

# Procedural steps in a DIAC arbitration (2022 Rules)

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A guide to running an arbitration under the Dubai International Arbitration Centre (DIAC) Arbitration Rules 2022, from preliminary steps to post-award.

## Scope of this note

The Dubai International Arbitration Centre (DIAC) is an arbitral institution with its headquarters in Dubai, United Arab Emirates (UAE). This note sets out the typical steps in an arbitration under the DIAC Arbitration Rules 2022, from preliminary steps to post-award. It provides links to relevant rules, guidance issued by the DIAC, as well as practical insights.

The [DIAC Arbitration Rules 2022](#) came into force on 21 March 2022 and apply to all DIAC arbitrations commenced after that date.

All references in this practice note to the DIAC Rules are to the DIAC Arbitration Rules 2022, unless otherwise stated.

For a comparison of the leading institutional arbitration rules in the Middle East including DIAC, see Quick Compare Chart, Key Provisions of the Leading Institutional Arbitration Rules in the Middle East (available to PL Dynamic subscribers).

## DIAC: Introduction

DIAC was established in 1994 under the name Commercial Conciliation and Arbitration Centre as part of the Dubai Chamber of Commerce and Industry, which is now the Dubai Chambers (comprising the Dubai Chamber of Commerce, Dubai International Chamber and Dubai Chamber of Digital Economy). In 2004, the Commercial Conciliation and Arbitration Centre was renamed as the Dubai International Arbitration Centre and reconstituted as an independent arbitration centre by Decree No. (10) of 2004 Establishing the Dubai International Arbitration Centre. Under this decree, DIAC became a non-governmental non-profit organisation with legal personality, financial and administrative autonomy and the legal capacity

required to undertake the acts and dispositions that ensure the achievement of its objectives (see [DIAC: About DIAC](#)).

Decree No. (34) of 2021 Concerning the Dubai International Arbitration Centre came into force on 20 September 2021 (2021 Decree), restructuring DIAC to enhance its role in arbitration and alternative dispute resolution services. The 2021 Decree also abolished the Emirates Maritime Arbitration Centre and the Dubai International Financial Centre (DIFC) Arbitration Institute, which effectively abolished the DIFC-LCIA Arbitration Centre (*article 4, 2021 Decree*), which was previously responsible for administering arbitrations under the DIFC-LCIA Arbitration Rules, thereby consolidating institutional arbitration under DIAC as the sole arbitration centre in the Emirate of Dubai (see [Legal update, Dubai issues decree to consolidate Dubai's main arbitral institutions into one new institution](#)).

Under the 2021 Decree, any arbitration agreements concluded by the date of its entry into force that involve the abolished arbitration centres remain valid, with DIAC stepping in as an administering institution to handle and determine such disputes, unless the parties have agreed otherwise (*article 6(a), 2021 Decree*).

The 2021 Decree also stated that the existing rules from the abolished centres and DIAC, including those from Decree No. (11) of 2007 Approving the Arbitration Rules of DIAC, will remain in force until the DIAC Board of Directors approves new arbitration rules (which DIAC did in 2022), provided they do not conflict with this Decree and its attached Statute (DIAC Statute) (*article 8(c), 2021 Decree*).

This continuity under article 8(c), coupled with the mandate in article 6(a) for DIAC to assume administration of disputes arising from agreements involving the abolished centres, prompted significant debate over party autonomy

in international arbitration. The US District Court for the Eastern District of Louisiana (in *Baker Hughes Saudi Arabia Co. Ltd. v. Dynamic Indus. Inc.*, No. 2:23-cv-01396-GGG-KWR) and the Singapore High Court (in *DFL v DFM* [2024] SGHC 71) have ruled that changing the arbitration forum from DIFC-LCIA to DIAC infringed on party autonomy unless both parties have expressly agreed to the new institution. Conversely, the United Arab Emirates (UAE) courts, including the Abu Dhabi Court of Appeal (in *Vaned Engineering GmbH v Reem Hospital*, Case No. 1046/2023) and the DIFC Court of First Instance (*Nacisco v Nash*, *ARB 009/2024*), have upheld the provisions of the 2021 Decree, asserting that the arbitration agreements remain valid under the DIAC's administration (for a discussion of these issues, see [Article, Dubai International Arbitration Centre: two years of transformation under review](#)).

Article 6(b) of the 2021 Decree further addresses continuity by allowing tribunals formed before the 2021 Decree's effective date at the abolished centres and at DIAC to continue handling pending cases under their original rules, with DIAC overseeing proceedings unless the parties agree otherwise.

DIAC headquarters are in Dubai, UAE. Currently, DIAC maintains a branch in DIFC but does not have other international branch offices, instead operating globally through its Dubai headquarters. Article 2 of the 2021 Decree empowers the Board of Directors of DIAC (BoD) to establish branches and offices both within and outside the Emirate of Dubai.

### Organisational structure

Based on the DIAC Statute, its organisational structure consists of three organisational levels: the board of directors; the arbitration court; and the administrative body.

#### Board of directors

The BoD includes up to nine members, including the chairman and vice chairman. A director's term is four years, renewable for a similar period. Members of the BoD are appointed by a resolution of the Ruler (*articles 6(a) & 7(a), DIAC Statute*).

The BoD undertakes general supervision of DIAC, including approving policies and strategic plans, overseeing arbitration rules and bylaws, providing financial oversight, appointing the executive director, setting fees, forming advisory committees, and ensuring the overall governance and effective functioning of DIAC. The BoD also holds authority to delegate certain powers to the arbitration court (*article 8, DIAC Statute*).

The BoD also has power to establish advisory committees to assist in fulfilling its duties and achieving its objectives (*article 8(13), DIAC Statute*). In 2023, the BoD established the Advisory Committee, of nine members, to provide support and expert insights on the institution's strategy and initiatives and to promote its activities (see [DIAC: Annual Report 2023](#) (2023 Report) at 10).

The BoD is also empowered to form sub-committees, either temporary or permanent, as needed (*article 13, DIAC Statute*).

#### Arbitration court

The arbitration court within DIAC (Arbitration Court) is comprised of a president, vice president and other members, totalling no more than 13 members. The members must have certain experience and are appointed by a resolution of the BoD. The term of membership is four years, which is non-renewable (*article 10, DIAC Statute*).

Article 11 of the DIAC Statute lists the functions of the Arbitration Court, which include general supervision of the ADR methods (which as defined under the DIAC statute includes any type of arbitration) offered by DIAC, ensuring their proper, timely and efficient use. Specific duties of the Arbitration Court include supervising the implementation of the DIAC Statute, arbitration and conciliation rules, bylaws regulating ADR methods and any other arbitration rules agreed upon by the parties, including the UNCITRAL rules.

The Arbitration Court also proposes, in coordination with the executive director of DIAC, policies on arbitration, conciliation and ADR methods, as well as plans for training and qualifying arbitrators and mediators. These proposals are submitted to the BoD for approval. The Arbitration Court is responsible for proposing amendments to the DIAC Statute, arbitration and conciliation rules and bylaws regulating ADR methods to align with international practices.

Further duties include approving applications to register on DIAC's roster of arbitrators, appointing arbitral tribunals and conciliation panels, determining requests for recusal, removal, or reconsideration of arbitrators and conciliators and supervising the review of draft arbitral awards to ensure their validity and enforceability. The Arbitration Court also oversees emergency arbitration before proceedings begin and proposes fees for arbitrators, conciliators and services related to ADR methods.

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Furthermore, the Arbitration Court is tasked with determining fees for arbitration and other services, proposing bylaws for DIAC membership and registration on lists of arbitrators, conciliators and experts and considering applications for membership. The Court also proposes codes of conduct for arbitrators, conciliators and experts and assists the BoD in matters referred to it.

The Arbitration Court participates in DIAC's symposia, lectures and training workshops, prepares performance reports for the BoD, proposes remuneration for its members and exercises any other powers delegated to it under the DIAC bylaws or by the BoD.

### Administrative body

The administrative body of DIAC is headed by its executive director, who undertakes the management of DIAC and supervises its day-to-day operations, implements strategic plans, oversees budget, staffing, reporting and supervises the administrative body. This role also involves proposing policies, bylaws and organisational structures for BoD approval and facilitating collaboration with arbitration centers. The executive director participates in BoD and Arbitration Court meetings, contributing to discussions without the right to vote on decisions (*article 15, DIAC Statute*).

Under the executive director's supervision, DIAC's administrative body supports arbitration processes. It handles administrative tasks, records management and logistics, updates lists of arbitrators and experts, maintains the DIAC website and organises relevant events. The administrative body also ensures compliance with DIAC rules and supports continuous improvements in dispute resolution methods (*article 16, DIAC Statute*).

The administrative body includes a management team composed of the executive director and the registrar, supported by the secretariat and operations team, and is responsible for the overall Centre operations and the day-to-day administration of all disputes referred to DIAC.

For an overview of other leading arbitration institutions and their rules, see [Practice note, Major international commercial arbitration rules: comparison and key features](#).

## DIAC arbitration

The DIAC Rules provide that all arbitrations are administered by DIAC in accordance with its rules and internal policies (*article 40.3, DIAC Rules*). While

the DIAC Rules grant DIAC broad oversight, any matters related to DIAC's powers and duties that are not explicitly covered in the DIAC Rules are resolved by the Arbitration Court (*article 40.1, DIAC Rules*). Decisions made by the Arbitration Court on these matters are final and generally do not include reasoning, except where a challenge to an arbitrator's appointment is upheld (*article 40.2, DIAC Rules*).

DIAC's dispute resolution capabilities span a range of sectors, including real estate, engineering and construction, corporate and commercial, finance and investments, logistics, energy and oil and gas (see [DIAC: About DIAC](#)).

The construction and real estate sectors dominated DIAC's caseload for 2023, accounting for nearly 60% of all arbitrations. The leading cases within these sectors were tied to commercial and residential construction, followed by real estate development. The banking and finance sector formed a substantial segment, accounting for about 10% of DIAC's 2023 caseload. Outside of construction, real estate and banking and finance, approximately 30% of DIAC's 2023 caseload involved various other industries, including manufacturing and industrial (6%) and professional services (4%).

DIAC has had over 5,000 registered cases with an average annual case value of AED5.5 billion (see [DIAC: Homepage](#)). DIAC saw strong performance in 2023, with a total of 355 cases registered, marking a 4.4% increase from 340 cases in 2022. These comprised 323 administered arbitrations (an 11% increase from 292 in 2022), with one administered mediation and 31 appointing authority case (see [Legal update, DIAC publishes 2023 caseload statistics](#)).

### DIAC Rules

The current DIAC Rules were approved by the BoD on 25 February 2022 and came into force on 21 March 2022. The DIAC Rules apply to any arbitration request submitted to DIAC after 21 March 2022, regardless of when the arbitration agreement was entered into, unless the parties agree otherwise (*article 2.3, DIAC Rules*). If the parties have agreed to refer their existing dispute to DIAC or the Dubai Chamber of Commerce and Industry, they are deemed to have consented to the application of the DIAC Rules (*article 2.1, DIAC Rules*).

Previously, the DIAC arbitration rules issued on 7 May 2007 governed arbitration cases submitted after that date. These rules replaced the earlier 1994 Rules of Commercial Conciliation and Arbitration

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of the Dubai Chamber of Commerce and Industry, which were in effect from 1994 until 7 May 2007 (*DIAC Arbitration Rules 2007, Preamble*).

The DIAC Rules contain several modern provisions that reflect best practice, see DIAC arbitration: key features.

### DIAC guidance

DIAC's annual reports provide useful information about DIAC, its current and future strategies, a synopsis of its caseload and initiatives regarding sustainability, inclusion, diversity and technology investment.

DIAC's [Annual Report 2023](#) (2023 Report) offers a more detailed and comprehensive overview than previous reports, including additional information and valuable statistics that shed light on DIAC's growth and strategic initiatives. The 2023 Report addresses DIAC's performance, caseload growth, sector and industry distribution, contract types and sector and industry of contract, party origins, amount of relief sought, diversity, arbitrator appointments and nationalities, seats and applicable law and international reach and so on. It also highlights strategic initiatives, such as establishing an advisory committee to provide guidance on enhancing arbitration practices.

