

# INTERNATIONAL ARBITRATION IN AFRICA

A comparison  
of arbitration rules



As a leading African law firm, CDH is committed to the promotion of African arbitral institutions and the development of international arbitration on the continent.

**Africa boasts well established, leading international arbitration institutions. Contracting parties, whether public/private or private/private have the choice of a range of institutions.**

African arbitral institutions provide specialised arbitral services for a full range of international disputes.

These institutions are:

- Cairo Regional Centre for International Commercial Arbitration (CRCICA);
- Nairobi Centre for International Arbitration (NCIA);
- Kigali International Arbitration Centre (KIAC);
- Lagos Court of Arbitration (LCA);
- Casablanca International Mediation and Arbitration Centre (CIMAC);
- Arbitration Foundation of Southern Africa International (AFSA INTERNATIONAL); and
- Mauritius International Arbitration Centre (MIAC).

The rules of these arbitral institutions typically apply where contracting parties have agreed to refer disputes arising out of their contract to international arbitration administered by the particular institution. The rules set out the procedural framework for the arbitral proceedings and authorise the arbitral institution to administer the arbitration generally and to assist specifically in selecting arbitrators in particular disputes, resolving challenges in respect of the choice of arbitrators, designating the place of arbitration, fixing the fees payable to the arbitrators and in certain circumstances a review of the arbitrators' awards in an effort to reduce the risk of unenforceability.

A brief overview of the rules follows in part A and part B below:

# PART A

PLACE OF INSTITUTION	CAIRO	NAIROBI	KIGALI	LAGOS
ARBITRAL INSTITUTION	CRCICA	NCIA	KIAC	LCA
INSTITUTION RULES	CRCICA Arbitration Rules, 2011	NCIA Arbitration Rules, 2015	KIAC Arbitration Rules, 2012	LCA Arbitration Rules, 2018
DEFAULT NUMBER OF ARBITRATORS	<b>THREE</b> Unless the parties agree otherwise. <i>(Article 7.1)</i>	<b>ONE</b> Save where it appears to the NCIA that the dispute warrants the appointment of three arbitrators; and Unless the parties agree to three arbitrators. <i>(Rule 7.1 and Rule 7.8)</i>	<b>ONE</b> Save where it appears to the KIAC that the dispute warrants the appointment of three arbitrators; and Unless the parties agree otherwise. <i>(Article 12)</i>	<b>ONE</b> Unless the parties agree otherwise. <i>(Article 8)</i>
APPOINTMENT OF THREE-MEMBER TRIBUNAL IN MULTI-PARTY DISPUTES	Where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall appoint an arbitrator. <i>(Article 10.1)</i>	Where there are multiple claimants or multiple respondents, and where the dispute is to be referred to three arbitrators, the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate an arbitrator for confirmation. <i>(Rule 7.10)</i>	Where there are multiple claimants or multiple respondents and where the dispute is to be referred to three arbitrators, the multiple claimants and the multiple respondents shall jointly nominate an arbitrator for confirmation. <i>(Article 15)</i>	Unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall nominate an arbitrator for confirmation by the president. <i>(Article 11.1)</i>
DEFAULT RESTRICTIONS ON THE NATIONALITY OF ARBITRATORS	In making the appointment of the sole arbitrator, the centre shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties in case they are not of a common nationality. <i>(Article 8.4)</i>	Where parties are of different nationalities, a sole or the chairman of the arbitral tribunal shall not be the same nationality as any party, unless the parties who are not of the same nationality as the proposed arbitrator all agree to the appointment in writing. <i>(Rule 9.1)</i>	In confirming or appointing arbitrators, the centre shall, <i>inter alia</i> , consider the prospective arbitrator's nationality, residence and other relationships with the countries of which the parties or other arbitrators are nationals. <i>(Article 16)</i>	In confirming or appointing an arbitrator, the President of the LCA shall consider the prospective arbitrator's nationality, residence, availability and ability to conduct the arbitration in accordance with the rules. <i>(Article 13.1)</i>
GROUND FOR CHALLENGE OF ARBITRATORS	Justifiable doubts as to impartiality or independence of arbitrator. <i>(Article 13.1)</i>	Justifiable doubts as to impartiality or independence of arbitrator. <i>(Rule 11.1)</i>	Justifiable doubts as to impartiality or independence of arbitrator; or if the arbitrator does not possess any requisite qualification on which the parties have agreed. <i>(Article 17)</i>	Justifiable doubts as to impartiality or independence or availability. <i>(Article 15.1)</i>
TIMING FOR CHALLENGE OF ARBITRATORS	Within 15 days of notification of the appointment of the challenged arbitrator; or within 15 days after the circumstances justifying the challenge became known to that party. <i>(Article 13.3)</i>	Within 15 days of formation of the arbitral tribunal; or on becoming aware of any circumstances that give rise to justifiable doubts as to the arbitrator's impartiality or independence. <i>(Rule 11.3)</i>	Within 14 days of receipt of the notification of the appointment or confirmation of the arbitrator; or within 14 days from the date when the challenging party was informed of the facts and circumstances on which the challenge is based. <i>(Article 18)</i>	Within 15 days of notification of the appointment of the challenged arbitrator; or within 15 days of knowledge of the circumstances giving rise to challenge of arbitrator. <i>(Article 15.4)</i>

