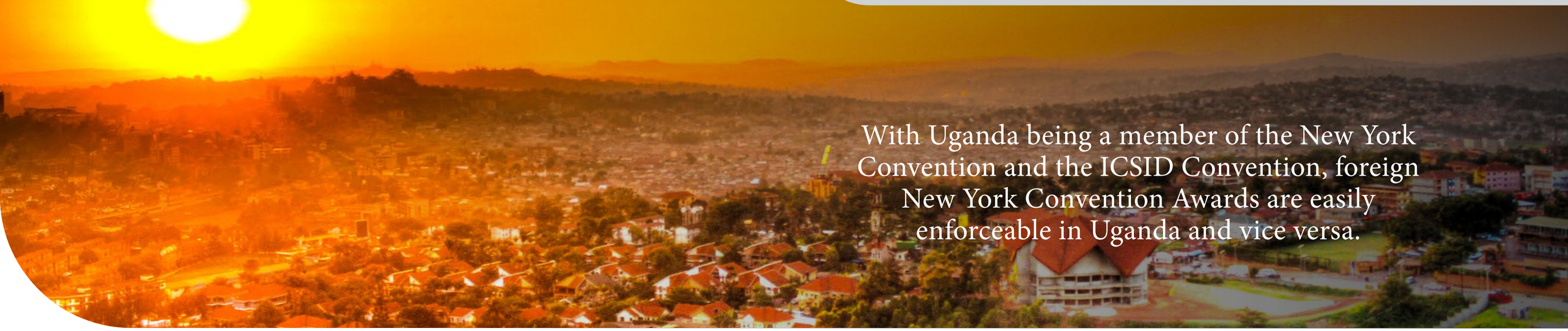
In 2024, the ACA was amended by the Arbitration and Conciliation (Amendment) Act, 2024. This amendment saw the abolition of CADER, a government arbitral institution, as a corporate entity and its re-establishment as a department in the Ministry of Justice and Constitutional Affairs. This change forms part of the government's initiative to reduce administrative costs by streamlining its agencies. CADER was originally established as an independent corporate entity under the ACA as a government initiative to promote alternative dispute resolution mechanisms.

Additionally, the Uganda Law Reform Commission, in collaboration with the Justice, Law and Order Sector, completed a comprehensive study aimed at reviewing and enhancing the effectiveness of the ACA. The study sought to address potential gaps in the existing legal framework, identify international best practices in dispute resolution procedures, and propose necessary reforms.

The key recommendations were:

- providing a more comprehensive and precise definition and form of an arbitration agreement to bolster clarity and effectiveness in arbitration proceedings;
- reforms aimed at establishing a modernised framework that facilitates both institutional and ad hoc arbitration, ensuring the arbitration process meets contemporary requirements;
- clarifying the distinction between domestic and international arbitration to ensure appropriate jurisdiction and enforceability of arbitral awards; and
- including provisions for granting immunity to arbitrators to safeguard their independence, as well as empowering arbitration tribunals to issue and enforce interim and preliminary measures.

A detailed study report, with recommendations and a draft Bill, was submitted to the Attorney General. We await the formal tabling of a Bill on the above.



With Uganda being a member of the New York Convention and the ICSID Convention, foreign New York Convention Awards are easily enforceable in Uganda and vice versa.

