
CHAMBERS GLOBAL PRACTICE GUIDES

International Arbitration 2026

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UAE: Law and Practice

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Mayer Brown



Law and Practice

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Mayer Brown and its international arbitration team has extensive experience in representing clients in complex, high-value disputes across the Middle East and globally. In the UAE, the firm's Dubai-based disputes lawyers combine regional knowledge with the strength of a global arbitration platform, working closely with colleagues in key arbitral centres including London, Paris, Singapore and New York. It regularly advises on disputes connected to major projects and investments across the Middle East, including in the UAE, Saudi Arabia, Qatar, Kuwait, Iraq, Egypt,

Lebanon and other regional markets. The firm's experience includes arbitrations under leading institutional rules, including the ICC, LCIA, ICSID, UNCITRAL and DIAC. Mayer Brown's lawyers represent clients across a wide variety of industries, including construction, energy, finance, insurance, life sciences, M&A/joint venture disputes, mining, real estate, environment, IP, telecommunications, maritime and aerospace. The team also includes Arabic-speaking arbitration lawyers in Dubai, London and Paris.

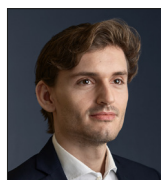
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1. General

1.1 Prevalence of Arbitration

International arbitration is one of the principal methods of resolving disputes in the UAE for both domestic and international parties, and is firmly integrated into the jurisdiction's dispute resolution architecture. This is reflected in:

- the UAE's comprehensive arbitral legal framework;
- the establishment of leading arbitral institutions within it; and
- its growing status as an enforcement-friendly jurisdiction.

Legal Framework

The applicable arbitral legal framework in the UAE differs depending on whether the proceedings are seated onshore or offshore (ie, in a freezone such as the Dubai International Financial Centre (DIFC) or the Abu Dhabi Global Market (ADGM)). The key legislation is set out as follows:

- onshore: Federal Law No 6 of 2018 (as amended) (the "UAE Arbitration Law");
- offshore (DIFC): DIFC Arbitration Law No 1 of 2008 (as amended) (the "DIFC Arbitration Law"); and

- offshore (ADGM): the ADGM Arbitration Regulations 2015 (as amended) (the "ADGM Arbitration Regulations").

The choice of the DIFC or ADGM as the seat of the arbitration is increasingly popular, given they adopt a common law system of jurisprudence – which affords greater predictability in terms of precedent. By contrast, onshore UAE follows a civil law system.

Article 20 of the DIAC 2022 Rules and Article 22 (2) of the ArbitrateAD 2024 Rules respectively designate the DIFC and ADGM as the default seat in the absence of party agreement, though onshore seats remain common (51% of the Dubai International Arbitration Centre (DIAC)'s 2024 caseload was seated in onshore Dubai (DIAC Annual Report 2024, p 51)).

Arbitral Institutions

There are two leading arbitral institutions in the UAE:

- DIAC; and
- the Abu Dhabi International Arbitration Centre (branded as ArbitrateAD).

Their rules are based on modern international arbitration principles, including party autonomy, separability of the arbitration agreement and limited court inter-

vention – balanced with court support for the arbitral process.

Their popularity is evident in their caseload statistics. DIAC registered 262 cases in 2024 (DIAC Annual Report 2024, p 48). The abolition of the DIFC-LCIA has naturally increased DIAC's caseload (see **1.3 Arbitration Institutions**). Of the 262 cases, 65% were brought on the basis of a DIAC arbitration agreement, with 26% being on the basis of a DIFC-LCIA arbitration agreement (DIAC Annual Report 2024, p 48). Equally, ArbitrateAD's inaugural biennial report covering the period from 2024 to 2026 has recorded a 38% increase in cases since its first year of operation (ArbitrateAD inaugural report, p 26).

For completeness, there are also other arbitral institutions operating in the UAE. This includes the Sharjah International Commercial Arbitration Centre and the Ras Al Khaimah Commercial Arbitration Centre. The Saudi Centre for Commercial Arbitration (SCCA) and International Chamber of Commerce (ICC) courts have also opened case management offices in the DIFC and ADGM, respectively.

Enforcement

The UAE is widely regarded as being an enforcement-friendly jurisdiction. It ratified the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention"), and incorporated it into its domestic legal framework via Federal Decree No 43 of 2006. This allows foreign awards to be enforced in the relevant onshore and/or offshore forum – subject to limited grounds for annulment or refusal.

1.2 Key Industries

The key industries for international arbitration in the UAE are those that generate high-value, technically complex or cross-border commercial disputes. In practice, this includes the following.

- Construction, infrastructure and real estate: the UAE's project economy – including major development, transport and utilities projects – produces a multitude of high-value, technically complex disputes involving delay, variations, defects, prolongation costs and termination. This constitutes

approximately 58% of DIAC's caseload and 68% of ArbitrateAD's caseload (DIAC Annual Report 2024, p 28; ArbitrateAD inaugural report, p 27).

- Energy and natural resources: this is another key sector, particularly given Abu Dhabi's role in oil and gas activities and the wider region's cross-border trade activities in relation to such commodities. This constitutes approximately 10% of DIAC's caseload (DIAC Annual Report 2024, p 28).
- Shipping and international trade: the UAE is strategically positioned for regional trading and transport. Disputes typically arise out of international sale contracts, distribution agreements, charter-parties, freight, port services – and, most recently, supply-chain disruption given the surrounding conflict in the region.
- Other key sectors include consumer goods, insurance, intellectual property, and banking and finance (the latter accounting for 4% of DIAC's caseload (DIAC Annual Report 2024, p 28)).

Arbitration is attractive in these sectors for several reasons, including:

- confidentiality and neutrality of the process (particularly important where government-related entities are involved);
- the ability to select a tribunal with relevant expertise; and
- cross-border enforceability of arbitral awards (see **12. Enforcement of an Award**).

1.3 Arbitration Institutions

DIAC and ArbitrateAD are the two leading arbitral institutions in the UAE. They have earned a firm reputation as being neutral, modern and innovative centres for dispute resolution (see **1.1 Prevalence of Arbitration**).

Further, their establishment illustrates the UAE's progression from being a jurisdiction primarily used for the enforcement of foreign arbitral awards to being a regional arbitration hub in its own right – with Dubai and Abu Dhabi each offering institutional options capable of supporting both domestic and international disputes.

