

Decree No. (11) of 2007
Approving the
Arbitration Rules of the
Dubai International Arbitration Centre¹

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (2) of 1975 Establishing the Dubai Chamber of Commerce and Industry and its amendments;

Decree No. (2) of 1994 Approving the Rules of Commercial Conciliation and Arbitration of the Dubai Chamber of Commerce and Industry;

Decree No. (10) of 2004 Establishing the Dubai International Arbitration Centre; and

The Draft Arbitration Rules of the Dubai International Arbitration Centre attached hereto,

Do hereby issue this Decree.

Article (1)

The Arbitration Rules of the Dubai International Arbitration Centre attached to this Decree are hereby approved.

Article (2)

The Rules of Commercial Conciliation and Arbitration of the Dubai Chamber of Commerce and Industry approved pursuant to the above-mentioned Decree No. (2) of 1994 are hereby repealed. Any provision in any other legislation will also be repealed to the extent that it contradicts the provisions of this Decree.

Article (3)

This Decree will be published in the Official Gazette and will come into force on the day on which it is published.

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¹Every effort has been made to produce an accurate and complete English version of this legislation. However, for the purpose of its interpretation and application, reference must be made to the original Arabic text. In case of conflict, the Arabic text will prevail.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 6 May 2007
Corresponding to 19 Rabi al-Thani 1428 A.H.

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Arbitration Rules of the Dubai International Arbitration Centre

Introductory Provisions

Definitions

Article (1)

1. The following words and expressions will have the meaning indicated opposite each of them unless the context implies otherwise:

DIAC:	The Dubai International Arbitration Centre.
Rules:	The Arbitration Rules of the Dubai International Arbitration Centre.
Arbitration Agreement:	An agreement in writing by parties to submit to arbitration a dispute which has arisen or which may arise between them. An Arbitration Agreement may be in the form of an arbitration clause or in the form of a separate agreement.
Claimant:	The party initiating arbitration.
Respondent:	The party against whom arbitration is initiated, as named in the Request for Arbitration.
Tribunal:	The arbitral tribunal, which means a sole arbitrator, or all arbitrators where more than one (1) arbitrator is appointed.
Executive Committee:	The Executive Committee of DIAC.
Administrator:	The Director of DIAC.
Costs of Arbitration Appendix:	The provisions attached to these Rules, which provide for the fees and costs of arbitration.

2. Words used in singular include the plural and vice versa, as the context may require. Words such as 'claimant', 'respondent', 'arbitrator', 'representative', and 'party' will be construed as gender-neutral.

Scope of Application

Article (2)

1. Where parties agree in writing to submit their future or existing disputes to arbitration under the DIAC Rules, they will be deemed to have submitted to arbitration in accordance with these Rules, being those in effect on the date of

commencement of the arbitration proceedings or such amended rules as may be adopted hereafter, unless they expressly agree to submit to the Rules in effect on the date of their Arbitration Agreement.

2. These Rules will govern arbitration and will be deemed as supplementary to any agreement in writing referred to in paragraph (1) of this Article (2), except that where any of these Rules are in conflict with any provision of the law applicable to the arbitration, from which the parties cannot derogate, that provision will prevail.

Written Notifications or Communications and Time Limits

Article (3)

1. All communications from any party or arbitrator to DIAC will be addressed to the Administrator.
2. Until such time as a Tribunal is constituted, any notification, document, or other communication from any party to DIAC must be sent in a number of copies equal to the number required to provide one (1) copy for each arbitrator, for the other party(ies), and for DIAC.
3. After notification of the parties by DIAC of the constitution of the Tribunal, all communications between the Tribunal and the parties will take place directly between them, with simultaneous copies to DIAC.
4. For the purpose of these Rules, all notifications, statements, and other communications, as well as all documents attached thereto will be directed to the addresses of the parties provided by them to DIAC and will be deemed duly served if physically delivered to the addressee, or his representative, at his habitual residence; his place of business; his mailing address; or, if none of these can be reached after making the necessary inquiry, his last known residence or place of business.
5. A notification or communication must be in writing and must be delivered by registered mail or courier service or transmitted by facsimile, telex, telegram, email, or any other means of communication that provides a written record of transmission.
6. A notification or other communication will be deemed made on the day on which it is received or, in the case of wired or wireless communications, transmitted in accordance with the preceding paragraph, provided that it is received or transmitted before 6:00 pm in the country to which the communication is dispatched, otherwise it will be deemed received on the following day.
7. For the purpose of calculating a period under these Rules, that period will begin to run on the day following the day on which the relevant notification or other communication is received or deemed to be received. If the last day of the period is a public holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Public

holidays or non-business days occurring during the running of a period will be included in calculating that period.

8. The Tribunal must send DIAC a copy of each order, award, or any other decision it renders.

Commencement of Arbitration

Requests for Arbitration

Article (4)

1. Any party wishing to commence an arbitration under the Rules must send DIAC a written request for arbitration ("the **Request**") which includes:
 - a. A demand that the dispute be referred to arbitration under the Rules;
 - b. The full name; capacity; and address, including telephone number, facsimile number, email address, and other contact details, of each of the parties to the arbitration and of the representative of the Claimant;
 - c. A copy of the Arbitration Agreement invoked by the Claimant, together with a copy of the contractual documents of which the Arbitration Agreement is part, or in respect of which the arbitration arises;
 - d. A brief description of the nature and circumstances of the dispute giving rise to the claim;
 - e. A preliminary statement indicating the relief sought by the Claimant and, to the extent possible, any amount claimed; and
 - f. All relevant particulars concerning the number of arbitrators and their selection in accordance with Articles (8), (9), (10), (11), and (12) of these Rules; and, if the Arbitration Agreement provides for nomination of arbitrators by the parties, the name, address, telephone number, facsimile number, and mailing address, if known, of the Claimant's nominee.
2. The Request may also include:
 - a. the Statement of Claim referred to in Article (23) of these Rules;
 - b. a proposal as to the seat of arbitration and the language of arbitration; and
 - c. any comments as to the applicable rules of law.
3. The Request and the documents attached thereto will be submitted to DIAC in the number of copies required by paragraph (2) of Article (3) of these Rules.
4. Together with the Request, the Claimant must make payment of the registration fee prescribed in the Costs of Arbitration Appendix in force on the date the Request is submitted. In the event that the Claimant fails to comply with this requirement, the Request will be deemed invalid.