PLACE OF INSTITUTION	CAIRO	NAIROBI	KIGALI	LAGOS
<b>JOINDER</b>	<p>The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party, provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties.</p> <p><i>(Article 17.6)</i></p>	<p>A party wishing to join an additional party to the arbitration shall submit to the registrar a request for joinder of the additional party.</p> <p><i>(Rule 16.1)</i></p> <p>An additional party may not be joined after the appointment of any arbitrator, unless all the parties agree otherwise.</p> <p><i>(Rule 16.2)</i></p>	<p>Before appointment or confirmation of arbitrator, a party may submit a request for joinder to the secretariat.</p> <p>No additional party may be joined after the confirmation or appointment of any arbitrator, unless all parties including the additional party otherwise agree.</p> <p><i>(Article 8)</i></p>	<p>The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party, provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties.</p> <p><i>(Article 20.4)</i></p>
<b>CONSOLIDATION</b>	<p>Silent.</p> <p>However, may be permissible under the following general provision:</p> <p>Subject to these rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given an equal and full opportunity of presenting its case.</p> <p><i>(Article 17.1)</i></p> <p>The arbitral tribunal, in exercising its discretion, shall efficiently conduct the proceedings so as to avoid unnecessary delay and expenses that are likely to increase the costs of arbitration in an unjustified manner.</p> <p><i>(Article 17.7)</i></p>	<p>The centre may, at the request of a party, consolidate the arbitration proceedings with other pending arbitration proceedings commenced under these rules or other rules administered by the centre on such terms as may be agreed, where:</p> <p>(a) the parties have agreed to consolidation;</p> <p>(b) all of the claims in the arbitrations are made under the same arbitration agreement; or</p> <p>(c) the claims in the arbitrations are made under more than one arbitration agreement:</p> <p>(i) the arbitrations are between the same parties;</p> <p>(ii) the disputes in the arbitrations arise in connection with the same legal relationship; and</p> <p>(iii) the centre finds the arbitration agreements to be compatible.</p> <p>Unless otherwise agreed by the parties, the arbitrations shall be consolidated into the arbitration that commenced first.</p> <p><i>(Rule 17.1 and 17.2)</i></p>	<p>The centre may, at the request of a party, consolidate two or more arbitrations pending under the rules into a single arbitration, where:</p> <p>(a) the parties have agreed to consolidation; or</p> <p>(b) all of the claims in the arbitrations are made under the same arbitration agreement; or</p> <p>(c) where the claims in the arbitrations are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the centre finds the arbitration agreements to be compatible.</p> <p>In deciding whether to consolidate, the centre may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.</p> <p>When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.</p> <p><i>(Article 11)</i></p>	<p>Silent.</p> <p>However, may be permissible under the following general provision:</p> <p>Subject to these rules, the arbitral tribunal may conduct the arbitration in such a manner as it considers appropriate, provided that the parties are treated equally and that at an appropriate stage of the proceedings each party is given a reasonable opportunity to present its case. The arbitral tribunal, in exercising its discretion, shall conduct the proceedings in a manner that avoids unnecessary delay and expense and provides a fair and efficient process for resolving the parties' dispute.</p> <p><i>(Article 20.1)</i></p>
<b>EXPEDITED PROCEEDINGS</b>	<p>Silent.</p> <p>However, may be permissible to argue for expedited proceedings under the following general provisions:</p> <p>Subject to these rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at an appropriate stage of the proceedings each party is given an equal and full opportunity of presenting its case.</p> <p><i>(Article 17.1)</i></p> <p>The arbitral tribunal, in exercising its discretion, shall efficiently conduct the proceedings so as to avoid unnecessary delay and expenses that are likely to increase the costs of arbitration in an unjustified manner.</p> <p><i>(Article 17.7)</i></p>	<p>In exceptional circumstances or due to an emergency, prior to or on the commencement of the arbitration, a party may apply to the centre for the expedited formation of an arbitral tribunal.</p> <p><i>(Rule 10.1)</i></p> <p>If the registrar accepts the application, the centre may reduce any time limit under the rules for the formation of the arbitral tribunal, including service of the response and of any matters or documents adjudged to be missing from the request for arbitration, but shall not be entitled to reduce any other time limit.</p> <p><i>(Rule 10.5)</i></p>	<p>Silent.</p> <p>However, the rules make provision for the appointment of an emergency arbitrator and the granting of interim or conservatory measures, unless the parties have agreed otherwise.</p> <p><i>(Article 33 and 34)</i></p>	<p>Silent.</p> <p>However, the rules make provision for the appointment of a special measures arbitrator and the granting of urgent, preservative and/or special measures prior to the constitution of an arbitral tribunal by application to the LCA secretariat for such measures.</p> <p><i>(Article 12.1)</i></p>