DIAC was originally established in 1994 as the Centre for Commercial Conciliation and Arbitration by the

Dubai Chamber of Commerce and Industry. It was renamed the Dubai International Arbitration Centre by Dubai Decree No 10 of 2004. Following the abolition of the DIFC-LCIA Arbitration Centre by Dubai Decree No 34 of 2021, DIAC was restructured, gained independence from Dubai Chambers, and absorbed the DIFC-LCIA Arbitration Centre and the Emirates Maritime Arbitration Centre (EMAC). All DIFC-LCIA and EMAC cases have since been transferred to DIAC pursuant to Dubai Decree No 34 of 2021, whereby references to “DIFC-LCIA” are to be read as references to “DIAC” in arbitration agreements (*Narciso v Nash* (ARB 009/2024), DIFC Court of First Instance (20 June 2024)).

ArbitrateAD was launched in 2024, replacing the former Abu Dhabi Commercial Conciliation and Arbitration Centre (ADCCAC). DIAC handles a much larger caseload, although ArbitrateAD continues to gain prominence since its establishment (see **1.1 Prevalence of Arbitration**). UAE-based disputes are also often administered by the ICC and LCIA.

No new arbitral institutions have been established in the UAE in the last 12 months.

1.4 National Courts

Judicial Tribunal for Resolving Jurisdictional Conflicts Between the DIFC Courts and the Dubai Courts

A distinctive feature of the dispute resolution landscape in the UAE is the Judicial Tribunal for Resolving Jurisdictional Conflicts between the DIFC Courts and the Dubai Courts (JCT). Established by Decree No 19 of 2016, the JCT was created to address jurisdictional complexities arising from the coexistence of the onshore Dubai courts and the DIFC courts, each operating under separate legal frameworks. The JCT serves as the ultimate arbiter of jurisdictional disputes between these two judicial bodies, including conflicts concerning the enforcement of arbitral awards and supervisory jurisdiction over arbitration proceedings. Its decisions are final and binding on both court systems.

Onshore/Offshore Courts

All onshore and offshore courts can hear disputes related to international and/or domestic arbitrations.

The courts play a supportive and supervisory role in international arbitration (see **4.3 Court Intervention** and **6.2 Role of Courts**) and enforce both local and foreign arbitral awards (see **12. Enforcement of an Award**). The key enforcement provisions are set out at Articles 52 and 55 of the UAE Arbitration Law, Articles 42 to 44 of the DIFC Arbitration Law and Articles 55 and 56 of the ADGM Arbitration Regulations. In particular, the following applies.

- Onshore: the onshore courts have specialised circuits and judges trained to deal with arbitration-related matters. In Dubai, these matters are dealt with by the Court of Appeal. In Abu Dhabi, the competent court is the Abu Dhabi Court of First Instance (Commercial Division) and Abu Dhabi Court of Appeal, with further recourse to the respective Court of Cassation. They are civil law courts, operating in Arabic.
- Offshore: the DIFC and ADGM courts have dedicated arbitration divisions. They are common law courts, operating in English.

2. Governing Legislation

2.1 Governing Law

The UAE has a dual judicial system: onshore (civil law) and offshore (common law, differing by freezone – eg, DIFC or ADGM). However, all applicable arbitral legal frameworks are based on the UNCITRAL Model Law on International Commercial Arbitration of 1985, as amended in 2006 (the “UNCITRAL Model Law”), with some differences.

The key differences between the UAE Arbitration Law and the UNCITRAL Model Law are as follows.

Specific Authority (Article 4)

The signatory of an arbitration agreement must have express authority (eg, typically through the articles of association or a power of attorney) to enter into arbitration on behalf of a company. This is a heightened threshold, consistent with the UAE’s regard for arbitration as an exceptional method of resolving disputes, displacing the local courts of their primary jurisdiction. There is no such requirement in the UNCITRAL Model Law.

Confidentiality (Article 33 (1))

The status of arbitral proceedings as being confidential is expressly stated, whereas there is no such provision in the UNCITRAL Model Law.

Time Limits to Challenge (Article 54 (2))

An annulment or challenge action must be filed within 30 days of receiving the award – a significantly shorter window than the three-month limit provided for by the UNCITRAL Model Law.

Annulment Grounds (Article 53)

The grounds for refusing the recognition and enforcement of arbitral awards are wider than those set out in the UNCITRAL Model Law – particularly in relation to public policy and due process. For instance, an award may be annulled:

- if it fails to apply the law agreed by the parties to govern the substance of the dispute;
- where the time limit for rendering the award has expired; or
- where the proceedings are “tainted by nullity” affecting the award.

There are no equivalent provisions in the UNCITRAL Model Law.

Enforcement (Article 55)

The enforcement requirements are more onerous under the UAE Arbitration Law. Parties must submit an original award or certified copy, the arbitration agreement, a certified Arabic translation (if applicable) and a copy of the minutes of deposit. The Chief Justice must issue an enforcement order within 60 days, unless annulment grounds under Article 53 are found. By contrast, the UNCITRAL Model Law requires only the original award or a copy and (if applicable) a translation.

Interim Measures

Unlike the UNCITRAL Model Law, there are no pre-conditions for the requesting party to satisfy before a tribunal grants interim measures (see 6.2 Role of Courts).

There are also some divergences between the DIFC Arbitration Law, the ADGM Arbitration Regulations and

the UNCITRAL Model Law. These principally relate to confidentiality provisions and interim measures. On confidentiality, the UNCITRAL Model Law is entirely silent (see 9.1 Extent of Confidentiality for a comparison with the DIFC Arbitration Law and the ADGM Arbitration Regulations). On interim measures, both regimes confer broader court powers than the Model Law contemplates. Under Article 15 of the DIFC Arbitration Law, the DIFC courts may grant interim relief in support of arbitrations seated outside the DIFC where the measure must be taken within the DIFC. Section 31 of the ADGM Regulations gives the ADGM courts the power to grant interim measures before or during arbitration – even if the parties agree otherwise.

2.2 Changes to National Law

There have been no changes to the UAE Arbitration Law, DIFC Arbitration Law or ADGM Arbitration Regulations in the past year. However, four developments are worth mentioning.

First, the UAE government has recently issued Federal Decree Law No 25/2025 promulgating the new UAE Civil Transactions Law (the “New Civil Code”). The New Civil Code took effect on 1 June 2026 and introduces important changes affecting commercial relationships – including provisions on force majeure, exceptional circumstances, muqawala (construction) contracts, contract formation and interpretation, and compensation and damages. These issues are likely to feature in international arbitration disputes, particularly given the conflict in the region.

Second, DIFC Law No 2 of 2025 (the new “DIFC Courts Law”), entered into force on 14 March 2025. It codifies the DIFC courts’ exclusive jurisdiction to hear claims for the ratification or recognition of arbitral awards (Articles 14 (A)(5)–(6)) and gives statutory effect to the DIFC courts’ power to grant interim and precautionary measures.

