

# ADR in Qatar - A New Law, A New Regional Seat of Choice, and a New Era

ADR in Qatar - A New Law, A New Regional Seat of Choice, and a New Era

LNB News 06/02/2018 13

## Published Date

5 February 2018

## Jurisdiction

Qatar

## Related Legislation

[Qatar Law No. 13/1990](#); Saudi Arabia Royal Decree No. M/34/2012; [Kuwait Law No. 102/2013](#); [Federal Law No. 11/1992](#); [Oman Sultani Decree No. 47/1997](#); Bahrain Arbitration Law No. 9/2016; [Kuwait Law No. 38/1980](#); [Kuwait Law No. 11/1995](#);

## Relevant Companies

K&L Gates LLP

## Abstract

New Arbitration Law in Qatar

## Analysis

The Qatar legal landscape has recently enjoyed a welcome development with the introduction of [Qatar Law No. 2/2017](#) Promulgating the Civil and Commercial Arbitration Law (the “New Arbitration Law”). The New Arbitration Law was issued on 16 February 2017 and published in the Official Gazette on 13 March 2017. It repealed Articles 190-210 of the Civil and Commercial Code of Procedure Law [[Qatar Law No. 13/1990](#)] (CCPC), which addressed the formation of an arbitration agreement, appointment and dismissal of arbitrators, anti-suit injunctions, granting and challenging the award, and costs.

This article will first set out the relevance of the seat of arbitration, then look into the most important differences between the old arbitration law and the New Arbitration Law, will examine regional differences and, last but not least, discuss why Qatar is a good arbitral seat.

## **What is an Arbitral Seat?**

Apart from choosing the governing law clause, one of the most important decisions for parties to an arbitration agreement is the choice of the seat of the arbitration. Generally, the seat (i.e., the legal place) of arbitration will determine the legal framework that governs the arbitration and will influence the way in which a national court will be able to rule on matters such as recognition and enforcement of the arbitral award. It is therefore a very important aspect for parties to consider before entering into an arbitration agreement.

An arbitral seat is not merely to the physical place or venue where the evidentiary hearing will take place. It can also have important consequences for the recognition and enforcement of arbitral awards, it may determine the procedural law or rules that will apply to the arbitration, and govern the extent to which the local courts will intervene in the proceedings. Although we often see in arbitration agreements that the seat and the venue are the same location, they do not have to be the same.

The place or seat of an arbitration generally determines the nationality of the arbitral award. The nationality of an award is an important consideration when it comes to the recognition and enforcement of arbitral awards. Article I(3) of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the "New York Convention") provides for the principle of reciprocity: meaning that in many Contracting States, the courts will only enforce arbitral awards that are issued in the territory of another Contracting State. It is therefore always recommended that parties who plan on entering into an arbitration agreement check whether the country in which their arbitration will take place (in other words, the seat or place of the arbitration) is a Contracting State of the New York Convention. If it is not a Contracting State, there is a risk that the courts will refuse to enforce the arbitral award. Moreover, Article V(1)(a) of the New York Convention provides that recognition and enforcement of an arbitral award may be refused if the agreement is not valid under the law of the country where the award was made. Further, Article V(2)(b) states that recognition and enforcement of the arbitral award may be refused if the award would be contrary to the public policy of that country. Parties should therefore take extra care - when selecting a seat of arbitration - to ensure that their arbitration agreement complies with the law of the seat and that they are familiar with the policy framework of that seat.