PLACE OF INSTITUTION	CAIRO	NAIROBI	KIGALI	LAGOS
<b>TERMS OF REFERENCE REQUIRED?</b>	Silent regarding terms of reference between parties and arbitrator.  However, terms of reference required for experts (if any) appointed by the tribunal. <i>(Article 29.1)</i>	Silent as to whether terms of reference are required.  However, provides that:  These rules shall apply to arbitrations where any agreement, submission or reference, whether entered into before or after a dispute has arisen, provides in writing for arbitration under the Nairobi centre for International Arbitration rules or such amended rules as the centre may have adopted to take effect before the commencement of the arbitration. <i>(Rule 3.1)</i>	Yes. <i>(Article 29)</i>  Terms of reference also required for experts (if any) appointed by the arbitral tribunal. <i>(Article 35)</i>	Yes. <i>(Article 21)</i>  Terms of reference also required for experts (if any) appointed by the arbitral tribunal. <i>(Article 31.1)</i>
<b>DEFAULT SEAT</b>	The place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case.  Unless the parties agree otherwise. <i>(Article 18.1)</i>	Nairobi, Kenya.  Unless otherwise agreed by the parties. <i>(Rule 18.1 and 18.2)</i>	Determined by the centre.  Unless the parties agree otherwise. <i>(Article 23)</i>	If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be determined by the secretariat, having regard to the circumstances of the case. <i>(Article 23.1)</i>
<b>PLACE OF HEARING</b>	No restrictions, unless otherwise agreed by the parties. <i>(Article 18.2)</i>	No restrictions.  Subject to the consent of all the parties to the arbitration. <i>(Rule 18.4)</i>	No restrictions. <i>(Article 23)</i>	No restrictions. <i>(Article 23.2)</i>
<b>DEFAULT LANGUAGE OF THE ARBITRATION</b>	In the absence of an agreement by the parties, the arbitral tribunal shall determine the language or languages to be used in the proceedings. <i>(Article 19.1)</i>	The initial language of the arbitration shall be the language of the arbitration agreement, unless the parties have agreed in writing otherwise. <i>(Rule 20.1)</i>	Unless the parties have agreed otherwise, the arbitral tribunal shall determine the language or languages of the arbitration, due regard being given to all relevant circumstances, including the language of the contract. <i>(Article 26)</i>	Unless the parties have agreed otherwise, the arbitral tribunal decides the language to be used in the proceedings. <i>(Article 24.1)</i>
<b>CONFIDENTIALITY THE DEFAULT RULE?</b>	Yes, unless the parties expressly agree in writing to the contrary. <i>(Article 40.1)</i>	Yes, unless the parties expressly agree in writing to the contrary. <i>(Rule 34.1)</i>	Yes, unless all the parties consent in writing to the disclosure of any matter. <i>(Article 48)</i>	Silent.
<b>EMERGENCY ARBITRATOR</b>	Silent.  However, makes provision for the arbitral tribunal to grant interim relief, at the request of a party. <i>(Article 26.1)</i>	Available before the formation of the arbitral tribunal. <i>(Rule 28.1)</i>  The emergency arbitrator provisions shall not apply if the parties have agreed to opt out of the emergency arbitrator provisions. <i>(Rule 28.2)</i>	Available before the constitution of the Arbitral Tribunal. <i>(Article 34)</i>	A party who requires urgent, preservative and/or special measures prior to the constitution of an arbitral tribunal may make an application to the LCA secretariat for such measures and the appointment of a special measures arbitrator. <i>(Article 12.1)</i>