Third, the DIFC has recently launched a consultation on proposed amendments to the DIFC Arbitration Law. This is intended to introduce significant reforms in relation to tribunal powers, summary determination, security for costs, emergency arbitrators and a new mediation framework.

Fourth, on 4 August 2025, the Federal and Local Judicial Principles Unification Authority issued Decision No (1) of 2025, settling a long-standing conflict on whether an arbitral award must be signed on every page. It established that a signature on the final page suffices, and that the absence of signatures on prior pages does not warrant annulment or non-enforcement.

3. The Arbitration Agreement

3.1 Enforceability

Generally, for an arbitration agreement to be enforceable, it must be made in writing by a natural or legal person with capacity. Otherwise, the arbitration agreement will be found to be null and void. There is some nuance, however, as follows.

Onshore

Article 7 (2) of the UAE Arbitration Law sets out circumstances in which the writing requirement is met, including where the agreement is contained in a document signed by the parties. Further, Article 4 requires the signatory to have express authority to bind the company to arbitration (see **2.1 Governing Law**). Article 61 (2) of the UAE Civil Procedure Code (Federal Decree Law No 42 of 2022) additionally provides that an attorney may not submit proceedings to arbitration without special authorisation.

Another distinctive feature of onshore UAE arbitration law is the treatment of unilateral (or asymmetric) arbitration clauses. In a significant ruling on 29 October 2024, the Dubai Court of Cassation (Case No 735 of 2024 (Commercial)) held that a unilateral option to arbitrate – whereby only one party has the discretion to elect between arbitration and litigation – does not constitute a valid arbitration agreement under UAE law.

Offshore

The DIFC Arbitration Law and ADGM Arbitration Regulations are flexible on the form – the requirement that an arbitration agreement be in writing is satisfied if the content is recorded in electronic communications if the communication is accessible for subsequent reference.

3.2 Arbitrability

The general approach in the UAE, both onshore and offshore, is that matters pertaining to public policy are not arbitrable. This includes:

- criminal matters;
- family and personal status matters; and
- bankruptcy and insolvency matters.

However, the test is different in the relevant jurisdictions. Onshore, arbitrability is governed by Article 4 (2) of the UAE Arbitration Law and the concept of “reconcilability” under UAE federal law. In the DIFC and ADGM, arbitrability is determined by reference to the law of the respective freezone, not UAE federal law – and neither the DIFC Arbitration Law nor the ADGM Regulations contain a prescriptive list of non-arbitrable matters, instead leaving the question to be assessed on a case-by-case basis.

3.3 National Courts’ Approach

Valid arbitration agreements are usually enforced by courts in the UAE (both onshore and offshore), given the country’s growing reputation as an arbitration-friendly jurisdiction (see **3.1 Enforceability** and **5.5 Breach of Arbitration Agreement**).

In terms of determining the law governing the arbitration agreement, the rules differ depending on the jurisdiction.

- Onshore: the UAE Arbitration Law does not contain an express conflict-of-laws rule. The validity of the arbitration agreement is assessed by reference to the law chosen by the parties or, failing that, UAE law.
- Offshore (DIFC): the Court of First Instance has ruled that the law of the arbitral seat governs the arbitration agreement, even where the main contract is subject to a different governing law (*Oswin v (1) Otila (2) Ondray* [2025] DIFC ARB 032 (16 September 2025)).
- Offshore (ADGM): when assessing the validity of an arbitration agreement in the enforcement context, the ADGM Regulations refer to the law chosen by the parties or, failing that, the law of the ADGM (Section 62 (1)(a)(i)).

3.4 Validity

The UAE (both onshore and offshore) applies the rule of separability to arbitration clauses, such that a valid arbitration clause will be considered so even if the contract in which it is contained is found to be invalid. However, where the contract is found to be invalid for public policy reasons or the signatory's lack of capacity or authority, the arbitration agreement will also be invalid.

4. The Arbitral Tribunal

4.1 Limits on Selection

Both the onshore and offshore regimes recognise party autonomy in selecting arbitrators. Under the UAE Arbitration Law, the DIFC Arbitration Law and the ADGM Arbitration Regulations 2015, the parties may agree on the number of arbitrators and the appointment procedure. This autonomy is nevertheless subject to the following limits.

- The tribunal must comprise an odd number, failing which the arbitration is null (Article 9 of the UAE Arbitration Law; Article 16 of the DIFC Arbitration Law; Section 18 of the ADGM Arbitration Regulations).
- Onshore, Article 10 (as amended by Federal Decree-Law No 15 of 2023) also requires an arbitrator to be a natural person of full legal capacity, without a disqualifying conviction, and not a member of the governing body of the administering institution. Article 10 bis (added by Federal Decree Law No 15 of 2023) creates a limited exception: parties may appoint an arbitrator from among the governing bodies of the administering institution, provided strict conditions are met (including a dedicated governance framework, written consent of both parties, a cap of five cases per year, and the arbitrator not serving as chair).
- Every arbitrator must also be, and remain, independent and impartial (see 4.5 Arbitrator Requirements).
- While there is no nationality or gender requirement in the onshore and offshore legislation, institutional rules commonly provide that a sole arbitrator or chair should not share a party's nationality in the absence of an agreement (eg, see Article 11 of

the DIAC 2022 Rules; Article 13 of the ArbitrationAD 2024 Rules).

4.2 Default Procedures

Each framework provides a default mechanism, with the relevant institution or court intervening where the parties' method fails.

- Onshore: under Article 11 of the UAE Arbitration Law, for a sole arbitrator the "Relevant Authority" (the administering institution or, failing that, the court) appoints if the parties do not agree within 15 days of a written request. For a three-member tribunal, each party appoints one arbitrator and the two appointees select the chair; the Relevant Authority appoints if a party fails to appoint within 15 days or the co-arbitrators fail to agree the chair within 15 days. Article 13 allows the court to step in where the agreed procedure otherwise breaks down.
- Offshore: Article 17 of the DIFC Arbitration Law and Section 19 of the ADGM Arbitration Regulations contain materially similar rules, with 30-day periods and the DIFC Court of First Instance, the ADGM court or the administering institution (as the case may be) appointing as a last resort.

In multiparty cases, the multiple claimants and the multiple respondents must each jointly nominate an arbitrator – failing agreement, the institution or court appoints on their behalf and may constitute the entire tribunal (see Article 11 of the UAE Arbitration Law; Article 17 of the DIFC Arbitration Law; Section 19 of the ADGM Arbitration Regulations; Article 12 of the DIAC 2022 Rules; Article 13 of the ArbitrationAD 2024 Rules).

4.3 Court Intervention

The courts can intervene to constitute the tribunal where the parties, the co-arbitrators or the appointing authority (typically, the arbitration institution) fail to agree or act.

