ARBITRATION WORLD

41ST EDITION JANUARY 2026

FROM THE EDITORS

We are delighted to present the 41st edition of Arbitration World, a publication from K&L Gates' International Arbitration practice group that highlights significant developments and issues in international arbitration for executives and in-house lawyers with responsibility for dispute resolution.

This edition continues our tradition of providing updates on key developments in international arbitration, including reports on recent cases and changes in arbitration laws from regions around the globe, as well as reporting on some developments with respect to arbitration institutions. We also include our usual investor-state arbitration update, with a roundup of some of the recent developments of note in international investment law and practice.

In addition, this edition includes links to some articles previously published as Arbitration World alerts. In particular, the relevant alerts cover:

- The opportunities and risks posed by artificial intelligence in international arbitration.
- The key reforms introduced by the new UK Arbitration Act 2025 and their impact on insurance contracts.
- A Dubai Court of Cassation decision confirming that seeking provisional measures from UAE courts does not waive an arbitration agreement.
- A UAE ruling clarifying that arbitral awards do not need to be signed on every page.
- An overview of the seventh edition of the Singapore International Arbitration Centre (SIAC) Rules and how they aim to define the future of SIAC arbitration.

Details are also provided of our Arbitration World podcast series, including:

- A new four-part mini-series on efficient and effective arbitration proceedings, featuring two leading arbitrators: Lucy Greenwood and Klaus Reichert SC.
- A two-part discussion on SIAC's latest arbitration rules and trends in arbitration.

Finally, we want to mention two of our recorded webinars that provide valuable insights. In "Whether to Litigate or Arbitrate Insurance Disputes: Key Issues, Tips, and Potential Pitfalls," (June 2025, as part of London International Disputes Week) we examined strategic considerations when deciding between litigation and arbitration in the context of insurance disputes (recording available **here**). In "Jurisdiction Entanglements in International Arbitration: Perspectives and Lessons From Different Jurisdictions" (October 2025, as part of Hong Kong Arbitration Week), we explored complex jurisdictional issues and shared practical lessons from multiple legal systems to help parties navigate cross-border disputes effectively (recording available **here**).

As always, our goal is to provide practical insights and thought leadership to help you navigate the evolving landscape of international arbitration. We hope you find this edition of *Arbitration World* informative and welcome your feedback.

Declan Gallivan, Ian Meredith, Peter Morton

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ARBITRATION WORLD PODCAST SERIES

Our International Arbitration practice group produces the **Arbitration World podcast** as part of the HUB Talks program. The 10- to 20-minute episodes cover significant developments and important topics impacting international arbitration.

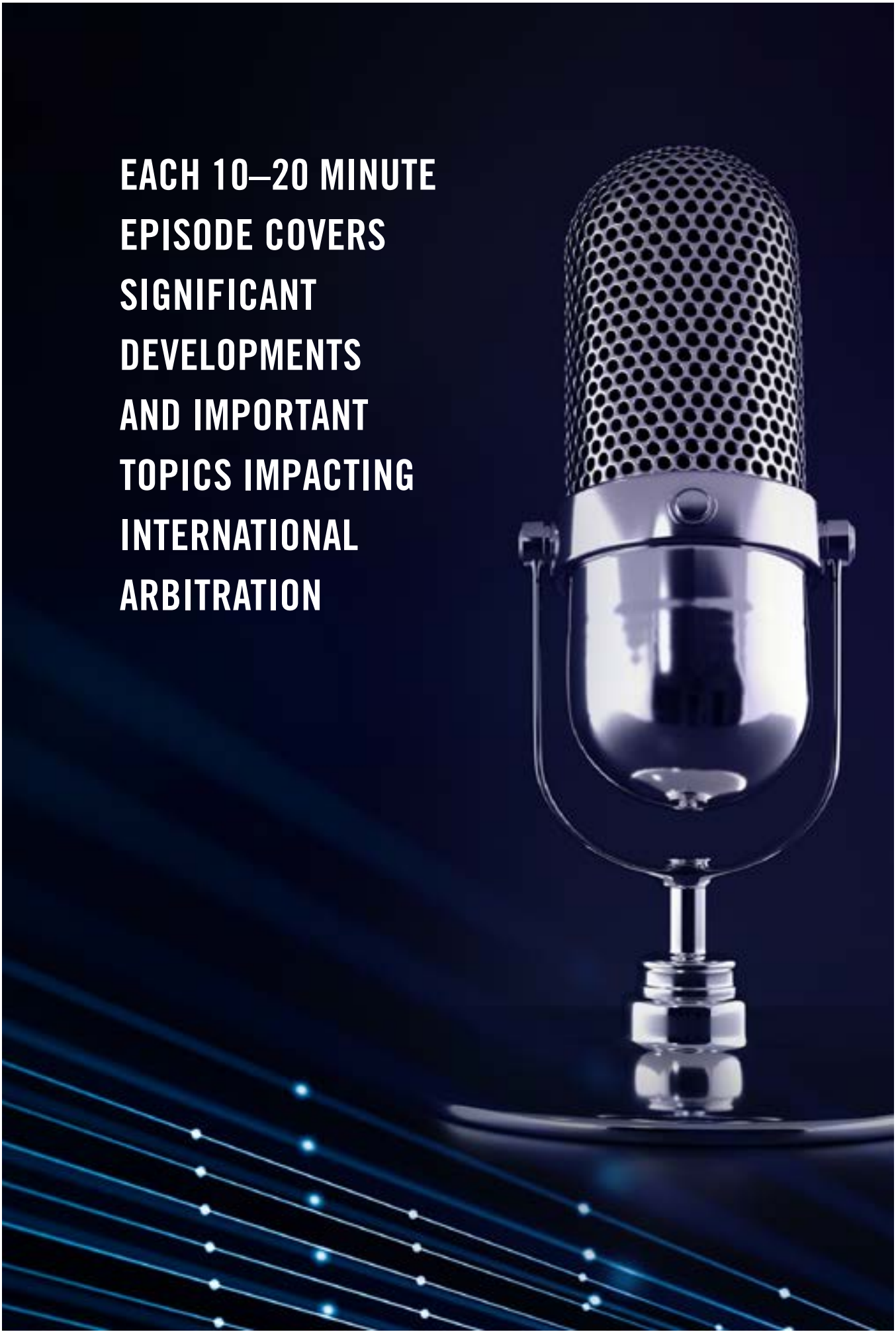
2025 podcast highlights include:

Efficient and Effective Arbitration Proceedings – A four-part mini-series: Declan C. Gallivan (senior associate, London) speaks with two leading arbitrators, Lucy Greenwood and Klaus Reichert SC, to discuss how to efficiently and effectively manage arbitration proceedings. Each episode looks at a different stage or stages of the arbitration process and discusses how an adjustment in approach can lead to a more focused and productive process. (**Listen here**)

SIAC Insights – A two-part series hosted by Joan Lim-Casanova (partner, Singapore): Part 1 covers key features of arbitration under the SIAC Arbitration Rules 2025 and recent amendments. Part 2 explores current trends, challenges for administering institutions, and the impact of technology on arbitration processes. (**Listen here**)

You can subscribe to HUB Talks via your favorite podcast app to have our episodes delivered directly to you.

EACH 10–20 MINUTE EPISODE COVERS SIGNIFICANT DEVELOPMENTS AND IMPORTANT TOPICS IMPACTING INTERNATIONAL ARBITRATION



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ARBITRATION NEWS FROM AROUND THE WORLD

ASIA PACIFIC

Australia

By Carl Hinze (Brisbane), Mitchell Riggs (Brisbane)

Full Federal Court of Australia Allows India to Invoke Sovereign Immunity as a Defence

The Full Court of the Federal Court of Australia in *Republic of India v CCDM Holdings, LLC* [2025] FCAFC 2 held that India had not waived foreign state immunity in respect of noncommercial disputes by accession to the New York Convention, overturning a prior Federal Court decision.

