

GAR KNOW HOW COMMERCIAL ARBITRATION

Qatar

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Infrastructure

1 Is your state a party to the New York Convention? Are there any noteworthy declarations or reservations?

Qatar acceded to the New York Convention on 30 December 2002. The Convention came into force on 15 March 2003 via Emiri Decree No. 29 of 2003. No reservation was made under article I(3).

2 Is your state a party to any other bilateral or multilateral treaties regarding the recognition and enforcement of arbitral awards?

Qatar is also party to the following international treaties:

- Convention on the International Centre for Settlement of Investment Disputes 1966 (ICSID Convention);
- Convention on Judicial Cooperation between States of the Arab League 1983 (Riyadh Convention);
- GCC Convention for the Execution of Judgments, Delegations and Judicial Notifications 1996 (GCC Convention); and
- United Nations Convention on International Settlement Agreements Resulting from Mediation 2018 (Singapore Convention).

Additionally, Qatar is party to 55 bilateral treaties (23 of which are in force) and a further 12 treaties with investment provisions (six of which are in force).

3 Is there an arbitration act or equivalent and, if so, is it based on the UNCITRAL Model Law? Does it apply to all arbitral proceedings with their seat in your jurisdiction?

Law No. 2 of 2017 Promulgating the Civil and Commercial Arbitration Law – Issuing the Law of Arbitration Civil and Commercial Matters (Arbitration Law) governs ongoing and future arbitration proceedings in Qatar and is based on the UNCITRAL Model Law on International Commercial Arbitration. The Arbitration Law applies to every arbitration carried out inside the State of Qatar, or where parties to an international commercial arbitration taking place abroad decide to hold it subject to the Arbitration Law. Articles 2(3) and 2(4) of the Arbitration Law stipulates when an arbitration is deemed ‘commercial’ and ‘international’.

There is a secondary jurisdiction in Qatar – namely, the Qatar Financial Centre (QFC) – with a common law judicial structure and procedures. The QFC Arbitration Regulations (Regulation No. 8 of 2005) apply where the seat of arbitration is the QFC. To the fullest extent permitted by the QFC Law, the laws, rules and regulations of the State of Qatar concerning arbitration shall not apply in the QFC.

The QFC Authority published proposed amendments to the QFC Arbitration Regulations (Proposed QFC Regulations) in June 2015; however, these proposed amendments have not yet been promulgated.

4 What arbitration bodies relevant to international arbitration are based within your jurisdiction? Do such bodies also act as appointing authorities?

The Qatar International Centre for Conciliation and Arbitration (QICCA) is the only permanent arbitration institution in Qatar. It administers arbitrations under the QICCA rules and the UNCITRAL Arbitration Rules, and has appointing authority under the latter. In addition, the Qatar International Court and Dispute Resolution Centre (QICDRC) and the Chartered Institute of Arbitrators (CIArb), both based in the QFC, also market arbitration under the QFC Arbitration Regulations and the CIArb Arbitration Rules respectively, though neither formally administers arbitrations in Qatar.

5 Can foreign arbitral providers operate in your jurisdiction?

Yes, parties in Qatar most often choose arbitration under the International Chamber of Commerce (ICC) Rules. Other arbitral providers, such as the Singapore International Arbitration Centre (SIAC) and the London Court of International Arbitration (LCIA) are also beginning to raise their profile locally too.

6 Is there a specialist arbitration court? Is the judiciary in your jurisdiction generally familiar with, and supportive of, the law and practice of international arbitration?

The competent court – providing judicial assistance to support arbitration proceedings and handling annulment and enforcement proceedings – is either the Civil and Commercial Arbitral Disputes Circuit in the Court of Appeals or the First Instance

Circuit of the Civil and Commercial Court of the Qatar Financial Centre (QFC Court) – as designated by the parties. Neither is a specialist arbitration court, as such. In arbitrations seated in the QFC, the QFC Court is the competent court. In both forums, the authors consider that the judiciary has become familiar with, and generally supportive of, international arbitration.

Agreement to arbitrate

7 What, if any, requirements must be met if an arbitration agreement is to be valid and enforceable under the law of your jurisdiction? Can an arbitration agreement cover future disputes?

An arbitration agreement is the agreement between the parties who have legal capacity to enter into such agreement. An agreement to arbitrate may stand as an independent document, or be in the form of an arbitration clause within an agreement. Under the Arbitration Law:

- the arbitration agreement must be in writing, otherwise it is invalid. The arbitration agreement is considered in writing if it is contained in a document signed by the parties, or it is in the form of paper or electronic correspondence, or by any other means of communication that allows for written proof of receipt.
- the arbitration agreement is considered to fulfil the requirement of being in writing if one of the parties claims that such agreement exists in the statement of claim or the statement of defence, provided that the other party does not deny such existence in its defence.
- a reference in a contract to a document that contains an arbitration clause is considered to be an arbitration agreement, provided that the said reference clearly makes that clause part of the contract.