In 2023, DIAC achieved notable progress in diversity, reaching nearly 50% female representation in tribunal appointments, with arbitrators appointed from 29 countries and parties from 49 countries engaging with DIAC's services, reflecting its broadening international reach. These changes align with DIAC's strategic reforms that commenced in 2021, aimed at enhancing Dubai's status as a global destination for dispute resolution.

### DIAC arbitration: key features

- **Multiparty.** The DIAC Rules address both the consolidation of arbitrations and the joinder of additional parties to an existing arbitration (see Multiple parties, multiple contracts and consolidation).
- **Online filing and virtual hearings.** The DIAC Rules embrace electronic filing and explicitly accommodate virtual hearings, as well as virtual witness testimony and examinations (see Hearings).
- **Confidentiality.** Parties, tribunal members and independent experts appointed by

the tribunal, who are required to sign a confidentiality undertaking, must keep confidential all non-public awards, orders, arbitration materials and documents produced by other parties (see Confidentiality).

- **Third-party funding.** The DIAC Rules allow for third-party funding in arbitration and parties must promptly disclose these arrangements (see Third-party funding).
- **Expedited arbitration and emergency arbitrator.** The DIAC Rules provide for an expedited arbitration procedure and for the appointment of an emergency arbitrator before the tribunal is constituted, including on an *ex parte* basis in some circumstances (see Expedited procedure and Emergency arbitrator).
- **Constitution of tribunal.** Where the parties have not agreed on the number of arbitrators, the default number of arbitrators will be one. The DIAC Rules also offer a unique alternative process for the appointment of a sole arbitrator and chairperson, see Alternative appointment process.
- **Seat.** Absent an agreement on the seat, and location or venue of the arbitration, the "initial seat of the arbitration" is the DIFC (see Seat of arbitration).
- **Timelines regarding the rendering of awards.** The timeline for issuance of a final award is provided for both expedited proceedings and standard proceedings (see Expedited procedure and Award).
- **Institution's fee structure.** Appendix I of the DIAC Rules specifies the arbitration costs, with the tribunal's fees and DIAC's administrative fees structured according to the total amount in dispute, including claims, counterclaims and set-offs, and divided into tranches as specified in the DIAC Table of Fees and Costs 2025 (see Costs).
- **Scrutiny of awards.** The Arbitration Court has a scrutiny process with respect to awards to ensure the final draft of the award adheres to the required formalities of the DIAC Rules (see Award).



### Preliminary steps: claimant

Before commencing an arbitration, or responding to a request for arbitration, there are several preliminary steps that you should perform.

For general guidance on the legal and practical considerations prior to commencing arbitration, see [Checklist, Commencing international arbitration: key considerations](#).

### Check arbitration clause: claimant

Locate the relevant arbitration clause in the contract and check its provisions. If the contract contains the recommended DIAC arbitration clause (see [DIAC Model Arbitration Clause](#)), then it is likely to be broad enough in scope to encompass most claims and disputes arising in relation to the contract, including non-contractual claims.

Check for any bespoke amendments to the clause, which may affect matters such as the kinds of dispute that can be referred to arbitration or the standard procedure under the DIAC Rules, including rights of challenge to awards, the number of arbitrators and their appointment mechanism, or the governing law of the contract. Similarly, if the arbitration clause is not in the recommended form or that of any recognized institution operating in the same jurisdiction of the arbitration seat, jurisdictional challenges may be more likely. You must also consider whether your claims fall within the scope of the clause.

### Check limitation: claimant

You also need to check that the claims that you wish to refer to arbitration are not time-barred. There are two types of time-bar:

- **Contractual time-bar.** This is where the contract provides that claims must be brought within a specified period of time, or they will be barred.

Often, arbitration agreements, or the underlying contracts, contain clauses setting specific time frames within which arbitration must be commenced. These time limits are binding on the parties unless they are expressly waived or modified by mutual agreement.

- **Statutory time bar.** When DIFC is the seat of the arbitration, laws potentially relevant to the limitation periods include:
  - DIFC Court Law ([DIFC Law No. \(10\) of 2004](#), as amended by [DIFC Law No. \(20\) of 2022](#)). Where neither the arbitration agreement nor the contract specifies a time limit, the DIFC

Court Law may govern the timeline. Under this law, claims generally must be filed within a six-year limitation period for contractual disputes, starting from the date when the cause of action first arose ([article 38, DIFC Court Law](#)), though certain claims may be subject to different limitation periods depending on their nature;

- DIFC Contract Law ([DIFC Law No. \(6\) of 2004](#), as amended by [DIFC Law No. \(2\) of 2022](#)). A breach of contract claim under DIFC Contract Law must be filed within six years from the breach or, in cases of fraud, when the fraud is discovered. Parties may shorten this period to at least one year in their agreement but cannot extend it ([article 123, DIFC Contract Law](#)).

If the UAE mainland is the arbitration seat, as is often selected when the parties' primary place of business is also in the UAE mainland, it is important to note that various laws establish specific timeframes related for different types of disputes. These timeframes vary depending on factors such as the type of contract, the nature of the dispute, the status of the party involved and the legal basis of the dispute. For example:

- Article 92 of the [Commercial Transactions Law, Federal Decree by Law No. \(50\) of 2022](#) (Commercial Code) specifies that claims between merchants relating to their commercial business are subject to a five year limitation period, starting from the date the obligation becomes due, unless a shorter period is provided under the Commercial Code;
- Article 298 of [Federal Law No. \(5\) of 1985 concerning Civil Transactions](#), as amended by Federal Law No. (1) of 1987 (Civil Code), provides that a claim arising out of a harmful act (that is, a tort) is time-barred after the lapse of three years from the date on which the injured party became aware of both the occurrence of the harm (or injury) and the identity of the responsible party.
- For further information on limitation periods in the UAE, see [Practice Note, Limitation Periods: Overview \(UAE\)](#).

When a limitation period is approaching its expiration, it is essential to commence arbitration without delay to prevent your claim from being time-barred under applicable legislation. According to article 4.6 of the DIAC Rules, the arbitration is deemed to have commenced on the date DIAC receives the "Complete Request." To ensure your Request is considered complete, it must fully comply with articles 4.1, 4.3 and 4.4 of the DIAC Rules (see [Commencing the arbitration](#)).

### Urgent interim measures: claimant

Consider whether you need to protect your position by applying for interim measures (for further information, see [Practice note, Interim, provisional and conservatory measures in international arbitration](#) and [Checklist, Commencing international arbitration: key considerations: Urgent relief and interim measures](#)). In certain cases, it may be futile to commence arbitration proceedings if, for example, certain assets of the proposed defendant cannot be secured in advance. If so, investigate and make the appropriate application promptly.

Appendix II to the DIAC Rules set out a framework for “exceptional procedures”, which include provisions on interim measures and allows for parties to apply to the courts, the tribunal and an emergency arbitrator for such measures.

### Court powers

A request for interim measures addressed by any party to a judicial authority, or a request to a judicial authority to enforce an interim measure or a preliminary order issued by the tribunal, will not be deemed incompatible with the arbitration agreement, or as a waiver of that agreement (*article 1.13, Appendix II*). Where the procedural law is the UAE Federal Arbitration Law, the president of the “Court” (defined as the federal or local court of appeal agreed by all parties or the court with jurisdiction over the area where the arbitration is carried out (*article 1, Federal Arbitration Law*)) can order, on request by a party or the arbitral tribunal, any interim or precautionary measures deemed necessary for ongoing or future arbitration proceedings, either before or during the arbitral proceedings (*article 18(2), Federal Arbitration Law*). This allows for court intervention at any stage, including before formally commencing the arbitration.

Where the procedural law is the DIFC Arbitration Law, a party can apply to any competent court of any state or jurisdiction, including the DIFC Court where applicable (*schedule 1(C), DIFC Arbitration Law*). Article 15 of the DIFC Arbitration Law provides that it is compatible with an arbitration agreement for a party to seek an interim measure of protection from a court either before or during arbitral proceedings and for the court to grant relief.

Also, article 24(3) of the DIFC Arbitration Law grants the DIFC Court (as the court of the DIFC, as established by Dubai law (*schedule 1(C), DIFC Arbitration Law*)) the same authority to issue interim measures for arbitration proceedings as it has for court proceedings, regardless of whether the arbitration is seated in the DIFC. The DIFC

Court exercises this power in line with its own procedural rules.

### Tribunal and emergency arbitrator powers

The tribunal may order interim measures on terms that it considers appropriate and issue a preliminary order in support of these measures (*article 1.1, Appendix II, DIAC Rules*). Any preliminary order issued is binding on the parties (*article 1.14, Appendix II, DIAC Rules*).

The DIAC Rules provide a non-exhaustive list of interim measures that align with both the Federal Arbitration Law and DIFC Arbitration Law (*article 1.2, Appendix II, DIAC Rules*).

The tribunal may require the party applying for an interim measure to provide appropriate security to discourage unwarranted requests (*article 1.9, Appendix II, DIAC Rules*).

Before a tribunal is formed, a party can seek emergency interim relief from DIAC, possibly without notifying the other party (that is, on an *ex parte* basis) if it risks the relief’s efficacy (*articles 2.1 and 2.2, Appendix II, DIAC Rules*).

If the Arbitration Court is satisfied that emergency interim relief is justified, DIAC will appoint an emergency arbitrator within one day of receipt of the application (*article 2.5, Appendix II, DIAC Rules*).

Parties can challenge the EA within two business days of being notified. The Arbitration Court will decide on the challenge within two business days (*article 2.8, Appendix II, DIAC Rules*).

The EA must establish a timetable within two business days of receiving the case file.

The EA may order emergency interim relief under article 1 of Appendix II, along with any supporting preliminary order (*article 2.10, Appendix II, DIAC Rules*).

For further information, see [Emergency arbitrator](#).

### Prepare your case: claimant

It is never too early to start preparing your case. Preparing the legal and factual aspects of the case will usually include:

- Locating and preserving any relevant documents, including electronic documents.
- Identifying the documents on which you wish to rely in support of your claim.
- Identifying documents that may be privileged (which mostly applies if the governing law or seat of arbitration (*lex arbitri*) is of a common law nature).

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- Taking statements from relevant witnesses.
- Identifying and retaining an expert if necessary.
- Preparing costs estimates for your client.
- Identifying the law that governs the dispute, obtaining advice from foreign lawyers if necessary.
- In light of these considerations, and any criteria required by your arbitration agreement, consider potential candidates for appointment as arbitrator, and where appropriate (and permitted), interviewing your preferred arbitrator to determine the absence of a conflict of interest or bias.

For further information, see [Commencing international arbitration: key considerations: checklist: Nature of dispute](#).

### Preliminary steps: respondent

There are preliminary steps you should perform before responding to a Request for Arbitration. Consider the following:

#### Check the clause: respondent

The most important preliminary task for the respondent is to check the arbitration agreement relied upon by the claimant or claimants and decide whether the disputes that have arisen fall within its scope. Although you cannot take a final view until the claimant has served its Request for Arbitration (see Claimant: serving the Request), you are likely to have a good idea of whether the disputes that have arisen fall within the scope of the arbitration clause and, therefore, whether there may be any basis for challenging the jurisdiction of the tribunal. If so, you will need to decide whether and how to advance a challenge. For further details, see [Practice note, Jurisdictional issues in international arbitration](#).

#### Check for a counterclaim or cross-claim: respondent

Identify any potential counterclaim against the claimant or cross-claim against any other respondent. Assess whether it falls within the scope of the arbitration clause.

A non-refundable registration fee, currently USD3,000 (previously AED5,000) must accompany any counterclaim application. This fee is set by article 1 of Appendix I of the DIAC Rules. For more information, see [DIAC: Fees, costs, and payment process](#) and Costs.

If the respondent submits a counterclaim together with the answer, the counterclaim must include a brief description of the dispute, a preliminary

statement of relief sought, and an estimate of the amount counterclaimed (*article 5.4, DIAC Rules*). In this scenario, the respondent must also pay the applicable non-refundable registration fee, as required by article 1.1 of Appendix I, within seven days of submission. DIAC will not register the counterclaim if the registration fee is not paid within this period (*article 5.5, DIAC Rules*).