5. DIAC will send a copy of the Request and the documents attached thereto to the Respondent.
6. The date of receipt by DIAC of the Request, in the number of copies required by paragraph (2) of Article (3) of these Rules, and payment of the registration fee will be deemed the date of commencement of the arbitration proceedings.

Answers and Counterclaims

Article (5)

1. The Respondent must, within thirty (30) days of receipt of the Request, submit to DIAC an Answer to the Request ("the **Answer**") which includes the following:
 - a. the Respondent's full name and capacity; and the address, telephone number, fax number, email address, and other contact details of the Respondent and his representative;
 - b. the Respondent's brief account of the nature and circumstances of the dispute giving rise to the claim;
 - c. the Respondent's preliminary response to the relief sought by the Claimant;
 - d. any objection concerning the validity or applicability of the Arbitration Agreement;
 - e. any comments concerning the number of arbitrators and their selection based on the Claimant's proposals and in accordance with Articles (8) and (9) of these Rules; and, if the Arbitration Agreement provides for nomination of arbitrators by the parties, the name, address, telephone number, facsimile number, and mailing address, if known, of the Respondent's nominee; and
 - f. any comments as to the seat of arbitration, the applicable rules of law, and the language of the arbitration.
2. Where the Claimant files a Statement of Claim with the Request for Arbitration in accordance with sub-paragraph (2)(a) of Article (4) of these Rules, the Answer may also be accompanied by the Statement of Defence referred to in Article (24) of these Rules.
3. The Answer, including all documents attached thereto, will be submitted to DIAC in three (3) copies; or, if the parties have agreed or the Respondent considers that three (3) arbitrators must be appointed, in five (5) copies.
4. The Respondent may submit a counterclaim arising out of the same contract together with his Answer, and may submit the Answer at a later stage of the arbitration proceedings subject to the Tribunal's approval if it considers that delay is justified. In this case, the Respondent must provide:
 - a. a brief description of the nature and circumstances of the dispute giving rise to the counterclaim; and

- b. a preliminary statement indicating the relief sought, including, to the extent possible, any counterclaim amount.
5. Where the Respondent submits a counterclaim together with his Answer, the Respondent must pay the registration fee prescribed in the Costs of Arbitration Appendix in force on the date the Answer is submitted. Where the Respondent fails to comply with this requirement, the submission of the counterclaim will be deemed invalid, without prejudice to the right of the Respondent to submit the same claim at a later date in another request.
6. Failure by the Respondent to submit an Answer may not prevent proceeding with the arbitration pursuant to the Rules. If the Arbitration Agreement provides for nomination of arbitrators by the parties, failure by a party to send an Answer or to nominate an arbitrator within the prescribed period, or at all, will constitute an irrevocable waiver of that party's right to nominate an arbitrator.
7. The Administrator may grant the Respondent an extension period of up to fourteen (14) days for filing the Answer and any counterclaim, provided that the application for this extension period contains the Respondent's comments concerning the number and selection of arbitrators as well as the nomination of an arbitrator if that nomination is required under Articles (8) and (9) of these Rules. Where the Respondent fails to file the Answer, DIAC will proceed with the appointment of the Tribunal in accordance with these Rules.
8. DIAC must serve the Answer and any counterclaim on the Claimant. The Claimant will be given an opportunity to comment on any objections or pleas submitted by the Respondent.

**Separability of Arbitration Agreements and Jurisdiction to
Determine the Existence and Validity of Arbitration Agreements
Article (6)**

1. Unless otherwise agreed by the parties, an Arbitration Agreement which forms or is intended to form part of another agreement will not be deemed as invalid, non-existent, or ineffective because that other agreement is invalid, or has not come into existence, or has become ineffective. The Arbitration Agreement will, for this purpose, be deemed as a separate agreement.
2. If any party raises one or more pleas concerning the existence, validity, scope, or applicability of the Arbitration Agreement, the Executive Committee may decide, without prejudice to the admissibility or merits of the plea or pleas, that arbitration will proceed if it is satisfied that an Arbitration Agreement exists in accordance with the Rules. In this case, any decision as to the jurisdiction of the Tribunal will be rendered by the Tribunal itself. If the Executive Committee is not so satisfied, the parties will be notified that the arbitration cannot proceed. In this case, each party retains the right to resort to any court of competent jurisdiction to determine whether or not there is a binding Arbitration Agreement.

3. A plea that the Tribunal lacks jurisdiction must be raised no later than the deadline for the submission of the Statement of Defence or, in case of a counterclaim, the submission of reply to the counterclaim.
4. In general, the Tribunal will rule on any plea concerning its jurisdiction as a preliminary question. The Tribunal may proceed with the arbitration and rule on the plea in the final arbitral award.

Representation Article (7)

1. The parties may be represented by persons of their choice, irrespective of nationality or professional qualification. The names, addresses, telephone numbers, facsimile number, email addresses, and other contact details of these representatives must be included in the Request and/or the Answer, as required by Articles (4) and (5) of these Rules.
2. Each party must ensure that his representatives have sufficient time to perform their duties in order to enable the arbitration to proceed expeditiously.
3. At any time, the Tribunal may require from any party proof of the authority granted to his representative(s) in any form the Tribunal may determine.