Under the QFC Arbitration Regulations, an arbitration agreement must be in writing and it is deemed so if the arbitration clause or arbitration terms and conditions or any arbitration rules referred to by the arbitration agreement are in writing, even if the contract or the separate arbitration agreement may have been concluded orally, by conduct or by other means not in writing.

8 Are any types of dispute non-arbitrable? If so, which?

Under the Arbitration Law, the approval of the Prime Minister (or the Prime Minister's delegate) is required before parties can agree to enter an arbitration in respect of an administrative contract and public juridical persons may not, in any case, refer disputes between one another to arbitration. Additionally, the Arbitration Law provides that arbitration is not permitted in matters in which conciliation is not permitted. The matters in which conciliation is not permitted are not defined; however, personal or family or criminal disputes of a non-commercial nature are likely to be non-arbitrable.

Similarly, the QFC Arbitration Regulations do not define non-arbitrable disputes but – in the authors' opinion – those categories are likely to be the same as under the Arbitration Law.

9 Can a third party be bound by an arbitration clause and, if so, in what circumstances? Can third parties participate in the arbitration process through joinder or a third-party notice?

In Qatar, an agreement is binding only on the parties to that agreement and their successors.

Under the Arbitration Law, in the case of death of a party, an arbitration agreement shall not expire and may be executed by or against persons representing the deceased party's estate, subject to agreement by the parties and without prejudice to legislative provisions excluding such rights.

The Arbitration Law does not deal with the joinder of third parties to arbitration proceedings. The question of joinder may have been dealt with by the parties – for instance, if they have selected rules that permit joinder.

In line with the Arbitration Law, the Proposed QFC Regulations provide that unless the parties agree otherwise, the arbitration agreement is not discharged by the death of a party and may be enforced by or against the personal representatives of that party.

Although the QFC Arbitration Regulations and the Proposed QFC Regulations contain an article named 'Consolidation or joinder of arbitration proceedings', they actually do not address the issue of joinder.

10 Would an arbitral tribunal with its seat in your jurisdiction be able to consolidate separate arbitral proceedings under one or more contracts and, if so, in what circumstances?

There are no express provisions with regards to consolidation of separate arbitral proceedings under the Arbitration Law and this issue of consolidation will be dealt with under the rules governing the arbitration proceedings.

Conversely, the QFC Arbitration Regulations specifically empower the QFC Court to consolidate arbitration proceedings on terms it considers just, or it may order arbitration proceedings to be heard at the same time or one immediately after the other, or order any of the proceedings to be stayed until the determination of another.

11 Is the “group of companies doctrine” recognised in your jurisdiction?

The authors are not aware of any jurisprudence – indicating that the group of companies doctrine is recognised in Qatar.

12 Are arbitration clauses considered separable from the main contract?

Under the Arbitration Law and the QFC Arbitration Regulations, the arbitration clause is an agreement independent of the other terms of the contract.

13 Is the principle of competence-competence recognised in your jurisdiction? Can a party to an arbitration ask the courts to determine an issue relating to the tribunals jurisdiction and competence?

The Arbitration Law and the QFC Arbitration Regulations recognise the principle of competence-competence, allowing an arbitral tribunal to decide on its own jurisdiction.

Any decision the tribunal makes relating to jurisdiction is subject to challenge before the competent court.

14 Are there particular issues to note when drafting an arbitration clause where your jurisdiction will be the seat of arbitration or the place where enforcement of an award will be sought?

When drafting an arbitration clause with Qatar as the seat the parties are recommended to agree on the competent court – ie, local courts or the QFC court. If the QFC is the seat, the QFC Court automatically becomes the competent court.

There is no particular issue to note when drafting an arbitration clause where Qatar is the place of enforcement since Qatar is a party to the New York Convention.

15 Is institutional international arbitration more or less common than ad hoc international arbitration? Are the UNCITRAL Rules commonly used in ad hoc international arbitrations in your jurisdiction?

It is difficult to identify trends in commercial arbitrations commenced in Qatar as there are no publically available statistics comparing the number of institutional and ad hoc arbitrations in Qatar. In the authors’ experience, institutional arbitration is more common than ad hoc arbitration.

16 What, if any, are the particular points to note when drafting a multi-party arbitration agreement with your jurisdiction in mind? In relation to, for example, the appointment of arbitrators.

No specific provisions or guidance are provided by the Arbitration Law or the QFC Arbitration Regulations in relation to drafting multi-party arbitration agreements.

Commencing the arbitration

17 How are arbitral proceedings commenced in your jurisdiction? Are there any key provisions under the arbitration laws of your jurisdiction relating to limitation periods of which the parties should be aware?

Under the Arbitration Law and the QFC Arbitration Regulations, subject to the parties’ prior agreement, arbitration proceedings commence on the day the respondent receives the request for referral of the dispute to arbitration. There are no specific limitation periods that relate solely to arbitration proceedings.