If the respondent seeks to submit a counterclaim after submitting the answer, article 5.4 allows this if the tribunal finds any delay justified in light of relevant circumstances. This submission is also subject to a seven-day timeframe for payment of the registration fee from the date of the counterclaim's submission, as required by article 5.5.

#### Limitation: respondent

Take a view on whether the claims against you are time-barred. Limitation can be raised as a defence in the arbitration. You should also check whether any counterclaim or cross-claim that you wish to assert is time-barred. See also Check limitation: claimant.

#### Interim measures: respondent

Under articles 1 and 2 of Appendix II of the DIAC Rules, the tribunal has the authority to issue preliminary orders, including an order for security for costs. If a party fails to comply with this order, the tribunal has the discretion to stay the party's claim or counterclaim (*article 1.14, DIAC Rules*).

You may need to apply for interim measures from the tribunal or the court (see Urgent interim measures: claimant).

#### Prepare your case: respondent

Take steps to prepare your evidence and legal framework for the case as soon as possible (see Prepare your case: claimant).

#### Other: respondent

If the respondent wishes to settle before the final award is issued, it is important to negotiate and reach an agreement with the claimant to settle the dispute. Once a settlement is agreed, the respondent can request that the tribunal terminate the arbitration by issuing a termination order (see Settlement or other termination).

### Communications and time limits

The DIAC Rules contain various provisions governing communications with DIAC and the

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tribunal as well as governing time limits, including how these are calculated.

### Communications

Article 3.1 of the DIAC Rules applies to communications at any stage in the proceedings, requiring that all communications from the parties or arbitrators to DIAC be made in writing, typically by email or through any electronic case management system implemented by DIAC (although DIAC may also request certain documents in hard copy if it deems necessary). Before the tribunal's constitution, direct contact between the parties and the tribunal is initially limited and facilitated through DIAC as an intermediary (*article 3.1, DIAC Rules*). Once constituted and after receiving the file, the tribunal communicates directly with the parties for procedural matters and hearings (*articles 3.2 and 26.1, DIAC Rules*).

Article 3.3 further specifies that all notifications and communications from DIAC or the tribunal will be sent to the address of a party or its nominated representative, as provided by that party or the opposing party.

Article 3.4 complements this by specifying the various methods that may be used for notifications and communications, which include registered post, courier, or email. Also, any telecommunication means agreed on by the parties that provides a record of sending, such as electronic platforms, may also be used.

Communications before the formation of the tribunal primarily involve submitting the request for arbitration and the response to the request to DIAC, including all accompanying documents. As outlined in article 4 (request for arbitration) and article 5 (answer to the request), parties must submit these documents to DIAC by email or in accordance with the terms of use of any electronic case management system implemented by DIAC, which then forwards them to the other party.

Under article 3.2 of the DIAC Rules, after the constitution of the tribunal and the transmission of the case file to it, all communication between the parties and the tribunal must be in writing and must be exchanged directly between them, with copies sent to DIAC.

Contact details for the DIAC Register are available on DIAC's website, see [DIAC: Contact Details](#).

### Time limits

The DIAC Rules contain specific time limits for the service of documents during the arbitration process, including, for example:

- The respondent's answer to the request for arbitration must be submitted to DIAC within 30 days, although this may be extended (*article 5.1, DIAC Rules*) (see Respondent: serving the response).
- If the respondent submits a counterclaim, with its answer to the request or later, the respondent must pay a registration fee within seven days or the counterclaim will not be registered (*article 5.5, DIAC Rules*) (see Counterclaims).
- The tribunal is generally required to issue the final award within six months from the date the file is transmitted to the tribunal by DIAC, although this may be extended or suspended (*article 35, DIAC Rules*) (see Award).
- In expedited proceedings, the tribunal must issue the final award within three months from the transfer of the case file by DIAC to the tribunal, unless extended (*article 32.5, DIAC Rules*) (see Expedited procedure).

For calculating any period under the DIAC Rules, unless otherwise agreed in writing, the period starts the day after a notification or communication is received or deemed received per article 3.5. If the last day falls on an official holiday or non-business day in Dubai, the period extends to the next business day. Unless expressly stated otherwise, all days are calendar days, including holidays and non-business days, and any reference to months refers to calendar months (*article 3.7, DIAC Rules*).

Notifications and communications are deemed made on the day they are received by a party or its designated representative, or on the day they would have been received if service was attempted in accordance with article 3.4 (*article 3.5, DIAC Rules*).

### Commencing the arbitration

Any party seeking to initiate arbitration under the DIAC Rules must submit a request for arbitration to DIAC (*article 4.1, DIAC Rules*). The answer is typically followed by a response from the respondent within 30 days from the date of receiving the request, although DIAC may grant up to a ten-day extension under article 5.7 (*articles 5.1 and 5.7, DIAC Rules*).

The date DIAC receives a complete request, in compliance with articles 4.1, 4.3 and 4.4 of the DIAC Rules, as determined by DIAC, is deemed the commencement date of the arbitration (*article 4.6 and definition of "Complete Request", DIAC Rules*).

Arbitration is deemed commenced against an additional party or parties on the date the application for joinder is received by DIAC or by the tribunal, if it has already been constituted (*article 9.7, DIAC Rules*).



If the claimant submits a preliminary statement of claim with their request, the respondent may submit a statement of defence along with their answer, as outlined in article 5.2. The respondent may also file a counterclaim either with the answer or at a later stage if the tribunal finds the timing justified under article 5.4. If the initial submissions lack detailed statements, articles 24.1 and 24.2 allow both the claimant and respondent to provide more detailed statements of claim or defence and, as the case may be, any detailed counterclaim, along with supporting evidence, within a timeframe set by the tribunal after consulting the parties (including at the preliminary meeting).

### Claimant: serving the request

#### Contents of the request

Article 4 of the DIAC Rules outlines the requirements for submitting a request for arbitration to DIAC. The Request must include:

- A request for arbitration.
- The parties' contact details (full name, nationality, address, telephone and email for each party and the claimant's representative). A copy of the arbitration agreement (and a copy of the agreement containing the arbitration clause or agreement to arbitrate).
- A brief description of the dispute (its nature and circumstances).
- A preliminary statement of relief sought.
- An estimate of the sum claimed or in dispute.
- Relevant details on arbitrator selection in accordance with articles 10, 11 and 12, the arbitration seat, the language of the arbitration and the applicable laws.

(Article 4.1, DIAC Rules.)

The request may also include the statement of claim referred to in Article 24.1 (article 4.2, DIAC Rules).

The request and documents should be submitted by email or through DIAC's electronic case management system. A registration fee of AED5,000 is required, and failure to pay means the request will not be registered (articles 4.3 and 4.4 and article 1 of Appendix I, DIAC Rules; and [DIAC: Fees, costs, and payment](#)).

#### How to serve the request

DIAC serves the request on the respondent at the address provided by the claimant, in accordance with articles 3.3 and 3.4 of the DIAC Rules. If notification by courier is unsuccessful, after reasonable inquiries DIAC will re-notify the respondent of the request

through other appropriate means under article 3.3. Despite articles 3.3 and 3.5, DIAC will not serve any representative of the respondent identified by the claimant unless advised by the respondent (article 4.5, DIAC Rules).

#### Amending the request

Article 4 of the Rules does not explicitly address amendments to the request.

However, article 24.3 implies that before the tribunal is constituted, there may be an opportunity for the parties to introduce new claims or counterclaims, as this article imposes a restriction on the parties from introducing new claims or counterclaims after the submission of the statement of claim, statement of defence and any counterclaim. However, this restriction can be waived in two scenarios:

- **With tribunal permission.** The tribunal may allow new claims or counterclaims after considering:
  - the nature of these claims;
  - the current stage of the arbitration;
  - any delay in presenting these claims and the reasons for the delays;
  - the potential prejudice to the opposing party; and
  - other relevant circumstances.
- **By agreement of the parties.** New claims or counterclaims may be introduced if all parties agree. In accordance with article 24.3, if new claims or counterclaims are introduced, the tribunal must inform DIAC and indicate any increase in the sums claimed or counterclaimed, for the purposes of article 2.1 of Appendix I.

### Respondent: serving the response

The respondent typically must submit a response within 30 days from the date of receiving the request. (article 5.1, DIAC Rules).

DIAC may grant the respondent up to a ten-day extension to file the answer if the respondent's extension request includes comments on the number of arbitrators and, if applicable, the nomination of an arbitrator, as outlined in articles 10 and 12 (article 5.7, DIAC Rules).

Under article 5.6, the respondent's failure to submit an answer does not prevent the arbitration from proceeding under the DIAC Rules.

Any objection to the tribunal's jurisdiction must be raised no later than in the statement of defence or, if applicable, in any defence to a counterclaim

## Procedural steps in a DIAC arbitration (2022 Rules)

(*article 6.4, DIAC Rules*). Therefore, the respondent is not required to raise any pleas regarding the jurisdictional challenge in the response.

### Contents of the response

The respondent must submit an answer to DIAC within 30 days after being notified of the request. The answer should include:

- The respondent's contact details (full name, nationality, address, telephone and email for the respondent any representative).
- Preliminary comments on the nature and circumstances of the dispute.
- A preliminary response to the claim and the relief sought.
- An estimate of the amount in dispute.
- Any preliminary objections regarding the validity, existence, scope or applicability of the arbitration agreement.
- Any comments on the number of arbitrators and their choice (aligned with *articles 10, 11 and 12 of the DIAC Rules*).
- The name and contact details of the respondent's nominee, if arbitrator nomination is required.
- Any comments on the proposed seat and language of the arbitration (in line with *articles 20.1 and 21.1 of the DIAC Rules*).
- Any comments on the applicable rules of law.

(*Article 5.1, DIAC Rules*.)

If the claimant has included a statement of claim with the request in accordance with article 4.2, the answer may also be accompanied by the statement of defence as referenced in article 24.2 (*article 5.2, DIAC Rules*).

### How to serve the response

The answer, along with all accompanying documents, must be submitted to DIAC by email or in accordance with any electronic case management system adopted by DIAC (*article 5.3, DIAC Rules*). DIAC in turn will communicate the answer and any counterclaim to the claimant (*article 5.8, DIAC Rules*).

If the claimant submits a statement of claim with their request, as permitted by article 4.2, the respondent may submit a statement of defence along with their answer, in accordance with article 24.2 (*article 5.2, DIAC Rules*).

The respondent may submit a counterclaim either with the answer or later in the arbitration, if the tribunal

finds the delay justified in view of the circumstances. The counterclaim should include both:

- A brief description of the nature and circumstances of the dispute giving rise to the counterclaim.
- A preliminary statement of the relief sought and an estimate of the sum counterclaimed.

(*Article 5.4, DIAC Rules*.)

If the respondent submits a counterclaim with its answer, or later in the arbitration as allowed by article 24.3, they must pay the registration fee specified in article 1.1 of Appendix I (currently AED5,000) at the time of submission. Failure to pay this fee within seven days of submitting the counterclaim will result in DIAC not registering the counterclaim (*article 5.5, DIAC Rules*).

### Amending the response

The process for amending the Response is similar to the process for amending the Request. See Amending the Request.

### Multiple contracts

Article 8.1 of the DIAC Rules permits a party to commence arbitration by submitting a single request in cases where multiple claims arise from or relate to more than one agreement to arbitrate if the requirements of article 8.2 are or can be satisfied (see Consolidation). This is subject to articles 6.1 and 6.2, which empower the tribunal to rule on its own jurisdiction, including any objections related to the existence, validity, scope, applicability or interpretation of the arbitration agreement.

Article 8.3 provides further guidance in situations where the Arbitration Court, under article 6.2, decides that some claims will not proceed. In these cases, the claimant can still pursue the remaining claims by re-submitting a complete Request for those claims within 15 days. Failure to do this results in those claims being considered withdrawn.

### When is the arbitration "commenced"?

The date when DIAC receives a complete Request, in compliance with articles 4.1, 4.3 and 4.4 of the DIAC Rules, as determined by DIAC, is deemed the commencement date of the arbitration (*article 4.6 and definition of "Complete Request", DIAC Rules*).

