

The New Arbitration Law in Qatar and the UNCITRAL model law: Key differences

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Requirements for arbitrators

□ New Arbitration Law Article 11(1)

- The arbitrator shall be appointed from the arbitrators who are approved and registered in the registry of arbitrators at the Ministry.
- Furthermore, any other person may be appointed as an arbitrator if he meets the following conditions:
 - a) has full capacity;
 - b) has not been convicted in a final judgment of a felony or misdemeanour involving moral turpitude or breach of public trust, even if he has been rehabilitated; and
 - c) is of good conduct and reputation.

□ UNCITRAL model law Article 11(1)

- No person shall be precluded by reason of his nationality from acting as an arbitrator, unless otherwise agreed by the parties.

Arbitrators' liability

□ New Arbitration Law Article 11(11)

- The arbitrator shall not be held liable for exercising his duties as arbitrator, unless he has done so in bad faith, collusion or gross negligence.

□ UNCITRAL model law

- No equivalent provisions.

Stay during application for recusal of an arbitrator

□ New Arbitration Law Article 13(1)

- ... The Arbitral Tribunal shall suspend the Arbitration procedures until the request for recusal is decided on.

□ UNCITRAL model law 13(3)

- ... while such a request is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an award.

Competent Court / Interim Measures

□ Competent Court:

- *The Civil and Commercial Arbitral Disputes Circuit in the Court of Appeals, or the First Instance Circuit at the Civil and Commercial Court of the Qatar Financial Centre, as agreed by the Parties.*

□ Interim Measures:

- Dictated by the nature of the dispute; or
- For the prevention of “irreparable harm”.

Contents of the award

□ New Arbitration Law Article 31(3)

- The arbitral award shall include the names of the Parties and their addresses; the names, addresses, nationalities and capacities of the arbitrators; a copy of the Arbitration Agreement; the date of the issuance of the award, and the place of Arbitration, as determined in accordance with Article 20(1) of this Law. The arbitral award shall be deemed to have been issued at that place. The award shall also include a summary of the requests, statements and documents submitted by the Parties, as well as the award ruling and its reasons, if required to be stated.

□ UNCITRAL model law Article 31(3)

- The award shall state its date and the place of arbitration as determined in accordance with article 20(1). The award shall be deemed to have been made at that place.

Time limits – issue of the award

❑ New Arbitration Law Article 31(5)

- ...the award shall ...the award shall be issued within one month following the conclusion of the proceedings. ...

❑ UNCITRAL model law

- No equivalent provisions.

Time limits – correction / interpretation of award

□ New Arbitration Law Article 32(1)

- ...any Party may, within seven days of receipt of the arbitral award ... request the Arbitral Tribunal to:
 - a) correct any material computation or typographical errors that may have occurred in the arbitral award; or
 - b) give an interpretation of a specific point or part of the arbitral ... award, if so agreed by the Parties.
- If the Arbitral Tribunal considers the request to be justified, it shall make the correction in writing or give the interpretation within seven days from the date of receipt of the request. ...

□ UNCITRAL model law

- Within 30 days of receipt of the award...:
 - a) a party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors ...;
 - b) if so agreed by the parties, a party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award.
- If the arbitral tribunal considers the request to be justified, it shall make the correction or give the interpretation within 30 days of receipt of the request. ...

Filing the award at the Ministry

□ New Arbitration Law Article 31(11)

- The Arbitral Tribunal shall send to the administrative department in the Ministry concerned with Arbitration affairs an electronic copy of the arbitral award or the decision ending the dispute, as the case may be, within two weeks from its issuance.

□ UNCITRAL model law

- No equivalent provisions.