Choice of law

18 How is the substantive law of the dispute determined? Where the substantive law is unclear, how will a tribunal determine what it should be?

Under the Arbitration Law and the QFC Arbitration Regulations, parties are free to agree the applicable substantive law. Where this has not been done, the tribunal will apply the law determined in accordance with the conflicts of law rules. According to Qatari principles of private international law, the form of a contract shall be subject to the law of the place of its conclusion (*locus regit actum*). Otherwise, the law applicable to the substance of the contract, or the law of the common domicile or nationality of the parties, may also apply with respect to its form.

Appointing the tribunal

19 Does the law of your jurisdiction place any limitations in respect of a party's choice of arbitrator?

Under the Arbitration Law, an arbitrator can be any person who:

- has full capacity;
- has not been convicted in a final judgment of felony or a misdemeanour involving moral turpitude or breach of public trust, even if he has been rehabilitated; and
- is of good reputation and conduct.

Unless the parties agree otherwise, there is no requirement that the arbitrator(s) be of any specific nationality. The Ministry of Justice shall provide a register of approved arbitrators. The Minister shall issue decisions to determine the conditions and rules for registering and striking off arbitrators in the aforementioned register. However, this does not preclude the Appointing Authority to appoint arbitrator(s) from any list they deem appropriate.

The authors are not aware of any such decision having been issued yet; however, we understand that the relevant department at the Ministry of Justice has been informally compiling names of arbitrators.

The QFC Arbitration Regulations do not provide any specification as to the arbitrators. However, they provide that the QFC Court shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and, in the case of a sole or third arbitrator, shall take into account as well the advisability of appointing an arbitrator of a nationality other than that of any party.

20 Can non-nationals act as arbitrators where the seat is in your jurisdiction or hearings are held there? Is this subject to any immigration or other requirements?

Non-nationals can and do act as arbitrators where the seat is in Qatar. Normal immigration rules apply where a non-Qatari visits Qatar.

21 How are arbitrators appointed where no nomination is made by a party or parties or the selection mechanism fails for any reason? Do the courts have any role to play?

Under the Arbitration Law, if the parties do not agree on the number of arbitrators, the number shall be three.

Save for where the parties have agreed a certain mechanism to appoint arbitrators, the following rules apply:

- Where an arbitration requires a single arbitrator, the parties must agree on the identity of that arbitrator by 30 days from the date of the written notice. If this is not done, any of the parties can ask the Appointing Authority to appoint the arbitrator.
- In the case of an arbitration that requires a three-person tribunal, each party appoints an arbitrator. Each of these appointed arbitrators then agrees on the third arbitrator. The Appointing Authority may appoint the third arbitrator on request of either party (i) if either party fails to appoint their respective arbitrator within 30 days from the date of the written notice; or (ii) if the two appointed arbitrators cannot agree on the appointment of a third arbitrator within 30 days from the dates of their appointment.

Under the QFC Arbitration Regulations, unless agreed by the parties, the number of arbitrators shall be three in ad hoc arbitrations. The default appointment procedure is similar to that under the Arbitration Law and where any participant fails to act the QFC Court take the necessary measure.

22 Are arbitrators afforded immunity from suit under the law of your jurisdiction and, if so, in what terms?

Under the Arbitration Law, arbitrators shall not be held liable for exercising their tasks, unless they have done so in bad faith, collusion or gross negligence. The QFC Arbitration Regulations also provide immunity to arbitrators unless the act or omission is in bad faith.

23 Can arbitrators secure payment of their fees in your jurisdiction? Are there fundholding services provided by relevant institutions?

There is no specific method for arbitrators to secure payment of their fees in Qatar. If the arbitration is an institutional one, the relevant institutional rules apply.

Challenges to arbitrators

24 On what grounds may a party challenge an arbitrator? How are challenges dealt with in the courts or (as applicable) the main arbitration institutions in your jurisdiction? Will the IBA Guidelines on Conflicts of Interest in International Arbitration generally be taken into account?

Under the Arbitration Law, an arbitrator can be removed where there are reasonable doubts as to their independence and impartiality. Arbitrators may also be replaced if they lack the qualifications agreed upon between the parties, or fail to perform their mandate. If there is no agreement on the arbitrator removal procedures, a written request for removal stating the underlying grounds and reasons shall be presented to the arbitral tribunal. The challenge will then be referred to the Appointing Authority if the arbitrator fails to withdraw or if the other party objects to the challenge.

The grounds and procedure for removal are similar under the QFC Arbitration Regulations – with the exception that the arbitral tribunal is the first authority to rule on the removal request. If the challenge is unsuccessful, the challenging party may apply to the QFC Court.

The authors understand that references to the IBA Guidelines on Conflicts of Interests are made occasionally by counsel in arbitration proceedings, although this does not happen very often. The authors are not aware of any proceedings or court judgment where the IBA Guidelines on Conflicts of Interests have been used.