3. HAS THERE BEEN ANY CHANGE IN THE STANCE OF THE UGANDAN COURTS TO INTERNATIONAL ARBITRATION?

Section 2 of the ACA designates the High Court of Uganda as the court to hear and determine disputes related to domestic and international arbitrations. The decisions of the courts indicate that Uganda maintains an arbitration-friendly stance. The High Court has, in at least two recent cases, upheld the enforceability of international arbitration clauses, confirming that such agreements are binding and enforceable unless proven to be null and void, inoperative, or incapable of being performed (see *Vantage Mezzanine Fund II Partnership v Simba Properties Investments Co. Ltd & Anor High Court Misc. App. No. 201 of 2020 (Vantage Mezzanine) and Fulgensius Mungereza v Price Water House Coopers Africa Central Civil Appeal No. 18 of 2002 (Fulgensius Mungereza)*). In this context, the High Court has noted that international commercial arbitration and its efficiency depends on the recognition and enforceability of foreign arbitral awards through court systems (*Bemuga Forwarders Limited v Sany International Development Ltd High Court Misc. App No. 99 of 2024 (Bemuga Forwarders Limited)*). Ugandan courts are also slow to set aside foreign arbitral awards. *In Aya Investments (U) Limited v Industrial Development Corporation of South Africa Ltd Miscellaneous Cause No. 58 of 2021 (Aya Investments)* and in *Great Lakes Energy Company NV v MSS Xsabo Power Ltd and 4 others Consolidated Arbitration Cause No. 2 and 5 of 2023 (Great Lakes),* the Court held that arbitral awards can only be set aside at the seat of an arbitration and only where it is set aside at the seat will it become unenforceable in Uganda. In *Aya Investments*, the Court also ruled that judicial interference on the grounds of public policy violation would only be warranted where a foreign arbitral award shocks the conscience of the Court. Finally, the High Court has also shown its support for foreign arbitral processes by granting interim relief in appropriate circumstances to protect arbitration proceedings (see *Great Lakes and Plinth Consultancy Services Limited v Inyatsi Construction & 2 Others, Miscellaneous Cause No. 53 of 2024*).

4. HAS THERE BEEN ANY CHANGE IN THE GENERAL APPROACH OF THE UGANDAN COURTS TO THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRATION AGREEMENTS AND FOREIGN ARBITRATION AWARDS?

The courts generally recognise and enforce arbitral awards, except where the limitations under section 34 of the ACA apply, ie where the arbitration agreement is null and void, inoperative or incapable of being performed, or where no arbitrable dispute exists.

With Uganda being a member of the New York Convention and the ICSID Convention, foreign New York Convention Awards are easily enforceable in Uganda and vice versa.

In *Bemuga Forwarders Limited,* the Court addressed the recognition and enforcement of foreign arbitration agreements and awards. It held that under Sections 35, 41, and 42 of the ACA, an arbitral award made pursuant to an arbitration agreement in a foreign state that is a party to the New York Convention must be treated as binding. Such an award may be relied upon in domestic court proceedings for defense, set off, or other purposes and is enforceable in the same manner as domestic awards.

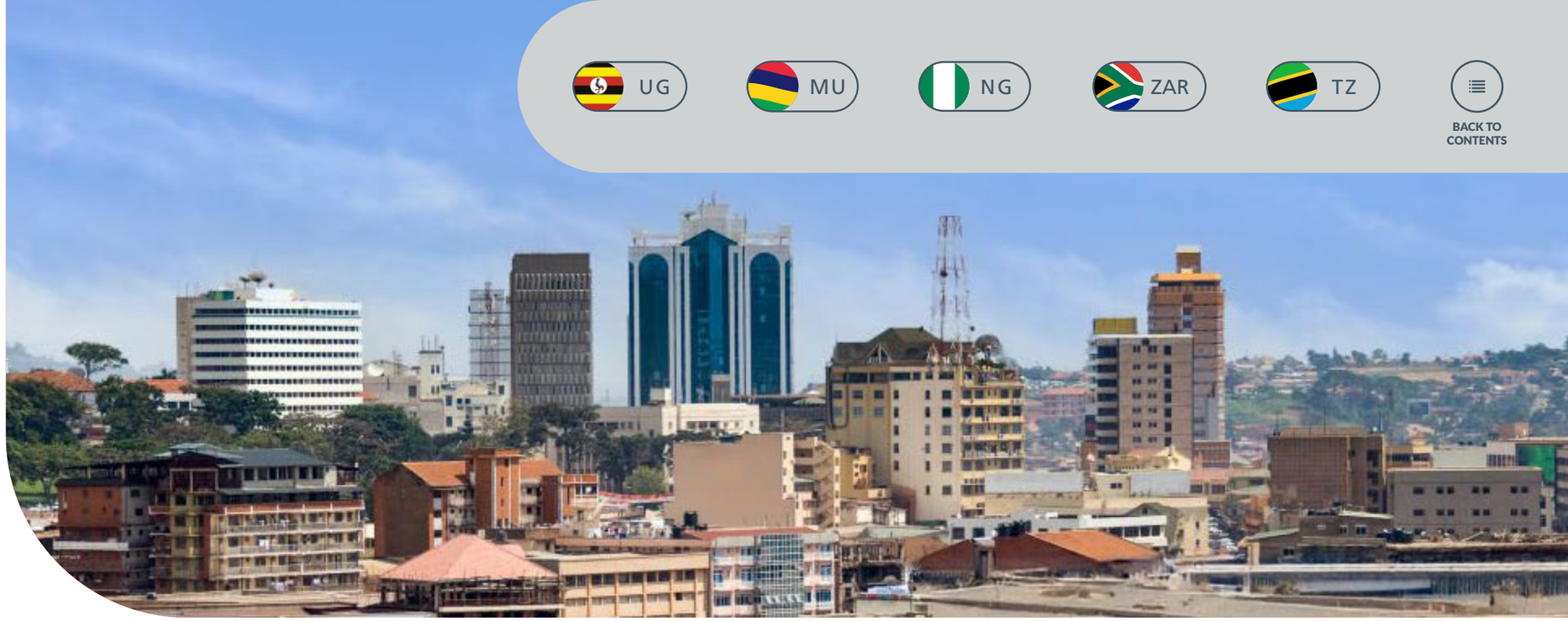
Ugandan courts continue to exercise their inherent powers to stay legal proceedings in matters where parties seek a referral to arbitration based on a valid arbitration agreement.