Tribunals

Number of Arbitrators Article (8)

1. A Tribunal will consist of any number of arbitrators agreed upon by the parties. Where the number agreed upon is more than one (1), it must be an odd number.
2. Where the parties have not agreed on the number of arbitrators, the Tribunal will consist of a sole arbitrator; except where DIAC determines, at its discretion, that, in view of all the circumstances of the dispute, a Tribunal comprised of three (3) members is appropriate.

Appointment of Tribunals Article (9)

1. All arbitrators conducting an arbitration under these Rules must be, and remain, impartial and independent of the parties; and must not act as advocates for any party to the arbitration.
2. Where the Arbitration Agreement provides that each party is to appoint an arbitrator, this will be construed as an agreement to nominate an arbitrator for appointment by DIAC under these Rules.

3. Where the parties agree that the Claimant will nominate an arbitrator, and the Claimant fails to do so in the Request or within any prescribed time limit, DIAC may proceed to appoint the arbitrator in accordance with these Rules.
4. Where the parties agree that the Respondent is to nominate an arbitrator and the Respondent fails to do so in the Answer or within any prescribed time limit, DIAC may proceed to appoint the arbitrator in accordance with these Rules.
5. In the event of a three-member Tribunal, each party will nominate one (1) arbitrator for appointment by DIAC in the manner prescribed in this Article. The following applies to the appointment of the Tribunal chairman:
 - a. If the parties agree upon certain procedures for appointment of the Tribunal chairman, that procedure will be followed subject to confirmation of that appointment by DIAC as prescribed in this Article.
 - b. In the absence of any agreed procedures, the two (2) arbitrators nominated by the parties will agree upon the third arbitrator, who will act as chairman of the Tribunal, subject to confirmation and appointment by DIAC as prescribed in this Article.
 - c. Where the arbitrators nominated by the parties fail to agree upon a third arbitrator within fifteen (15) days from the appointment of the last arbitrator, DIAC will appoint the Tribunal chairman.
6. All arbitrators will be appointed by DIAC, taking into account any method of appointment agreed upon in writing by the parties.
7. DIAC may decline to appoint any arbitrator nominated by a party if he considers that the nominated arbitrator lacks independence or impartiality, or is otherwise unsuitable. In this case, DIAC may request that party to make a new nomination within twenty-one (21) days from the date of receiving a notification of DIAC's decision. If that party fails to nominate another arbitrator or if DIAC declines to appoint the replacement arbitrator, DIAC will appoint an arbitrator.
8. Before appointment by DIAC, each arbitrator must provide to DIAC a full *curriculum vitae* and an independence declaration in the form prescribed by DIAC. By signing that declaration, the arbitrator will be under a continuing duty to disclose to DIAC, to other members of the Tribunal, and to the parties any circumstances that may arise during the course of the arbitration that are likely, in the parties' opinion, to give rise to justifiable doubts as to his independence or impartiality.
9. Before appointment by DIAC, each arbitrator will provide written confirmation of his willingness to serve as arbitrator based on the fees included in the DIAC Table of Fees and Costs attached to these Rules.
10. In appointing the Tribunal, DIAC will take into account the nature of contract; the nature and circumstances of the dispute; the nationality, domicile, and languages of parties; and the number of parties.

Nationality of Arbitrators

Article (10)

1. Where the parties are of different nationalities, no sole arbitrator or Tribunal chairman holding the same nationality as any party may be appointed unless all other parties who do not hold that nationality agree to that in writing.
2. For the purpose of this Article, a person who holds the nationality of two (2) or more states will be deemed as a national of each of these states.

Multiple Parties

Article (11)

1. Where there are multiple parties, whether as Claimants or Respondents, and the dispute must be referred to a three-member Tribunal, the Claimants will jointly nominate an arbitrator, and the Respondents will jointly nominate an arbitrator, for appointment by DIAC pursuant to Article (9) of these Rules.
2. In the absence of agreement to a joint nomination and where all the parties are unable to agree to a method for the constitution of the Tribunal, DIAC will appoint the Tribunal and designate one of the arbitrators to act as its chairman. In this case, DIAC must take into account any provisions of the Arbitration Agreement concerning the number of arbitrators to be appointed.

Expedited Constitution

Article (12)

1. On or after commencement of the arbitration, any party may apply to DIAC for the expedited constitution of the Tribunal, including the appointment of any replacement arbitrator where appropriate.
2. This application must be submitted to DIAC in writing and a copy thereof must be provided to all other parties to the arbitration. The application must state the grounds for exceptional urgency in constituting the Tribunal.
3. DIAC may, at its sole discretion, modify any time limit prescribed by these Rules in relation to the constitution of the Tribunal, including the time limit for submission of the Answer and any other matters or documents missing from the Request.

Revocation of Arbitrators' Appointment

Article (13)

1. Where an arbitrator gives written notice of his desire to resign as an arbitrator to DIAC or where an arbitrator dies or becomes unable or unfit to serve, DIAC may revoke that arbitrator's appointment. DIAC will decide, at its discretion, the amount of fees and expenses, if any, to be paid in return for the services of that arbitrator.

2. Where an arbitrator acts in deliberate violation of the Arbitration Agreement, or of these Rules; does not act fairly and impartially towards the parties; or does not conduct or participate in the arbitration with reasonable diligence, avoiding unnecessary delay or expenses, DIAC may deem the arbitrator to be unfit to serve.
3. An arbitrator may be challenged by any party if circumstances exist that give rise to justifiable doubts as to his impartiality or independence. A party may challenge an arbitrator he has nominated, or in whose appointment procedures he has participated, only for reasons of which that party becomes aware after the appointment has been made.
4. A party who intends to challenge an arbitrator must, within fifteen (15) days of the constitution of the Tribunal, or otherwise within fifteen (15) days of becoming aware of any of the circumstances referred to in paragraphs (2) and (3) of this Article, send a written statement of the reasons for his challenge to DIAC, the Tribunal, and all other parties. Unless the challenged arbitrator withdraws or all other parties agree to the challenge within fifteen (15) days of receipt of the written statement, DIAC will decide on the challenge.