Interim relief

25 What main types of interim relief are available in respect of international arbitration and from whom (the tribunal or the courts)? Are anti-suit injunctions available where proceedings are brought elsewhere in breach of an arbitration agreement?

The Arbitration Law provides tribunals with the power to issue provisional measures or interim awards that are dictated by the nature of the dispute or for the purpose of preventing irreparable harm – including:

- maintaining or restoring the status quo pending determination of the dispute;
- 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;
- providing a means of preserving assets out of which a subsequent award can be satisfied; and
- preserving evidence that may be relevant and material to the resolution of the dispute.

A party, with permission of the tribunal, may ask the competent court/judge to enforce the interim award. Arbitral tribunals have similar powers under the QFC Arbitration Regulations.

Under the Arbitration Law, in situations where the arbitral tribunal, or any other person to whom the parties have granted certain authority, does not have jurisdiction, or is incapable to act effectively at the time, the competent judge, on the application of one of the parties, may order interim measures, either before the commencement of or during the arbitral proceedings.

Under the QFC Arbitration Regulations, it is compatible with an arbitration agreement for a party to request, before or during arbitral proceedings, from the QFC Court an interim measure of protection and for the QFC Court to grant such measure. The QFC Court has the same power of issuing interim measures and protection for the purposes of and in relation to arbitration proceedings as it has for the purposes of and in relation to other proceedings.

Neither the Arbitration Law nor the QFC Arbitration Regulations contain any specific provisions regarding anti-suit injunctions.

26 Does the law of your jurisdiction allow a court or tribunal to order a party to provide security for costs?

There is no explicit clause in the Arbitration Law or the QFC Arbitration Regulations in relation to security for costs; however, both allow for all provisional measures that are dictated by the nature of the dispute, including measures providing a means of preserving assets by means of which later awards may be executed. In the authors' opinion, the general powers provided under the Arbitration Law and the QFC Arbitration Regulations are sufficiently comprehensive to allow for security for costs.

Additionally, the Arbitration Law and the QFC Arbitration Regulations state that the arbitrators may require a party requesting an interim award to submit sufficient security for costs for the provisional measure it orders or the interim award it issues.

Procedure

27 Are there any mandatory rules in your jurisdiction that govern the conduct of the arbitration (eg, general duties of the tribunal and/or the parties)?

Both the Arbitration Law and the QFC Arbitration Regulations stipulate various mandatory procedures and also allows the parties to agree on applicable procedures in specific situations.

The following are among mandatory procedural rules that govern the conduct of the arbitration under the Arbitration Law:

- The tribunal must follow the arbitration procedures, including rules of evidence, agreed by the parties.
- The tribunal shall be impartial and shall treat the parties equally. It shall provide them with a full and equal opportunity to present their claim, defences and pleas. The tribunal shall also avoid any unnecessary delay or expenses to ensure a fair and expeditious means for resolving the dispute.
- The arbitration must be conducted in the language(s) agreed by the parties.
- The arbitral tribunal must hear witnesses and experts without swearing an oath.

The QFC Arbitration Regulations provide similar mandatory procedural rules that govern the conduct of arbitration.

28 What is the applicable law (and prevailing practice) where a respondent fails to participate in an arbitration?

Under the Arbitration Law and the QFC Arbitration Regulations, the arbitral tribunal may continue with the arbitral proceedings if a respondent fails to attend the hearings or fails to submit a statement of defence – unless the parties agree otherwise.

29 What types of evidence are usually admitted, and how is evidence usually taken? Will the IBA Rules on the Taking of Evidence in International Arbitration generally be taken into account?

Under the Arbitration Law and the QFC Arbitration Regulations, the parties have full autonomy to agree on certain arbitration procedures, including evidence rules, which must be followed by the arbitral tribunal.

The Arbitration Law does not provide for a specific preference on the collection of evidence and the stage of submissions. The Arbitration Law provides that the tribunal shall hear witnesses and experts without taking an oath. Copies of memoranda, documents or other papers filed by one party and copies of expert reports and other evidence are sent to the other party.

The QFC Arbitration Regulations do not contain detailed provisions regarding the submission of pleadings and the evidence submitted. However, it does provide that the parties may submit with their statements of claims and defence all documents they consider to be relevant.

Arbitrators can order parties to produce evidence. Arbitrators cannot compel a party to disclose documents but can ask for the assistance of the Competent Court in obtaining of evidence.

It is the common understanding that any type of evidence may be used as long as it is obtained legally. It is common for the parties to agree on the use of the IBA Rules on the Taking of Evidence in International Commercial Arbitration as guidance.

30 Will the courts in your jurisdiction play any role in the obtaining of evidence?

Under the Arbitration Law, the arbitral tribunal or any of the parties may, after approval of the arbitral tribunal, seek assistance from the competent court to obtain evidence, including the technical expert's work and examination of evidence. If the arbitral tribunal finds that the requested assistance is necessary to adjudicate the subject of the dispute, the tribunal may suspend the arbitration procedures until this aid is obtained.