5. HAVE THERE BEEN ANY JUDICIAL DEVELOPMENTS IN UGANDA THAT RELATE TO INTERNATIONAL ARBITRATION?

The High Court of Uganda, in *Aya Investments* held that under Uganda law, an arbitral award can only be set aside at the seat of arbitration. If a foreign award is set aside at the seat, it becomes unenforceable in Uganda. Where, however, a foreign award is sought to be recognised and enforced in Uganda, the High Court may deny recognition and enforcement based on any of the grounds listed in Article V of the New York Convention.

It is noteworthy that the grounds for refusing recognition and enforcement of a foreign arbitral award under Article V of the New York Convention closely align to the grounds for setting aside a domestic award under Section 34 of the ACA.

In *Bemuga Forwarders Limited*, the Court affirmed that under Article V(1)(c) of the New York Convention, an enforcement court may refuse to recognise and enforce an arbitral award if it addresses issues beyond the scope of the arbitration agreement. However, if the enforceable portions of the award can be separated from those that exceed the tribunal's mandate, the enforceable portions may still be upheld. The Court held that an award that determines issues not contemplated by the arbitration agreement, or beyond its scope, is deemed *ultra petita*. Conversely, if the tribunal fails to exercise jurisdiction over claims it ought to have considered, it is deemed an *infra petita*.



6. ARE THERE ANY RECENT JUDGMENTS FROM UGANDAN COURTS THAT HAVE HAD A MEANINGFUL IMPACT ON THE DEVELOPMENT OF JURISPRUDENCE RELEVANT TO INTERNATIONAL ARBITRATION?

Recent rulings by the Court of Appeal and High Court in proceedings related to *Aya Investments* have clarified and cemented the position that the courts may not interfere with arbitration processes or awards except as expressly provided for under the ACA.

In general, there is no right to appeal against the decision of the High Court in an application to set aside an arbitral award or to resist the enforcement of one. The only avenue through which appeals may be pursued to the courts is if the arbitration agreement contains an option for an aggrieved party to an award to appeal against it on a question of law. Any further appeal to the Court of Appeal requires the express agreement of the parties and leave from either the High Court or the Court of Appeal. Absent these conditions, all other attempts to appeal against an arbitral award to the courts or to appeal against a High Court ruling on an application to set aside or resist the enforcement of an arbitral award are barred.