Certain investors sought to recognise and enforce an arbitral award against India in Australia pursuant to the New York Convention. India sought foreign state immunity protection under the Foreign States Immunities Act 1985 (Cth). The prior decision of the Federal Court held that India had waived sovereign immunity by becoming a party to the New York Convention and agreeing that Australia (another contracting state) would recognise and enforce arbitral awards, including if India is a party to an award.

The Full Court of the Federal Court of Australia overturned this decision, as India's ratification of the New York Convention was subject to a reservation that it would apply the New York Convention only to commercial disputes. The Full Court held that, by its reservation, India had made it clear that it would not treat noncommercial disputes as being subject to the New York Convention and therefore India had not waived immunity in respect of those disputes.

Federal Court Rejects Spain's Sovereign Immunity Claim

In *Blasket Renewable Investments LLC v Kingdom of Spain* [2025] FCA 1028, the Federal Court of Australia rejected Spain's claim to sovereign immunity. The court determined that Spain waived its sovereign immunity against recognition and enforcement of ICSID (The International Centre for Settlement of Investment Disputes) awards by its ratification of the ICSID Convention. This case builds on a prior High Court decision and adds to a string of decisions in non-EU jurisdictions that confirm the enforceability of ICSID awards.

ACICA Launches its Sustainability Protocol

The Australian Centre for International Commercial Arbitration (ACICA) officially launched ACICA's Sustainability Protocol: Towards More Sustainable Arbitral Proceedings on 12 March 2025. The protocol seeks to encourage parties and tribunals in arbitral proceedings to resolve disputes in a more environmentally sustainable manner. Participants can select specific recommendations without any obligation to adopt all of them. Some key recommendations include using carbon budgets or carbon emissions scorecards and engaging energy-efficient service providers.

Hong Kong

By Christopher Tung (Hong Kong)

Hong Kong Court Finds Nonsignatories May Be Bound by Arbitration Agreements

In two related crypto dispute cases, the Hong Kong Court of First Instance held that jurisdictional issues arising from claims involving nonsignatories to arbitration agreements should be dealt with by the arbitral tribunal: *Techteryx Ltd v. Legacy Trust Company Limited & Others* **[2025] HKCFI 665** and *Techteryx Ltd v. Legacy Trust Company Limited & Others* **[2025] HKCFI 787**. The two decisions arose from disputes involving Techteryx, the purchaser of the TrueUSD digital token business, from TrueCoin. In the first decision, the court held that Techteryx, as a nonsignatory, could be bound by the arbitration agreement because it advanced claims in its capacity as a beneficiary of a trust against a party to the arbitration agreement in relation to losses suffered by a trustee that was also a party to the arbitration agreement. In the second decision, the fifth defendant, a nonsignatory of the arbitration agreement, acting as an agent of the fourth defendant (which was a signatory), sought a stay of court proceedings, in favor of arbitration. The court found a prima facie case that Techteryx's claims against the fifth defendant were "intimately founded and intertwined with" the fourth defendant's contractual obligations, and therefore Techteryx was bound to arbitrate those claims against the fifth defendant. The requested stay of the court proceedings was granted. The two cases provide support to the application to or use of arbitration agreements by nonsignatories to compel arbitration when claims are closely related to the underlying agreements and transaction.

Hong Kong Court Confirms the High Threshold to Successfully Challenge an Arbitrator Based on Bias or Lack of Impartiality.

In *CNG v G. & Others* **[2025] HKCFI 3598**, the claimant sought to remove the presiding arbitrator on grounds of alleged bias and lack of impartiality. The claimant alleged that the arbitrator made unbalanced and unfair comments and fell asleep during hearing days. The Hong Kong court dismissed the challenge, finding no real possibility of bias. For example, the court noted that the alleged sleeping episodes occurred during a relatively uncomplicated part of the case and no immediate objection was raised. On the timing of the challenge, Article 11.7 of the Hong Kong International Arbitration Centre (HKIAC) Administered Arbitration Rules requires challenges to be filed within 15 days, meaning the applicant could not rely on matters outside that period. This case reaffirms the high threshold to successfully challenge an arbitrator based on bias or lack of impartiality.

Review of the Arbitration Ordinance (Cap.609) (the Ordinance)

On the legislative front, we can expect reviews of and updates to the Ordinance, the principal legislation that applies to arbitrations seated in Hong Kong. In its 2025 Policy Address, the Hong Kong government announced plans to establish a working group by 2026 to study whether amendments to the Ordinance are necessary. While no official timetable or proposals have been released, we anticipate the working group will look into recent legislative reforms in other leading arbitration jurisdictions and explore ways to align and advance Hong Kong's arbitration framework with evolving global standards. For instance, the recent amendments to the UK Arbitration Act, effective 1 August 2025, and the consultation launched by Singapore's Ministry of Law on its international arbitration regime and the Arbitration Act 1994 may offer valuable insights into potential areas for reforms.

Japan

By Jeffrey P. Richter (Tokyo)

Japan has put in considerable effort over the past few years to position itself as a more prominent player in the global international arbitration landscape. Efforts include enacting domestic legal reforms and policy initiatives designed to make Japan more arbitration friendly for both domestic and foreign parties and practitioners, as well as by hosting events such as Japan International Arbitration Week (the second ever), which took place on 25–29 November 2025, with support from several relevant Japanese organizations, including the Ministry of Justice, the Ministry of Economy, Trade and Industry, the Japan Association of Arbitrators, (JAA and the Japan Commercial Arbitration Association (JCAA).

At the institutional level, in May 2025, Japan's leading arbitration institution, the JCAA, entered into a Memorandum of Understanding (MoU) with its counterpart in Malaysia, the Asian International Arbitration Centre (AIAC, to strengthen and encourage arbitration between Malaysia and Japan. To achieve this goal, the MoU formalizes cooperation between the two institutions on arbitration disputes, including joint training initiatives, knowledge sharing between practitioners, and ministerial-level cooperation initiatives.

Japanese officials also promoted international arbitration at the ASEAN (The Association of Southeast Asian Nations) Law Forum 2025 held in Kuala Lumpur, Malaysia, which, among other topics, addressed the present status and future challenges of international arbitration in ASEAN. During the forum, the Japan state minister of justice joined a panel discussion titled "Promotion of International Commercial Arbitration across ASEAN and Japan: Challenges and Opportunities," during which he emphasized the importance of further strengthening cooperation between ASEAN and Japan, and was invited to witness the adoption of a "Joint Statement by ASEAN Law Ministers on International Commercial Arbitration and Mediation Development," under which ASEAN member states reaffirmed their commitment to promoting international arbitration and mediation as tools for economic development and legal cooperation.

Singapore

By Raja Bose (Singapore), Joseph D. Nayar (Singapore)

This publication is issued by K&L Gates and K&L Gates Straits Law LLC, a Singapore law firm with full Singapore law and representation capacity and to whom any Singapore law queries should be addressed. K&L Gates Straits Law LLC is the Singapore office of K&L Gates, a fully integrated global law firm.

Seventh Edition of SIAC Arbitration Rules

The Singapore International Arbitration Centre (SIAC) has launched the seventh edition of its Arbitration Rules (the 2025 Rules), which came into force on 1 January 2025. The 2025 Rules represent a major update to the sixth edition (the 2016 Rules). We set out below a brief overview of the key amendments introduced in this latest edition, with further detail available in our **International Arbitration Alert** issued on 23 January 2025:

- **Streamlined procedure:** Rule 13 (and Schedule 2) introduces a streamlined procedure for disputes of S$1 million or less, conducted by a sole arbitrator and generally decided on written submissions, without document production or any fact or expert witness evidence, with the final award to be issued within three months of the tribunal's constitution
- **Expedited procedure:** For disputes over S$1 million, the 2025 Rules retain the six-month expedited procedure (Rule 14, Schedule 3), with the upper-value threshold raised from S$6 million to S$10 million (Rule 14.2) and the eligibility criteria expanded from cases of "exceptional urgency" to instances where "the circumstances of the case warrant" its use.
- **Third-party funding:** Under Rule 38, parties must disclose any third-party funding agreement, including the funder's identity and contact details, and tribunals may order disclosure of the funder's interest and any commitment to adverse cost liability (Rule 38.4).