The competent court may accept the request for assistance within its authority in accordance with the applicable rules for collecting evidence, including judicial summoning of third parties or sentencing for the non-appearance or non-response of witnesses to adequate penalties set forth in articles 278 and 279 of Qatar Law No. 13/1990 promulgating the Civil and Commercial Procedure Law (CCPL).

Under the QFC Arbitration Regulations, the tribunal or a party with the approval of the tribunal may request from the QFC Court assistance in taking evidence. The QFC Court may execute the request within its competence and according to its rules on taking evidence.

31 What is the relevant law and prevailing practice relating to document production in international arbitration in your jurisdiction?

Neither the Arbitration Law nor the QFC Arbitration Regulations contain specific provisions relating to document production. In the authors' experience, it is common for the parties and tribunals to agree on use of the IBA Rules on the Taking of Evidence in International Commercial Arbitration as guidance.

Arbitrators cannot compel a party to disclose documents but can ask for the assistance of the Competent Court in obtaining of evidence.

32 Is it mandatory to have a final hearing on the merits?

The Arbitration Law provides that the arbitral tribunal shall hold hearings to enable the parties to explain the subject of the case and to present their arguments and evidence or to hear their oral statements, unless the arbitral tribunal deems it sufficient to submit the written memorandums and documents or the parties agree otherwise.

Under the QFC Arbitration Regulations, subject to any agreement to the contrary between the parties, the arbitral tribunal shall decide whether to hold an oral hearing or whether the proceedings can be conducted on the basis of documents and other materials.

In the authors' experience, "document only" arbitrations are rare in Qatar, and it is normal to have a formal hearing.

33 If your jurisdiction is selected as the seat of arbitration, may hearings and procedural meetings be conducted elsewhere?

Under both the Arbitration Law and the QFC Arbitration Regulations, unless otherwise agreed by the parties, the arbitral tribunal may hold hearings and procedural meetings in any venue it deems appropriate.

Award

34 Can the tribunal decide by majority?

Under the Arbitration Law and the QFC Arbitration Regulations, the issued decisions, orders and awards of an arbitral tribunal comprising more than one arbitrator shall be based on the opinion of the majority, unless the parties agree otherwise. However, decisions may be issued on procedural issues by the president of the tribunal if the parties, or all members of the tribunal, give the president the permission to do so.

35 Are there any particular types of remedies or relief that an arbitral tribunal may not grant?

The laws of the State of Qatar do not restrict the types of remedies available in arbitration, as long as they are not contrary to public policy.

Arbitration awards are generally an award of damages. Awards for specific performance are permissible at law, but – in the authors' opinion – the arbitral tribunals, more so than the local courts, are reluctant to order specific performance.

36 Are dissenting opinions permitted under the law of your jurisdiction? If so, are they common in practice?

Under the Arbitration Law and the QFC Arbitration Regulations, the signatures of the majority of the arbitrators will suffice, provided that the reason for any omitted signature is stated in the award. Dissenting opinions are technically permitted but are, in the authors' experience, not common.

37 What, if any, are the legal and formal requirements for a valid and enforceable award?

Under the Arbitration Law, 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, unless agreed otherwise by the parties, provided that the reason for any omitted signatures is stated in the award.

The award must state the reasons upon which the decision is based, unless the parties agree otherwise or if the applicable legal rules do not require it, or if the award is made upon the parties' settlement. It must also state the name of the parties and their addresses; the nationalities, names, addresses and capacity of the arbitrators; a copy of the arbitration agreement; the date of the issuance of the award; and the seat of arbitration. The award must include a summary of the requests, statements and documents submitted by the parties and the award ruling and its reasons, if it is required that they be stated. The award shall also state the costs and fees of the arbitration, the party responsible for paying costs, and the procedures for payment, unless agreed otherwise by the parties.

Each party to an arbitral award shall be given a copy within 15 days of the date of the issuance of the award, and the tribunal is required to send an electronic copy thereof to the administrative department in the ministry concerned with arbitration affairs, within two weeks of issuance. In practice, we are aware that arbitral tribunals appear to be complying with this requirement, and that the arbitration department at the Ministry of Justice is the relevant administrative department.

Under the QFC Arbitration Regulations, the award shall be made in writing and signed by the majority of the arbitrators provided that the reason for any omitted signature is stated. The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is a consent award. The award must state its date and the seat of arbitration, and shall be deemed to have been made at the seat. After the award is made, a copy signed by the arbitrators shall be delivered to each party. Unless otherwise agreed by the parties, the arbitral tribunal – in the award – may direct to whom, by whom, and in what manner, the whole or any part of the costs that it awards shall be paid; fix the amount of costs to be paid or any part of those costs; and award interest on any sums it directs to be paid.