Second, the seat of an arbitration may also have significant implications on the procedural law or rules that apply to the arbitration. For example, where there are challenges relating to the appointment of an arbitrator, the local courts of the seat of arbitration will deal with the dispute in accordance with the domestic procedural laws. Another example is where the parties have chosen a specific set of rules that applies to their arbitration (i.e., the ICC Rules) but those rules are silent on a particular point, the law of the seat will be used to fill in the gap. Some arbitral rules are silent on the issue of legal costs or interest and in those particular instances, the procedural law of the seat will influence how awards as to costs or interest should be dealt with. Third, the seat of arbitration will also govern the extent to which the local courts will intervene or get involved in the proceedings. Certain countries' laws are considered "arbitration-friendly", meaning that they support the concept of party autonomy, and the domestic courts

will only interfere in the proceedings when requested to do so, or where the tribunal is unable to decide on a particular procedural aspect. Other countries have legislation limiting the parties' autonomy by, for example, permitting the domestic courts to get involved in the arbitration process when disputes concerning the process arise.

### **The New Arbitration Law vs. the Old Arbitration Law**

The enactment of the New Arbitration Law was taken because of a desire within the Government to update Qatar's arbitration legislation to bring it in line with modern-day practices. The New Arbitration Law is largely based on the UNCITRAL Model Law (the "Model Law"), which covers all stages of the arbitral process, from the arbitration agreement through to the recognition and enforcement of the arbitral award, and reflects a worldwide consensus on the principles and important issues of international arbitration practice. The New Arbitration Law applies to all existing and new Qatar-seated arbitration proceedings - both domestic and international. This means that arbitrations that commenced before the enactment of the law will also be conducted in accordance with the New Arbitration Law.

### **Scope of the New Arbitration Law**

The scope of the New Arbitration Law as set out in Article 2 is very broad and includes essentially all matters of a commercial nature, whether contractual or non-contractual. It also provides that in respect of administrative contracts, the approval of the Prime Minister (or the Prime Minister's delegate) is required before the parties can agree to settle their disputes through arbitration. Although the New Arbitration Law does not define the term "administrative contract", references to administrative contracts appear in other Qatari legislation (such as the public procurement legislation), and is a well-understood concept to lawyers and students from civil code jurisdictions, who will be familiar with the French law concept of *droit administratif*, on which this provision is based. The New Arbitration Law also provides that disputes between public entities are non-arbitrable. It also gives guidance on when an arbitration will be considered "international":

- (a) where the principal place of business of the parties is located within different countries;
- (b) where the place of arbitration, the place where a substantial part of the obligation is performed, or the place with which the subject-matter is most closely connected is located outside the country where the parties' principal place of business is;
- (c) if the subject matter of the dispute is related to more than one country; or
- (d) if the main office of the arbitration institution to which the parties have agreed is located inside or outside the country.

It remains to be seen how this last provision is intended to operate in practice, since the New Arbitration Law does not distinguish between domestic and international arbitration. Nevertheless, this is likely to be an important - and unusual - provision that may for example, result in all ICC arbitrations being

considered international, even if they involve only Qatari entities. This is consistent, as it happens, with recent jurisprudence of the Qatari Court of Cassation.

Under the New Arbitration Law, parties are free to determine the arbitration procedures and processes. This means that for those procedures and processes the New Arbitration Law acts as a back-up if parties do not reach agreement on procedural matters and need to involve a competent court or other authority (this will be an arbitral institution in most cases) to get a decision on those matters.

### **Competent Courts**

Under the old arbitration law, local courts had the exclusive jurisdiction to decide arbitration matters and to enforce arbitral awards. One of the key highlights of the New Arbitration Law is the inclusion of the Qatar Financial Centre (QFC) Court as a court with jurisdiction over arbitration matters. The New Arbitration Law defines the “Competent Court” as

*“the Civil and Commercial Arbitration Disputes Circuit of the Court of Appeals (i.e., the local courts), or the Court of First Instance of the Civil and Commercial Court of the Qatar Financial Center, as designated in the agreement of the Parties.”*