Replacement of Arbitrators Article (14)

1. Where an appointed arbitrator is to be replaced for any reason, DIAC will have full discretion to decide whether or not to follow the appointment process prescribed in Article (9) of these Rules.
2. Where DIAC decides to follow the aforementioned appointment process, any opportunity given to a party to make a re-nomination will be waived if not exercised within twenty-one (21) days from the date of notification of that decision, in which case DIAC will appoint a replacement arbitrator.
3. Once reconstituted, and after inviting the parties to provide their comments, the Tribunal will determine whether, and to what extent, the previous process will be repeated.

Power of Majority to Continue Proceedings Article (15)

1. Where any member of a Tribunal refuses, or persistently fails, to participate in the deliberations, the other arbitrators may, subject to giving a written notification of that refusal or failure to DIAC, continue the deliberations and render any decision, ruling, or award in spite of the absence of that member.
2. In deciding whether to continue the arbitration, the other arbitrators must take into account the stage of arbitration, any justifications provided by the defaulting arbitrator for his non-participation, and any other matters they consider appropriate under the relevant circumstances. The reasons for deciding to continue the

arbitration must be stated in any decision, ruling, or award rendered by the arbitrators without the participation of the defaulting arbitrator.

3. In the event that the other arbitrators decide at any time not to continue the arbitration without the participation of the defaulting arbitrator, they will notify the parties and DIAC in writing of that decision. In this case, these arbitrators, or any party to the arbitration, may refer the matter to DIAC for revoking the appointment of that arbitrator and appointing a replacement arbitrator under Article (14) of these Rules.

Power to Appoint Tribunals Article (16)

The Executive Committee will exercise DIAC's power to appoint Tribunals under Articles (8), (9), (11), (12), (13), (14) and (15) of these Rules.

Proceedings

General Provisions Article (17)

1. Proceedings before a Tribunal will be governed by these Rules. Where these Rules are silent, the proceedings will be governed by any rules determined by the parties, or determined by the Tribunal where the parties fail to agree upon the same.
2. In all events, the Tribunal must act fairly and impartially and ensure that each party is given a full opportunity to state his case.

Referral of Case Files to Tribunals Article (18)

DIAC will send a copy of the case file to the Tribunal once it is constituted, provided always that any advance on costs requested by DIAC at this stage is paid.

Modification of Time Limits Article (19)

1. The parties may agree to shorten the time limits set forth in the Arbitration Agreement or these Rules. Where that agreement is entered into after the constitution of the Tribunal, it will become effective only upon approval of the Tribunal.
2. The Tribunal will have the authority to extend, at the request of a party or on its own initiative, any time limit prescribed by the Arbitration Agreement or by these Rules for conducting the arbitration or rendering the Tribunal's decisions, provided that it gives all parties a reasonable opportunity to state their views.

3. The Executive Committee may, on its own initiative, extend any time limit if it considers that it is necessary to do so in order for the Tribunal or the Executive Committee to perform its duties in accordance with these Rules.

Seat of Arbitration

Article (20)

1. The parties may agree in writing on the seat of arbitration. In the absence of this agreement, the seat of arbitration will be Dubai, unless the Executive Committee decides, in view of all the circumstances and after having given the parties an opportunity to give their opinion in writing, that another seat of arbitration is more appropriate.
2. The Tribunal may, after consultation with the parties, conduct hearings or meetings at any place that it considers appropriate. The Tribunal may deliberate at any place of its choice.
3. An arbitral award will be deemed rendered at the seat of arbitration.

Language of Arbitration

Article (21)

1. Unless otherwise agreed by the parties, the initial language of arbitration will be the language of the Arbitration Agreement.
2. In the event that the Arbitration Agreement is written in more than one (1) language, the Executive Committee may, unless the Arbitration Agreement provides that the arbitration proceedings will be conducted in more than one language, decide which of these languages will be the initial language of arbitration.
3. Upon its constitution, the Tribunal will have the authority to determine the language or languages of arbitration, taking into account any comments of the parties and all relevant circumstances of the case.
4. The Tribunal may order that any documents submitted in languages other than the language of arbitration be accompanied by a translation, in whole or in part, into the language of arbitration.

Preliminary Meetings

Article (22)

Within thirty (30) days from the date of referral of a file to the Tribunal, as provided in Article (18) of these Rules, the Tribunal will notify the parties of the date of a preliminary meeting with them and the place thereof. The Tribunal will prescribe a timetable for the submission of documents, statements, and pleadings as hereinafter provided.

Statement of Claim Article (23)

1. Unless the Statement of Claim is submitted with the Request, the Claimant must, within thirty (30) days of receipt of a notification from DIAC of the constitution of the Tribunal or any later time limit as the Tribunal may allow, submit his Statement of Claim to the Tribunal and present it to the Respondent, with a copy to DIAC.
2. The Statement of Claim must contain a comprehensive statement of the facts and legal arguments supporting the claim, including a statement of the relief sought by the Claimant.
3. The Statement of Claim must be accompanied by the documentary evidence upon which the Claimant intends to rely, together with a schedule stating these documents.

Statement of Defence Article (24)

1. The Respondent must, within thirty (30) days of receipt of the Statement of Claim or within thirty (30) days of receipt of a notification from DIAC of the constitution of the Tribunal, whichever occurs later, submit his Statement of Defence to the Tribunal and present it to the Claimant, with a copy to DIAC.
2. The Statement of Defence will be accompanied by the documentary evidence upon which the Respondent intends to rely, together with a schedule stating these documents.
3. Any counterclaim by the Respondent must be made or asserted in the Statement of Defence or, in exceptional circumstances, at a later stage in the arbitration proceedings subject to the Tribunal's approval. A counterclaim must contain the particulars and documentary evidence prescribed in paragraphs (2) and (3) of Article (23) of these Rules.