The commencement date of the arbitration serves as the relevant date for determining whether claims are brought within the applicable limitation period,

thereby preventing them from being dismissed as time-barred.

### Formation of the tribunal

The Arbitration Court appoints the arbitrators. If the agreement to arbitrate specifies that any party, co-arbitrators or a third party appoint the arbitrator, this is treated as a nomination for appointment by the Arbitration Court in accordance with the DIAC Rules under article 12.1.

The Arbitration Court considers any nomination mechanism or method agreed by the parties when appointing an arbitrator. In addition, the Arbitration Court gives due consideration to:

- The nature of the transaction and dispute.
- The nationality, location and language of the parties.
- Other relevant circumstances.

(Article 12.2, DIAC Rules.)

Article 12.6 addresses the issue where a party fails to nominate an arbitrator despite an agreement to do so. If the party does not nominate an arbitrator in the request, the answer or within the specified time frame in the arbitration agreement or any additional time granted by DIAC, this failure constitutes an irrevocable waiver of the right to nominate. In these cases, the Arbitration Court will appoint an arbitrator on behalf of the defaulting party or parties.

Article 12.7 states that the Arbitration Court will only proceed with the appointment of the arbitrator or arbitrators once the advance on arbitration costs is fully paid.

The arbitration panel or roster of arbitrators at DIAC is private and not publicly available. Therefore, DIAC does not share its list with the parties.

### Qualities required of arbitrators

Arbitrators must remain impartial and independent of the parties throughout the arbitration process (article 14.1, DIAC Rules).

Before appointment, a prospective or candidate arbitrator must:

- Sign a “Declaration of Acceptance and Statement of Independence, Impartiality, and Availability” (Declaration) and provide DIAC with an updated curriculum vitae (article 14.2(a), DIAC Rules).
- Confirm their willingness to serve based on the fees determined by DIAC in accordance with articles 4 and 6 of Appendix I and the expenses as fixed by DIAC under article 2 of Appendix I in

the advance on costs of arbitration (article 14.2(b), DIAC Rules).

On accepting an appointment, the arbitrator undertakes a continuing duty to:

- Disclose to DIAC, the other tribunal members and the parties any circumstances that might be of a nature as to call into question or raise reasonable doubts as to the arbitrator’s impartiality, independence or availability.
- If an arbitrator makes this type of disclosure, DIAC will notify the parties and other tribunal members, setting a time limit for comments.

(Article 14.3, DIAC Rules.)

In signing the Declaration, the arbitrator confirms their acceptance of the role, declares their impartiality and independence from all parties and commits to maintaining this throughout the proceedings. They must also confirm, to the best of their knowledge, that no past or present circumstances exist that could raise justifiable doubts about their impartiality or independence. Additionally, if there have been any past or present professional, business or other relationships with the parties or relevant circumstances, the arbitrator must provide a brief statement in line with article 14.3 of the DIAC Rules, affirming that these do not impact their impartiality or independence. The arbitrator must also confirm their availability and willingness to adhere to the time limits set forth in the DIAC Rules.

In addition to any qualifications or criteria required of arbitrators by the parties’ agreement (and any mandatory requirements under the law of the seat), the DIAC Rules require consideration of the nationality of arbitrators. Specifically, when the parties are of different nationalities, a sole arbitrator or the chairperson of the tribunal must not share the nationality of any party, unless all parties who do not share the proposed arbitrator’s nationality agree in writing or the Arbitration Court determines otherwise (article 11.1, DIAC Rules). Moreover, if an arbitrator holds citizenship of multiple states, they are considered a national of each of those states for the purposes of this rule (article 11.2, DIAC Rules).

### Sole arbitrator

Where the parties’ agreement provides for the appointment of a sole arbitrator, the parties may jointly nominate the arbitrator within the time limit specified in the agreement to arbitrate, or within any time granted by DIAC or as agreed by the parties. If the parties fail to make a joint nomination, the Arbitration Court appoints the sole arbitrator (article 12.3, DIAC Rules).

### Three arbitrators

Where the parties' agreement provides for the appointment of a three-member tribunal, each party must nominate a co-arbitrator for appointment by the Arbitration Court as prescribed under article 12 (*article 12.4, DIAC Rules*). The chairperson is appointed under article 12.4 as follows:

- If the parties have agreed on a nomination mechanism for the chairperson, that mechanism is followed under article 12.6 of the DIAC Rules.
- In the absence of an agreed mechanism, the co-arbitrators must agree on the chairperson, subject to the Arbitration Court's confirmation and appointment. If the co-arbitrators fail to agree within ten days of the last co-arbitrator's appointment, or within any additional time granted by DIAC, the Arbitration Court will appoint the chairperson, unless the parties have agreed to an alternative appointment mechanism under articles 13.6, 13.7, 13.8 and 13.9 of the DIAC Rules.

### Alternative appointment process

If the parties fail to jointly nominate a sole arbitrator, or if the co-arbitrators fail to nominate a chairperson within the required timeframe, and the parties agree to the alternative appointment process in article 13, DIAC will send an identical list of at least three suitable candidates to each party or co-arbitrator. Both parties or co-arbitrators may add up to three names to the list and must return it, ranking the candidates in order of preference, within seven days. If a party or co-arbitrator fails to respond within this period, all candidates on DIAC's list are deemed equally acceptable (*article 13.1 to 13.4, DIAC Rules, for sole arbitrator, and article 13.6 to 13.8, DIAC Rules, for chairpersons*).

For the sole arbitrator, article 13.5 states that the appointment is subject to the Arbitration Court's approval. If no agreement is reached on any of the persons named or if the selected candidate cannot serve or does not meet the requirements of impartiality, independence and availability, the Arbitration Court can either repeat the alternative appointment process or proceed with a direct appointment. As to the chairperson, under articles 13.6 to 13.9, DIAC provides a list-based process for selection, similar to the approach used for the sole arbitrator. However, these articles do not explicitly require the Arbitration Court's approval. Nonetheless, the Arbitration Court retains ultimate authority for appointments under article 12.1. Therefore, if no agreement is reached on any of the persons named, or if the selected candidate is

unable to serve or does not meet the requirements of impartiality, independence and availability, the Arbitration Court has the authority to repeat the process or directly appoint a candidate. Additionally, article 13.9 allows co-arbitrators to liaise with their nominating parties for selecting a chairperson, if all parties agree.

### Multi-party appointment of arbitrators

Where there are multiple claimants or respondents, the tribunal is appointed under article 12.5. If there are multiple claimants or respondents in a three-member tribunal, the claimants (jointly) and the respondents (jointly) must each nominate an arbitrator for appointment by the Arbitration Court. If the parties fail to make a joint nomination or cannot agree on a method for constituting the tribunal, the Arbitration Court will appoint the arbitrator or arbitrators on their behalf. The chairperson of the tribunal will be appointed in accordance with article 12.4.

### Challenging an arbitrator

Under article 15.1, any party has the right to challenge an appointed arbitrator for:

- Alleged lack of independence or impartiality.
- Any other reason that may justify the revocation of the arbitrator's appointment.

The challenge must be submitted through an application to DIAC, specifying both:

- The facts and circumstances on which the challenge is based.
- Any evidence relied on.

For a challenge to be admissible under article 15.2, it must be submitted either:

- Within 15 days of receiving the notification of the arbitrator's appointment.
- Within 15 days of when the facts and circumstances giving rise to the challenge became known or should have reasonably been known.

Unless the challenged arbitrator or arbitrators withdraw or all parties agree to revoke the appointment (without implying acceptance of the grounds for the challenge), the Arbitration Court will decide on the challenge, after inviting all parties and tribunal members, including the challenged arbitrator or arbitrators, to provide comments within the time limit set by DIAC (*article 15.3, DIAC Rules*).



See also [Practice note, Challenges to arbitrators: an overview](#).

### Replacement of arbitrator

Where an arbitrator needs to be replaced (following their resignation, removal or otherwise), the replacement arbitrator is appointed under article 12 of the DIAC Rules. As outlined in article 16.3, the time limit for issuing the final award is extended for a number of days equal to the period starting from the date on which the arbitrator's appointment is revoked until the replacement arbitrator has been appointed by the Arbitration Court.

Article 16.1 addresses the grounds for revoking an arbitrator's appointment, either by agreement of the parties, due to specific personal circumstances related to the arbitrator (such as death, illness or resignation), or following a successful challenge to the arbitrator's appointment based on concerns about independence or impartiality.

Article 16.2 outlines the Arbitration Court's authority to revoke an arbitrator's appointment on its own initiative or on a party's request if the arbitrator is prevented in law or in fact from fulfilling their functions, acts in violation of the agreement to arbitrate, fails to comply with the DIAC Rules or does not conduct the arbitration in accordance with the DIAC Rules, including the obligation to act diligently and avoid unnecessary delay or expense.

### Multiple parties, multiple contracts and consolidation

#### Joinder of additional parties

The DIAC Rules allow additional parties to be joined to the proceedings under article 9.

Joinder may be allowed by either the Arbitration Court before any arbitrators are appointed (*article 9.1, DIAC Rules*) or by the tribunal once constituted (*article 9.4, DIAC Rules*), on request from a party or non-party to the arbitration. In either case:

Written consent is required from all parties, including the party to be joined.

For the Arbitration Court's consideration, there should be a preliminary (*prima facie*) indication suggesting that the party being joined may be a party to the arbitration agreement referred to in the request.

For the tribunal, it should be satisfied that the party being joined is a party to the arbitration agreement referred to in the request.

### Consolidation

Consolidation may be allowed, either by the Arbitration Court before any arbitrators are appointed (*article 8.2, DIAC Rules*), or by the tribunal after it is constituted (in one of the arbitrations sought to be consolidated) (*article 8.5, DIAC Rules*), if:

- All parties agree to consolidate.
- Claims are made under the same arbitration agreement.
- Arbitrations involve the same parties, the arbitration agreements are compatible, and either:
  - the disputes arise out of the same legal relationship;
  - the underlying contracts consist of principal and ancillary contracts; or
  - the claims arise out of related transactions.

### Claims between multiple parties

The DIAC Rules do not explicitly empower the tribunal to conduct separate arbitrations concurrently unless they are consolidated or joined into a single proceeding in accordance with articles 8 and 9 of the DIAC Rules.

### Multiple contracts

Article 8.1 of the DIAC Rules allows for claims arising out of or in connection with more than one contract to be made in a single arbitration. A party may submit a single request to DIAC for multiple claims based on more than one arbitration agreement, subject to the provisions of articles 6.1 and 6.2, and if the requirements of article 8.2 are or may be satisfied.

### Confidentiality

The DIAC Rules address the duty of confidentiality in arbitration proceedings, requiring parties and tribunal members to maintain confidentiality over all awards, orders, materials and documents related to the arbitration that are not in the public domain. Disclosure is permitted only where necessary by legal duty, to protect or assert a legal right or to enforce or contest an award in legal proceedings initiated and conducted in good faith before a state court or other judicial authority. This obligation applies unless all parties explicitly agree to the contrary in writing or if the applicable law at the arbitration seat requires otherwise (*article 38, DIAC Rules*).

## Procedural steps in a DIAC arbitration (2022 Rules)

Article 34.8 of the DIAC Rules establishes that arbitral awards are confidential by default, but the parties may agree to disclose the award publicly if they both consent.

The DIAC Rules also stress confidentiality regarding independent experts appointed by the tribunal, where any expert must maintain confidentiality by signing an appropriate confidentiality undertaking (*article 28.1, DIAC Rules*).

### Expedited procedure

Article 32 of the DIAC Rules provides a framework for expedited (or fast-track) proceedings to enhance the efficiency of arbitration in cases meeting specific criteria. The DIAC Rules specify that expedited proceedings apply when:

- The disputed amount (total of the sums claimed and counterclaimed) is below or equal to AED1 million (excluding interest and legal representation costs) or any other threshold amount that may be set by DIAC's BoD.
- The parties agree in writing.
- The Arbitration Court determines there is exceptional urgency.

(*Article 32.1, DIAC Rules*.)