The 2025 Rules represent an important development in the evolution of SIAC arbitration, offering a broader range of options and increased flexibility for both parties and tribunals.

Review of the Singapore International Arbitration Act

In Singapore, international arbitration is regulated by the International Arbitration Act (IAA), which came into force on 1 January 1995. In line with the 30th anniversary of the IAA, the Ministry of Law commissioned the Singapore International Dispute Resolution Academy (SIDRA) to undertake a review of the IAA and examine eight key issues. Following

the publication of SIDRA's report in November 2024, the Ministry of Law invited feedback through a public consultation held from 21 March to 2 May 2025. We set out below some of the key areas currently under review:

- **Cost orders following a successful setting aside of an award:** The IAA currently does not empower courts to order costs of arbitral proceedings where a party succeeds in an application to set aside a tribunal's award. The Ministry of Law is therefore considering amendments to the IAA to empower courts to: (i) order costs following a successful set-aside application; and/or (ii) remit the issue to the arbitral tribunal as an exceptional remedy where all parties consent and it is in the interests of justice.
- **Time limits for setting aside applications:** Applications to set aside an arbitral award must currently be filed within three months of receipt (Article 34(3) Model Law) and cannot be extended, even in cases involving fraud or corruption, or applications under Section 24 of the IAA. The Ministry of Law is therefore considering amending the IAA to allow courts to (i) shorten the three-month time limit, and/or (ii) extend the time limit for applications under Section 24(a) of the IAA where the award may be tainted by fraud or corruption.
- **Right of appeal on points of law:** Currently, except for appeals on jurisdictional rulings (Section 10 IAA) and set-aside applications (Section 24 IAA), the IAA does not provide for judicial review of arbitral awards. By contrast, other jurisdictions such as Hong Kong allow an opt-in appeal on questions of law (Section 99(e) read with Schedule 2, Hong Kong Arbitration Ordinance 2011). The Ministry of Law is therefore considering whether the IAA should be amended to introduce a similar opt-in right of appeal on points of law.

The review of the IAA comes at an opportune time, as jurisdictions such as China, India, and France are also re-examining their arbitration frameworks. It will be interesting to see how the consultation findings influence the formulation of any future amendments to the IAA.

The People's Republic of China (PRC)

New PRC Arbitration Law

The new *PRC Arbitration Law* will come into effect on 1 March 2026 (New Arbitration Law). The New Arbitration Law has been under preparation for several years and represents a comprehensive updating and clarification of the current law, which went into effect in 1995.

In reviewing the New Arbitration Law, it is important to keep in mind that China's arbitration system handles very large numbers of domestic disputes and a much smaller number of foreign-related disputes annually. Some 285 arbitral institutions, most of which function at provincial and municipal levels, manage this caseload. Among those, only a few institutions have experience of administering foreign-related arbitrations.

The New Arbitration Law reflects national imperatives that have come into focus in recent years. It comprises 96 articles covering the arbitral system infrastructure, arbitration agreements, arbitration procedures, revocation of awards, enforcement, and foreign-related arbitration.

The structure and most of the existing law have been retained. Two chapters have been substantially amended: (i) Chapter II: Arbitration Institutions, Arbitrators, and the Arbitration Association, and (ii) Chapter VII: Special Provisions on Foreign-related Arbitration. Elsewhere, amendments have been made to modernize the law. For example, the New Arbitration Law provides for conduct of arbitration online and, separately, for international investment arbitration in accordance with PRC investment treaties and agreements.

New Governance Provisions

The New Arbitration Law focuses on improving governance of China's domestic arbitration environment to provide for stricter control by authorities and ensure appropriate standards are applied nationwide. Among new practical governance provisions, the law provides that institutions shall be nonprofit organizations, that office holders shall have terms of five years, and that operations of institutions should be transparent.

Foreign-Related Developments

Foreign-related provisions have been streamlined in the New Arbitration Law, which supports internationalization of the activities of Chinese arbitral institutions, including establishment of offices outside mainland China, exchanges and cooperation with overseas arbitral institutions, and participation in formulation of arbitration rules. Foreign arbitral institutions, however, should take note that China's emphasis on combating discriminatory measures against PRC companies and citizens is reflected in the new law, which asserts a right to unspecified reciprocal action if overseas institutions engage in what is perceived to be discrimination.

Parties to foreign-related transactions are encouraged to agree to an arbitral institution and seat of arbitration

located in the PRC. The law specifically references China's Special Administrative Regions (SARs), effectively highlighting the role of the Hong Kong SAR.

The New Arbitration Law does not provide specifically for foreign arbitral institutions to administer arbitrations in mainland China, but it provides that overseas arbitration institutions may be approved to establish "business institutions" in China's pilot free-trade zones, the Hainan Free Trade Port, and areas approved by the State Council.

Practical provisions relevant to foreign parties include:

1. Parties can specify the seat of arbitration and, unless agreed otherwise, the jurisdiction of the seat will determine the applicable law and jurisdiction. If the parties fail to mention the seat in the arbitration clause, then the arbitration rules agreed by the parties determine the seat, etc.
2. For the first time, ad hoc arbitration of foreign-related maritime disputes and disputes between entities registered in certain free-trade zones, the Hainan Free Trade Port, and other approved areas is permitted.
3. Arbitral tribunals have inherent power to determine their own jurisdiction, without delegation from an arbitral institution. If a party wishes to challenge the arbitrators' determination of their jurisdiction, it can file directly with the relevant people's court in mainland China.
4. In urgent circumstances, parties can apply to courts directly for asset and evidence preservation, and mandatory or prohibitory orders before the commencement of arbitration. Currently, applications must be made to the arbitration institution for such procedures, which in turn applies to the relevant court.
5. In relation to presentation of evidence in arbitral proceedings, in addition to evidence presented by the parties, a tribunal can collect evidence sua sponte and, when necessary, request third parties to assist.
6. Addressing due process, the New Arbitration Law provides that if a tribunal finds that a party has unilaterally fabricated basic facts in order to apply for arbitration, the tribunal can reject the request for arbitration. Similar provisions apply where parties have used arbitration in bad faith to damage national or public interests or the interests of others.

Conclusion

China's New Arbitration Law addresses key aspects of arbitration with a view to improving overall governance of arbitral institutions, guiding Chinese arbitral institutions' activities outside China and gradually opening up the use of foreign and ad hoc arbitration in mainland China. Further guidance on application of the law is expected from the Supreme People's Court in due course.

AMERICAS

By Leah J. Kates (New York), Thomas A. Warns (New York), Matthew J. Weldon (New York)

United States

SEC Policy Shift on Investor Arbitration

On 17 September 2025, the US Securities and Exchange Commission (the SEC) issued a policy statement (the Policy Statement) announcing the presence of a mandatory arbitration clause in a company's governing documents covering federal securities law claims will not affect the SEC's decision whether to accelerate the effectiveness of the company's registration statement. Certain companies must file a registration statement with the SEC that provides investors with full and fair disclosure of material information before it can publicly offer certain securities, such as stocks or bonds. Previously, if a company's governing documents contained a mandatory arbitration clause, SEC staff would often refuse to accelerate the effectiveness of its registration statement, thereby delaying or complicating the process of going public.

Article 14 of the Securities Act of 1933 (Securities Act) and the Exchange Act of 1934 contained language that had previously been interpreted to prohibit companies from including provisions in their corporate charters that waived certain investor rights, including access to courts. In recent years, however, the Supreme Court has enforced mandatory arbitration agreements that encompass Securities Act claims, at least in contracts between a broker and its customers.