Practitioners have had different views as to whether, with the enactment of the Arbitration Law, there is still a requirement for the Qatar-seated arbitral awards to be issued in the name of His Royal Highness, the Emir of the State of Qatar. Although there is no explicit legal requirement under the abolished arbitration law or any other law, or in the Constitution of Qatar, there have been several court decisions that ruled that Qatar-seated arbitral awards must be issued in the name of His Highness the Emir, citing Article 69 of the CCPL the reason. Whilst the Arbitration Law expressly repealed Articles 190-210, it did not repeal Article 69. With a judgment issued in July 2020, the Court of Appeal clarified this topic when it dismissed a challenge against an arbitral award that was not issued in the name of His Highness the Emir.

38 What time limits, if any, should parties be aware of in respect of an award? In particular, do any time limits govern the interpretation and correction of an award?

Under the Arbitration Law, an arbitral award should be issued within the timeline agreed upon or if there is no such agreement, within one month from the conclusion of the proceedings. In all cases, the arbitral tribunal may extend the time limit on its own motion for only an additional month, unless the parties agree otherwise.

Unless otherwise agreed by the parties, any party may, within seven days of the receipt of the arbitral award or within the period agreed by the parties, provided that it notifies the other parties, request the arbitral tribunal to make corrections, provide interpretation or make additional award as to the requests submitted during the arbitral proceedings but which were omitted from the award.

The arbitral award may not be contested by any means of appeal except by annulment action within 30 days from the date of receipt of the award or from the date of issuance of the correction, interpretation or the supplemental award.

The time frame for the application for correction, interpretation or supplemental award under the QFC Arbitration Regulations is 30 days, and the time frame for application for annulment is three months. The three months' time limit shall not apply to an application to the QFC Court to have an award set aside on the grounds that the award is in conflict with the public policy of the QFC.

Costs and interest

39 Are parties able to recover fees paid and costs incurred? Does the “loser pays” rule generally apply in your jurisdiction?

Under both the Arbitration Law and the QFC Arbitration Regulations, arbitrators are given the power to award the winning party its costs, partially or fully. The “loser pays” rule does not strictly apply in Qatar but is taken into consideration by arbitral tribunals.

40 Can interest be included on the principal claim and costs? Is there any mandatory or customary rate?

It was the common understanding that interest is not available as a remedy to the tribunal as it was considered as contrary to the state's public policy – unless the parties' arbitration agreement expressly contemplated the rate and periods at which interest would be paid. However, recent jurisprudence shows that interest for delay of payment is not a violation of public policy.

Under the QFC Arbitration Regulations, the arbitral tribunal is empowered to award interest on any sums it directs to be paid.

Challenging awards

41 Are there any grounds on which an award may be appealed before the courts of your jurisdiction?

Under the Arbitration Law and the QFC Arbitration Regulations, an arbitral award may not be contested by any means of appeal except by annulment and setting-aside action before the Competent Court.

42 Are there any other bases on which an award may be challenged, and if so what?

An arbitral award may only be challenged by way of setting-aside.

The Arbitration Law sets out limited grounds for setting aside an arbitral award. An application for setting aside an award shall not be accepted unless the applicant furnishes proof of the following:

- any party to the agreement was, at the time of concluding it, incompetent or under some incapacity, or the arbitration agreement is invalid under the law applicable to the arbitration agreement as chosen by the parties or according to the Arbitration Law by default;
- 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;
- the award has decided matters outside the scope of the arbitration agreement or in excess thereof (if it is possible to separate the parts of the award that are related to arbitration from the parts unrelated to arbitration, only the latter parts shall be set aside); or
- 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 unless that agreement was in conflict with a provision of the Arbitration Law, from which the parties cannot derogate, or failing such agreement, was not in accordance with the Arbitration Law.

A court may consider of its own initiative to set aside an award for non-arbitrability of the subject matter of the dispute or violation of public policy, which is understood as a serious departure from fundamental notions of procedural justice and a serious violation of laws intended for the benefit of society. Public order is a concept often construed widely.

Unless otherwise agreed between the parties, the competent court may stay the proceedings before it upon the request of one of the parties, for such period that the court will determine if it finds it convenient to grant the arbitral tribunal the chance to complete the arbitration proceedings or to take any other procedure that the arbitral tribunal deems necessary to eliminate the grounds for annulment.

The QFC Arbitration Regulations uses the phrase ‘the [a]ward is not in the interest of the QFC’ instead of ‘violation of public policy’; however, in light of the other provisions of the QFC Arbitration Regulations, there appears to be no distinction between these two terminologies.

43 Is it open to the parties to exclude by agreement any right of appeal or other recourse that the law of your jurisdiction may provide?

It is not permissible for the parties to agree to waive the right to file an annulment action.