Before the tribunal is constituted and after the submission of the answer or the deadline for submission has passed (whichever comes first), a party may apply to have the arbitration conducted on an expedited basis. This application, along with any supporting documents, must be submitted to DIAC by email or through any electronic case management system provided by DIAC. DIAC will notify all other parties, who have seven days to respond. If the other parties do not respond, the application is deemed unopposed (*article 32.2, DIAC Rules*).

On full payment of the advance on costs and meeting the expedited criteria, DIAC will appoint a sole arbitrator within five days following the Arbitration Court's decision (*article 32.3, DIAC Rules*).

After consulting with the parties and taking into account their opportunity to present their respective cases, the tribunal will determine the procedure for the expedited arbitration. In consideration of the expedited nature, the tribunal may limit the scope of evidence to be submitted and must aim to issue the final award within the timeframe specified in article 32.5 (*article 32.4, DIAC Rules*).

The tribunal must deliver the award within three months from the file's transmission date unless

the Arbitration Court allows for an extension on exceptional grounds (*article 32.5, DIAC Rules*).

If a party or the tribunal requests to discontinue the expedited procedure, the tribunal may seek approval from the Arbitration Court to continue the arbitration on a non-expedited basis. If approved, the same tribunal will continue to conduct the arbitration (*article 32.6, DIAC Rules*).

### Emergency arbitrator

By merely agreeing to arbitration under the DIAC Rules, parties are deemed to have expressly consented to the appointment and authority of the emergency arbitrator (EA), unless they have opted out in writing (*article 2.15, Appendix II, DIAC Rules*).

### Application for emergency interim relief prior to tribunal formation

Before the tribunal is constituted, a party may apply to DIAC for emergency interim relief. This application can be made concurrently with or after the filing of the request. Importantly, if notifying the other party might jeopardise the effectiveness of the emergency interim relief sought, the applying party may proceed without providing notice, on an ex parte basis, if the procedural law applicable to the seat of arbitration permits applications without notice to the other parties (*articles 2.1 and 2.2, Appendix II, DIAC Rules*).

The application must specify the grounds for requiring an EA, the nature of the relief sought and the reasons the applicant considers themselves entitled to receive it, accompanied by all relevant documentation and payment of a non-refundable registration fee in accordance with article 1 of Appendix I of the DIAC Rules (*articles 2.3 and 2.4, Appendix II, DIAC Rules*).

### Appointment and limitations of the EA

If the Arbitration Court is prima facie satisfied that, in view of the relevant circumstances, it is reasonable to allow the emergency proceedings, DIAC will seek to appoint an EA within one day of receiving a properly submitted application (which must comply with the requirements of article 2.3 of Appendix II to the DIAC Rules) and the necessary registration fee (under *article 2.4*). The Arbitration Court assesses whether it is reasonable to allow such proceedings based on the relevant circumstances (*article 2.5, Appendix II, DIAC Rules*).

The EA is appointed in accordance with the relevant provisions of article 14, ensuring their independence, impartiality and availability. Unless all parties agree otherwise, the EA cannot serve as an arbitrator in any arbitration related to the dispute, including the main arbitration for which they were appointed as an EA, or any other dispute arising from the same legal relationships (*article 2.7, Appendix II, DIAC Rules*).

### Challenge to the EA

Parties have the right to challenge the appointment of the EA on grounds of impartiality or independence. A challenge must be made to DIAC within two business days of being notified of the EA's appointment and any disclosed circumstances. The Arbitration Court will decide on the challenge within two business days of receiving it. If the application was made without notice to the other party, the requirement to notify them of the EA's appointment does not apply (*article 2.8, Appendix II, DIAC Rules*).

### Establishment of a timetable by the EA

Unless appointed without notice to the other party, the EA must establish a timetable for the emergency proceedings as soon as reasonably practicable, but no later than two business days from the date of transmission of the file to the EA. This timetable must provide a reasonable opportunity for all parties to be heard, whether through written submissions, in-person meetings, telephone conferences, or other appropriate virtual communication means such as video conferencing. The EA has the powers vested in the tribunal under the DIAC Rules, including the authority to rule on their own jurisdiction (*article 2.9, Appendix II, DIAC Rules*).

### Issuance of emergency interim relief

The EA may order emergency interim relief under article 1 of Appendix II (see Interim measures), which specifies, among other things, the types of interim measures available, such as preservation of assets or evidence. The EA should issue any preliminary order supporting such measures as soon as reasonably practicable, taking into account the nature of the relief sought, the established timetable, and whether the application was made with or without notice to the other party. The EA may also decide to grant the relief on an immediate basis, with detailed reasoning to follow later. (*Article 2.10, Appendix II, DIAC Rules*).

The EA must issue any order in accordance with article 34.6 (which covers procedures for signing and delivering the award), and DIAC must communicate the order to the parties as soon as reasonably practicable (*article 2.11, Appendix II, DIAC Rules*).

### Binding nature and duration of emergency measures

The preliminary order issued by the EA is binding on the parties. However, it ceases to be binding if:

- The tribunal discharges the order in accordance with article 1.6 of Appendix II.
- The underlying arbitration is terminated before the issuance of the final award.
- The final award issued by the tribunal does not give permanent effect to the EA's order.

(*Article 2.13, Appendix II, DIAC Rules*.)

Article 1.6 of Appendix II empowers the tribunal to modify, suspend, or discharge a preliminary order that was issued in support of an interim measure. This can occur on an application by a party or, in exceptional circumstances and with prior notice to the parties, on the tribunal's own initiative.

### Costs

The costs related to the emergency application may initially be apportioned by the EA in the preliminary order. The tribunal, once constituted, has the authority to make a final determination on the allocation of these costs under article 36.3 of the DIAC Rules (*Article 2.14, Appendix II, DIAC Rules*).

### Revocation of EA's authority

Once the tribunal is constituted, the appointment of the EA is considered revoked, and the EA's powers cease (*article 2.12, Appendix II, DIAC Rules*).

### Summary dismissal

The DIAC Rules do not specifically include provisions for the summary dismissal (otherwise known as summary or early determination) of claims or defences that are manifestly unmeritorious. However, article 17.2 emphasises the tribunal's duty to conduct arbitrations expeditiously, diligently and in a cost-efficient manner. In fulfilling the core objective of the DIAC Rules, the tribunal must ensure that each party has a reasonable opportunity to present its case while also promoting efficiency in the process.

To this end, the tribunal may:

- Determine certain issues on a preliminary basis.
- Make determinations based solely on documentary evidence.
- Limit disclosure or written submissions of the parties.
- Limit expert evidence or encourage experts to agree on specific issues.

### Tribunal secretaries

The DIAC Rules do not include explicit provisions for the appointment or use of tribunal secretaries, and they do not outline guidelines for the roles and responsibilities of tribunal secretaries. However, in practice, the tribunal may appoint a secretary to assist primarily with administrative support and coordination, including managing logistics, handling correspondence and maintaining case files, all under the tribunal's direction.

### Party representatives

Article 7 of the DIAC Rules provides guidance on party representation. Parties can select representatives regardless of nationality or qualifications, with their names and contact details included in the request and answer, as required by articles 4.1(b) and 5.1(a) (*article 7.1, DIAC Rules*).

Each party is also expected to ensure that its representatives act ethically, professionally and have adequate availability to carry out their duties and support efficient proceedings, aligning with the DIAC Rules' core objectives (*article 7.2, DIAC Rules*).

Before the tribunal is constituted, DIAC may request proof of authority from party representatives, with the tribunal ultimately determining the validity of this authority once it is constituted (*article 7.3, DIAC Rules*). Once constituted, the tribunal has the authority to require proof of a representative's authority in a form specified by the tribunal to ensure it meets the requirements at the arbitration seat to conduct the arbitration (*article 7.4, DIAC Rules*).

Following the tribunal's constitution, any changes or additions to representation must be communicated to all parties, the tribunal and DIAC. The tribunal may approve the proposed replacement or addition, after consultation with the parties, considering factors such as potential conflicts of interest, the arbitration stage and impacts on time and costs (*article 7.5, DIAC Rules*).

### Jurisdictional issues

The DIAC Rules grant the tribunal authority to rule on its own jurisdiction, upholding the principles of kompetenz-kompetenz and separability by enabling the tribunal to independently address objections regarding the existence, validity, scope, applicability or interpretation of the arbitration agreement, even if the underlying contract is contested (*article 6.1, DIAC Rules*). In this context, if the respondent wants to challenge the tribunal's jurisdiction on any of these grounds, it must raise preliminary objections no later than in its answer. Similarly, if the claimant objects to the tribunal's jurisdiction in relation to a counterclaim submitted by the respondent, it should do so in its response to the counterclaim (*article 6.2, DIAC Rules*).

In addition, article 6.4 provides that any objection to the jurisdiction of the tribunal must be raised by the respondent in the statement of defence, or, in the case of a counterclaim, by the claimant in the statement of defence to counterclaim.

If objections are made, the Arbitration Court decides preliminarily if the arbitration should proceed if there is a prima facie indication that an arbitration agreement may exist, without prejudice to the admissibility or merits of either party's claims (*articles 6.2, DIAC Rules*).

If the Arbitration Court allows the arbitration to proceed under article 6.2, the final determination on jurisdiction rests with the tribunal, which will rule on any jurisdictional objections as a preliminary question. Alternatively, after consultation with the parties (including at a preliminary meeting), the tribunal may defer its ruling on jurisdiction until the final award (*articles 6.3 and 6.6, DIAC Rules*).

In any event, and even without a specific jurisdictional objection raised at any stage of the arbitration, the tribunal must independently satisfy itself that the arbitration agreement referred to in the request is valid and that the claims and any counterclaims fall within its scope, and the tribunal must rule on its jurisdiction accordingly in the manner prescribed in article 6.6 (*article 6.3, DIAC Rules*).

Additionally, a party's right to object to jurisdiction is not waived merely by nominating or participating in the appointment of an arbitrator (*article 6.5, DIAC Rules*).

It can be inferred from articles 6.2 and 6.4 that both the respondent and the claimant may be deemed to have waived their right to object to jurisdiction if they fail to raise jurisdictional objections at the specified procedural stages.



### Procedure: conduct of the arbitration

#### General duties and powers of the tribunal

The tribunal is vested under the DIAC Rules with several general duties and powers to ensure fair and efficient arbitration proceedings. Key duties and powers include:

- **Jurisdiction.** The tribunal can rule on its own jurisdiction, including any objections to the arbitration agreement's validity or scope (*article 6.1, DIAC Rules*).
- **Conduct of the proceedings.** The tribunal has discretion over the arbitration process, including setting procedural rules, organising hearings and managing timelines to ensure fair and efficient proceedings (*article 26.1, DIAC Rules*).
- **Interim measures.** The tribunal can order interim or conservatory measures to, among other things, preserve assets or maintain the status quo on a party's request (*article 1, Appendix II, DIAC Rules*).
- **Seat and language.** In the absence of party agreement, the tribunal may determine the seat and language or languages of arbitration (*articles 20.1 and 21.3, DIAC Rules*).
- **Evidence and witnesses.** After consulting the parties, the tribunal may allow fact and expert witnesses to give evidence and may require advance notice of their identity and testimony. It can limit witness appearances to prevent duplication or irrelevance. Each party may question witnesses under the tribunal's supervision, and the tribunal may ask questions at any stage to clarify testimony (*articles 27.1 and 27.2, DIAC Rules*).
- **Issuance of awards.** The tribunal may issue preliminary, interim, partial, final, additional, supplemental or any other awards it deems appropriate (*article 27.1, DIAC Rules*).
- **Cost allocation.** The tribunal has discretion to allocate arbitration costs, including registration, administrative, tribunal, expert and legal fees. It may issue an award solely on costs at any stage and will fix and apportion final costs in the final award (*article 36, DIAC Rules*).

#### Preliminary meeting

Under article 23, the tribunal must, "as soon as reasonably practicable but in any event no later than 15 days after the transmission of the file to the tribunal", contact the parties to set a date for a

preliminary meeting (*article 23.1, DIAC Rules*). This meeting can take place in person, by telephone or through any suitable virtual communication means, such as video conferencing, as agreed by the parties or determined by the tribunal after consultation (*article 23.2, DIAC Rules*). After consultation with the parties, the tribunal must also establish a timetable for the submission of pleadings, documents and statements, as well as determine the form of these submissions (*article 23.3, DIAC Rules*).