Onshore

Under Articles 11 and 13 of the UAE Arbitration Law, the relevant local or federal Court of Appeal completes the appointment on a party's request, having regard to the agreed and statutory qualifications and to secur-

ing an independent and impartial arbitrator, and may ask a UAE institution for a list of specialists. A decision appointing an arbitrator is final, though a refusal to appoint may be challenged.

Offshore

The DIFC Court of First Instance (Article 17 of the DIFC Arbitration Law) and the ADGM Court (Section 19 of the ADGM Arbitration Regulations) play the same role, having regard to any agreed qualifications and to appointing a sole or third arbitrator of neutral nationality. Their appointment decisions likewise cannot be appealed.

4.4 Challenge and Removal of Arbitrators

An arbitrator may be challenged or removed only where circumstances give rise to justifiable or serious doubts as to impartiality or independence, or where the arbitrator lacks the qualifications agreed by the parties or required by law (see Article 14 of the UAE Arbitration Law; Article 18 of the DIFC Arbitration Law; Section 20 of the ADGM Arbitration Regulations).

A party may not challenge an arbitrator it appointed except on grounds arising after the appointment, and strict time limits apply.

- Onshore: under Article 15 of the UAE Arbitration Law, a challenge must be made in writing within 15 days of becoming aware of the constitution of the tribunal or of the relevant circumstance. If the arbitrator does not withdraw and the other party does not agree to the challenge within 15 days, the requesting party may refer the matter to the Relevant Authority, which must decide within ten days by a final and unappealable decision.
- Offshore: under Article 19 of the DIFC Arbitration Law, a party has 15 days to put the challenge to the tribunal and, if it is rejected, 30 days to ask the DIFC Court of First Instance to decide; while in the ADGM, Section 21 allows 30 days, with the administering institution or, failing that, the court deciding.

Where a challenge is upheld, the arbitrator's mandate terminates. In institutional arbitration, the institution appoints a replacement in accordance with its rules. In ad hoc arbitration, the parties follow the

original appointment procedure; if that fails, the court appoints. The replacement arbitrator may, in consultation with the parties, decide whether to repeat any procedural steps.

4.5 Arbitrator Requirements

Independence and impartiality are mandatory and continuing requirements.

- Onshore: Article 10 of the UAE Arbitration Law requires a nominee to disclose in writing any circumstances likely to raise doubts as to their impartiality or independence, both on appointment and throughout, and disqualifies arbitrators lacking independence or impartiality, lacking capacity or holding a position within the administering institution's governing bodies, subject to the exception in Article 10 bis (see 4.1 Limits on Selection).
- Offshore: Article 18 of the DIFC Arbitration Law and Section 20 of the ADGM Arbitration Regulations impose the same disclosure obligation.

The institutional rules supplement this legislative framework: under Article 14 of the DIAC 2022 Rules and Article 15 of the ArbitrateAD 2024 Rules, a prospective arbitrator must sign a statement of acceptance, availability, impartiality and independence and is subject to a continuing duty of disclosure. The institution may decline an unsuitable nominee.

5. Jurisdiction

5.1 Challenges to Jurisdiction

Competence-competence is firmly established both onshore and offshore: the tribunal may rule on its own jurisdiction, including objections to the existence, validity or scope of the arbitration agreement, either as a preliminary question or in the final award (see Article 19 of the UAE Arbitration Law; Article 23 of the DIFC Arbitration Law; Section 25 of the ADGM Arbitration Regulations).

This is reinforced by separability (see 3.4 Validity), meaning that a challenge to the validity of the underlying contract does not of itself deprive the tribunal of jurisdiction. The institutional rules are to the same

effect (see Article 6 of the DIAC 2022 Rules; Article 8 of the ArbitrationAD 2024 Rules).

5.2 Circumstances for Court Intervention

The court's role in addressing issues of jurisdiction is limited and arises where the tribunal has upheld its jurisdiction as a preliminary matter.

- Onshore: Article 19 (2) of the UAE Arbitration Law allows a party, within 15 days of notice of such a ruling, to ask the court to decide the question; the court must rule within 30 days, its decision is not subject to appeal, and the arbitration is stayed unless the tribunal continues the arbitration at a party's request.
- Offshore: the position is similar in the DIFC and ADGM. Under Article 23 (3) of the DIFC Arbitration Law, a party may refer a positive preliminary ruling to the DIFC Court of First Instance within 30 days, and Section 27 of the ADGM Arbitration Regulations allows the ADGM court to determine a preliminary point of jurisdiction, but no express time limit is prescribed for such an application.

The courts are generally supportive and reluctant to intervene; review is confined to cases where the tribunal has accepted jurisdiction.

5.3 Timing of Challenge

Recourse to the court to challenge the jurisdiction of the tribunal is available in two circumstances:

- after the tribunal has issued a positive ruling on jurisdiction (see 5.2 Circumstances for Court Intervention); and
- where the tribunal has not issued a positive preliminary ruling on jurisdiction, a party must await the final award and raise the point when resisting recognition and enforcement or in set-aside proceedings (within 30 days onshore or three months offshore – see 11.1 Grounds for Appeal).

5.4 Standard of Judicial Review for Jurisdiction/Admissibility

None of the statutes expressly states the standard of review for jurisdiction and admissibility. However, the onshore and offshore legislation asks the court to “decide” jurisdiction rather than merely review the

tribunal's reasoning, suggesting a de novo determination (see Article 19 (2) of the UAE Arbitration Law; Article 23 (3) of the DIFC Arbitration Law; Section 27 of the ADGM Arbitration Regulations). The courts do not review the merits.

In general, courts do not review questions of admissibility, such as contractual preconditions to arbitrate, which are for the tribunals, not the courts (see, for instance, Dubai Court of Cassation Case No 1514 of 2022).

5.5 Breach of Arbitration Agreement

Where a party sues in breach of an arbitration agreement, the court must decline to hear the claim if the defendant invokes the agreement before any defence on the merits, unless the agreement is null and void, inoperative or incapable of being performed (see Article 8 of the UAE Arbitration Law; Article 13 of the DIFC Arbitration Law; Section 16 of the ADGM Arbitration Regulations). The offshore courts (DIFC and ADGM) may also grant anti-suit injunctions to restrain a party from commencing or continuing court proceedings brought in breach of an arbitration agreement. A party that engages with the merits is treated as having waived the agreement and submitted to the court.