PLACE OF INSTITUTION	CAIRO	NAIROBI	KIGALI	LAGOS
<b>INTERIM RELIEF</b>	The arbitral tribunal may, at the request of a party, grant interim measures. <i>(Article 26.1)</i>	At the request of either party, the arbitral tribunal may order interim measures it deems appropriate. <i>(Rule 27)</i>	Unless the parties have otherwise agreed, as soon as the file has been transmitted to it, the arbitral tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate. <i>(Article 33)</i>	The arbitral tribunal may, at the request of a party, grant interim measures. <i>(Article 28.1)</i>
<b>TIME LIMIT FOR FINAL AWARD (subject to extensions)</b>	Silent.	Three months from the date of close of hearing. <i>(Rule 29.1)</i>	Silent. However, the arbitral tribunal shall submit a draft award to the secretariat within 45 days of the closing of the proceedings unless the secretariat extends this time. <i>(Article 38)</i>	Silent.
<b>PUBLICATION OF REDACTED AWARDS PERMITTED?</b>	No, unless the parties gave prior written consent. <i>(Article 40.3)</i>	No, unless prior written consent is provided by all parties and the arbitral tribunal.	Silent.	Any award may be made public with the consent of all parties.
<b>SCRUTINY OF THE AWARD?</b>	Silent.	Silent.	Silent.	Silent.
<b>CAN AWARD BE CORRECTED OR INTERPRETED?</b>	Yes, within 30 days of receipt of the award by application of a party. <i>(Article 38.1)</i>  The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative. <i>(Article 38.2)</i>	Yes, within 15 days of receipt of an award or such lesser period as may be agreed in writing by the parties. <i>(Rule 30.1)</i>  The arbitral tribunal may also correct an award on its own initiative within 15 days from the date of the award. <i>(Rule 30.4)</i>	Yes, through application by any party within 15 days of receipt of the award.  The arbitral tribunal may also correct an award on its own initiative within 15 days from the date of the award. <i>(Article 40)</i>	Yes, through application by any party within 30 days of receipt of the award. <i>(Article 40.1)</i>  The arbitral tribunal may also correct an award on its own initiative within 30 days from the date of the award. <i>(Article 40.2)</i>
<b>ADMINISTRATION FEE</b>	<i>Ad valorem</i> and determined based on the sum in dispute in terms of CRCICA Table 1 - Administrative Fees. <i>(Article 44.1)</i>	<i>Ad valorem</i> and calculated in terms of Parts 3B or 4B of the rules' First Schedule. <i>(First Schedule – Part 1 – Paragraph 3.1)</i>	<i>Ad valorem</i> and calculated based on the sum in dispute in accordance with Annex I Table (1) of the rules. <i>(Annex I Table (1) of the Rules)</i>	<i>Ad valorem</i> and calculated based on the sum in dispute in accordance with the fees schedule. <i>(Fees Schedule to the Rules)</i>
<b>FEES OF THE TRIBUNAL</b>	<i>Ad valorem</i> based on the sum in dispute in accordance with Tables (2) and (3) of the rules. <i>(Article 45.1)</i>	<i>Ad valorem</i> and calculated in terms of Parts 3A or 4A of the rules' First Schedule. <i>(First Schedule – Part 1 – Paragraph 5.1)</i>	<i>Ad valorem</i> based on the sum in dispute in accordance with Tables (2) and (3) of Annex I to the rules. <i>(Tables (2) and (3) of Annex I to the Rules)</i>	<i>Ad valorem</i> and calculated based on the sum in dispute in accordance with the fees schedule. <i>(Fees Schedule to the Rules)</i>
<b>RESPONSIBILITY FOR LEGAL COSTS</b>	The costs of the arbitration shall in principle be borne by the unsuccessful party. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case. <i>(Article 46.1)</i>	The arbitral tribunal shall, unless the parties otherwise agree in writing, make its orders on both arbitration and legal costs on the general principle that costs shall reflect the parties' relative success or failure in the award or arbitration, except where the arbitral tribunal considers the general principle inappropriate. <i>(Rule 31.7)</i>	The arbitral tribunal shall specify in the final award, the total amount of the costs of the arbitration. Unless the parties have agreed otherwise, the arbitral tribunal shall determine in the award the apportionment of the costs of arbitration among the parties. <i>(Article 42)</i>	The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case. <i>(Article 44.1)</i>