#### Seat of arbitration

The parties may agree in writing on the seat of the arbitration. If they have not agreed on a specific seat but have chosen a location or venue, this location or venue is, unless otherwise agreed, deemed the seat of arbitration. If no agreement exists on either the seat or location, the DIFC serves as the initial seat of arbitration by default. In these cases, the tribunal, once constituted, has the authority to make a final determination regarding the seat of arbitration, having due regard to any observations from the parties and relevant circumstances (*article 20.1, DIAC Rules*).

The tribunal may, after consulting with the parties, choose to hold hearings or meetings at any suitable location, either in person, by telephone or through other appropriate virtual communication methods, including video conferencing (*article 20.2, DIAC Rules*).

Any award is deemed to have been issued at the seat of arbitration, regardless of where it is signed by the tribunal, whether in a single session or separately by each tribunal member, and whether signed physically or electronically (*article 20.3, DIAC Rules*).

#### Language of arbitration

Unless the parties agree otherwise, the initial language of the arbitration is the language of the agreement to arbitrate (*article 21.1, DIAC Rules*). If the agreement to arbitrate is in multiple languages, the Arbitration Court decides which language will serve as the initial language of arbitration, unless the agreement specifies that arbitration will proceed in more than one language (*article 21.2, DIAC Rules*).

Where no agreement exists between the parties on the arbitration language, the tribunal, on its constitution, has the authority to make a final determination on the language or languages to be used, giving due regard to any observations from the parties and other relevant circumstances (*article 21.3, DIAC Rules*). The tribunal may also require

## Procedural steps in a DIAC arbitration (2022 Rules)

that documents submitted in other languages be accompanied by a translation, which may be ordered to be certified, in whole or in part, into the arbitration language (*article 21.4, DIAC Rules*).

### Statements of case and other submissions

The DIAC Rules outline specific requirements for parties' statements of case, including provisions for statements of claim and defence, counterclaims and further written submissions.

#### Statements of claim and defence

The claimant may include the statement of claim with the request (*article 4.2, DIAC Rules*). If not provided with the initial request, the claimant must submit a detailed statement of claim within a timeline determined by the tribunal after consulting with the parties, including at the preliminary meeting (*article 24.1, DIAC Rules*). The tribunal may also specify the extent of evidence to be included with this statement (*article 24.1, DIAC Rules*).

The respondent must submit an answer to the request within 30 days of being notified of the request (*article 5.1, DIAC Rules*). If the statement of defence or any counterclaim is not included with the answer, the respondent must file these later, within a deadline set by the tribunal after consultation with the parties, including at the preliminary meeting (*article 24.2, DIAC Rules*). The tribunal similarly specifies the accompanying evidence for this submission (*article 24.2, DIAC Rules*).

For information on the position where a claimant or respondent fails to submit their statement of case, see Failure to serve statement of case.

#### Counterclaims

The respondent may submit a counterclaim along with its answer or at a later stage in the arbitration, subject to tribunal approval if the delay was justified in view of the relevant circumstances (*article 5.4, DIAC Rules*). If the counterclaim is included, the respondent must pay a registration fee within

seven days, otherwise, the counterclaim will not be registered (*article 5.5, DIAC Rules*).

New claims or counterclaims cannot be filed after the initial statements (statement of claim statement of defence and any counterclaim) unless the tribunal grants permission or both parties agree. The tribunal considers factors such as the nature and timing of the new claim, possible delays and any prejudice to the other party when deciding on this permission (*article 24.3, DIAC Rules*).

#### Further written submissions

The tribunal has discretion to allow or request further written statements, including replies, defences to counterclaims and rejoinders. It also sets time limits for these submissions, specifying any necessary evidence to accompany them (*article 24.4, DIAC Rules*). If a party fails to present its case within the timeframe set by the tribunal or does not comply with procedural requirements, the tribunal may either proceed with the arbitration and issue the final award or draw appropriate inferences to ensure the arbitration continues without undue delay (*articles 29.4 and 29.5, DIAC Rules*).

### Summary of requirements and timelines of submissions

The below table provides a summary of the requirements and timelines for the submissions. The parties can mutually agree to modify time limits set by the arbitration agreement or the DIAC Rules. Any modification agreement proposed after the constitution of the tribunal requires consultation with and approval of the tribunal (*article 19.1, DIAC Rules*).

The tribunal can modify procedural time limits on application by a party or on its own initiative, after giving the parties a reasonable opportunity to state their views. However, time limits that fall exclusively within the Arbitration Court's discretion under the DIAC Rules cannot be modified by the tribunal (*article 19.2, DIAC Rules*). The Arbitration Court can modify time limits if necessary to fulfil its responsibilities under the DIAC Rules or to effectuate the parties' agreement to arbitrate (*article 19.3, DIAC Rules*).

Submission	Required/optional	Default timeline and extensions	Tribunal permission required for additional submissions?
<b>Statement of claim</b>	Required if not in request ( <i>article 24.1</i> ).	Set by tribunal post-consultation.	Additional submissions permitted at tribunal's discretion ( <i>article 24.4</i> ).

## Procedural steps in a DIAC arbitration (2022 Rules)

Submission	Required/optional	Default timeline and extensions	Tribunal permission required for additional submissions?
<b>Answer to request</b>	Required ( <i>article 5.1</i> ).	30 days from notification; up to ten-day extension available.	N/A
<b>Statement of defence</b>	Required if not in answer ( <i>article 24.2</i> ).	Set by tribunal post-consultation.	Additional submissions permitted at tribunal's discretion ( <i>article 24.4</i> ).
<b>Counterclaim</b>	Optional ( <i>article 5.4</i> ).	With answer or later, with tribunal approval.	New counterclaims require tribunal permission ( <i>article 24.3</i> ).
<b>Further submissions</b>	As needed ( <i>article 24.4</i> ).	Determined by tribunal.	Yes, requires tribunal's discretion ( <i>article 24.4</i> ).

### Failure to serve statement of case

If the claimant, without showing good cause, fails to submit its statement of claim as required by the timeline set by the tribunal (*article 24.1, DIAC Rules*), the tribunal may decide not to proceed with the claim (*article 29.2, DIAC Rules*). However, this does not prevent the tribunal from continuing the arbitration to determine the respondent's rights concerning any claim or counterclaim made in the answer (*article 29.2, DIAC Rules*). Therefore, while the claimant risks its claim being discontinued, the tribunal may still address the respondent's counterclaim.

If the respondent fails, without good cause, to submit its statement of defence by the deadline set by the tribunal (*article 24.2, DIAC Rules*) or otherwise fails to participate in the arbitration at any time, the tribunal may proceed with the arbitration and issue the final award based on the available submissions (*article 29.3, DIAC Rules*). The respondent's failure does not halt the arbitration. Rather, the tribunal may decide to continue the proceedings and issue a final award, even in the respondent's absence.

If any party fails to present its case within the timeframe determined by the tribunal, without showing good cause, the tribunal has discretion to proceed with the arbitration (*article 29.4 DIAC Rules*), continuing with the evidence and submissions already on record. The tribunal may also draw any inferences it deems appropriate from the lack of submission or non-compliance (*article 29.5, DIAC Rules*).

### Amendments to statements of case

Amendments to statement of case are not expressly dealt with under the DIAC Rules. However, under

article 24.3, once the statement of claim, statement of defence and any counterclaims have been submitted, new claims or counterclaims are not allowed unless the tribunal grants permission or the parties mutually agree.

This suggests that amendments to statements of case, including the addition of new claims or counterclaims, may be possible if authorised by the tribunal or agreed on by the parties.

## Procedural orders

Other than in relation to the parties' statements of case, the DIAC Rules do not contain further timetables or procedural directions. Typically, after hearing the parties, the tribunal gives directions as to the timetable and conduct of the arbitration, often in its Procedural Order No 1, made after the preliminary meeting. These directions are often supplemented by further procedural orders as the case progresses.

Matters that should be considered include:

- Whether there are any jurisdictional issues and, if so, how and when these should be raised.
- The language of the arbitration (unless the parties have agreed on this) and the arrangements for translations of documents and other evidence.
- Whether any expert evidence is necessary and, if so, the points on which this evidence should focus (see Witness and expert evidence).
- The timetable for service of all further statements of case, witness and expert evidence and documentary evidence.

- Whether further documentary evidence (other than those documents appended to the parties' statements of case) should be produced (see Documentary evidence).
- When any hearings will be held and whether these should be held in-person or virtually (or in hybrid form). Where they are to be held in-person, the location at which they are to be held (particularly if this is to be somewhere other than the seat).

For further guidance on issues to consider, see [Practice note, Procedural orders and preliminary meetings in international arbitration](#), together with [Standard documents, Preliminary meeting agenda and submissions with drafting notes](#) and [Sample Procedural Order No 1 for directions in an international arbitration](#).

### Documentary evidence

The tribunal will, after consulting the parties, determine the applicable rules of evidence, and will also determine the time, manner and form in which the evidence to be submitted should be exchanged between the parties and presented to the tribunal. In any event, the tribunal will have the power to determine the admissibility, relevance, materiality and weight of any such evidence (*article 25.2, DIAC Rules*). At any time during the proceedings, the tribunal may, whether at the request of a party or on its own initiative, order a party to produce documents, exhibits or other evidence within a period of time it considers necessary or appropriate (*article 25.3, DIAC Rules*).

In arbitration proceedings within the UAE, the procedures for the production of evidence under the DIAC Rules depend on the seat of arbitration and the corresponding procedural law. In general, if the seat of the arbitration is:

- The UAE mainland, the Federal Arbitration Law applies.
- The DIFC, the DIFC Arbitration Law applies.

Both the Federal Arbitration Law and DIFC Arbitration Law support party autonomy in determining the procedures to be followed by the arbitral tribunal in conducting the arbitration, including procedural rules governing evidence production, which could include adopting the IBA Rules on Taking of Evidence in International Arbitration (IBA Rules) if the parties want (see IBA Rules in UAE arbitrations). However, neither law explicitly mandates or references these rules.

### Evidence production under the Federal Arbitration Law

Under the Federal Arbitration Law, article 23 grants the parties the freedom to agree on the procedures the tribunal will follow, including adopting rules from any arbitration association or institution in the UAE or abroad. If the parties do not reach an agreement, the tribunal can adopt the procedures it considers appropriate if they comply with fundamental principles of litigation and international agreements to which the UAE is a party.

Article 36 of the Federal Arbitration Law allows the arbitral tribunal, either on its own initiative or at a party's request, to seek assistance from the court in obtaining evidence. This includes ordering witnesses to appear before the tribunal to provide oral testimony or produce documents or evidentiary material, as well as compelling third parties to produce essential documents necessary for deciding the dispute.

### Evidence production under the DIFC Arbitration Law

Under the DIFC Arbitration Law, article 26 grants parties the freedom to agree on the procedure to be followed by the tribunal in conducting the proceedings. If they do not reach agreement, the tribunal can conduct the arbitration as it considers appropriate, including determining the admissibility, relevance, materiality and weight of evidence. Article 34 enables the tribunal or a party, with tribunal approval, to seek DIFC court assistance in taking evidence.

### IBA Rules in UAE arbitrations

Under the DIAC Rules, it is increasingly common for parties to adopt the IBA Rules. These rules provide a comprehensive framework for evidence production, covering document disclosure, witness testimony and expert evidence. This framework is more extensive than the procedures typically available in the UAE court system outside of the DIFC and ADGM free zones.

Even when the IBA Rules are not formally adopted, arbitral tribunals in the UAE often refer to or are guided by these rules when handling evidence. This practice enhances the effectiveness of evidence gathering and ensures that proceedings are conducted in line with international arbitration standards.



For further guidance on managing evidence under the IBA Rules, see [Practice note, Managing evidence under the IBA Rules on the Taking of Evidence in International Arbitration](#).