Further Written Statements Article (25)

1. The Tribunal may, at its discretion, allow or require further written statements in addition to the Statement of Claim and Statement of Defence and prescribe the time limits for submission of these statements.
2. Where a counterclaim is made or asserted, the Claimant must submit a reply to the particulars thereof, and the time limits set forth in paragraph (1) of Article (24) of these Rules will apply to that reply.
3. The time limits prescribed by the Tribunal for the communication of written statements, including the Statement of Claim and Statement of Defence, may not

exceed forty-five (45) days. However, the Tribunal may extend these time limits if it concludes that the extension is justified.

**New Claims and Amendment to Statements of
Claim and Statements of Defence
Article (26)**

1. Subject to any contrary agreement by the parties, either party may amend or supplement his claim, counterclaim, or defence during the course of arbitration, unless the Tribunal considers it inappropriate to allow that amendment in view of its nature, the delay that it may result in, the prejudice that may be caused to any other party, or any other relevant circumstances.
2. After submission of the Statement of Claim, Statement of Defence, and counterclaim, no party may make new claims or counterclaims unless that party is authorised to do so by the Tribunal, which will take into account the nature of the new claims or counterclaims, the stage of the arbitration, and any other relevant circumstances.

**Burden of Proof and Evidence
Article (27)**

1. Each party will have the burden of proving the facts he relies upon to support his claim or defence.
2. The Tribunal will have the authority to determine the rules of evidence to be applied, including the admissibility, relevance, or weight of any evidence submitted by a party in relation to any matter of fact or expert opinion; and to determine the time at which, and the manner and form in which, the evidence must be exchanged by the parties and submitted to the Tribunal.
3. At any time during the arbitration, the Tribunal may, at the request of a party or on its own initiative, order a party to provide any documents or other evidence within the period the Tribunal considers necessary or appropriate. The Tribunal may order a party to make any property in his possession, or under his control, available for inspection or examination by the Tribunal, by an expert appointed by it, or by the other party.
4. The Tribunal may, at the request of a party or on its own initiative, inspect or require the inspection of any site or property, as it deems appropriate.

**Hearings
Article (28)**

1. At the request of either party, the Tribunal will hold a hearing for the presentation of testimonies of witnesses, including expert witnesses; for oral arguments; or for

both. In the absence of such a request, the Tribunal will decide whether to hold a hearing or hearings and will determine the time limits thereof. If no hearings are held, the proceedings will be conducted based on the documents and other material submitted only.

2. In case of holding a hearing, the Tribunal will give the parties an advance notice of the date, time, and place of the hearing.
3. Unless the parties otherwise agree in writing or the Tribunal otherwise directs, all meetings and hearings will be held *in camera*.
4. The Tribunal will determine whether minutes are to be made for any hearing, and the form of these minutes, if any.
5. Where any of the parties, although duly summoned, fails to appear before the Tribunal without an acceptable reason, the Tribunal will have the authority to proceed with the hearing.

Witnesses **Article (29)**

1. In case of calling witnesses, a party must, at least fifteen (15) days before the hearing, disclose to the Tribunal and to the other party the identities and addresses of the witnesses he intends to call, the subject matter of their testimonies and their relevance to the issues in arbitration, and the languages in which these witnesses will give their testimonies.
2. The Tribunal will have the authority to limit, on the grounds of avoiding duplication or lack of relevance, the appearance of any witness, whether a witness of fact or expert witness.
3. A witness who gives oral testimony may be questioned by each of the parties under the supervision of the Tribunal. The Tribunal may pose questions at any stage of the examination of witnesses.
4. The testimony of a witness may, either based on the choice of a party or as directed by the Tribunal, be submitted in written form, whether as a signed statement, sworn affidavit, or otherwise. In this case, the Tribunal may make the admissibility of the testimony conditional upon the witness being available for oral testimony.
5. A party will be responsible for making practical arrangements to ensure the availability of any witness he calls and for covering any relevant costs.
6. The Tribunal will determine whether any witness will retire during any stage of the proceedings, particularly during the testimony of other witnesses.
7. The Tribunal will, in accordance with any mandatory rules of the applicable procedural law, require witnesses to swear an oath before the Tribunal prior to giving any testimony.

Experts Appointed by Tribunals Article (30)

1. The Tribunal may, after consultation with the parties, appoint one or more independent experts to report to it on specific matters determined by the Tribunal. A copy of the expert's terms of reference, as established by the Tribunal after taking into account any comments of the parties, will be provided to the parties. An expert must sign an appropriate confidentiality undertaking.
2. The Tribunal may require a party to give the expert any relevant information or documents; or grant him access to inspect any goods, property, or sites. Any dispute between a party and the expert as to the relevance of the information or goods will be referred to the Tribunal for decision.
3. Upon receipt of the expert's report, the Tribunal will provide a copy of that report to the parties, who will be given the opportunity to express, in writing, their opinion on the report. A party may examine any document upon which the expert has relied in preparing the report.
4. At the request of a party, the parties will be given the opportunity to question the expert at a hearing. At this hearing, the parties may request summoning any expert witnesses to testify on the points at issue.
5. The opinion of an expert witness on any matter or matters submitted to the expert appointed by the Tribunal will be subject to assessment by the Tribunal in view of all the circumstances of the case, unless the parties agree that the appointed expert's determination will be conclusive in respect of any specific matter.
6. The fees and expenses of an expert appointed by the Tribunal under this Article will be paid by the parties in accordance with the Costs of Arbitration Appendix.