Enforcement in your jurisdiction

44 Will an award that has been set aside by the courts in the seat of arbitration be enforced in your jurisdiction?

Annulment of an arbitral award is a ground for refusal of enforcement under both the Arbitration Law and the QFC Arbitration Regulations. Although according to the wording used in the QFC Arbitration Regulations and the English translation of the Arbitration Law – ie, ‘may’ – the courts can enforce the annulled arbitral awards, the courts in Qatar are highly unlikely to enforce such awards. The authors are not aware of any jurisprudence on this issue.

45 What trends, if any, are suggested by recent enforcement decisions? What is the prevailing approach of the courts in this regard?

Arbitration in Qatar in recent years has experienced significant growth, among both domestic and international users. There is an upward trend in the number of arbitration proceedings conducted in Qatar, in many of which at least one party is based outside Qatar.

Arbitration is particularly popular in the construction, infrastructure, real estate, energy and banking sectors. It is increasingly becoming the norm and sometimes even a condition when contracting with Qatari companies that the contracting parties agree to resolve their disputes through arbitration conducted under the auspices of a local or international arbitration centre.

There are no publicly available statistics on institutional and ad hoc arbitrations seated or enforced in Qatar or having Qatari law as the substantive and procedural law, so it is difficult to accurately determine trends in commercial arbitration. The authors are aware that more and more arbitral awards are being enforced or voluntarily complied with in Qatar.

46 To what extent might a state or state entity successfully raise a defence of state or sovereign immunity at the enforcement stage?

With regards to the immunity of foreign states and foreign state entities, Qatar acceded to the Vienna Convention on Diplomatic Relations (‘Vienna Convention’) on 6 June 1986. Under article 22(3) of the Vienna Convention, the premises of the mission, their furnishings and other property thereon and the means of transport of the mission shall be immune from search, requisition, attachment or execution.

With regards to the immunity of the State of Qatar and state entities, the Civil Code (Qatar Law No. 22/2004 promulgating the Civil Code) stipulates that the moveable and immovable property of the state or public juristic persons that is allocated for a public benefit is deemed to be public funds and such funds may not be disposed of, attached or acquired (unless for a public benefit).

The Public and Private State Property Law provides that the government may, under agreement or pledge, waive the immunity from execution for its public or private funds that are either invested in financial, commercial or industrial activities or deposited in the banks and the existing contractual terms in this regard are valid.

Further considerations

47 To what extent are arbitral proceedings in your jurisdiction confidential?

The Arbitration Law does not expressly require arbitration proceedings to be confidential. However, it prohibits the publication of the arbitral award without the consent of the parties to the arbitration. This prohibition applies to all persons involved in the arbitral proceedings, including the parties, the arbitrators, the institution, or any other person. In the authors' experience, parties – if not already agreed in the arbitration clause – generally agree on confidentiality provisions in the early stages of arbitration proceedings.

The QFC Arbitration Regulations do not contain a confidentiality provision.

In the authors' experience, parties agree on keeping the arbitration proceedings confidential in the early stages of arbitration.

48 What is the position relating to evidence produced and pleadings filed in the arbitration? Are these confidential? Is there any way that they might be relied on in other proceedings (whether arbitral or court proceedings)?

In the authors' experience, parties usually agree on keeping arbitration proceedings confidential in the early stages of arbitration thus unless there is an application to the Competent Court in relation to those proceedings, the evidence produced or pleadings filed in the arbitration may not be relied on in other proceedings. General proprietary rights, trade secrets or intellectual property rules may also apply.

49 What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your jurisdiction?

The Arbitration Law does not provide for a set code of ethics for counsel or arbitrators. However, it provides that the arbitrator shall not be held liable for exercising his duties as an arbitrator unless he has done so in bad faith, through collusion or with gross negligence.

The ethical and professional standards applicable to all lawyers admitted to practise before the Qatari courts are set out in Law (23) of 2006, Regarding Enacting the Code of Law Practice – under which lawyers must act in compliance with rules ethics, integrity, honour and honesty in both their professional and personal conduct and shall perform all the duties imposed upon them by statute, law practice's code of ethics and traditions.

The QFC has published a Legal Services Code at Part 6 of the QFCA Rules, which applies to all legal service firms and QFC lawyers. This code applies a common set of standards, including client care, confidentiality and conflicts.

50 Are there any particular procedural expectations or assumptions of which counsel or arbitrators participating in an international arbitration with its seat in your jurisdiction should be aware?

Aside from the mandatory procedural rules applicable for arbitration proceedings that are set out in this chapter, there are no particular procedural expectations or assumptions of which counsel or arbitrators participating in an international arbitration with its seat in Qatar should be aware.

51 Is third-party funding permitted in your jurisdiction? If so, are there any rules governing its use?

Both the Arbitration Law and the QFC Arbitration Regulations are silent in respect of third-party arbitration funding. There are no professional litigation funders in Qatar. The authors are aware that there are always some claimants looking for third-party funding options but third-party funding is still uncommon in Qatar.