5.6 Jurisdiction Over Third Parties

Arbitration in the UAE is consensual. A tribunal can in principle only exercise jurisdiction over a person that is itself a party to the arbitration agreement – there is no UAE law doctrine permitting jurisdiction over true non-signatories:

- onshore – Article 22 of the UAE Arbitration Law permits joinder or intervention only where the third party is bound by the arbitration agreement, after all parties have been heard;
- ADGM – Section 39 of the ADGM Arbitration Regulations similarly allows joinder where the additional party is a party to the agreement or has consented in writing; and
- DIFC – the DIFC Arbitration Law is silent and leaves the matter to the institutional rules.

The institutional rules permit joinder where the additional party is prima facie bound or all parties consent (see Article 9 of the DIAC 2022 Rules; Article 11 of the

Arbitration Rules). These rules draw no distinction between domestic and foreign third parties.

6. Preliminary and Interim Relief

6.1 Types of Relief

Tribunals seated in the UAE may grant interim and preliminary relief, which is binding and enforceable through the courts (see Article 21 of the UAE Arbitration Law; Article 24 of the DIFC Arbitration Law; Section 28 of the ADGM Arbitration Regulations).

Article 21 of the UAE Arbitration Law does not impose preconditions on the requesting party before interim relief may be granted onshore (see **2.1 Governing Law**). By contrast, the DIFC Arbitration Law (Article 24 (1)(c)) and the ADGM Arbitration Regulations (Section 28.3) require the applicant to demonstrate that harm not adequately reparable by damages is likely and that there is a reasonable possibility of success on the merits.

Available relief typically includes orders to:

- maintain or restore the status quo;
- prevent current or imminent harm or prejudice to the arbitral process;
- preserve assets against which a future award may be satisfied;
- preserve evidence; and
- secure goods forming part of the subject matter.

The tribunal may require security and may modify, suspend or terminate the measure.

6.2 Role of Courts

Courts can exercise their powers to order preliminary or interim relief concurrently with the tribunal.

Onshore

Article 18 of the UAE Arbitration Law empowers the President of the relevant Court of Appeal to order interim or precautionary measures before or during the arbitration, at the request of a party or the tribunal; such an application neither stays the arbitration nor waives the agreement. Tribunal-ordered measures may be enforced by the court under Article 21 (4). Arti-

cle 18 does not expressly distinguish between domestic and foreign-seated arbitrations. However, the UAE Arbitration Law itself applies to onshore-UAE seated arbitrations, suggesting that the powers under Article 18 cannot be exercised in respect of foreign-seated arbitrations.

Offshore

The DIFC and ADGM courts have the same interim powers as in litigation (Article 24 (3) of the DIFC Arbitration Law; Section 31 of the ADGM Arbitration Regulations), including in aid of foreign-seated arbitrations. In the ADGM, these powers extend even where no seat is designated or the measure is sought against a non-party.

The onshore and offshore frameworks establish no procedure in respect of emergency arbitrators, though the ADGM expressly recognises the concept (Section 3 (b) of the ADGM Arbitration Regulations).

The availability of emergency arbitration depends on the chosen arbitration rules. The DIAC 2022 Rules (Appendix II) and the Arbitration Rules (Article 35) provide for appointment of an emergency arbitrator, typically within one day, whose decisions take the form of a binding order or award subject to later reconsideration by the tribunal. The appointment does not oust the courts' jurisdiction to grant or enforce interim relief.

6.3 Security for Costs

The tribunal may order security for costs:

- onshore – Article 21 (2) of the UAE Arbitration Law allows the tribunal to require security from the party seeking an interim measure, and it is generally considered that it may also order security for costs as a standalone measure;
- ADGM – Section 29 of the ADGM Arbitration Regulations expressly empowers the tribunal to order a claimant to provide security for the costs of the arbitration; and
- DIFC – under Article 24 of the DIFC Arbitration Law, the tribunal may order security in connection with an interim measure, including for another party's costs.

The institutional rules also confirm the tribunal's powers to order security in connection with an interim measure (eg, see DIAC 2022 Rules (Appendix II); ArbitrateAD 2024 Rules (Article 34 (3))).

The courts may also order security in the exercise of their interim-measures powers (see Article 18 of the UAE Arbitration Law; Article 24 (3) of the DIFC Arbitration Law; Section 31 of the ADGM Arbitration Regulations).

7. Procedure

7.1 Governing Rules

As set out in **1.1 Prevalence of Arbitration**, the laws governing the procedure of the arbitration will depend on the applicable legal framework. These contain provisions on various aspects of the arbitral process – including the constitution of the tribunal, pleadings, and expert and witness evidence. Under Article 23 of the UAE Arbitration Law, Article 26 of the DIFC Arbitration Law and Section 34 of the ADGM Arbitration Regulations, if the parties do not agree on procedure, the tribunal may conduct the proceedings as it considers appropriate.

The procedure will also be governed by the institutional rules chosen by the parties (eg, the DIAC 2022 Rules or the ArbitrateAD 2024 Rules). For ad hoc proceedings, the parties and tribunal determine the applicable rules.

7.2 Procedural Steps

The applicable legal frameworks give the parties considerable freedom to agree the arbitral procedure, with the key procedural requirements differing between the onshore and offshore regimes.

- Onshore – the UAE Arbitration Law requires:
 - (a) proper notice, equal treatment of the parties;
 - (b) an opportunity for each party to present its case; and
 - (c) observance of the agreed procedure and compliance with the statutory rules on tribunal appointment, challenge, jurisdictional objections, hearings, evidence and awards.

- Offshore – the DIFC Arbitration Law and ADGM Arbitration Regulations likewise give deference to the parties – with party autonomy being a key, underpinning principle. Both offshore jurisdictions nevertheless mandate equal treatment and a fair or reasonable opportunity for each party to present its case.

7.3 Powers and Duties of Arbitrators

The applicable onshore and offshore laws provide the tribunal with various procedural duties and case management powers. In broad terms, arbitrators must:

- act fairly;
- remain within their jurisdiction;
- conduct the proceedings in accordance with the parties' agreement, mandatory law and confidentiality obligations;
- avoid undue delay;
- disclose any conflicts; and
- issue an enforceable award in the required form and within the prescribed time limit.

They also have powers to determine procedure, rule on jurisdiction, manage evidence, grant interim measures (where permitted) and decide the substance of the dispute.

The relevant provisions supporting the powers and duties set out above are found at the following:

- onshore – UAE Arbitration Law Articles 10, 19, 21, 23, 26, 32, 33, 38, 41, 42 and 44;
- offshore – DIFC Arbitration Law Articles 14, 18, 23, 24, 25, 26 (2), 32, 35 and 36; and
- offshore – ADGM Arbitration Regulations Sections 20, 24, 28, 33, 34, 37, 44, 46, 47 and 49.

7.4 Legal Representatives

The requirements for legal representatives are specific to the applicable legal framework.