This means that where the parties have agreed to designate the QFC Courts as the competent court, this court will have exclusive jurisdiction to deal with all matters relating to the dispute. The default position appears to be that where the parties fail to agree on the Competent Court, the local courts will assume jurisdiction. It is therefore recommended that parties agree on the Competent Court at an early stage of the arbitration so that there will be certainty regarding the court having jurisdiction over the matter. It is anticipated that this provision will resolve some of the current difficulties experienced by legal practitioners when conducting arbitrations domestically in Qatar. The QFC Court is primarily an English-language court and comprises a panel of expert, arbitration-friendly, judges from a range of common law and civil law jurisdictions. The QFC Court widely adopts common law practices and procedures. The QFC Court judges will now have the same powers as local courts to decide matters such as the appointment, replacement, or challenge of an arbitrator, suspension of arbitral proceedings, jurisdictional challenges, interim measures, and perhaps most importantly, the enforcement and nullification of arbitral awards.

Another important improvement is that the New Arbitration Law requires a court to stay proceedings brought in its court and that are subject to an arbitration clause. Under the old arbitration law, a stay of the proceedings was left to the discretion of the court.

### **The Arbitral Tribunal**

In accordance with Article 11 of the new arbitration law, arbitrators shall be appointed from the (pre-approved) registry of arbitrators at the Ministry. However, the New Arbitration Law also provides for the appointment of other individuals as arbitrators, provided that they meet certain general criteria as laid down in the law. This article further seems to suggest that an arbitrator can be appointed so long as his

or her name appears on a list. It is not currently clear how these requirements will be interpreted and practically applied to arbitrations in Qatar, since the minister has yet to issue any regulations clarifying the nature of the list. Article 11 also indemnifies arbitrators from liability for exercising their duties, unless there is bad faith, collusion or gross negligence.

### **Jurisdiction of the Tribunal**

The New Arbitration Law recognises two important arbitration principles in Article 16 that were not included in the old arbitration law. The first principle, being the kompetenz-kompetenz principle, means that the tribunal now has the authority to rule on its own jurisdiction - subject to the parties' right to appeal this decision. The second principle is that of separability or autonomy of the arbitration clause. Separability means that an arbitration clause shall be treated as an agreement independent of the other terms of the contract. As a consequence, a decision by the arbitral tribunal that the contract is null and void shall have no effect on the arbitration clause contained in the contract, as long as the clause is valid itself.

It is important to note that any objections relating to the arbitrators' jurisdiction should be made no later than the date for submitting the respondent's statement of defence. Article 16 contains three procedural safeguards to reduce the risk and effect of dilatory tactics:

- (i) there is only a short time-period for resort to a court (30 days);
- (ii) the court decision is not appealable; and
- (iii) the arbitral tribunal has the discretion to continue the proceedings and make an award while the matter is pending before the court.

### **Interim Relief**

In accordance with Article 17, a tribunal is now empowered to issue provisional measures or interim awards. A similar provision did not exist under the old arbitration law. The New Arbitration law also empowers the tribunal to order the following measures for the purpose of preventing irreparable harm:

- (i) maintaining or restoring the status quo pending determination of the dispute;
- (ii) adopting a measure to prevent the occurrence of current or imminent damage, or that would prejudice the arbitration process itself, or to prevent the adoption of procedures that may possibly result in such damage or prejudice;
- (iii) providing a means of preserving the assets by means of which later awards may be executed; and
- (iv) preserving evidence that could be important or material to the determination of the dispute.

The tribunal is further permitted to amend, stay, or cancel any provisional measures it has ordered or interim awards it has issued on the application by the parties or on its own motion. If the party against whom the interim measure is issued fails to comply with it, the other party can now also approach the Competent Court for enforcement of the interim award.

The fact that the New Arbitration Law expressly authorises a tribunal to rule on applications for interim relief is a significant improvement on the old arbitration law and is likely to mean less interference from local courts and more certainty concerning the tribunal's powers.