These recent decisions by the Court of Appeal and High Court reaffirm the longstanding position *in Babcon Uganda Limited vs Mbale Resort Hotel Ltd SCCA No.6 of 2016 and Bilimoria & Anor vs Bilimoria [1962] 1 EA 198.*

7. HAVE ANY NEW ARBITRAL INSTITUTIONS BEEN ESTABLISHED IN UGANDA THAT HANDLE INTERNATIONAL ARBITRATION?

a) CADER
Before the amendment of the ACA in 2024, CADER operated as an independent entity under the ACA. The amendment abolished CADER as a separate entity and integrated it as a department within the Ministry of Justice and Constitutional Affairs.

Notably, at the time of this amendment, the court in I*nternational Development Consultants Ltd V Jimmy Muyanja & 2 Others Misc. Cause No. 133 of 2018* had ruled that CADER's Executive Director lacked the authority to act as an appointing authority, which had led to a deadlock in the appointment of arbitrators for parties that had designated CADER for this role. Since the amendment, the Minister has yet to designate a new appointing authority, meaning that CADER may currently be unable to appoint arbitrators.

The integration of CADER into the Ministry has raised preliminary concerns about its neutrality in arbitral proceedings. The impact of this reform on international arbitration practice in Uganda remains to be seen.

b) ICAMEK was established in 2018 and was issued with an instrument to appoint arbitrators and conciliators in 2020. ICAMEK has handled 88 arbitration cases since its inception.

c) Praxis Conflict Center is an ADR body that was launched on 5 November 2021. It was founded by the former Chief Justice Emeritus Bart Katureebe. Praxis Conflict Center is yet to be issued an instrument to appoint arbitrators in Uganda.

d) Chartered Institute of Arbitrators (CIArb-Uganda) is the Ugandan branch of the international organisation (CIArb), dedicated to ADR, and was launched in September 2022. CIArb-Uganda has not been designated as an appointing authority.

8. HAVE THERE BEEN ANY UPDATES TO THE RULES OF ANY OF THE KEY ARBITRAL INSTITUTIONS IN UGANDA, OR ARE ANY EXPECTED IN 2025?

The First Schedule of the ACA contains the Arbitration Rules applicable to domestic and international arbitrations.

The CADER Arbitration Rules govern arbitration under CADER. These rules are modeled on the UNCITRAL Model Rules but have been modified. The Arbitration Rules provided for in the ACA and the CADER Arbitration Rules have not been updated, and no updates are anticipated in 2025.

Arbitration proceedings under ICAMEK are governed by the International Centre for Arbitration and Mediation in Kampala (Arbitration) Rules, 2018. These rules remain unchanged and no revisions are expected in 2025.

Praxis has yet to publish its own arbitration rules.

9. ARE THERE ANY OTHER TRENDS/CHANGES THAT YOU THINK ARE LIKELY TO OCCUR IN THE INTERNATIONAL ARBITRATION SPACE IN UGANDA?

Recent judicial trends and developments indicate a growing appreciation of international arbitration by the courts and a pro-arbitration attitude from the courts and other key stakeholders.

The rise in international arbitration related court cases has contributed to the development of relevant jurisprudence in Uganda. Notably, parties have frequently relied on English arbitration precedents due to the absence of local judicial or arbitral rulings on certain principles. However, as Ugandan jurisprudence continues to evolve, parties are likely to place greater reliance on decisions from Ugandan courts.

In relation to the choice of a seat of arbitration, foreign parties have traditionally chosen seats in arbitration-friendly jurisdictions such as London, Paris, and Singapore rather than Uganda. However, with Ugandan courts consistently demonstrating support for arbitration and growing expertise across various sectors, Uganda is increasingly emerging as a viable seat of arbitration.

Following the Government's decision to integrate CADER as a department within the Ministry, private arbitration centres are likely to gain greater prominence and over reliance on a government department. CIArb-Uganda and Praxis will be granted appointing authority status and therefore complement ICAMEK.

Lastly, the adoption of virtual hearings, which accelerated due to the COVID-19 pandemic, has now become a standard feature in international arbitration. Institutions are increasingly using digital platforms to streamline case management, filings, and document sharing.

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