The SEC Policy Statement finds that there is no clear congressional intent in the relevant securities statutes to displace the Federal Arbitration Act (FAA), which favors the enforcement of arbitration agreements, in the context of issuer-investor arbitration provisions. Therefore, under the Policy Statement, arbitration clauses will no longer impede acceleration of

registration statements. Instead, SEC staff will focus on whether the registration statement or amended document adequately discloses the existence and material terms of the arbitration provisions.

This change effectively grants public companies the green light to use mandatory arbitration clauses in their corporate charters to mitigate the risk of lengthy and expensive securities class action lawsuits, while also streamlining the IPO process.

Delaware Law on Mandatory Arbitration Provisions

Effective 30 June 2025, Delaware amended Section 115(c) of its General Corporation Law, which permits a corporation's certificate of incorporation or bylaws to designate a forum or venue for certain types of "intra-corporate affairs" stockholder claims. These claims include those made by stockholders in their capacity as stockholders, relating to the business of the corporation, the conduct of its affairs, or the rights or powers of the corporation or its stockholders, directors, or officers. However, the amendment imposes a limitation, requiring that even if a forum or venue is prescribed, a stockholder must be able to bring such intra-corporate affairs claims in at least one Delaware court with jurisdiction over those claims. Consequently, a corporate charter that mandates all such claims be resolved through arbitration, without the option to bring a judicial claim in a Delaware court, is likely to violate the statute.

It remains unclear whether this amendment also extends to securities law claims under the Securities Act and the Exchange Act of 1934, as these are often characterized as noninternal or external claims. Notably, the chairman of the SEC delivered a speech on 9 October 2025 in which he urged Delaware to change its statute to allow shareholder arbitration. It is also possible that the courts may find that Delaware's statute is preempted by the FAA.

US Supreme Court Rejects "Minimum Contacts" Requirement Under Foreign Sovereign Immunities Act (FSIA) in Action to Enforce an Arbitration Award

Devas Multimedia Private Ltd. (Devas) entered an agreement (the Agreement) with Antrix Corporation Ltd. (Antrix), a corporation wholly owned by the Republic of India. Under the Agreement, Antrix was to build and launch satellites and lease capacity on those satellites to Devas for multimedia broadcasting services in India. This arrangement continued until Antrix, under pressure from government officials, terminated the agreement with Devas pursuant to the contract's force majeure clause, citing India's new satellite allocation policy as preventing the contract's performance.

Pursuant to the arbitration clause in the Agreement, Devas initiated arbitration against Antrix, arguing that Antrix self-induced force majeure and therefore wrongfully breached the Agreement. The tribunal awarded Devas US $562.5 million in damages, plus

interest. Devas successfully confirmed the award in France and the United Kingdom and then looked to confirm the award in the US District Court for the Western District of Washington, citing the Foreign Sovereign Immunities Act's (the FSIA) "arbitration exception" as the basis for federal jurisdiction. See 28 U.S.C. § 1605(a)(6). The District Court agreed and confirmed the award, entering a US$1.29 billion judgment against Antrix.

The Ninth Circuit, however, reversed on appeal, holding that Devas also had to satisfy the "minimum contacts" analysis using the legal standard set out in *International Shoe Co. v. Washington,* 326 U.S. 319 (1945) to establish personal jurisdiction over Antrix. Thus, the Ninth Circuit held that the arbitral award could not be confirmed because, even though a statutory immunity exception applied under FSIA and the foreign defendant has been properly served, the defendant did not have minimum suit-related contact with the United States.

The Supreme Court, however, unanimously reversed the Ninth Circuit's ruling on 5 June 2025, holding that under the FSIA that once an immunity exception applies and service of process is properly made, personal jurisdiction is established automatically. The Supreme Court found there is no statutory requirement in § 1330(b) of the FSIA for independent proof of minimum contacts. *See CC/Devas (Mauritius) Ltd. v. Antrix Corp., 145 S. Ct. 1572 (2025).*

Thus, parties seeking to enforce arbitral awards against foreign sovereigns no longer need to satisfy a separate minimum contacts test so long as the applicable exception is met and service is proper.

AAA-ICDR to Launch AI-Native Arbitrator for Construction Cases

The American Arbitration Association – International Centre for Dispute Resolution (AAA-ICDR) recently announced that starting in November 2025, it is introducing an artificial intelligence (AI) arbitrator for documents-only construction cases, where speed and efficiency are crucial. This AI tool is designed to review filings and supporting documents, deconstruct claims into their component arguments, and generate draft awards based on decades of case data and experience. The AI arbitrator has been trained using actual arbitration reasoning from AAA-ICDR construction cases, with collaboration and input from human arbitrators. Both parties must agree to use the AI arbitrator, otherwise, the case proceeds under traditional AAA arbitration. After the parties submit their claims and evidence, the parties verify that the AI arbitrator has accurately summarized their positions. The AI arbitrator then parses the claims, analyzes the evidence, applies the relevant law, and drafts a proposed report with record citations. Ultimately, a human arbitrator trained by the AAA reviews, finalizes, and issues the award.

Brazil

Arbitration Restriction in Brazilian Insurance Law

In December 2024, Brazil enacted two new laws, No. 14.879/2024 and No. 15.040/2024, marking a significant shift in how parties to insurance and reinsurance contracts decide where and how to resolve disputes.

Previously, the Brazilian Arbitration Act allowed parties to choose the governing law for dispute resolution if they opted for arbitration, provided there was no violation of good customs and public order. Articles 21 and 25 of the Brazilian Code of Civil Procedure (the CCP) excluded Brazilian judicial authorities from ruling on disputes arising from international contracts with exclusive foreign jurisdiction clauses. Under this framework, a contract between a Brazilian insurer or reinsurer and a foreign reinsurer could provide for arbitration outside Brazil.

However, Law No. 14.879/2024, currently in force, and Article 63 of the CCP add complexity to the existing rules. The new laws state that the choice of forum is only valid when there is "pertinence" or a "linkage" with the domicile of the parties or the "place of performance of the obligation" contained in the contract. Additionally, Law No. 15.040/2024, enacted in December 2024 and effective December 2025, raises concerns for insurance contracts specifying arbitration as the dispute-resolution mechanism. Article 129 of the new law permits arbitration for insurance transactions contracted within Brazil, provided that (i) Brazilian law governs the transaction, and (ii) the arbitral award is rendered in Brazil. Furthermore, Article 130 mandates that only Brazilian courts can adjudicate judicial disputes on insurance policies. Thus, even if parties wish to arbitrate in a foreign jurisdiction, or under a foreign legal system, this new framework places limits on that freedom in insurance contracts.

These new laws aim to limit arbitration to ensure that Brazilian law develops known precedents in regulated industries. Parties with arbitration clauses in their insurance or reinsurance contracts that are potentially "pertinent" to Brazil will need to carefully review these clauses to ensure compliance with the new legal framework.

Peru

Fallout Grows From Law Mandating Registration of Arbitrators and Arbitration Centers in Peru

Decree No. 1660 (the Decree), enacted in September 2024, amends the Peruvian Arbitration Law (Decree No. 1071) by introducing a "Fifteenth Complementary Provision." This provision mandates the registration of all arbitration centers and arbitrators in Peru. However, it does not contain qualification requirements or fees. The goal is for the National Registry of Arbitrators and Arbitration Centers (RENACE) to maintain detailed records on arbitrators worldwide, covering their professional training, experience, and integrity, as well as information on arbitration centers. This initiative aims to promote transparency and trust in the arbitration process.

Despite its intentions, leading Peruvian arbitral institutions have criticized the Decree for leading to troubling unintended consequences. The Peruvian Ministry of Justice established only minimal registration requirements, which is reported to have resulted in a dramatic increase in substandard arbitration centers (there are currently hundreds of arbitration centers registered in Peru because of the Decree). This surge has included questionable institutions that are reported to have administered cases without proper arbitration agreements or exhibited bias by appointing dubious emergency arbitrators who employ unlawful measures. Consequently, ICC Peru and other arbitration centers have emphasized the need for a unified and robust national registry of arbitration institutions, with stringent entry requirements, to ensure integrity and fairness in the arbitration process.