### **Arbitration Proceedings**

Article 18 of the New Arbitration Law establishes the basic principles that arbitrators treat parties with equality and impartiality, each party have an equal and full opportunity to present their claim, and that parties avoid delay or unnecessary expense. Under Article 24 of the New Arbitration Law, a tribunal can decide on a matter based on documents alone or by way of an oral hearing. Another interesting change from the previous law is that witnesses and experts are no longer to give evidence under oath at the oral hearing. However, the hearing shall be recorded in some form (i.e., by way of minutes) unless otherwise agreed by the parties.

The old arbitration law did not have any provisions on what should happen if a party was in default. This situation is now covered by Article 25 of the New Arbitration Law. Additionally, Article 27 of the New Arbitration Law provides that the tribunal or any of the parties may, with the approval of the tribunal, request the assistance of the Competent Court in taking evidence related to the subject matter of the dispute, including technical expertise services and examination of evidence. The tribunal may stay the proceedings until obtaining such assistance. The Competent Court may then enforce this request for assistance by, among other things, sentencing hostile witnesses who fail to appear before the court to give evidence or who fail to respond to any of the questions put to them.

### **Issuing and Challenging of Arbitral Awards**

The New Arbitration Law abolishes the previous requirement that awards be lodged with and examined by local Qatari courts and require a court order to be enforceable, which is an important improvement.

Article 31 of the New Arbitration Law sets out the formal requirements for the issuing of the award. These are as follows:

- (i) The award shall be issued in writing and shall be signed by the arbitrator or, if more than one arbitrator, by the majority of the arbitrators.
- (ii) The award shall state the reasons upon which the decision is based.
- (iii) The award shall also state the name of the parties and their addresses, nationalities and capacity of

the arbitrators, a copy of the arbitration agreement, the date of the issuance of the award, and the place of arbitration. The award shall also include a summary of the requests, statements, and documents submitted by the parties.

(iv) The award shall state the costs and fees of the arbitration, the party responsible for paying costs, and the procedures for payment.

An interesting provision appears in Article 31(11), which requires the tribunal to send an electronic copy of the award to the administrative department in the Ministry concerned with Arbitration Affairs. This raises questions about the purpose of this clause, confidentiality of the award, and sanctions for non-compliance. It is however to be seen how this provision will work in practice, since no further official information has been published.

Article 33(1) provides that the sole recourse against an arbitral award is by application for setting aside before the Competent Court. There is no right to make further appeals to the Competent Court, which is an important deviation from the old arbitration law. An application for setting aside the award shall not be accepted unless the applicant provides proof of the following:

(i) any party to the agreement was, at the time of concluding it, incompetent or under some incapacity, or the arbitration agreement is invalid;

(ii) the party making the application to set aside was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was unable to present its defence for any other reasons beyond its control; (iii) the award has decided matters outside the scope of the arbitration agreement or in excess thereof; or

(iv) the composition of the arbitral tribunal, the appointment of the arbitrators or the arbitral proceedings was not in accordance with the agreement of the Parties.

Grounds that a court may consider of its own initiative to set aside an award are set out in Clause 33(3) as follows: non-arbitrability of the subject-matter of the dispute or violation of public policy (which is to be understood as serious departures from fundamental notions of procedural justice although may be construed more widely).

Article 33(4) provides that any challenge to set aside an award must be made within one month from:

(i) the date of receiving the award,

(ii) the date on which the party making the application is notified of the award or

(iii) from the date of issuing the corrected award.

It is important to note that Qatar-seated arbitral awards will likely still need to be issued in the name of

His Royal Highness, the Emir of the State of Qatar. This is because the Arabic text of the New Arbitration Law continues to use the word *akham* (or judgment) for the award produced by the arbitral tribunal. *Akham* is the plural of *hukum*, and is therefore caught by the requirement in Article 69 of the CCPC, which states that all judgments must be issued in the name of His Highness the Emir. The New Arbitration Law has only expressly repealed Articles 190 - 210 of the CCPC and thus the requirement that all judgments be issued in the name of the Emir of Qatar may not have been affected for arbitrations seated in Doha.