Onshore

The UAE Arbitration Law does not impose a general requirement that party representatives must be UAE-qualified advocates or lawyers. Under Article 33 (4), parties may appoint legal experts and legal representatives, including lawyers and others, to represent

them before the tribunal. The tribunal may require proof of the representatives' authority.

Offshore (DIFC)

The DIFC Arbitration Law is silent on these points. However, legal representatives are required to be registered on the DIFC Courts Register of Practitioners to appear before the DIFC courts for matters relating to an arbitration (eg, interim measures or enforcement matters).

Offshore (ADGM)

The requirements for proceedings seated within the ADGM are more explicit. Schedule 1, Section 3 (p) defines a "Party Representative" broadly as any person who appears in an arbitration and makes submissions, arguments or representations to the tribunal on behalf of that party, whether or not that person holds a legal qualification or is admitted to practise law in any jurisdiction.

8. Evidence

8.1 Collection and Submission of Evidence

Pleading Stage

The applicable legal framework, the parties' agreed procedure and/or institutional rules usually determine how evidence is collected and submitted. In practice, pleadings are commonly accompanied by the key documents on which each party relies, and further document production is available if ordered by the tribunal or provided for under the applicable rules.

Disclosure Stage

There is no automatic right to broad discovery or disclosure under any of the three statutes. Onshore UAE follows a civil law system, which does not favour extensive document production. However, the tribunal has discretion under Article 33 of the UAE Arbitration Law, Article 26 of the DIFC Arbitration Law and Section 34 of the ADGM Arbitration Regulations to determine the procedures and methods for exchanging evidence, including document production.

Typically, arbitral proceedings also adopt, or use for guidance, the IBA Rules on the Taking of Evidence in International Arbitration. In that case, document pro-

duction follows the structured "Redfern Schedule" request-and-objection process, with the tribunal ruling on contested requests based on relevance, materiality and proportionality.

Privilege

The UAE Arbitration Law, the DIFC Arbitration Law and the ADGM Arbitration Regulations do not contain express provisions on legal privilege. Onshore, communications with licensed UAE advocates are protected by confidentiality. This, however, does not apply to in-house counsel. Offshore, the DIFC and ADGM courts apply common law principles, which afford broader recognition of legal professional privilege. Where the IBA Rules are adopted, Article 9.2 (b) provides a framework for the tribunal to assess claims of privilege.

Hearing Stage

The tribunal decides whether to hold oral hearings or proceed on a documents-only basis. Witnesses and experts may be heard and cross-examined at hearings, under Article 34 of the UAE Arbitration Law, Article 29 of the DIFC Arbitration Law and Section 43 of the ADGM Arbitration Regulations.

The tribunal, or a party with tribunal approval, may also seek court assistance in the taking of evidence (see Article 36 of the UAE Arbitration Law; Article 30 of the DIFC Arbitration Law; Section 48 of the ADGM Arbitration Regulations).

8.2 Rules of Evidence

For onshore arbitral proceedings, Articles 1 and 2 of Federal Decree by Law No 35 of 2022 set out the fundamental principle that the burden of proof rests on the claimant. The claimant must prove their claim, while the respondent is responsible for disproving it. Article 33 (7) of the UAE Arbitration Law gives tribunals broad discretion to determine the rules of evidence – this includes, for instance, the IBA Rules on the Taking of Evidence (see 8.1 Collection and Submission of Evidence).

In offshore proceedings, the rules of evidence are governed by party autonomy and broad tribunal discretion. Under Article 26 of the DIFC Arbitration Law and Section 34 of the ADGM Arbitration Regulations,

parties are free to agree on procedure, and the tribunal has express power to determine the admissibility, relevance, materiality and weight of evidence.

The rules of evidence are otherwise typically set out in the institutional rules adopted by the parties. For instance, under the DIAC 2022 Rules, Article 25 sets out various provisions relating to burden of proof and evidence, with the key principle being that “each party shall have the burden of proving the facts relied on to support its claim or defence”. The ArbitrateAD 2024 Rules contain equivalent provisions at Article 31.

8.3 Powers of Compulsion

The tribunal can manage evidence and has broad discretion to order parties to produce documents, make witnesses available, and respond to questions. A party’s failure to comply may result in adverse inferences being drawn against that party. However, coercive powers against non-parties – and sanctions for non-compliance by witnesses – generally require court assistance.

Onshore

Article 36 of the UAE Arbitration Law is the key provision. The tribunal may, on its own initiative or at a party’s request, seek assistance from the competent court to obtain evidence. The court may:

- order witnesses to appear before the tribunal to give oral testimony;
- order the submission of documents or other evidentiary materials;
- impose penalties on a witness who fails to attend or refuses to testify without justification;
- order a third party to produce documents in its possession that are necessary to decide the dispute; and
- issue judicial delegation orders.

Offshore (DIFC)

The specific court-assistance provision is Article 34 of the DIFC Arbitration Law. It provides that the tribunal, or a party with the tribunal’s approval, may request assistance from the DIFC court in taking evidence, and that the DIFC court may execute the request within its competence and according to its own rules on taking evidence.

Offshore (ADGM)

Section 48 of the ADGM Arbitration Regulations provides a clear court-assistance mechanism. The tribunal, or a party with tribunal approval, may request assistance from the ADGM court or another competent court in taking evidence, including examination of witnesses orally or in writing, production of documents, inspection/preservation/custody of property, and sampling or experiments. The court may execute the request within its competence and according to its own rules on taking evidence.

9. Confidentiality

9.1 Extent of Confidentiality

Proceedings in the UAE are confidential under all applicable legal frameworks, meaning that information in arbitral proceedings cannot be disclosed in subsequent proceedings:

- onshore – as set out in **2.1 Governing Law**, Article 33 (1) of the UAE Arbitration Law preserves the confidentiality of the arbitration proceedings, unless otherwise agreed by the parties; and
- offshore – likewise, Article 14 of the DIFC Arbitration Law and Section 45 of the ADGM Arbitration Regulations also provide for such confidentiality, with a further exception in the event that publication is required in legal proceedings.

The confidentiality obligation extends to all information relating to the arbitral proceedings, including pleadings, submissions, evidence, procedural orders and awards.

The institutional rules supplement the statutory confidentiality framework (see, for instance, Article 47 of the ArbitrateAD 2024 Rules; Article 40 of the DIAC 2022 Rules).

10. The Award

10.1 Legal Requirements

An arbitral award must comply with several legal requirements.

Onshore

Article 41 of the UAE Arbitration Law requires an award:

- to be in writing and signed (where there is more than one arbitrator, the majority's signatures suffice, with reasons stated for any omission);
- to be reasoned, unless the parties agree otherwise or the applicable law does not require it; and
- to record the names, nationalities and addresses of the parties and arbitrators, the arbitration agreement, a summary of submissions, the operative part, and the date and seat.