On 21 August 2025, Supreme Decree No. 016-2025-JUS introduced RENACE Regulations that have unfortunately done little to quell the concerns over the apparent proliferation of unqualified and substandard arbitration centers.

MIDDLE EAST

United Arab Emirates

By Jennifer Paterson (Dubai)

The United Arab Emirates' Continuing Pro-Arbitration Trajectory

The United Arab Emirates has continued to reinforce itself as an arbitration-friendly jurisdiction with a series of judgments and judicial principles that seek to improve the efficient resolution of disputes in arbitration and remove potential obstacles to enforcement.

Firstly, the Dubai Court of Cassation in Case No. 657 of 2025 has confirmed that, under Article 21 of Federal Law No. 6 of 2018 (the UAE Arbitration Law), arbitral tribunals in UAE-seated arbitrations have the power to order interim or precautionary measures and the exclusive authority to vacate or amend such orders during the arbitration proceedings. Accordingly, the onshore UAE courts do not have jurisdiction to annul an interim anti-suit injunction issued by a tribunal in a UAE-seated arbitration.

Secondly, the Abu Dhabi Global Market (ADGM) Court of First Instance in *A22 and B22 v. C22* [2025] ADGMCFI 0018 has confirmed that the ADGM courts have jurisdiction to issue an anti-suit injunction restraining onshore Abu Dhabi court proceedings where it would be "just and convenient"

to do so, notwithstanding that the seat of the arbitration (assuming the arbitration agreement is found to be valid) is outside the ADGM.

Thirdly, the Committee for the Unification of Federal and Local Judicial Principles—an authority tasked with unifying conflicting judicial principles issued by the supreme courts in the United Arab Emirates—held that the tribunal's signature on the final page of the arbitral award is sufficient and that the absence of the tribunal's signature on prior pages does not constitute a defect that results in the annulment or unenforceability of the award. This is a welcome development that resolves previously contradictory judgments from the onshore UAE courts.

Qatar

By Izzah Arshad (Doha), Guillaume Hess (Doha), Jennifer Paterson (Dubai)

New Arbitration Rules of the Qatar International Center for Conciliation and Arbitration (QICCA)

The QICCA Arbitration Rules 2024 (New Rules), which came into effect on 1 January 2025, contain significant amendments to the previous 2012 QICCA Rules (Old Rules), bringing them in line with other international arbitration institutions. The most significant changes are:

1. **Emergency arbitrator procedures:** The New Rules (Chapter V) allow for the appointment of an emergency arbitrator where a party requires urgent relief. QICCA shall appoint an arbitrator "as soon as practicable" and the emergency arbitrator shall establish the procedural timetable promptly, which proceedings shall be conducted without a hearing unless exceptional circumstances apply.
2. **Expedited procedures:** The New Rules (Chapter IV) introduce an expedited procedure before a sole arbitrator. This procedure applies if the value of the dispute is under one million Qatari riyals (approximately US$275,000 at current exchange rates) (excluding interest and costs) or if the parties expressly agree to the expedited procedures, unless one of the exceptions applies. The deadline for the tribunal to issue the final award is 90 days from receipt of the case file. This period can be extended by the tribunal by 30 days, after which approval of QICCA is required.
3. **Consolidation:** Unlike the Old Rules, the New Rules (Article 10) make provision for the consolidation of arbitrations prior to the constitution of the tribunal.
4. **Joinder of parties:** The New Rules (Article 21) permit QICCA to join a new party to the arbitration before the tribunal is constituted and retain the tribunal's power to join a party after its constitution.
5. **Use of technology:** The New Rules expressly permit virtual hearings (Article 23.2), and the Center has introduced a new e-filing system enabling the electronic submission of the Notice of Arbitration and the Response to the Notice of Arbitration.
6. **Deadline for issuance of final award:** In a significant departure from the previous "best efforts" requirement, the New Rules (Article 22.1) require tribunals to issue the final award within six months from the date of the transmission of the case file to the tribunal, unless otherwise agreed by the parties or extended by the Center.

Interpretation of Arbitration Clauses and Jurisdiction of the Qatar Financial Centre Civil and Commercial Court

The Qatar Financial Centre (QFC) Civil and Commercial Court (QFC Court) is a civil and commercial court in the Qatar International Court and Dispute Resolution Centre (QICDRC), which has jurisdiction, defined by statute, over civil and commercial disputes connected to the QFC, such as transactions taking place in or from the QFC or involving QFC entities.

In two recent judgments from the QFC Court *(D v E [2025] QIC (F) 38*, which was largely adopted in *C v D [2025] QIC (F) 44)*, the QFC Court confirmed that it has jurisdiction over arbitrations seated in Qatar, provided the parties to the arbitration agreement expressly choose the QFC Court as the "Competent Court" (meaning the supervisory court) under Article 1 of Law No. 2 of 2017 Promulgating the Civil and Commercial Arbitration Law (Qatar Arbitration Law). Article 1 of the Qatar Arbitration Law provides that contracting parties may choose either the Civil and Commercial Arbitral Disputes Circuit in the Qatar Court of Appeal or the First Instance Circuit of the QFC Court to be the Competent Court.

In both cases referenced above, the parties agreed to refer disputes to arbitration seated in Qatar and that the QICDRC—rather than the QFC Court—would administer the arbitration proceedings pursuant to its rules. The primary question put to the QFC Court was whether an agreement to confer on the QICDRC the power to administer an arbitration seated in Qatar is sufficient for the QFC Court to accept jurisdiction as the Competent Court under the Qatar Arbitration Law. The QFC Court answered in the affirmative.

In doing so, the QFC Court was required to interpret each arbitration agreement to "give effect to the practical purpose it serves." First, as a preliminary observation, the QFC Court determined that the reference to the QICDRC (which is not a court) should be read as a reference to the QFC Court. Second, the parties' agreement to have the QICDRC administer the arbitration pursuant to its rules should be read to mean that the QFC Court is the "supervising court of the arbitration in a manner of a seat court: that is, the Competent Court under the Qatar Arbitration Law."

Kingdom of Saudi Arabia

By Izzah Arshad (Doha), Guillaume Hess (Doha)

In June 2025, the Saudi Arabian Council of Ministers issued a resolution (Resolution) for the further development of arbitration and alternative dispute resolution in the Kingdom of Saudi Arabia. One of the key initiatives is the review of the current Saudi arbitration law (Royal Decree No. M/34 dated 24/05/1433 AH) (Arbitration Law). On 24 September 2025, the National Competitiveness Center published a draft of the proposed changes to the Arbitration Law. The draft is a significant departure from the current Arbitration Law and seeks to adopt a broader alignment with the UNCITRAL Model Law. However, it is worth noting that the drafters continue to subject the Arbitration Law (including the autonomy of the parties to agree on arbitral procedure, the tribunal's conduct of the proceedings, and the enforceability of the award) to Sharia principles.

The most notable changes in the draft revisions to the Arbitration Law include:

1. The law that governs the arbitration agreement shall be the law chosen by the parties and, in the absence of any choice, the law of the seat shall govern the arbitration agreement;
2. Restrictions on the liability of arbitrators toward parties to cases of fraud or gross professional misconduct; and
3. The introduction of the principle of *kompetenz-kompetenz,* conferring on tribunals in Saudi-seated arbitrations the power to decide on their own jurisdiction, including matters of the existence, validity, and scope of the arbitration agreement.

Another important initiative under the Resolution is the directive to translate and publish selected Saudi court decisions relating to arbitration. Given that there is currently no systematic publication of judgments, the intention is to create a degree of transparency regarding the judiciary's approach toward arbitration matters and to increase consistency in the interpretation of the Arbitration Law.