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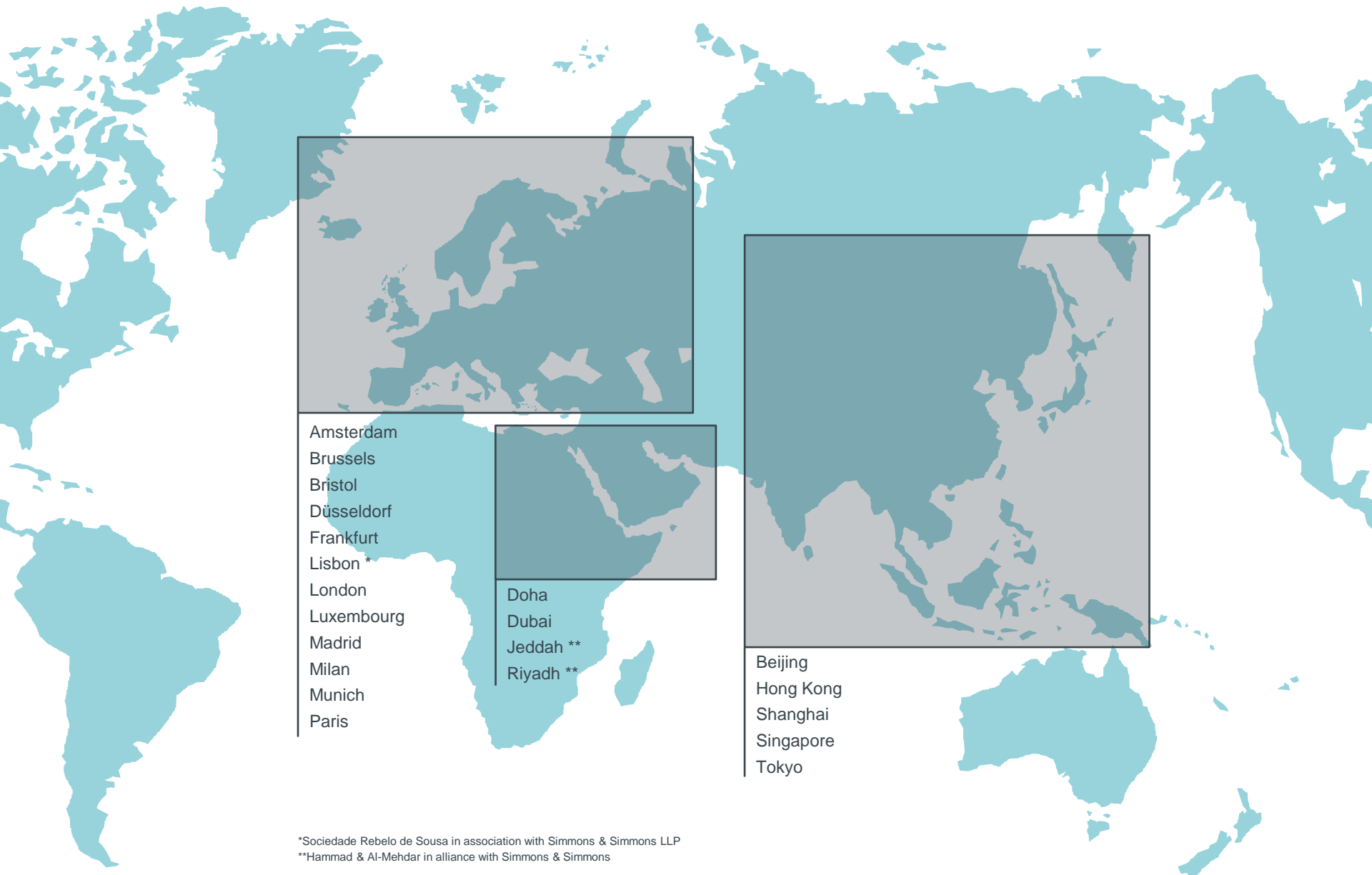
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- Philip is a partner in Simmons & Simmons Doha office and he specialises in international arbitration, primarily in construction, engineering, TMT, banking and general commercial matters. Philip has been in practice for nearly 25 years, first as a barrister in the English courts and as a specialist in international arbitration and transnational dispute resolution (as well as mediation, expert determination and adjudication). His cases have involved many countries, including UK, Ireland, Italy, Greece, Spain, France, Romania, Turkey, Egypt, Nigeria, South Africa, Russia, Japan, Hong Kong, Vietnam, Singapore, Saudi Arabia, UAE, Qatar and the USA.
- Philip often sits as an arbitrator, is a Fellow of the Chartered Institute of Arbitrators and is a member of the LCIA Users' Council. Since 2012, Philip and his dispute practice in Qatar have been ranked Band 1 in Chambers & Partners and the Legal 500 and Philip has been identified in Who's Who Legal as an expert in construction for that same period of time.



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Q&A

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