Interim and Precautionary Measures Article (31)

1. Subject to any mandatory rules of the applicable laws, the Tribunal may, at the request of a party, issue any provisional orders or take other interim or precautionary measures it deems necessary, including any injunctions or measures for the conservation of goods which form part of the subject matter of dispute, such as an order for the deposit of goods with a third party or for the sale of perishable goods. The Tribunal may make the issuance of these measures conditional upon the provision of appropriate security by the requesting party.
2. The measures and orders prescribed under this Article may take the form of interim or provisional awards.
3. A request submitted by a party to a competent judicial authority for interim or precautionary measures, for the provision of security for a claim or counterclaim, or

for the implementation of any measures or orders issued by the Tribunal will not be deemed as conflicting with, or as a waiver of, the Arbitration Agreement.

4. Any such request submitted or measures taken by the competent judicial authority must be notified without delay to DIAC by the party who has submitted the request or sought the measures. DIAC must inform the Tribunal of such request or measures.

Default Article (32)

1. Where the Claimant fails, without providing a valid reason, to submit his Statement of Claim in accordance with Article (23) of these Rules, the Tribunal may refuse to proceed with the claim. However, this will not prevent the Tribunal from proceeding to determine any counterclaim raised by the Respondent under the Answer.
2. Where the Respondent fails, without providing a valid reason, to submit his Statement of Defence in accordance with Article (24) of these Rules, the Tribunal may nevertheless proceed with the arbitration and render the arbitral award.
3. The Tribunal may also proceed with the arbitration and render the arbitral award if a party fails, without providing a valid reason, to state his case within the period prescribed by the Tribunal.
4. Where a party fails, without providing a valid reason, to comply with any provision of, or requirement under, these Rules or any order rendered by the Tribunal, the Tribunal may draw from that any conclusions it deems appropriate.

Rules of Law Applicable to Merits of Disputes Article (33)

1. The Tribunal will decide a dispute in accordance with the law(s) or rules of law chosen by the parties as applicable to the merits of the dispute. Where the Tribunal determines that the parties have made no such choice, the Tribunal will apply the law(s) or rules of law which it deems most appropriate.
2. Any designation of the law of a specific state will be construed as directly referring to the substantive law of that state and not to its conflict of law rules.
3. In all events, the Tribunal will determine the dispute taking into account the terms of any relevant contract and the applicable trade practices.
4. The Tribunal will assume the powers of an *amiable compositeur* or decide *ex aequo et bono* only if the parties have expressly agreed in writing to give it such powers.

Closure of Proceedings

Article (34)

1. The Tribunal will declare the proceedings closed when it is satisfied that the parties have had adequate opportunity to present their submissions and evidence.
2. The Tribunal may, if it deems it necessary owing to exceptional circumstances, decide, on its own initiative or at the request of a party, to re-open the proceedings it has declared closed, at any time before the arbitral award is rendered.
3. Following closure of the proceedings, the Tribunal will proceed to render the arbitral award.

Waiver

Article (35)

A party who becomes aware that any provision of, or requirement under, these Rules or any other rules applicable to the proceedings, or any order rendered by the Tribunal, has not been complied with, and yet proceeds with the arbitration without promptly raising an objection to that non-compliance, will be deemed to have irrevocably waived his right to object to the same.

Arbitral Awards

Time Limit for Rendering Arbitral Awards

Article (36)

1. By submitting to arbitration under these Rules, the parties will be deemed to have agreed that the provisions of this Article apply to extending the time limit for rendering the final arbitral award.
2. A Tribunal must render its final arbitral award within six (6) months from the date on which the sole arbitrator, or the Tribunal chairman in case of a Tribunal comprised of three (3) or more members, receives the arbitration case file.
3. The Tribunal may, on its own initiative, extend the time limit by up to six (6) months.
4. The Executive Committee may further extend the time limit pursuant to a reasoned request from the Tribunal, or on its own initiative, if it decides that it is necessary to do so.
5. The time limit specified above will cease to run if the arbitration proceedings before the Tribunal are discontinued or suspended, and will resume running from the date on which the Tribunal is notified that the reason for discontinuance or suspension of the proceedings has ceased to exist. Where the remaining period of the time limit is less than a month, it will be extended to one (1) full month.

Arbitral Awards

Article (37)

1. The Tribunal may make preliminary, interim, interlocutory, or partial awards; or final arbitral awards.
2. All arbitral awards will be rendered in writing and will be final and binding on the parties. By agreeing to arbitration under these Rules, the parties undertake to implement any arbitral award immediately and without delay; and they irrevocably waive their right to any form of appeal, review, or recourse to any court or other judicial authority, to the extent that such a waiver may be validly made.
3. Unless the parties agree otherwise, where there is more than one (1) arbitrator, any arbitral award, order, or other decision of the Tribunal must be rendered by majority vote. In the absence of a majority, the arbitral award, order, or other decision will be rendered solely by the chairman of the Tribunal.
4. The arbitral award must state the date on which it is made and the seat of arbitration.
5. The arbitral award must state the grounds upon which it is based, unless the parties agree that the grounds may not be stated and the law applicable to the arbitration does not require the statement of these grounds.
6. The arbitral award must be signed by the Tribunal. Signing the arbitral award by the majority of arbitrators; or, in case the second sentence of paragraph (3) of this Article applies, by the Tribunal chairman, will be sufficient. Where the Tribunal comprises more than one (1) arbitrator and any of them fails to sign the arbitral award without an acceptable reason, the award must state the reason for the absence of his signature.
7. Where any arbitrator fails to comply with the mandatory provisions of any applicable law relating to rendering the arbitral award, having been given a reasonable opportunity to do so, the remaining arbitrators may proceed with the arbitration in his absence and state in their award the circumstances resulting in the other arbitrator's failure to participate in rendering the award.
8. The Tribunal must send the arbitral award to DIAC in a number of original copies sufficient to provide one (1) copy for each party, each member of the Tribunal, and DIAC. DIAC will formally send an original copy of the arbitral award to each party and to the arbitrator or arbitrators, provided that the arbitration costs and fees are paid to DIAC in accordance with Costs of Arbitration Appendix.
9. The arbitral award may be made public only with the consent of the parties.
10. The arbitration costs and fees, as stated in the Costs of Arbitration Appendix, and their apportionment among the parties, will be determined in the arbitral award or in any other order terminating the arbitration proceedings. A special arbitral award may be rendered to determine the costs.