EUROPE

England and Wales

By Liam Fitt (London), Declan C. Gallivan (London), Peter R. Morton (London)

Successful Appeal Granting an Anti-Suit Injunction Against Foreign Proceedings Brought Under Article V of the New York Convention

In *Star Hydro Power Limited v National Transmission and Despatch Company Limited* [2025] EWCA Civ 928, the Court of Appeal allowed an appeal granting an anti-suit injunction to restrain an attempt to "partially enforce" an award in Pakistan, the effect of which (it held) would have amounted to a challenge to the award itself. The Court of Appeal held that where parties have agreed that London is the seat of an arbitration, the English Courts have exclusive supervisory jurisdiction over challenges to the award. The proceedings in Lahore were, in substance, a pre-emptive challenge to the award's validity and an attempt to nullify its effect. As such, the proceedings were brought in breach of the arbitration agreement and the exclusive supervisory jurisdiction of the English Courts.

The Court of Appeal confirms that an arbitration award must first be invoked in a foreign jurisdiction before its recognition and enforcement may be challenged there. It is not open to parties to use Article V (which sets out the limited grounds upon which recognition and enforcement of an arbitration award may be refused) of the New York Convention as a "sword" to pre-emptively attack arbitration awards. Rather, it must be considered a "shield" against applications for recognition and enforcement.

Leave has recently been granted for National Transmission and Despatch Company Limited, the Pakistani entity claiming to be seeking partial enforcement in Pakistan, to appeal to the UK Supreme Court. We await further updates.

Guidance on the Applicable Test Under Section 69 Arbitration Act 1996 (Appeal on a Point of Law)

In *Aston Martin MENA Limited v Aston Martin Lagonda Limited* [2025] EWHC 2531 (Comm), the High Court confirmed that, once leave has been granted, appeals on a point of law do not require a tribunal's interpretation of the law to be "obviously

wrong." This test only applies at the preliminary stage where leave is sought to bring the appeal. It is otherwise uncalled for in the language of section 69. The substantive appeal itself only requires the appellant to show the arbitral tribunal was "wrong and that the question of law that the appeal identifies should now be given a different answer."

Setting Aside an Arbitration Award Against One Party May Not Affect the Same Award for Other Parties

In *Czech Republic v Diag Human SE* [2025] EWCA Civ 998, the Court of Appeal determined that an arbitration award may still be effective for remaining parties where it is set aside for lack of jurisdiction over one party. In the case, it was held that one of the claimants (Mr. Stava, a former shareholder of the other claimant, Diag Human SE) had a valid award in his favour against the Czech Republic; there was no good ground on which Mr. Stava should be deprived of it merely because the arbitral tribunal had no jurisdiction over the claim by Diag Human SE. The court's decision affirms the principle of minimal interference with arbitration awards, which underlies the Arbitration Act 1996.

The Arbitration Act 2025 Enters Into Force

On 1 August 2025, the Arbitration Act 2025 formally entered into force. Covered more fully later in this edition **here,** its most important changes include: new, express duties of arbitrator disclosure; clarification for determining the governing law of the arbitration agreement; and the power for tribunals to make awards on a summary basis.

Commercial Court Decision Finds ICSID Convention and Energy Charter Treaty (ECT) Arbitration Awards Are Not Assignable

In *Operafund Eco-Invest SICAV Plc v The Kingdom of Spain [2025]* EWHC 2874 (Comm), the High Court rejected an application to substitute the claimants for an assignee in proceedings seeking enforcement of an ICSID award. In doing so, the Court found that there is no rule of customary international law that rights under treaties or conventions such as the ICSID Convention are assignable. The award was rendered in arbitration proceedings under the ECT applying the ICSID Convention. The court maintained that, whilst such awards are unassignable, so that purported assignees cannot become the named claimant, purported assignees may still control the process and ultimately recover sums from the claimants through enforcement of any assignment agreement entered into. The judgment will need to be carefully considered as it carries potentially significant implications for claimants and purported assignees in respect of enforcement of arbitration awards.

UK Supreme Court Confirms Costs Awards to Be in the Currency the Successful Party Paid

In *Process & Industrial Developments Ltd v Nigeria* [2025] UKSC 36, the Supreme Court has confirmed that a costs order should generally be made in the currency that the successful party paid its legal fees. Nigeria's lawyers invoiced and were paid in GBP sterling. Here, Process & Industrial Developments (P&ID) was ordered to pay Nigeria substantial costs of approximately £44 million plus interest. P&ID argued this would overcompensate Nigeria when it converted GBP sterling back into Nigerian naira at today's weaker naira rate compared to the time of when the legal fees were originally paid. The UK Supreme Court rejected this argument and held the general rule is that an order for costs should be made in GBP sterling or in the currency in which the lawyer has billed the client and in which the client has paid or is liable to pay.

The ruling establishes that English courts will not adjust costs orders to account for currency fluctuations or a party's domestic currency, thereby reducing complexity and avoiding satellite disputes. This provides predictability for parties choosing London

as a seat of arbitration and underscores the need for careful planning around billing arrangements and currency exposure in high-value, cross-border disputes.

France

By Rodolphe Ruffié-Farrugia (Perth), Maria Kostytska (Paris)

The most significant arbitration development in France during 2025 was, without a doubt, the proposed major reform of French arbitration law announced in March 2025. A taskforce mandated by Minister of Justice Gérald Darmanin gathering many of France's most preeminent arbitration specialists (including K&L Gates Partner and Paris Bar President-Elect **Louis Degos)** held a series of working sessions between November 2024 and February 2025, expanding on the prior work of Professor Thomas Clay in 2023 at the government's request. On 12 December 2025, the Ministry of Justice triggered the first regulatory step of this ambitious reform by releasing a draft decree for public consultation (until 20 January 2026) that would amend, delete, or create about fifty arbitration-related articles of the French Code of Civil Procedure. Subsequent steps will likely include the enactment of a whole new arbitration statute that will unify provisions currently scattered across various statutory and regulatory instruments. Below are some highlights of the proposed reform, expected to become law at some point in 2026 by decree or next by legislation:

1. **Creation of an Arbitration Code**
   The reform proposes to consolidate scattered arbitration provisions into a single, dedicated code. This aims to enhance coherence and accessibility of French arbitration law while boosting its international attractiveness for practitioners and foreign parties.
2. **Alignment of International and Domestic Regimes**
   Provisions from the international arbitration regime, considered generally more liberal than the domestic ones, will serve as a common base to the new code, absorbing most domestic arbitration rules with few exceptions. This simplification aims to facilitate the understanding of applicable rules and to align French law with global developments.
3. **Establishment of Autonomous Guiding Principles**
   Fundamental principles will be enshrined as pillars under the new code: autonomy of the arbitration agreement, impartiality and independence of arbitrators, prerogative of the arbitral tribunal over its jurisdiction (the principle of "competence-competence"), equality of parties, fairness, confidentiality, and the binding nature of the award.
4. **Changes to Recourse Procedures and Judicial Specialization**
   The project envisages streamlining available recourse against arbitral awards before the Paris Judicial Court (as opposed to the current jurisdictional split with administrative courts) and enhancing the specialization of competent courts for domestic arbitrations. Specific procedures will be created to accelerate proceedings, drawing inspiration from procedures of the Paris Court of Appeal's international commercial chamber.
5. **Increased Flexibility and Adaptation to Economic Actors' Needs**
   The reform contemplates removing the reference to "international commerce" to reflect the broader scope of arbitrable matters under French law and proposes simplifying the formalities of the arbitration agreement, notably:
   - Wider recognition of electronic awards and facilitation of their communication.
   - Removal of any mandatory formality for arbitration clauses.
   - New modalities facilitating signature and receipt of arbitral awards.
6. **Enhanced Protection for Weaker Parties and Expanded Arbitration Scope**
   New rules provide stricter protection for employees, consumers, and financially weaker parties. Increased safeguards include provisions to address insolvency of a party and prohibition of pre-emptive waivers of certain recourse.
7. **Improved Efficiency in Procedure and Enforcement of Awards**
   The reform will facilitate the consolidation of arbitral proceedings, imposition of penalty orders, concentration of evidence, and procedural fairness. It also proposes to lift the suspensive effect of appeals in domestic annulment cases and to clarify the recognition and enforcement processes.
8. **Promotion and Training**
   These measures aim to increase transparency in arbitrator appointments, to support judge training, and to enhance the prestige of French arbitration law, strengthening Paris's position as a global arbitration hub.