# PART B

PLACE OF INSTITUTION	CASABLANCA	JOHANNESBURG	MAURITIUS
ARBITRAL INSTITUTION	CIMAC	AFSA INTERNATIONAL	MIAC
INSTITUTIONAL RULES	CIMAC Arbitration Rules, 2018	AFSA International Commercial Arbitration Rules, 2017	MIAC Arbitration Rules, 2018
DEFAULT NUMBER OF ARBITRATORS	<b>ONE OR MORE IN AN UNEVEN NUMBER</b> <i>(Article 8.1)</i>	The tribunal shall consist of the number of arbitrators agreed by the parties. <i>(Rule 15.1)</i>  In the absence of an agreement, the secretariat shall, in its discretion, determine the number of arbitrators to appoint. <i>(Rule 15.2)</i>	<b>THREE</b> Unless agreed otherwise by the parties. <i>(Article 7.1)</i>
APPOINTMENT OF THREE-MEMBER TRIBUNAL IN MULTI-PARTY DISPUTES	Subject to any agreement between the parties, the group of claimants jointly, and the group of respondents jointly, will each nominate a co-arbitrator subject to confirmation by the court. <i>(Article 10.4)</i>	Where there are multiple claimants or respondents, the claimants, jointly, and the respondents, jointly, shall nominate an arbitrator. <i>(Rule 16.6.1)</i>	Where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall appoint an arbitrator. <i>(Article 10.1)</i>
DEFAULT RESTRICTIONS ON THE NATIONALITY OF ARBITRATORS	Where the court appoints a sole arbitrator or the president of the arbitral tribunal, he or she shall be of a different nationality from that of the parties, except where the parties are of the same nationality.  However, if it is justified by the circumstances and where none of the parties objects, the sole arbitrator or president of the arbitral tribunal may be a national of the same country as one of the parties. <i>(Article 11.3)</i>	Where the parties are of different nationalities, a sole arbitrator or chairman of the arbitral tribunal shall not be of the same nationality as either of the parties unless the parties agree otherwise. <i>(Rule 18)</i>	The appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties. <i>(Article 6.3)</i>
GROUND FOR CHALLENGE OF ARBITRATORS	Justifiable doubts as to impartiality or independence or any other valid reason. <i>(Article 12.1)</i>	Justifiable doubts as to impartiality or independence. <i>(Rule 19.1)</i>	Justifiable doubts as to impartiality or independence. <i>(Article 12.1)</i>
TIMING FOR CHALLENGE OF ARBITRATORS	Within 30 days of receipt of the notice of appointment of the arbitrator, or within 30 days of the date on which the party making the challenge was informed, or should have known, of the facts and circumstances on which it relies in its challenge, where the date is after the receipt of the aforesaid notice. <i>(Article 12.2)</i>	Within 15 days from the date that the challenging party became aware of the grounds for challenge. <i>(Rule 19.3)</i>	A party that intends to challenge an arbitrator shall send notice of its challenge within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after the circumstances mentioned in Articles 11 and 12 became known to that party. <i>(Article 13.1)</i>
JOINDER	Before any arbitrator has been confirmed or appointed, a request to intervene may be made to the secretariat.  An intervention may be forced (party requests to include a new party in the arbitration) or voluntary (new party requests to join the arbitration). <i>(Article 33.1)</i>  No request for forced intervention may be made after the confirmation or appointment of an arbitrator, unless all parties, including the intervening party, have agreed otherwise. <i>(Article 33.2)</i>	The tribunal may, on the application of a party and after hearing the parties, allow one or more third parties to be joined as a party, provided such third party and the applicant have consented, and make an award in respect of all parties involved in the arbitration. <i>(Rule 14.1 – 14.3)</i>	The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. <i>(Article 17.5)</i>