Interpretation, Correction, and Additional Awards

Article (38)

1. Within thirty (30) days of receipt of a final arbitral award, the parties may submit to the Tribunal a joint written request, with a copy to DIAC, seeking the interpretation of that award. Where the Tribunal deems that the request is justified, it must provide the interpretation within thirty (30) days of receipt of the request. Any interpretation will take the form of an additional arbitral award signed by the Tribunal, and will be deemed part of the final arbitral award.
2. Within thirty (30) days of receipt of an arbitral award, a party may submit to the Tribunal a written request, with a copy to DIAC and to the other party, seeking to correct any clerical, typographical, or computational errors in the award. Where the Tribunal deems that the request is justified, it must make the correction within thirty (30) days of receipt of the request. Any correction will take the form of an additional arbitral award signed by the Tribunal, and will be deemed part of the original arbitral award.
3. The Tribunal may correct any error of the types referred to in paragraph (2) of this Article on its own initiative within thirty (30) days after the date of the relevant arbitral award.
4. Within thirty (30) days of receipt of an arbitral award, a party may submit to the Tribunal a written request, with a copy to DIAC and the other party, seeking an additional award in respect of any claims or counterclaims presented in the arbitration but not dealt with in the arbitral award. Before deciding on the request, the Tribunal will give the parties an opportunity to be heard. Where the Tribunal deems that the request is justified, it will, where practicable, render an additional arbitral award within sixty (60) days of receipt of the request.

Miscellaneous Provisions

Settlement or Other Grounds for Termination of Arbitration Proceedings

Article (39)

1. Where the parties agree upon a settlement of the dispute before the arbitral award is rendered, the Tribunal will terminate the arbitration and will, if jointly requested by the parties, record the settlement in the form of a written consent arbitral award.
2. The consent arbitral award, or the order terminating the arbitration, will be signed by the Tribunal and will be sent by the Tribunal to DIAC in a number of original copies sufficient to provide one (1) copy to each party, to the Tribunal, and to DIAC. DIAC will formally send an original copy of the consent arbitral award or the termination order to each party and to the Tribunal.

Liability
Article (40)

Neither the Tribunal, nor any arbitrator, nor the Executive Committee or any of its members, nor DIAC and its employees, nor any expert appointed by the Tribunal will be liable towards any person for any act or omission in connection with the arbitration.

Confidentiality
Article (41)

1. The deliberations of the Tribunal are confidential to its members, except where disclosure of the reason of an arbitrator's refusal to participate in the arbitration is required by the other members of the Tribunal under Articles (13), (14), and (15) of these Rules.
2. Unless all parties expressly agree in writing to the contrary, the parties undertake, as a general principle, to keep confidential all awards and decisions rendered in the course of arbitration; all material related to the proceedings or presented for the purpose of the arbitration; and all other documents that are produced by any other party in the proceedings but are not otherwise in the public domain, save and to the extent that where disclosure is required from a party pursuant to a legal duty to protect or pursue a legal right or to enforce or challenge an arbitral award in *bona fide* legal proceedings before a court of law or other judicial authority.

Amending the Costs of Arbitration Appendix
Article (42)

The DIAC Board of Trustees may from time to time, upon a proposal by the Executive Committee, amend the provisions of the Costs of Arbitration Appendix.

General Rule
Article (43)

With respect to all matters not expressly provided for in these Rules, DIAC, the Tribunal, and the parties will act in the spirit of these Rules and will exert all reasonable efforts to make arbitral awards enforceable at law.

Costs of Arbitration Appendix

Registration Fee

Article (1)

1. Upon submitting a request to commence arbitration, or a counterclaim, a non-refundable registration fee of five hundred Dirhams (AED 500.00) must be paid.
2. DIAC will process only the claims or counterclaims in respect of which the registration fee has been paid.

Costs of Arbitration

Article (2)

1. The costs of arbitration will include DIAC's administrative fees for the claim, and any counterclaim, and the fees and expenses of the Tribunal as determined by DIAC in accordance with the Table of Fees and Costs in force at the time of commencement of the arbitration, and will include any expenses incurred by the Tribunal, as well as the fees and expenses of any experts appointed by the Tribunal during the arbitration.
2. DIAC will determine the costs of arbitration, based on the disputed amount, in an estimated amount sufficient to cover the fees and expenses of the Tribunal and DIAC's administrative costs for the claims and counterclaims in accordance with Table of fees and Costs. This amount may be subject to adjustment at any time during the arbitration.
3. Where the disputed amount is not specified in the claim or counterclaim, DIAC may determine the costs of arbitration at its discretion.
4. The costs of arbitration estimated by DIAC will be paid in equal shares by the Claimant and the Respondent. If either party fails to pay his share, the other party may pay that share in cash or by providing an unconditional bank guarantee for the additional amount in accordance with the conditions prescribed by the Executive Committee.
5. Where a counterclaim is submitted apart from the original claim, DIAC may require separate payments on account of the costs of each of the claims.
6. Where DIAC requires separate payments on account of the costs of arbitration claims, each of the parties will pay the costs related to his claims.
7. The file of the case will not be delivered to the Tribunal unless the costs estimated by DIAC have been paid.
8. The Tribunal must inform DIAC of any increase in the amount of the claims or counterclaims during the arbitration proceedings.