### **Recognition and Enforcement of the Arbitral Awards**

Articles 34 and 35 deal with recognition and enforcement of arbitral awards. Article 34 sets out the requirements for the application to enforce an arbitral award, while Article 35 provides the grounds on which an arbitral award can be refused.

It is currently not clear whether the New Arbitration Law has also repealed Articles 379 - 381 of the CCPC, which deals with the enforcement of judgments, orders, arbitral awards and official foreign documents. The provisions set out in these articles differ to some extent from the provisions set out in Articles 34 and 35 of the New Arbitration Law. There are enough arguments to make the case that Article 4 of the Preamble to the New Arbitration Law may also have repealed Articles 379 - 381 of the CCPC, although it is unfortunate that this was not expressly addressed within the New Arbitration Law.

The grounds provided in Article 35 essentially mirror the grounds contained in Articles 33(2) and (3), and are taken from Article V of the New York Convention. By enacting the New Arbitration Law in a way that carefully considers the Model Law, Qatar, as a New York Convention signatory, has made an important step forward to align its local arbitration laws with its international treaty obligations.

### **Arbitration Laws in the GCC**

Within the Gulf Cooperation Council (GCC), Qatar, Saudi Arabia, Oman and Bahrain have all adopted a version of the Model Law. Kuwait and the UAE have not implemented a new law regarding arbitration practices and instead currently rely on the Civil and Commercial Procedure Code of their respective nations.

Oman has had a modern arbitration law () since 1997, [[Oman Sultani Decree No. 47/1997](#) on Arbitration in Civil and Commercial Disputes.] which is largely based on the Model Law. The local Omani courts have jurisdiction to determine arbitration matters brought before them. Unlike most other GCC countries, Oman has no domestic arbitration body.

Saudi Arabia passed a new arbitration law in 2012 that was partly based on the Model Law [Saudi Arabia Royal Decree No. M/34/2012 on 16 April 2012.]. Saudi Arabia's arbitration law gives effect to "arbitration-friendly" principles, such as allowing the parties to freely manage certain aspects of the arbitration process. Similar to Qatar, Saudi Arabia's arbitration law limits arbitration in disputes with governmental entities. Enforcement of the award, however, is not covered by Saudi's arbitration law but

by the Enforcement law. According to the Enforcement Law, an award has the authority of a judicial ruling and becomes enforceable when it has been duly filed with the court, though only to the extent that it complies with the Sharia and public policy.

In 2015, Bahrain adopted a new arbitration law that incorporated the Model Law. Under the Bahrain Arbitration Law No. 9/2016, the Bahraini High Court is entrusted with considering and determining all arbitration related applications. Arbitrators are immune from any liability arising out of actions and decisions taken in the conduct of the arbitral proceedings unless the decision was of bad faith or gross negligence. In January 2010, Bahrain partnered with the American Arbitration Association to launch the Bahrain Chamber of Dispute Resolution (BCDR-AAA). Established through legislation that also establishes an arbitration free zone, disputes heard at the BCDR-AAA are guaranteed and not subject to challenge in Bahrain, provided that the parties agree to be bound by the outcome. The legislation also introduced mandatory arbitration at the BCDR-AAA for commercial and financial disputes involving an international party or a party licensed by the Central Bank of Bahrain where the claim is over BHD 500 (USD 1.3 million).

In Kuwait, arbitrations are governed by the Code of Civil and Commercial Procedure ([Kuwait Law No. 38/1980](#)), which contains a chapter on arbitration, and the [Kuwait Law No. 11/1995](#) of Judicial Arbitration in Civil and Commercial Matters [as amended by [Kuwait Law No. 102/2013](#).] These laws do not conform to the Model Law. Kuwait does not have a specialist arbitration court and its arbitration body, the Kuwait Commercial Arbitration Centre, is also not yet fully-fledged.