PLACE OF INSTITUTION	CASABLANCA	JOHANNESBURG	MAURITIUS
<b>CONSOLIDATION</b>	<p>Where an arbitral tribunal has already been constituted, the court may authorise, at the request of one of the parties and after consultation with the parties and the arbitral tribunal, the consolidation of an arbitration that has commenced with one or more arbitrations which are subject to the rules and in which no arbitrator has been confirmed or appointed, if:</p> <p>(a) the parties to the matters have agreed to the consolidation of the proceedings; or</p> <p>(b) a single arbitration agreement has given rise to all claims; or</p> <p>(c) the claims, even though they are made under separate arbitration agreements, involve the same parties, even if they are not identical, and relate to disputes arising out of the same legal relationship between the parties.</p> <p><i>(Article 32.1)</i></p>	<p>On receipt of the notice to commence arbitration and where it is clear that there are two or more claims which involve the same parties and have a question of law or fact in common and are the subject of separate arbitration agreements or the same agreement but have been referred to arbitration separately and are the subject of arbitration under the rules, the secretariat may, after consultation with the parties, include the claims contained in the notice to commence arbitration in the pending proceedings or may defer the decision to the tribunal to be decided by it in terms of Rule 12.</p> <p><i>(Rule 14.1)</i></p> <p>Where two or more claims which involve the same (and no other) parties and have a question of law or fact in common and are the subject of separate arbitration agreements and are the subject of arbitration proceedings under the rules, the tribunal may, after hearing the parties:</p> <p>(a) assume jurisdiction over, and hear and determine together, all or part of the claims; or</p> <p>(b) assume jurisdiction over and hear and determine one or more of the claims, the determination of which it believes would assist in the resolution of the others.</p> <p><i>(Rule 14.2)</i></p>	Silent.
<b>EXPEDITED PROCEEDINGS</b>	<p>By derogation from the standard procedure described in the rules, and subject to a contrary agreement by the parties, the court may decide to opt for a faster procedure known as the "expedited procedure".</p> <p>The choice of the expedited procedure may in particular be justified where the amounts in dispute do not exceed the equivalent of €200,000 or by any other circumstances of the dispute.</p> <p>This possibility is only available for disputes made under an arbitration agreement signed after the entry into force of the present rules.</p> <p><i>(Article 43.1)</i></p>	<p>On or after the commencement of the arbitration, any party may apply in writing, copied to all other parties, for the expedited formation of the tribunal including the appointment of any replacement arbitrator when appropriate which writing shall set out fully the grounds for exceptional urgency and the secretariat may, in its entire discretion, adjust any time limit under the rules in order to give effect thereto.</p> <p><i>(Rule 16.8)</i></p>	<p>Silent.</p> <p>However, may be permissible under the following general provision:</p> <p>Subject to these rules, the arbitral tribunal may conduct the arbitration in such a manner as it considers appropriate, provided that the parties are treated equally and that at an appropriate stage of the proceedings each party is given a reasonable opportunity to present its case. The arbitral tribunal, in exercising its discretion, shall conduct the proceedings in a manner that avoids unnecessary delay and expense and provides a fair and efficient process for resolving the parties' dispute.</p> <p><i>(Article 17.1)</i></p>
<b>TERMS OF REFERENCE REQUIRED?</b>	Silent.	<p>Silent regarding terms of reference between parties and arbitrator.</p> <p>However, terms of reference required for experts (if any) appointed by the arbitral tribunal.</p> <p><i>(Article 34.1)</i></p>	<p>Silent regarding terms of reference between parties and arbitrator.</p> <p>However, terms of reference required for experts (if any) appointed by the arbitral tribunal.</p> <p><i>(Article 29.1)</i></p>
<b>DEFAULT SEAT</b>	<p>In the absence of an agreement by the parties, the seat of arbitration shall be Casablanca in Morocco.</p> <p>The above is subject to any circumstances that the court may take into account in choosing another more appropriate seat of arbitration.</p> <p><i>(Article 17.1)</i></p>	<p>In the absence of agreement between the parties, the seat of the arbitration shall be determined by the secretariat.</p> <p><i>(Rule 26.2)</i></p>	<p>In the absence of an agreement between the parties, the seat of arbitration shall be Mauritius.</p> <p><i>(Article 18.1)</i></p>
<b>PLACE OF HEARING</b>	<p>No restrictions.</p> <p><i>(Article 17.2)</i></p>	<p>No restrictions.</p> <p><i>(Rule 26.3)</i></p>	<p>No restrictions.</p> <p><i>(Article 18.2)</i></p>



PLACE OF INSTITUTION	CASABLANCA	JOHANNESBURG	MAURITIUS
<b>DEFAULT LANGUAGE OF THE ARBITRATION</b>	In the absence of an agreement between the parties on the language of the arbitration (whether in the arbitration agreement or in a separate instrument concluded subsequently), the court shall determine the language of the arbitration based on the circumstances of the case, from the following four languages: (a) French; (b) Arabic; (c) English; and (d) Spanish. <i>(Article 17.4)</i>	Unless otherwise agreed, the language of the arbitration shall initially be the language of the arbitration agreement. Upon formation of the tribunal and unless the parties have reached agreement in that respect, the tribunal shall decide upon the language of the arbitration after having afforded the parties an opportunity to submit comments. <i>(Rule 27.1)</i>	Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the statement of claim, the statement of defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.  The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal. <i>(Article 19.1 – 19.2)</i>
<b>CONFIDENTIALITY THE DEFAULT RULE?</b>	Unless otherwise agreed by the parties, the arbitration proceedings are confidential. <i>(Article 44)</i>	Hearings shall be held in private unless the parties agree otherwise, or the tribunal so directs for compelling reasons and after consultation with the parties and with due regard for the protection of proprietary or privileged information and confidentiality. <i>(Rule 32.7)</i>	Silent.
<b>EMERGENCY ARBITRATOR</b>	Silent.	Silent.	Silent.  However, makes provision for the arbitral tribunal to grant interim relief, at the request of a party. <i>(Article 26.1)</i>
<b>INTERIM RELIEF</b>	Unless the parties agree to the contrary, the arbitral tribunal may, upon its constitution and at the request of one of the parties, order any interim or conservatory measures it deems appropriate. <i>(Article 21.1)</i>	The tribunal may, on the application of any party, make interim or conservatory orders and may determine and direct that any of the parties claiming relief in the arbitration provide security for the costs of the arbitration. <i>(Rule 33.1)</i>	The arbitral tribunal may, at the request of a party, grant interim measures. <i>(Article 26.1)</i>
<b>TIME LIMIT FOR FINAL AWARD (subject to extensions)</b>	The arbitral tribunal shall submit a draft award to the secretariat within three months of the date of the closing of the proceedings. <i>(Article 34.1)</i>	Silent.	Silent.
<b>PUBLICATION OF REDACTED AWARDS PERMITTED?</b>	Silent.	Silent.	An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority. <i>(Article 34.5)</i>
<b>SCRUTINY OF THE AWARD?</b>	Silent.	Silent.	Silent.