### Witness and expert evidence

#### Witnesses of fact and expert witnesses

The tribunal may allow parties to call witnesses of fact and expert witnesses to give evidence and if necessary, will provide directions regarding the notification of their identities, expertise and expected evidence. However, the tribunal has discretion to limit the appearance of any witness to avoid duplication or lack of relevance (*article 27.1, DIAC Rules*).

Witnesses can be questioned at a hearing by each party under the supervision and direction of the tribunal, which may also pose questions at any point during the examination (*article 27.2, DIAC Rules*). Each party is responsible for the practical arrangements, costs and availability of its witnesses, bearing the consequences if a witness does not appear (*article 27.4, DIAC Rules*). The tribunal decides whether any witness should be excluded from the hearing, particularly during other witnesses' testimony (*article 27.5, DIAC Rules*). Witnesses giving oral testimony may be required to swear an oath, subject to any mandatory provisions of the procedural law applicable to the arbitration seat, with the tribunal having authority to conduct examinations in person, by telephone or through virtual means after it has satisfied itself of the identity of the witness (*article 27.6, DIAC Rules*). Testimony can also be submitted in written form, such as signed statements, sworn affidavits or otherwise. The tribunal may require the witness to be available for oral testimony at a hearing to assess the admissibility and weight of the testimony (*article 27.3, DIAC Rules*).

#### Experts appointed by the tribunal

The tribunal may appoint independent experts to report on specific issues after consulting with the parties. The expert's terms of appointment, subject to the parties' observations, are shared with the parties, and the expert must sign a confidentiality undertaking (*article 28.1, DIAC Rules*).

The tribunal may require a party to provide relevant information, documents or property (in its possession or control) to the expert for inspection, examination or testing. The tribunal resolves any disputes about relevance (*article 28.2, DIAC Rules*).

On receiving the expert's report, the tribunal provides copies to the parties, who may comment on the report. The tribunal may allow parties to examine evidence the expert relied upon (*article 28.3, DIAC Rules*). At a party's request, the parties are allowed to question the tribunal appointed expert at a hearing, and they may also present their own expert witnesses to testify on the same issues (*article 28.4, DIAC Rules*).

The tribunal evaluates the opinions of other experts presented by the parties within the context of the relevant circumstances, unless the parties have agreed that the tribunal's expert's determination is conclusive on specific issues (*article 28.5, DIAC Rules*).

The tribunal sets an amount sufficient to cover the fees and expenses of any expert appointed under article 28, and the expertise shall commence only once these costs are fully paid to the Centre (*article 28.6, DIAC Rules*).

### Interim measures

The tribunal has broad authority to order interim measures on a party's application, as provided in article 1 of Appendix II of the DIAC Rules (exceptional measures). These measures, issued on terms deemed appropriate by the tribunal in the circumstances, are temporary and intended to preserve the effectiveness of the arbitration process until a final award is made. The tribunal may also support these measures with a preliminary order, which are binding on the parties (*articles 1.1 and 1.14, Appendix II, DIAC Rules*).

Interim measures include, among others:

- Maintaining or restoring the status quo until the dispute is resolved.
- Preventing actions that could cause harm to the parties or prejudice the arbitral process, or requiring parties to refrain from certain actions.
- Safeguarding assets from dissipation, ensuring they are available to satisfy a potential award.
- Preserving relevant and material evidence for the resolution of the dispute.
- Providing security for arbitration costs, which may cover legal fees and other arbitration expenses, in an amount and manner determined by the tribunal based on the relevant circumstances.

(*Article 1.2, Appendix II DIAC Rules*.)

When applying for interim measures, the requesting party must satisfy the tribunal on the following points:

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- The applicant must demonstrate that harm, not adequately reparable by damages, is likely to occur if the measure is not granted and that this harm significantly outweighs any potential harm to the opposing party if the measure is ordered. Moreover, the applicant must show a reasonable possibility of success on the merits of the claim, though this does not bind the tribunal's later determinations. (*Article 1.3, Appendix II DIAC Rules.*)
- If immediate action is needed, the applicant must convince the tribunal that notifying the opposing party might compromise the measure's effectiveness. Alternatively, the applicant can certify that all parties have been informed or provide a statement detailing its good faith efforts to notify all parties. (*Article 1.4, Appendix II, DIAC Rules.*)

The tribunal has the discretion to request that the applying party provide appropriate security in connection with the measure (*article 1.9, Appendix II, DIAC Rules*), ensuring that the measure is supported by appropriate financial safeguards.

The tribunal retains the power to modify, suspend or discharge any preliminary order based on changing circumstances. This can occur on a party's application or, in exceptional circumstances, on the tribunal's own initiative, if notice is given to the parties. Moreover, the tribunal may require parties to promptly disclose any material change in circumstances relevant to the interim measure. (*Articles 1.6 and 1.7, Appendix II, DIAC Rules.*)

When a preliminary order is issued without prior notice, the tribunal will instruct the applying party to promptly notify the affected party. The affected party has the right to request that the preliminary order be set aside, with a hearing to be held as soon as reasonably practicable. At this hearing, the burden lies with the party benefiting from the order to demonstrate that the requirements of articles 1.3 and 1.4 have been met, considering any arguments presented by the challenging party (*article 1.11, Appendix II, DIAC Rules*).

The requesting party may be held liable for costs and damages resulting from the interim measure if the tribunal later determines it was unwarranted. The tribunal may award these costs at any stage of the proceedings (*article 1.8, Appendix II, DIAC Rules*).

The DIAC Rules allow parties to seek judicial authority for interim measures or to enforce interim measures or preliminary orders issued by the tribunal. Doing so is not considered incompatible with the arbitration agreement, nor is it treated as a waiver of that agreement (*article 1.13, Appendix II, DIAC Rules*).

The tribunal's powers also extend to EAs (see Emergency arbitrator).

For further information on the range of interim measures generally available in the context of international arbitration, see [Practice note, Interim, provisional and conservatory measures in international arbitration](#).

## Hearings

If either party requests a hearing for presenting evidence or for oral argument, or if the tribunal decides on its own that a hearing should be held, the tribunal determines whether the hearing will be conducted in person, by telephone or through any other virtual means, such as video conferencing (*article 26.1, DIAC Rules*). If neither party requests a hearing and the tribunal finds a hearing unnecessary, the arbitration proceeds based solely on documents and other materials submitted (*article 26.6, DIAC Rules*).

When a hearing is scheduled, the tribunal consults with the parties and provides reasonable advance notice of the date, time, place and estimated duration of the hearing. The parties are generally responsible for organising the hearing and covering the associated costs, unless directed otherwise by the tribunal (*article 26.2, DIAC Rules*).

The tribunal decides on the form of the hearing record and allocates the costs of the record and any related expenses between the parties, unless the parties have agreed otherwise (*article 26.3, DIAC Rules*).

If a party, having been notified, fails to appear at a hearing without good cause, the tribunal may proceed with the hearing in their absence (*article 26.4, DIAC Rules*).

Hearings are to be held in private, unless the tribunal directs or the parties agree otherwise. Persons not involved in the arbitration are not allowed to attend the hearings without the tribunal's and the parties' approval (*article 26.5, DIAC Rules*).

## Closure of proceedings

When the tribunal is satisfied that the parties have had adequate opportunity to present their submissions and evidence, it declares the proceedings closed (*article 31.1, DIAC Rules*).

If exceptional circumstances arise, the tribunal may decide to re-open the proceedings it declared closed, either on its own initiative or on an application

## Procedural steps in a DIAC arbitration (2022 Rules)

by a party, at any time before the issuance of the final award (*article 31.2, DIAC Rules*).

After the closure of proceedings, the tribunal proceeds to issue the final award in accordance with the DIAC Rules and any mandatory provisions of the procedural law applicable to the seat of the arbitration (*article 31.3, DIAC Rules*).

### Award

Where there is more than one arbitrator, and in the absence of a majority, the chairperson of the tribunal issues the award, order or other decision alone (*article 34.3, DIAC Rules*).

All awards must be issued in writing and must comply with any mandatory provisions of the procedural law applicable to the seat of the arbitration. All awards are binding on the parties, who undertake to comply in full with any award immediately and without delay. (*Article 34.2, DIAC Rules*.)

An award must include specific details, such as the full names and addresses of the parties and the tribunal, the text of the arbitration agreement, a summary of claims and defences, the tribunal's determinations with reasons, the date and place of issue of the award and other information specified in article 34.4 of the DIAC Rules.

The time limit within which the tribunal must issue its final award is six months from the date of transmission of the file by DIAC to the tribunal, unless the procedural law applicable to the seat of arbitration contains a mandatory provision stating otherwise. The six-month time limit may be extended by written agreement of the parties at any time during the arbitral proceedings. The Arbitration Court can, on a reasoned request from the tribunal or at its own initiative, extend the time limit for issuing the final award (*articles 35.1, 35.2 and 35.3, DIAC Rules*).

Under Article 42 of the Federal Arbitration Law, the tribunal can extend the period for issuing an award by up to six additional months, unless the parties agree otherwise.

To ensure compliance with the DIAC Rules, and for fixing the final fees and expenses of the tribunal, the Arbitration Court will scrutinise the final draft of the arbitral award (*article 34.5, DIAC Rules*). The tribunal must submit the final draft to the Arbitration Court for review at least 30 days before the expiration of the time limit for issuing the award specified in article 35.1 of the DIAC Rules.

The Arbitration Court:

- Reviews the form of the draft to ensure compliance with the formal requirements of the DIAC Rules, as much as possible. However, this review does not relieve the tribunal of its own duty to ensure that these formalities are met.
- Determines the final fees and expenses to be allocated to the tribunal in connection with the arbitration process.

The award can be made public with the consent of the parties. Unless all parties agree otherwise or required by law, the parties and the tribunal must keep all awards and orders confidential. (Articles 34.8 and 38, DIAC Rules.)

If the advance on costs has been paid in full, DIAC formally communicates the signed award to each party and the tribunal (*article 34.7, DIAC Rules*).

### Settlement or other termination

Before the issuance of the final award:

- If the parties reach a settlement of the dispute, the tribunal terminates the arbitration by issuing a termination order. On joint request by the parties, the tribunal records the settlement in the form of a consent award, which includes a statement that it is issued with the parties' consent (*article 33.1, DIAC Rules*).
- If the tribunal, after consulting with the parties, determines that continuation of the arbitration has become unnecessary or impossible for reasons not covered in the DIAC Rules, it may issue a termination order. In this case, the tribunal may determine and apportion the costs of the arbitration, subject to article 36.3 (*article 33.2, DIAC Rules*).

The tribunal issues any termination order or consent award in accordance with article 34.6, which covers procedures for signing and delivering the award. DIAC communicates the order or award to the parties (*article 33.3, DIAC Rules*).

For an overview of the issues that parties should consider when negotiating a settlement in the context of an international commercial arbitration, see [Practice note, Settlement and discontinuance in international arbitration: overview](#).

### Costs

The DIAC Rules provide a structured framework for arbitration costs, including registration fees, tribunal fees and administrative fees and

## Procedural steps in a DIAC arbitration (2022 Rules)

expenses, ensuring clarity and transparency for all parties involved.

The current registration fee for submitting an application for arbitration at DIAC is USD3,000 (previously AED5,000). This fee is non-refundable, even if the application is later found ineligible for registration under the rules (see [DIAC: Fees, costs, and payment process](#)).

Under the [Table of Fees and Costs 2025](#) (which was revised and became applicable to all proceedings commencing after 1 January 2025), amounts are displayed in USD for illustration purposes, while all DIAC directions to pay an advance on costs will be issued by DIAC in AED.

Each submission, including a request for arbitration, a counterclaim, or an application for emergency interim relief, must be accompanied by the applicable non-refundable registration fee as outlined in the fee schedule in force at the commencement of the arbitration (*article 1.1, Appendix I, DIAC Rules*).

DIAC only registers and administers claims, counterclaims and applications for emergency interim relief when the full registration fee has been paid (*article 1.2, Appendix I, DIAC Rules*).

Appendix I of the DIAC Rules tackles the costs of the arbitration. The fees and expenses of the arbitrators and DIAC's administrative fees vary depending on the total amount in dispute. This includes the aggregate value of all claims, counterclaims and set-offs, based on which DIAC fixes the advance on costs of the arbitration, and which are divided into tranches based on the dispute amount.