To date, the UAE does not have a common, modern arbitration law in place and currently addresses arbitration matters under Articles 203 - 218 of the UAE Civil Procedure Law [[Federal Law No. 11/1992](#), as amended.] which does not conform to the Model Law. Under the current UAE law, arbitration proceedings are subject to the intervention and supervision of the courts in many situations. For instance, courts have the power to dismiss an arbitrator, hear preliminary issues, grant interim measures, make evidentiary decisions on commission, extend the time for the arbitration and to approve, correct, enforce or even nullify awards. Within the UAE, only the Dubai International Financial Centre (DIFC) enacted its own comprehensive arbitration law in 2008, which closely follows the Model Law. The UAE has a number of established arbitration institutes, being the Abu Dhabi Commercial Conciliation and Arbitration Centre, the Dubai International Arbitration Centre, and the DIFC-LCIA Arbitration Centre, a partnership between DIFC and the London Court of International Arbitration.

A new arbitration law, based on the Model Law, has been drafted and is expected to be enacted soon in the UAE. While the new arbitration law would modernise many aspects of the UAE's current law on arbitration, it may be difficult for that law to address the question of granting immunity to arbitrators. This is particularly relevant in the UAE as Article 257 of the UAE's Penal Code provides that arbitrators who are found to be in contravention of the duty of neutrality and integrity shall be punished by imprisonment.

With half of the GCC nations adopting new arbitration laws based on the Model Law in the past five years, and with the UAE in the process of drafting its own new law, the GCC as a whole is making

significant steps in the area of arbitration. There are, however, some national differences to be taken into account. Also, not all GCC nations have adopted the Model Law in its entirety or have a competent arbitration-friendly court as in Qatar. From a regional perspective, Qatar can therefore be regarded as an attractive seat for arbitration.

### **What Makes a Good Arbitral Seat?**

In a study on the leading arbitral seats carried out by K&L Gates LLP in 2012, the following jurisdictions were identified as the most popular and most widely-used seats of arbitration:

London (England),

Beijing and Shanghai (China),

Geneva and Zurich (Switzerland),

Dubai (UAE), Paris (France), Cairo (Egypt),

New York and Washington (USA),

Moscow (Russia),

Frankfurt (Germany),

Mauritius,

Stockholm (Sweden),

Hong Kong,

Singapore Vienna (Austria) [K&L Gates, Guide to Leading Arbitral Seat and Institutions, accessed on 21 December 2017 and available at [www.klgates.com/files/upload/guidetoleadingarbitralseatsandinstitutions.pdf](http://www.klgates.com/files/upload/guidetoleadingarbitralseatsandinstitutions.pdf)].

According to data from the International Chamber of Commerce's (ICC) website, ICC arbitrations for the year 2016 were seated in 106 different cities in 60 countries. Belize in the Americas has also entered the top ten most commonly selected seats of arbitration, and Doha, the capital city of Qatar, was also an important new arrival on the scene of arbitral seats [See [iccwbo.org/media-wall/news-speeches/full-2016-icc-dispute-resolution-statistics-published-court-bulletin](http://iccwbo.org/media-wall/news-speeches/full-2016-icc-dispute-resolution-statistics-published-court-bulletin)].

So, what makes a good arbitral seat? Typically, a wide range of factors determine whether a seat is effective. In the earlier years, when arbitration was a less common form of dispute resolution, a party's choice for an efficient arbitral seat was limited to a handful of places in Europe. However, in recent years, we have seen the emergence of several new arbitration centres across the globe. Other

countries, such as Ukraine, Chile, and Canada to name a few, have also started to market themselves as “arbitration-friendly jurisdictions” in an attempt to persuade parties to select those countries as their seat of arbitration.

In 2015, the Chartered Institute of Arbitrators (CI Arb) issued a draft set of principles [CI Arb London Centenary Principles, available at [www.ciarb.org/docs/default-source/ciarbdocuments/london/the-principles.pdf?sfvrsn=4](http://www.ciarb.org/docs/default-source/ciarbdocuments/london/the-principles.pdf?sfvrsn=4).] as an objective guideline for assessing current arbitral seats and to boost the establishment of new arbitral seats, in line with these guidelines.