PLACE OF INSTITUTION	CASABLANCA	JOHANNESBURG	MAURITIUS
<b>CAN AWARD BE CORRECTED OR INTERPRETED?</b>	Yes, within 30 days of the notification of the award to the parties. <i>(Article 39.2)</i>  The arbitral tribunal may also interpret its award or correct any material error of its own motion. <i>(Article 39.1)</i>	Yes, within 30 days of receipt of the award, either at the request of a party or at the tribunal's own initiative. <i>(Rule 43.1 – 43.2)</i>	Yes, within 30 days of receipt of the award, either at the request of a party or at the tribunal's own initiative. <i>(Article 38.1 – 38.2)</i>
<b>ADMINISTRATION FEE</b>	<i>Ad valorem</i> and determined based on the sum in dispute in terms of the rules' fees and costs table.	Where the secretariat accepts a request for arbitration, it must invoice both the claimant and the respondent with the tariff administration fee set out in Schedule 2 and such fees fall payable within 14 days of invoicing and are non-refundable. <i>(Rule 10.4)</i>	Silent.
<b>FEES OF THE TRIBUNAL</b>	<i>Ad valorem</i> and determined based on the sum in dispute in terms of the rules' fees and costs table.	Determined by the tribunal. <i>(Rule 42.3)</i>	Determined by the tribunal. <i>(Article 40.2)</i>
<b>RESPONSIBILITY FOR LEGAL COSTS</b>	The arbitral tribunal has the sole discretion regarding the allocation of costs. <i>(Article 37.3)</i>	The tribunal decides allocation between the parties. <i>(Rule 42.2)</i>	Unsuccessful party or parties responsible for costs unless the tribunal decides otherwise. <i>(Article 42.1)</i>

## LIST OF AFRICAN ARBITRAL INSTITUTIONS

### CAIRO, EGYPT

The CRCICA is based in Cairo, Egypt and is an independent non-profit international organization established in 1979 under the auspices of the Asian African Legal Consultative Organization. For more information about the CRICA see <https://crica.org>.

#### The CRCICA can be contacted as follows:

Physical address: 1 Al-Saleh Ayoub Street  
11211 Zamalek  
Cairo, Egypt

Landline: +20 2 2735 1333/5/7

Facsimile: +20 2 2735 1336

Email address: [info@crica.org](mailto:info@crica.org)

### NAIROBI, KENYA

The NCIA is based in Nairobi, Kenya and was established in 2013 by the International Arbitration Act, No 26 of 2013 as a centre for the promotion of international commercial arbitration and other alternative forms of dispute resolution. For more information about the NCIA see <https://ncia.or.ke/>.

#### The NCIA can be contacted as follows:

Physical address: Co-operative Bank House, 8th Floor  
Haile Selassie Avenue  
Nairobi, Kenya

Postal address: P.O BOX 548-00200

Landline: +254 020 222 4029

Facsimile: +254 771 293 055

Email address: [info@ncia.or.ke](mailto:info@ncia.or.ke)

### KIGALI, RWANDA

The KIAC is based in Kigali, Rwanda and is an independent body established by an act of Parliament in 2011 under the auspices of the Rwanda Private Sector Federation and The Government of Rwanda. For more information on KIAC see [www.kiac.org.rw](http://www.kiac.org.rw).

#### The KIAC can be contacted as follows:

Physical address: Nyarutarama,  
KG 9 Avenue  
No 66  
Kigali, Rwanda

Postal address: PO BOX 695

Landline: +250 78 831 6099

Email address: [info@kiac.org.rw](mailto:info@kiac.org.rw)

### **LAGOS, NIGERIA**

The LCA is based within the International Centre for Arbitration and ADR, Lagos, Nigeria and was established on 9 November 2012 under the Lagos Court of Arbitration Law, No 17 of 2009. For more information on the LCA see <https://www.lca.org.ng/>.