The award is deemed made at the seat regardless of where or how (including electronically) it is signed. It is no longer required that arbitrators sign every page of an award (see Decision No 1 of 2025 of the Federal-Local Judicial Principles Unification Authority, dated 4 August 2025).

Offshore

Article 38 of the DIFC Arbitration Law and Section 55 of the ADGM Arbitration Regulations impose substantially the same requirements, with the ADGM expressly validating electronic signature and delivery.

There are different time limits on delivery of the award onshore and offshore:

- onshore – in the absence of an agreement, the award must be issued within six months of the first hearing, extendable by the tribunal for a further six months (and further by the parties or the court); and
- offshore – the DIFC and ADGM laws impose no statutory time limit, although the institutional rules do (for example, the ArbitrateAD 2024 Rules require the award on the merits within nine months of the first case management conference, while the DIAC 2022 Rules require the final award to be issued within six months from the transmission of the file to the tribunal, and these time limits can be extended).

10.2 Types of Remedies

Available remedies are primarily governed by the substantive law chosen by the parties (see Article

37 of the UAE Arbitration Law; Article 35 of the DIFC Arbitration Law; Section 49 of the ADGM Arbitration Regulations).

The tribunal may grant any remedy permitted by that law. The ADGM Arbitration Regulations are the most explicit: Section 51 provides a non-exhaustive list of declaratory relief, including payment of a sum in any currency, and the same powers as the court to order a party to do or refrain from doing something, to order specific performance (other than of a contract relating to land) and to order the rectification, setting-aside or cancellation of a document. The UAE Arbitration Law and the DIFC Arbitration Law do not have express remedies provisions.

The principal limits are UAE public policy and arbitrability. An award that conflicts with public policy or concerns a non-arbitrable subject matter can be set aside by the court of its own motion (Article 53 (2) of the UAE Arbitration Law) or denied recognition (see Article 44 of the DIFC Arbitration Law; Section 61 of the ADGM Arbitration Regulations).

10.3 Recovering Interest and Legal Costs

Under the onshore and offshore regimes, tribunals have broad powers to allocate and apportion costs. In practice, arbitral tribunals adopt the principle that costs follow the event and, where permissible, award costs to the successful party.

Whether a party may recover its legal costs differs between the onshore and offshore regimes.

- Onshore: Article 46 of the UAE Arbitration Law empowers the tribunal to allocate the costs of the arbitration. The Dubai Court of Cassation has repeatedly held that the parties' legal representatives' fees are not recoverable unless the parties have expressly agreed otherwise (such agreement can be demonstrated by the parties agreeing to institutional rules that permit the recoverability of legal costs).
- Offshore: the DIFC Arbitration Law (Article 38) and the ADGM Arbitration Regulations (Section 55) treat the successful party's reasonable legal costs as recoverable, like the institutional rules (Article 36

of the DIAC 2022 Rules; Article 50 of the Arbitration AD 2024 Rules).

Regarding interest, the position differs as well.

- Onshore and offshore (DIFC only): the UAE Arbitration Law and the DIFC Arbitration Law are silent on interest, leaving it to the parties' agreement or the applicable substantive law.
- Offshore (ADGM): Section 52 of the ADGM Arbitration Regulations expressly allows simple or compound interest, pre- and post-award. Any award of interest remains subject to UAE public policy.

11. Review of an Award

11.1 Grounds for Appeal

There is no appeal on the merits under any UAE framework.

Parties may seek correction, interpretation or an additional award (Articles 49 to 51 of the UAE Arbitration Law; Article 40 of the DIFC Arbitration Law; Section 57 of the ADGM Arbitration Regulations).

The parties can also apply to set aside (annul) the award on limited, defined grounds, as follows.

Onshore

The Article 53 grounds include:

- the absence, invalidity or lapse of the arbitration agreement;
- a party's incapacity or lack of the special authority required to arbitrate;
- a breach of due process;
- the tribunal's failure to apply the chosen law;
- improper constitution of the tribunal;
- the proceedings being vitiated in a way affecting the award, or the award being made out of time; and
- the award exceeding the scope of the arbitration (severable).

These grounds also apply to interim or partial awards. The court will also annul of its own motion where the

subject matter is not arbitrable or the award conflicts with UAE public policy.

Offshore

Article 41 of the DIFC Arbitration Law and Section 58 of the ADGM Arbitration Regulations adopt grounds substantially similar to the UNCITRAL Model Law. Unlike the onshore regime, the offshore laws do not include failure to apply the chosen substantive law or issuance of the award out of time as separate grounds for setting aside. The DIFC Arbitration Law additionally mandates setting aside where the dispute is expressly referred to a different body or tribunal.

Appeal Procedure

The procedure for appealing an arbitral award depends on the regime.

- Onshore: the annulment action is brought before the competent Court of Appeal within 30 days of notification, with the decision final subject only to cassation. Filing does not automatically stay enforcement, though the court may stay on serious grounds (Articles 54 and 56 of the UAE Arbitration Law).
- Offshore: an application to set aside is the exclusive recourse and must be made within three months of receipt of the award to the DIFC court (Article 41 of the DIFC Arbitration Law) or to the ADGM court (Section 58 of the ADGM Arbitration Regulations), as applicable.

11.2 Excluding/Expanding the Scope of Appeal

Under both the onshore and offshore regimes, the set-aside grounds are exhaustive. Parties cannot agree to expand the grounds for setting aside beyond those provided by the applicable law. In relation to waiver, the position differs between the different regimes.

- Onshore: Article 54 (5) of the UAE Arbitration Law expressly provides that a waiver of the right to bring an annulment action made before the award is issued does not prevent a party from subsequently bringing such an action.
- DIFC: the DIFC Arbitration Law is silent on whether parties can waive the right to set aside an award. Unlike the UAE Arbitration Law, there is no express

provision rendering pre-award waivers ineffective. This suggests that such waivers could be valid, but the position has not yet been tested by the DIFC courts.

- ADGM: Section 59 of the ADGM Arbitration Regulations expressly permits parties, by agreement, to waive the right to set aside the award, fully or for specified grounds. Even so, under Section 59 (2), such an award may still be denied recognition or enforcement within the ADGM on the grounds set out in Section 61 (non-arbitrability or conflict with UAE public policy).

Post-award waiver may occur by failing to bring a set-aside application within the applicable time limit (30 days onshore, three months offshore – see **11.1 Grounds for Appeal**) or by express waiver after receiving the award.