Under DIAC Table of Fees and Costs 2025, and in alignment with article 2.1 of Appendix I and article 40.3 of the DIAC Rules, DIAC specifies, among other things, the advance on costs of the arbitration which are intended to cover the fees and expenses of the tribunal and EAs, and DIAC's administrative fees.

The DIAC registrar has confirmed that DIAC generally fixes the tribunal's fees at the average amount calculated by reference to the minimum and maximum values indicated in DIAC Table of Fees and Costs, and, as a standard practice, usually fixes a 20% provision of that average to cover tribunal expenses.

DIAC's administrative fees start at a minimum of USD3,000 (previously AED5,000), while the tribunal's fees start at USD2,000. These fees increase depending on the aggregate amount in dispute. For example, where the amount in

dispute is over USD75 million up to USD100 million, DIAC's administrative fees can reach a maximum of USD85,000, plus 0.025% of the amount above USD75 million, while the arbitrator's fees can reach USD286,350, plus 0.05% of the amount above USD75 million. For amounts exceeding USD100 million or where the amount in dispute cannot be ascertained, the administrative fees, and tribunal fees (per arbitrator) will be determined by the Arbitration Court, which will consider all relevant circumstances when the dispute amount is unascertainable (see [DIAC: Fees, costs, and payment process](#)).

Fees for an application for emergency interim relief are fixed at USD15,000 for DIAC's administrative fees and USD35,000 for the EA's fees and expenses. However, the Arbitration Court may, in exceptional circumstances, increase or reduce the EA's fees and DIAC's administrative fee, considering the nature of the case, the work performed by the EA, and any other relevant circumstances ([DIAC Table of Fees and Costs 2025](#)).

In addition to the arbitrator(s), EA and administrative fees, the Arbitration Court will determine an amount to cover reasonable expenses incurred by the arbitrator(s), the EA and DIAC, and may include VAT and the fees and expenses of any experts appointed by the tribunal pursuant to article 28 of the Rules.

The Arbitration Court may, in exceptional circumstances, deviate from the tribunal and the administrative fee amounts set out under the relevant tables of tribunal fees and administrative fees (*DIAC Table of Fees and Costs 2025*).

For an overview of the principles governing the recovery of costs in international arbitration, see [Practice note, Costs in international arbitration: overview](#).

### Advance payment for costs

The DIAC Rules outline specific provisions for advance payment of arbitration costs, ensuring the equitable allocation of financial responsibilities among the parties and providing mechanisms to address non-payment.

DIAC fixes the advance on the costs of arbitration to cover the tribunal's fees and expenses, along with DIAC's administrative fees. This advance is calculated based on the total sum of the claims, counterclaims and set-offs according to the DIAC Table of Fees and Costs in force on the commencement of the arbitration. In addition, an estimated 20% of the advance on the tribunal's



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fees is added to cover tribunal expenses. DIAC may readjust the advance on costs at any time during the arbitration in accordance with article 4.2 of Appendix I of the DIAC Rules (*Article 2.1, Appendix I, DIAC Rules*). The advance on arbitration costs is apportioned equally between the claimants and the respondents (*article 3.2, Appendix I, DIAC Rules*).

Despite the general rule that the advance on arbitration costs is shared equally, either party may opt to pay the other party's share or any additional costs required to advance the proceedings. These payments are treated as part of the arbitration costs and may be recoverable by the paying party. The paying party can request the tribunal to issue an award on costs under article 36.2 of the DIAC Rules, even immediately after the case file has been transmitted to the tribunal. (*Article 3.3, Appendix I, DIAC Rules*.)

If the sums claimed or counterclaimed are unspecified in the request or answer, DIAC determines the advance on costs after consulting with the tribunal once it is constituted. This determination considers the claims and counterclaims filed, along with any other relevant circumstances (*article 2.5, Appendix I, DIAC Rules*).

If a party does not pay its share of the advance on costs, the matter is referred to the Arbitration Court. The court will set a final deadline for the payment. Failure to meet this deadline results in the relevant claim, counterclaim or any increase in the amount claimed or counterclaimed being considered withdrawn. (*Article 3.4, Appendix I, DIAC Rules*.)

To ensure transparency and fairness, the DIAC Rules provide that parties are only charged for actual costs incurred during arbitration. DIAC reimburses the parties for any unused amounts in the arbitration account, after deducting the tribunal's fees and expenses and DIAC's administrative fees.

It is to be noted that DIAC accepts payments only from an account held in the name of a party to the proceedings or from an account held in the name of a person or law firm that is authorised to represent a party and is on the record in the arbitration. Should a payment be made from any other account, including that of a third party, DIAC may, at its sole discretion and without obligation to provide any reasons, return the payment to the originating account (*General Provisions, DIAC Table of Fees and Costs 2025*).

### Award of costs

Article 36.1 of the DIAC Rules outlines the components that constitute the "costs of the arbitration", which are:

- Registration fees.
- DIAC's administrative fees.
- Tribunal and experts' fees and expenses, whether appointed by the parties, the tribunal or both.
- Legal representatives' fees and expenses.
- Other parties' costs, as assessed and determined by the tribunal.

This definition of "costs of the arbitration", which now explicitly includes fees and expenses of the legal representatives, was omitted from the DIAC Arbitration Rules 2007 and article 46 of the current Arbitration Law, which lacks explicit reference to legal representative fees. The inclusion of legal representatives' fees and expenses in the current DIAC Rules will help avoiding ambiguities and disputes.

The tribunal can decide on arbitration costs and can issue an award solely on costs at any stage during the arbitration, after inviting the parties to make submissions (*article 36.2, DIAC Rules*). This ensures that cost-related issues can be addressed promptly, without unnecessary delays, enhancing the overall efficiency of the arbitration process.

If a party covers the other's share of the advance on arbitration costs or any related expenses, it can seek reimbursement immediately after the file is transmitted to the tribunal, by requesting an award on costs (*article 3.3, Appendix I, DIAC Rules*). The provisions for the reimbursement of advanced costs reflect a pragmatic approach aimed at addressing the practical financial aspects of arbitration.

The final award determines the arbitration costs and their ultimate distribution between the parties, subject to article 5 of Appendix I, which governs the reimbursement of any unused funds (*article 36.3, DIAC Rules*).

### Third-party funding

The rules regarding disclosure of third-party funding are set out in article 22 of the DIAC Rules.

Before the tribunal is formed, with the increase of third-party funding in arbitration and litigation proceedings, parties must:

- Disclose any third-party funding arrangement to all the other parties and to DIAC.
- Provide details of the funder's identity.
- Indicate if the funder has assumed any adverse costs liability, which the tribunal may consider when apportioning arbitration costs.

After the tribunal is formed:

- Third-party funding is disallowed in cases where it might lead to a conflict of interest between the third-party funder and any tribunal member.
- A party entering into a third-party funding arrangement must disclose that fact to all other parties, DIAC and the tribunal.
- The tribunal may consider the presence of any third-party adverse costs liability when allocating the arbitration costs between the parties.

For an overview of third-party funding in international arbitration, see [Practice note, Third-party funding for international arbitration claims: overview](#).

## Post-award

### Correction and interpretation of awards

A party may request the tribunal to interpret the award or correct any clerical, typographical, computational or similar errors by an application to the tribunal within 30 days of receiving the award, with copies to DIAC and the other party (*article 37.1, DIAC Rules*).

If the tribunal deems the request justified, it will, after inviting the other party's comments, provide its interpretation or correction in the form of a supplemental award within 30 days of the request. This action does not re-examine or amend any findings or determinations made in the original award (*article 37.2, DIAC Rules*).

The tribunal can also correct such errors on its own initiative within 30 days after the date of the award (*article 37.3, DIAC Rules*).

### Additional awards

A party can request the tribunal to issue an additional award on claims or counterclaims presented in the arbitration but not addressed in the award by an application to the tribunal within 30 days of receiving the award, with copies to DIAC and the other party. The tribunal must allow the parties an opportunity to be heard and, if it considers the request justified, issue the additional award within 60 days of receipt of the request. (*Article 37.4, DIAC Rules*.)

Any supplemental or additional award is considered part of the original award (*article 37.5, DIAC Rules*).

The tribunal is not entitled to additional fees or expenses for issuing supplemental or additional awards (*article 37.6, DIAC Rules*).

## Challenges to awards

The most common seats for arbitrations registered under DIAC are Dubai (in the UAE mainland) and the DIFC (a financial free zone) (see 2023 Report at page 45). Accordingly, the arbitration laws applicable to the setting aside (or annulment) of arbitral awards for these seats are the Federal Arbitration Law and the DIFC Arbitration Law.

The Federal Arbitration Law and DIFC Arbitration Law share similarities in terms of the grounds and procedures for setting aside arbitral awards because they are both based on the UNCITRAL Model Law.

### UAE Federal Arbitration Law

Article 53(1) of the Federal Arbitration Laws lays out the specific grounds to challenge an arbitral award through an action of setting aside (referred to as annulment), either during a confirmation application or before the "Court", meaning the federal or local court of appeal agreed by all parties or the court with jurisdiction where the arbitration is carried out (*article 1, Federal Arbitration Law*).

To succeed, the challenging party must demonstrate one of the following circumstances:

- Absence or invalidity of the arbitration agreement.
- Incapacity.
- Lack of legal capacity.
- A due process violation.
- Failure to apply chosen law.
- Irregular tribunal composition.
- Procedural irregularities.
- Ruling exceeds the agreed scope.

Further details are set out in article 53(1)(a) to (h) of the Federal Arbitration Law.

The Court can also set aside an award on its own initiative if it finds that:

- The dispute's subject matter cannot be settled by arbitration.
- The award conflicts with public order and morality in the UAE.

Article 54 of the Federal Arbitration Law outlines the conditions and procedures for setting aside an arbitral award:

- The court's decision on an action to set aside is final and appealable only in cassation.

## Procedural steps in a DIAC arbitration (2022 Rules)

- A challenge must be filed within 30 days of the award notification.
- If set aside, the award is nullified wholly or partially, along with any related interpretation.
- The arbitration agreement remains valid unless void or expired.
- Parties can challenge even if they previously waived this right.
- The court may suspend proceedings for up to 60 days to allow the tribunal to amend the award, removing grounds for setting aside while preserving its substance.

### DIFC Arbitration Law

Article 41(1) of the DIFC Arbitration Law provides that recourse against an arbitral award where the seat of arbitration is the DIFC is limited to an application for setting aside, which can only be submitted to the DIFC Court, defined as the court of the DIFC, as established by Dubai law (*schedule 1(C), Defined Terms, DIFC Arbitration Law*).

Under article 41(2)(a), the DIFC court can set aside an award if the challenging party proves any of the following:

- A party was under incapacity.
- The arbitration agreement is invalid under the applicable law.
- The challenging party did not receive proper notice of the arbitrator's appointment or the proceedings, or the challenging party was otherwise unable to present its case.

- The award addresses issues outside the arbitration's scope, though separable parts within the scope may be upheld.
- The tribunal's composition or procedure did not align with the parties' agreement unless the agreement conflicts with a mandatory provision of DIFC Law, defined as a law made by the Ruler, including the DIFC Arbitration Law, applicable in the DIFC (*schedule 1(C), DIFC Arbitration Law*).

Under article 41(2)(b), the DIFC Court may also set aside an award if it finds any of the following:

- The dispute cannot be resolved through arbitration under DIFC Law.
- The dispute is expressly assigned to another body or tribunal for resolution under the DIFC Arbitration Law or any mandatory provision of a different DIFC law.
- The award conflicts with the public policy of the UAE.

Applications to set aside must be filed within three months from the date of award receipt, unless the parties agree to a longer period in writing, or from the date of the tribunal's decision on a request under article 40 (*article 41(3), DIFC Arbitration Law*). The DIFC court can also suspend setting aside proceedings for a period it determines, allowing the tribunal to resume or take corrective action to address the grounds for setting aside (*article 41(4), DIFC Arbitration Law*). For further details on the setting aside process in the DIFC, see article 41(1) to (4) of the DIFC Arbitration Law.

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