9. Where the estimated costs of arbitration are not fully paid, the Administrator will request the Executive Committee to render a decision suspending the arbitration proceedings or the Tribunal's work and prescribing a time limit, of not more than fifteen (15) days, upon the expiry of which the relevant claims or counterclaims will be deemed withdrawn. Where a party wishes to challenge this measure, he must submit a relevant request, within the aforementioned time limit, to be determined by the Executive Committee. The withdrawal of a claim or counterclaim will not prevent the concerned party from resubmitting the same claims or counterclaims at a later date under other proceedings.
10. Before any experts appointed by the Tribunal commence their duties, the parties, or any of them, must pay in advance any costs determined by the Tribunal to cover the expected fees and expenses of the experts as estimated by the Tribunal.
11. Where the arbitration proceedings terminate before rendering a final arbitral award, the Executive Committee will determine the costs of arbitration at its discretion, taking into account the stage of the arbitration proceedings and any other relevant circumstances.
12. The amounts paid to the Tribunal do not include any possible taxes or charges applicable to the Tribunal's fees. The parties will pay any such taxes or charges. The recovery of such taxes or charges is a matter to be agreed upon by the Tribunal and the parties.

Determining Tribunal Fees Article (3)

1. Where an arbitration case is heard by more than one (1) arbitrator, DIAC may, at its discretion, increase the total fees up to a maximum not exceeding three (3) times the fees of a sole arbitrator.
2. In determining the Tribunal fees, DIAC will take into account the efforts of the Tribunal; the pace of the proceedings; and the complexity of the dispute, in order to arrive at a figure within the limits specified in the Table of Fees and Costs or, in exceptional circumstances, a figure higher or lower than those limits.
3. Based on the circumstances of the case, the Executive Committee may, at any time during the arbitration, amend the fees of arbitrators to a figure higher or lower than that which would result from applying the Table of Fees and Costs. For this purpose, DIAC will take into account the fluctuation in the disputed amount, changes in the amount of the estimated expenses of the Tribunal, and any evolving difficulty or complexity of the arbitration proceedings. Based on the relevant circumstances, the Executive Committee will determine how the fee increase will be apportioned among the parties. Any party may provide an unconditional bank guarantee to cover the fee increase in accordance with the conditions prescribed by the Executive Committee.

4. No additional fees may be charged by the Tribunal for any interpretation or correction of its awards or additional awards under Article (38) of these Rules.

Decisions on Costs of Arbitration Article (4)

1. The Tribunal may make decisions on the costs of arbitration at any time during the proceedings.
2. The final arbitral award will determine the costs of arbitration, and the party who will bear them or in what proportion they will be borne by the parties.
3. Any dispute regarding the costs of arbitration will be determined by the Executive Committee.

Table of Fees and Costs Article (5)

The attached Table of Fees and Costs determines the registration, administrative, and arbitrators' fees as a percentage of the total disputed amounts. The table states the maximum and minimum limits of these fees.

Fees for Appointing Arbitrators and Determining Challenges to Arbitrators in Arbitration Proceedings That Are Not Governed by the Rules

Article (6)

1. An application submitted to DIAC to appoint an arbitrator or to determine a challenge to the appointment of an arbitrator in arbitration proceedings which are not governed by these Rules will be subject to the payment of a non-refundable registration fee. The procedures for appointing the arbitrator or considering the challenge will be governed by the Rules.
2. The appointment of an arbitrator in arbitration proceedings that are not governed by these Rules will be charged a fee of five hundred Dirhams (AED 500.00).
3. The determination of a challenge to the appointment of an arbitrator in arbitration proceedings that are not governed by these Rules will be charged a fee of three thousand Dirhams (AED 3,000.00).

DIAC Table of Fees and Costs

Disputed Amount	DIAC Administrative Fees	Tribunal Fees (Amount and Percentage)	
		Minimum	Maximum
Up to AED 200,000.00	AED 2,000.00	AED 5,000.00	8% of the disputed amount (up to AED 16,000.00)
AED 200,001.00 to 500,000.00	AED 4,000.00	AED 5,000 + 1.5% of any amount in excess of AED 200,000.00	AED 16,000.00 + 7.5% of any amount in excess of AED 200,000.00
AED 500,001.00 to 1,000,000.00	AED 7,000.00	AED 9,500.00 + 1% of any amount in excess of AED 500,000.00	AED 38,500.00 + 5% of any amount in excess of AED 500,000.00
AED 1,000,001.00 to 2,500,000.00	AED 10,000.00	AED 14,500.00 + 0.5% of any amount in excess of AED 1,000,000.00	AED 63,500.00 + 4% of any amount in excess of AED 1,000,000.00
AED 2,500,001.00 to 5,000,000.00	AED 14,000.00	AED 22,000.00 + 0.5% of any amount in excess of AED 2,500,000.00	AED 123,500.00 + 3% of any amount in excess of AED 2,500,000.00
AED 5,000,001.00 to 10,000,000.00	AED 18,000.00	AED 34,500.00 + 0.3% of any amount in excess of AED 5,000,000.00	AED 198,500.00 + 2% of any amount in excess of AED 5,000,000.00

AED 10,000,001.00 to 20,000,000.00	AED 22,000.00	AED 49,500.00 + 0.2% of any amount in excess of AED 10,000,000.00	AED 298,500.00 + 1% of any amount in excess of AED 10,000,000.00
AED 20,000,001.00 to 50,000,000.00	AED 26,000.00	AED 69,500.00 + 0.15% of any amount in excess of AED 20,000,000.00	AED 398,500.00 + 0.4% of any amount in excess of AED 20,000,000.00
More than AED 50,000,000.00	AED 30,000.00	AED 114,500.00 + 0.1% of any amount in excess of AED 50,000,000.00	AED 518,500.00 + 0.3% of any amount in excess of AED 50,000,000.00