11.3 Standard of Judicial Review

There is no review of the merits. An action to set aside, or to resist enforcement of, an award is not an appeal. The court confines itself to the limited grounds in Article 53 of the UAE Arbitration Law (and the equivalents in Article 41 of the DIFC Arbitration Law and Section 58 of the ADGM Arbitration Regulations). It will not re-examine the tribunal's findings of fact, assessment of evidence or application of the law. The standard on the merits is therefore deferential rather than de novo.

12. Enforcement of an Award

12.1 New York Convention

The UAE acceded to the New York Convention, without any reservations, by Federal Decree No 43 of 2006 (in force from 21 August 2006), giving the New York Convention the force of domestic law. Foreign awards are recognised and enforced subject only to the limited grounds for refusal in Article V.

The offshore regimes give effect to the New York Convention in the same way: the DIFC Arbitration Law (Article 42) and the ADGM Arbitration Regulations (Part 4) provide for the recognition and enforcement of New York Convention awards and require compliance with any applicable enforcement treaty.

The UAE is also party to:

- the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, which allows for ICSID awards to be directly enforceable as final judgments in each contracting state (Article 54);
- the Gulf Cooperation Council Convention for the Enforcement of Judgments (the “GCC Convention”), Letters Rogatory and Judicial Notices, which provides for mutual enforcement of arbitral awards among GCC member states in the same manner as judicial judgments (Article 12); and
- the Riyadh Arab Agreement for Judicial Cooperation, which facilitates recognition and enforcement of arbitral awards across Arab League member states (Article 37).

12.2 Enforcement Procedure

The procedures and standards for enforcement differ between the onshore and offshore regimes, although the UAE, DIFC and ADGM courts are each generally supportive of the recognition and enforcement of arbitral awards.

- Onshore: an application to enforce is made to the President of the competent Court of Appeal (or a delegated judge), supported by the award, the arbitration agreement and an Arabic translation where required. The enforcement order must be issued within 60 days, unless a ground for annulment is established, and is subject to appeal within 30 days (see Articles 55 and 57 of the UAE Arbitration Law).
- Offshore: recognition and enforcement are sought from the DIFC court (Article 42 of the DIFC Arbitration Law) or the ADGM court (Section 61 of the ADGM Arbitration Regulations). Unlike the onshore regime, neither the DIFC Arbitration Law nor the ADGM Arbitration Regulations prescribe a mandatory timeframe for the court to determine an enforcement application. Once recognised, the award is enforced as if it were a judgment of that court.

An award that has been annulled or suspended at the seat is, in principle, unlikely to be enforced, as this is a recognised ground for refusal (Article V(1)(e))

of the New York Convention; Article 44 of the DIFC Arbitration Law; Section 62 of the ADGM Arbitration Regulations).

Where set-aside proceedings are pending at the seat, the courts may adjourn or stay enforcement and order security (see Article 44 (2) of the DIFC Arbitration Law; Section 62 of the ADGM Arbitration Regulations; Article 56 of the UAE Arbitration Law). In practice, the courts tend to await the determination of the court of the seat.

There is no free-standing defence of sovereign immunity at recognition, although immunity can present obstacles at execution. For instance:

- public property of the State or any emirate may not be attached, regardless of any contractual waiver (Article 242 of Federal Decree-Law No 42 of 2022); and
- the assets of the ruler and government of Dubai may not be seized, and a judgment against the government of Dubai must be enforced through the Attorney General and the Director of the Diwan (Dubai Law No 3 of 1996, as amended).

12.3 Approach of the Courts

The UAE, DIFC and ADGM courts are generally supportive of recognition and enforcement of arbitration awards. The burden lies on the party resisting enforcement to establish a statutory ground (see **11.1 Grounds for Appeal** for the grounds and procedure), and the courts will not re-open the merits (see **11.3 Standard of Judicial Review**).

- Onshore: recognition and refusal are assessed by domestic standards, increasingly informed by international public policy where not incompatible with UAE public policy. Public policy is construed narrowly – only matters genuinely touching public order (such as Sharia principles), rather than the parties’ private interests, may justify refusing enforcement on that ground.
- Offshore: the DIFC and ADGM courts take the same narrow approach, recognising and enforcing awards subject only to the limited grounds in Article 44 of the DIFC Arbitration Law and Section 62 of the ADGM Arbitration Regulations, which include

refusal where enforcement would be contrary to the public policy of the UAE.

13. Miscellaneous

13.1 Class Action or Group Arbitration

There is no class action regime in the UAE. However:

- Article 22 of the UAE Arbitration Law permits tribunals to join third parties to an arbitration, provided they are bound to the underlying arbitration agreement; and
- Article 9 of the ArbitrateAD 2024 Rules provides for multiple parties bringing claims against one another, prior to the constitution of the tribunal.

13.2 Ethical Codes

The relevant ethical codes and professional standards in the UAE are primarily set out in Federal Law No 23 of 1991 (the “Advocates Law”) and Cabinet Decision No 9 of 2025 (the Code of Ethics for the Legal and Legal Consultation Profession) (the “Code”).

The enforcement of these rules depends on the emirate. In Dubai, the Dubai Legal Affairs Department (DLAD) regulates and enforces additional conduct and licensing standards for lawyers practising in the emirate.

There are no specific rules applicable to arbitrators. However, in addition to the institutional rules and/or the rules arising under the law of the seat, international arbitral proceedings in the region are typically also guided by the IBA Rules.

13.3 Third-Party Funding

The UAE Arbitration Law and the DIFC Arbitration Law are silent on third-party funding. However, Section 37 of the ADGM Arbitration Regulations requires a party to notify all other parties, and the tribunal, of the existence of a third-party funding agreement.

There are also applicable institutional rules under:

- Article 22 of the DIAC 2022 Rules; and
- Article 28 of the ArbitrateAD 2024 Rules.

Both provisions require the disclosure of a third-party funding agreement.

13.4 Consolidation

The UAE Arbitration Law and the DIFC Arbitration Law are silent on consolidation. However, there are such rules within the ADGM – Section 38 of the ADGM Arbitration Regulations allows for consolidation if all parties agree. The ADGM court orders the consolidation – but it has no power to do so in the absence of a party agreement.

There are also applicable institutional rules under:

- Article 8 of the DIAC 2022 Rules; and
- Article 12 of the ArbitrateAD 2024 Rules.

Both provisions allow for consolidation where all parties agree, or subject to certain conditions (differing depending on whether the proceedings involve the same or multiple arbitration agreements). The DIAC Arbitration Court and ArbitrateAD Court of Arbitration order consolidation.

13.5 Binding of Third Parties

Third parties can be bound by an arbitration agreement only if they are party to it. Equally, an award will only be binding on a third party if that third party was a party to the arbitration – and, therefore, the arbitration agreement.

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