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Matthew R M Walker, a partner in the Doha and London offices of K&L Gates, focuses his practice on construction law and dispute resolution. He has acted as advocate and counsel in ICC arbitrations in Qatar, the UAE, Saudi Arabia, Turkey, India and the United Kingdom, as well as in the Qatar International Court, the High Court of England and Wales, and an international adjudication on a gas facility in Tanzania. He has acted as sole arbitrator in a QICCA arbitration, in which he issued a final award, and has been appointed to QICCA's panel of arbitrators. He is a Fellow of the Chartered Institute of Arbitrators, a Fellow of the Chartered Institute of Building and has been accredited as a mediator by the Royal Institute of Chartered Surveyors.

He also gives non-contentious construction advice, particularly in the rail sector. He has undertaken secondments to Qatar Rail and London Underground. He has advised on procurement for Doha Metro and has drafted construction contracts (including FIDIC, NEC, JCT, ACE, RIBA and bespoke forms) on construction projects of varying size and complexity. He has also been listed in *Who's Who Legal* 2015-2019 as one of the six leading construction lawyers currently working in Qatar.



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Burak Eryigit is an associate in the firm's Doha office. He focuses his practice on international arbitration, dispute resolution, energy and infrastructure projects and construction matters, and also advises clients on general Qatar, English and Turkish law issues relating to international arbitration, dispute resolution, and energy and infrastructure projects.

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K&L Gates is a fully integrated global law firm with lawyers located across five continents. Our broad global platform allows us to guide clients through the legal challenges inherent in the ever-changing international landscape. The deep latticework of relationships across our offices and practices enables our clients to respond to diverse legal issues and risks through the services of one law firm with a single communication. K&L Gates represents leading global corporations in every major industry, capital markets participants and ambitious middle-market and emerging growth companies. Our lawyers also serve public sector entities, educational institutions, philanthropic organizations, and individuals. We are leaders in legal issues related to industries critical to the economies of both the developed and developing worlds – technology, manufacturing, financial services, health care, and energy, among many others. Our Doha office is located in Qatar’s prestigious West Bay. With significant proven reserves of both oil and natural gas and one of the world’s highest per capita production rates, Qatar’s economy is one of the fastest growing in the world. Our team of lawyers has a deep understanding of the Qatar legal, regulatory, commercial, and financial markets together with substantial Middle East and international experience. The focal points of our Doha office are corporate, commercial, regulatory and legislative drafting, projects, energy and infrastructure, aviation, banking and finance, telecoms, media and technology, real estate and construction, intellectual property, and all manner of dispute resolution. We represent major State of Qatar-backed entities, family conglomerates, listed companies, and financial institutions doing business both domestically and abroad; as well as international clients doing business in Qatar and across the Middle East region.

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Chafic holds over 25 years of experience in civil and commercial matters. Having been involved in various high-profile domestic and international corporate and commercial cases, Chafic provides legal advice on all aspects of Qatari Law, focally in areas of regulatory compliance and corporate governance.

Chafic has represented and advised clients on a number of greenfield investments and telecommunications acquisitions (GSM licences) across MEA (Middle East and Africa) markets, including Kenya, Democratic Republic of Congo, Sierra Leone, Gambia, Yemen, Ghana, Uganda, Comoros Islands and Malawi. Chafic's legal advisory services have grown to cover cross-border legal transactions, and counsel to management teams and boards of directors on corporate, contractual, and other significant regulatory and transactional affairs.



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Claudia works mostly in the following practice areas: construction, contracting, engineering consultancy, corporate, commercial, M&A, property, real estate, arbitration and litigation. She advises international and local firms regarding their projects in Qatar and all legal aspects pertaining thereto. She has advised clients and acted for them whether in litigation or arbitration or annulment recourses with regards to major projects in Qatar.

Claudia also advises on all aspects of corporate and commercial matters and has an international law practice essentially in providing legal counsel to many construction and commercial companies and corporations and in arbitration mainly under ICC Rules, QICCA Rules or ad hoc. Claudia also advises firms to set up with Qatar Financial Centre on commercial, corporate and compliance matters.



Marri Hage Law Offices was established in February 2001 in Qatar. In 2012, Rashed Al Marri partnered with Advocate Claudia El Hage from Lebanon to continue with a practice that focuses primarily on local and international clients in banking, finance, corporate and commercial, telecommunications, consumer protection, construction, industrial, real estate, insurance, insurance brokers, media, medical and employment matters and projects essentially by providing legal counsel to many institutions, banks, associations and corporations in Qatar and on litigation and alternative dispute resolutions mainly arbitration assisting in both defending and pursuing arbitration proceedings. Our team acts as co-counsel to international Law Firms in Qatar and abroad and provides them advice and legal support on Qatari Laws. The practice operating under the partnership Al Marri & El Hage Law Office has extended the practice with the aim of developing a fully fledged regional practice through offices, affiliations and correspondent offices in Lebanon, Oman, UAE and France. Claudia El Hage Law Office in association with Rashed R Al Marri Law Office.

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