The draft sets out the following ten principles:

### **1. Law**

A clear effective, modern, international arbitration law which recognises and respects the parties’ choice of arbitration as the method for settlement of their disputes by:

- (a) providing the necessary framework for facilitating fair and just resolution of disputes through the arbitration process;
- (b) limiting court intervention in disputes that parties have agreed to resolve by arbitration; and
- (c) striking an appropriate balance between confidentiality and appropriate transparency, including the growing practice of greater transparency in investor-state arbitration.

### **2. Judiciary**

An independent judiciary, competent, efficient, with expertise in international commercial arbitration and respectful of the parties’ choice of arbitration as their method for settlement of their disputes.

### **3. Legal Expertise**

An independent competent legal profession with expertise in international arbitration and international dispute resolution providing significant choice for parties who seek representation in the courts of the seat, or in international arbitration proceedings conducted at the seat.

### **4. Education**

An implemented commitment to the education of counsel, arbitrators, the judiciary, experts, users, and students of the character and autonomy of international arbitration and to the further development of learning in the field of arbitration.

### **5. Right of Representation**

A clear right for parties to be represented at arbitration by party representatives (including but not

limited to legal counsel) of their choice whether from inside or outside the seat.

## **6. Accessibility and Safety**

Easy accessibility to the seat, free from unreasonable constraints on entry, work, and exit for parties, witnesses, and counsel in international arbitration, and adequate safety and protection of the participants, their documentation and information.

## **7. Facilities**

Functional facilities for the provision of services to international arbitration proceedings, including transcription services, hearing rooms, document handling and management services, and translation services.

## **8. Ethics**

Professional and other norms which embrace a diversity of legal and cultural traditions, and the developing norms of international ethical principles governing the behaviour of arbitrators and counsel.

## **9. Enforceability**

Adherence to international treaties and agreements governing and impacting the ready recognition and enforcement of foreign arbitration agreements, orders and awards made at the seat in other countries.

## **10. Immunity**

A clear right to arbitrator immunity from civil liability for anything done or omitted to be done by the arbitrator in good faith in his or her capacity as an arbitrator.

## **Why is Qatar a good arbitral seat?**

In light of the above principles, Qatar ticks most of the boxes for making it an effective arbitral seat. As discussed above, the enactment of the New Arbitration Law was an important step for Qatar to bring its arbitration law in line with modern trends and developments. Qatar also has its own arbitral centres: the Qatar International Centre for Conciliation and Arbitration (QICCA) and the Qatar International Court and Dispute Resolution Centre (QICDRC). Both institutions have presided over numerous disputes since their establishment and play a key role in the development of arbitration in Qatar. The QICDRC is a popular venue in Qatar for hosting arbitral hearings due to its world-class facilities. On the training and education front, the Qatar branch of the CIArb was recently launched in December 2017 with the support of several organisations, in particular the QICDRC. This is yet another means of promoting and facilitating the determination of disputes by arbitration and alternative means of private dispute resolution in Qatar.

Although the legal market in Qatar may be small, it comprises several highly-qualified lawyers with specific expertise in dispute resolution. Additionally, there is no liability for arbitrators under the New Arbitration Law, save for bad faith, collusion, and gross negligence. Arbitrators therefore have a clear right to immunity from civil liability, providing them with extra piece of mind when conducting arbitrations in Qatar. In light of the projects that will come to completion in the run up to the 2022 FIFA World Cup, Qatar's sense of timing, in terms of modernising its arbitration laws, has been outstanding. It is hoped the international legal community will be able to work with local lawyers to help Qatar fulfill its potential as a world-class arbitral seat.

Written by **Matthew Walker**, Partner; **Marieke Witkamp**, Associate; and **Leanie van de Merwe**, Associate.

---