WORLD INVESTMENT ARBITRATION UPDATE

By Liam Fitt (London), Rodolphe Ruffie-Farrugia (Perth)

In each edition of Arbitration World, members of our International Arbitration practice provide updates concerning significant news items involving international investment law and investor-state dispute settlement (ISDS) from around the world. For this edition, we begin with evolving climate-change norms before considering ISDS reform and regional points of interest.

CLIMATE CHANGE AND ISDS PRACTICE

Globally, national and supra-national climate-change policies continue to fluctuate between commercial priorities and climate goals. Against this backdrop, the International Court of Justice (ICJ) has recently issued its **unanimous advisory opinion** on the obligations of states in respect of climate change (the Advisory Opinion). It is highly likely that the conclusions reached by the ICJ will have a material impact on ISDS for the foreseeable future.

International obligations for the reduction or prevention of adverse climate change arise under both treaties and customary international law. Now, the Advisory Opinion informs interested states as to, inter alia, the determination of a state's responsibility and the legal consequences it may suffer for the commission of internationally wrongful acts in breaching obligations to protect the climate system, including breaches of treaty obligations, such as the obligation of a state to prepare, communicate, and implement Nationally Determined Contributions (NDCs) under Article 4 of the Paris Agreement, to breaches of obligations under customary international law, such as the failure of the state to regulate greenhouse gas emissions under its duty to exercise due diligence to prevent significant harm.

Most notably, states must now be aware of the actions of private actors under their jurisdiction. The Advisory Opinion makes clear that a failure to exercise appropriate regulatory due diligence itself constitutes an internationally wrongful act. The interaction between these developing international norms as typified in the Advisory Opinion and established norms of investment treaty protection has yet to be settled in practice. Given the traditional protections afforded to foreign investors, it is unclear how states (or their investors) will respond. The obligation of states to protect foreign investments now clashes with their right to regulate to protect the climate system. The Advisory Opinion may well prompt foreign investors to consider claims against states for breaches of investment treaties for the failure to provide a stable and predictable legal framework in relation to climate action and measures. ISDS tribunals are likely to be a key forum in which disputes related to investment treaty claims and the breach of climate obligations will be considered.

COMPETING REGIONAL PERSPECTIVES ON THE REFORMS OF ISDS

On 10 September 2025, the European Parliament and European Council of the European Union issued Decision (EU) 2025/1904 approving the Agreement on the interpretation and application of the Energy Charter Treaty, an inter se agreement among all but one of the EU member states affirming that the Energy Charter Treaty (ECT) "could not in the past and cannot now in the future serve as the legal basis for [intra-EU] arbitration proceedings." Notably, Hungary adopted a separate declaration, to the effect that any declaration validly made must be in accordance with the Vienna Convention on the Law of Treaties. Recently, the European Commission referred Hungary to the Court of Justice of the European Union (CJEU) for allegedly contradicting its position. Meanwhile, the German Federal Court of Justice (BGH) has refused to enforce a cost award in favour of the Czech Republic issued in an intra-EU investment arbitration. In its judgment, the BGH makes clear that recent developments in EU law prevent not only the enforcement of an arbitral decision on the merits, but also the enforcement of a cost award.

For investors, this is a reminder of the potential risks of pursuing intra-EU arbitration, particularly where recognition and enforcement of a resulting arbitral award would be sought in the European Union. It remains the case, however, that awards rendered by such tribunals still appear widely enforceable outside of EU member states' jurisdictions.

REGIONAL DEVELOPMENTS OF NOTE IN ISDS PRACTICE

In the **United Kingdom**, the first ICSID case was launched against the government in response to loss of planning permission for a new deep-cut coal mine in Cumbria, Northwest England. The claim has been instituted by Singaporean investors under the 1975

UK-Singaporean Bilateral Investment Treaty (BIT). It is significant as an indication of the inevitable rise of ISDS as climate goals clash with commercial priorities and inadequate planning procedures. It is also a reminder of the availability of ISDS against developed nations.

In **Pakistan**, a British investor and owner of an independent power producer has launched ISDS proceedings against the state-owned operator of Pakistan's electricity grid. In one of a growing number of such cases, the investor alleges discriminatory behavior by the state entity including, inter alia, forced tariff reductions despite contractually agreed terms.

In **Poland**, Huawei has recently threatened to bring a claim under the 1988 China-Poland BIT or the Energy Charter Treaty in response to proposed national-security laws. These laws, if passed, would restrict the ability of companies deemed "high-risk" from participating in certain strategic industry rollouts, most notably 5G. This mirrors a claim Huawei is pursuing against Sweden for exclusion from its 5G network, and another previously considered against the United Kingdom.

In the **United States**, the Supreme Court has requested the opinion of US Solicitor General D. John Sauer on an appeal by Spain against enforcement of intra-EU ECT arbitral awards. The opinion remains highly anticipated with further updates awaited.

VIEW OUR ALERTS

NEW UK ARBITRATION ACT 2025: POTENTIAL IMPACT ON INSURANCE CONTRACTS

Publish Date: 30 September 2025

By: Sarah Turpin, Ian Meredith, Peter R. Morton (London)

In this alert, we reported on the changes brought about by the Arbitration Act 2025 (the Act) which applies to arbitration proceedings commenced on or after 1 August 2025 . The aim of the Act is to supplement the existing framework, enshrined in the Arbitration Act 1996, by making various changes intended to ensure that the United Kingdom continues to be a leading destination for domestic and international commercial arbitrations. We consider the changes in the insurance context, including important changes likely to impact policyholders involved in insurance coverage disputes arbitrated in England, Wales, or Northern Ireland.

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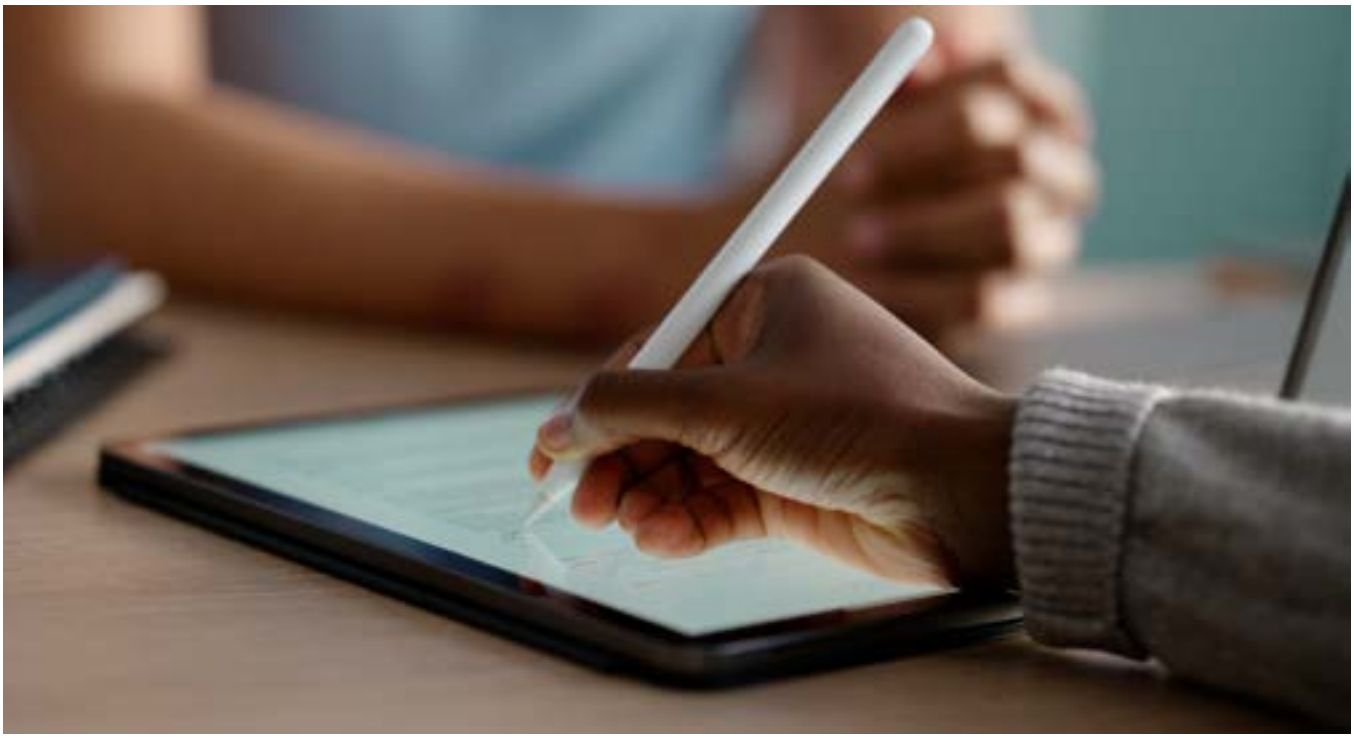