#### **The LCA can be contacted as follows:**

Physical address: 1A, Remi Olowude Street  
2nd Roundabout, Lekki-Epe

Expressway

Okunde Bluewater Scheme  
Lekki Peninsula Phase 1  
Lagos, Nigeria

Landline: +234 080 948 04504, 080 948 04506

Email address: [info@lca.org.ng](mailto:info@lca.org.ng)

### **CASABLANCA, MOROCCO**

The CIMAC is based in Casablanca, Morocco and was established in 2014. For more information on CIMAC see <http://cimac.ma/>.

#### **The CIMAC can be contacted as follows:**

Physical address: Angle avenue Tilleuls and Apricot Alley

Hippodrome  
Casablanca, Morocco

Landline: +212 052 284 9000

Facsimile: +212 052 030 0382

Email address: [contact@cimac.ma](mailto:contact@cimac.ma)

### **JOHANNESBURG, SOUTH AFRICA**

The AFSA INTERNATIONAL is based in Johannesburg, South Africa and was founded in 1996 as a joint venture between organised business and the legal and accounting professions. For more information see <http://www.arbitration.co.za/>.

#### **The AFSA International can be contacted as follows:**

Physical address: 1st Floor,  
Grindrod Tower  
8A Protea Place, Sandton  
Johannesburg, South Africa

Landline: +27 11 320 0600

Facsimile: +27 11 320 0533

Email address: [info@arbitration.co.za](mailto:info@arbitration.co.za)

### **MAURITIUS**

The MIAC is based in Mauritius and commenced operations on 27 July 2018, with a particular focus on disputes in and with relation to Africa. For more information see <https://www.miac.mu/>.

#### **The MIAC can be contacted as follows:**

Physical address: Level 3, Unit B3  
Cyber Tower 1  
Cybercity  
Ebène 72201  
Republic of Mauritius

Landline: +230 467 3030

Facsimile: +230 467 3031

Email address: [info@miac.mu](mailto:info@miac.mu)

## OUR TEAM

For more information about our International Arbitration sector and services in South Africa and Kenya, please contact:



**Rishaban Moodley**

Practice Head & Director:  
Dispute Resolution  
Sector Head:  
Gambling & Regulatory Compliance  
T +27 (0)11 562 1666  
E rishaban.moodley@cdhlegal.com



**Tim Fletcher**

Chairperson  
Director: Dispute Resolution  
T +27 (0)11 562 1061  
E tim.fletcher@cdhlegal.com



**Timothy Baker**

Director:  
Dispute Resolution  
T +27 (0)21 481 6308  
E timothy.baker@cdhlegal.com



**Jackwell Feris**

Sector Head: Industrials, Manufacturing & Trade  
Director: Dispute Resolution  
T +27 (0)11 562 1825  
E jackwell.feris@cdhlegal.com



**Belinda Scriba**

Director: Dispute Resolution  
T +27 (0)21 405 6139  
E belinda.scriba@cdhlegal.com



**Tim Smit**

Joint Sector Head:  
Consumer Goods, Services & Retail  
Director: Dispute Resolution  
T +27 (0)11 562 1085  
E tim.smit@cdhlegal.com

**BBBEE STATUS:** LEVEL ONE CONTRIBUTOR

Our BBBEE verification is one of several components of our transformation strategy and we continue to seek ways of improving it in a meaningful manner.

**PLEASE NOTE**

This information is published for general information purposes and is not intended to constitute legal advice. Specialist legal advice should always be sought in relation to any particular situation. Cliffe Dekker Hofmeyr will accept no responsibility for any actions taken or not taken on the basis of this publication.

**JOHANNESBURG**

1 Protea Place, Sandton, Johannesburg, 2196. Private Bag X40, Benmore, 2010, South Africa.

Dx 154 Randburg and Dx 42 Johannesburg.

T +27 (0)11 562 1000 F +27 (0)11 562 1111 E [jhb@cdhlegal.com](mailto:jhb@cdhlegal.com)

**CAPE TOWN**

11 Buitengracht Street, Cape Town, 8001. PO Box 695, Cape Town, 8000, South Africa. Dx 5 Cape Town.

T +27 (0)21 481 6300 F +27 (0)21 481 6388 E [ctn@cdhlegal.com](mailto:ctn@cdhlegal.com)

**NAIROBI**

Merchant Square, 3<sup>rd</sup> floor, Block D, Riverside Drive, Nairobi, Kenya. P.O. Box 22602-00505, Nairobi, Kenya.

T +254 731 086 649 | +254 204 409 918 | +254 710 560 114

E [cdhkenya@cdhlegal.com](mailto:cdhkenya@cdhlegal.com)

**STELLENBOSCH**

14 Louw Street, Stellenbosch Central, Stellenbosch, 7600.

T +27 (0)21 481 6400 E [cdh Stellenbosch@cdhlegal.com](mailto:cdh Stellenbosch@cdhlegal.com)

©2024 7573/FEB