DUBAI COURT OF CASSATION HOLDS CLAUSE PROVIDING FOR COURT PROVISIONAL MEASURES NOT A WAIVER OF ARBITRATION AGREEMENT

Publish Date: 18 February 2025

By Jennifer Paterson, Mohammad Rwashdeh, Jonathan H. Sutcliffe (Dubai)

In this alert, we discussed a decision of the Dubai Court of Cassation holding that an arbitration agreement permitting the parties to seek provisional court measures does not constitute a waiver of the agreement to arbitrate under UAE law, and emphasizing the importance of relying on the original text of the arbitration agreement to determine the parties' intent, rather than what may be an inaccurate translation.

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THE UAE CONFIRMS THERE IS NO REQUIREMENT TO SIGN EVERY PAGE OF THE ARBITRAL AWARD

Publish Date: 2 September 2025

By Jennifer Paterson, Mohammad Rwashdeh, Jonathan H. Sutcliffe (Dubai)

In this alert, we discussed how the UAE's Committee for the Unification of Federal and Local Judicial Principles ruled that an arbitral tribunal's signature on the final page of an award is sufficient for enforcement, resolving prior conflicting judgments and reinforcing the UAE's arbitration-friendly stance.

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7TH EDITION OF THE SIAC RULES: DEFINING THE FUTURE OF SIAC ARBITRATION

Publish Date: 23 January 2025

By Raja Bose, Joseph D. Nayar (Singapore)

In this alert, we reported on the launch by the Singapore International Arbitration Centre (SIAC) of the 7th Edition of its Arbitration Rules (the 2025 Rules), which took effect on 1 January 2025. The 2025 Rules represent a major update of the 6th Edition (the 2016 Rules) and were developed following a consultation process with various stakeholders. This updated framework introduced a substantial number of new provisions—expanding from 41 to 65 rules—and includes redrafted provisions aimed at enhancing clarity and better aligning with the procedural flow of a typical arbitration.

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ARBITRATION AND AI: FROM DATA PROCESSING TO DEEPFAKES. OUTLINING THE POTENTIAL—AND PITFALLS—OF AI IN ARBITRATION

Publish Date: 27 October 2025

By Matthew R. M. Walker, Jack B. Salter (London)

In this alert, first presented at the 11th International Society of Construction Law Conference in Seoul on 22-24 October 2025, we looked at how international arbitration might harness AI to enhance, economise, and expedite proceedings while avoiding the potential pitfalls.

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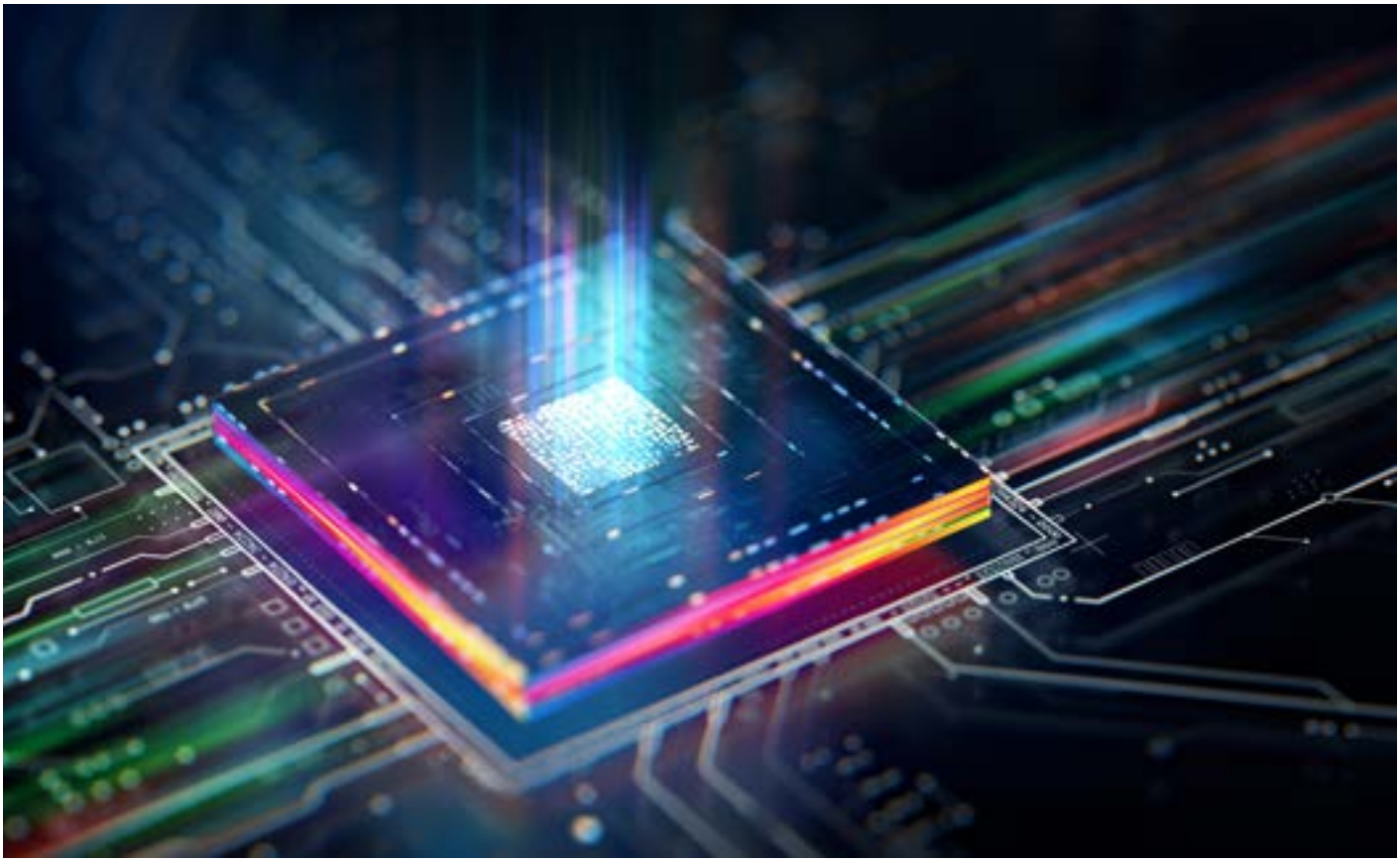

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