One Destination, Many Centres:

The Future of Arbitration in the UAE



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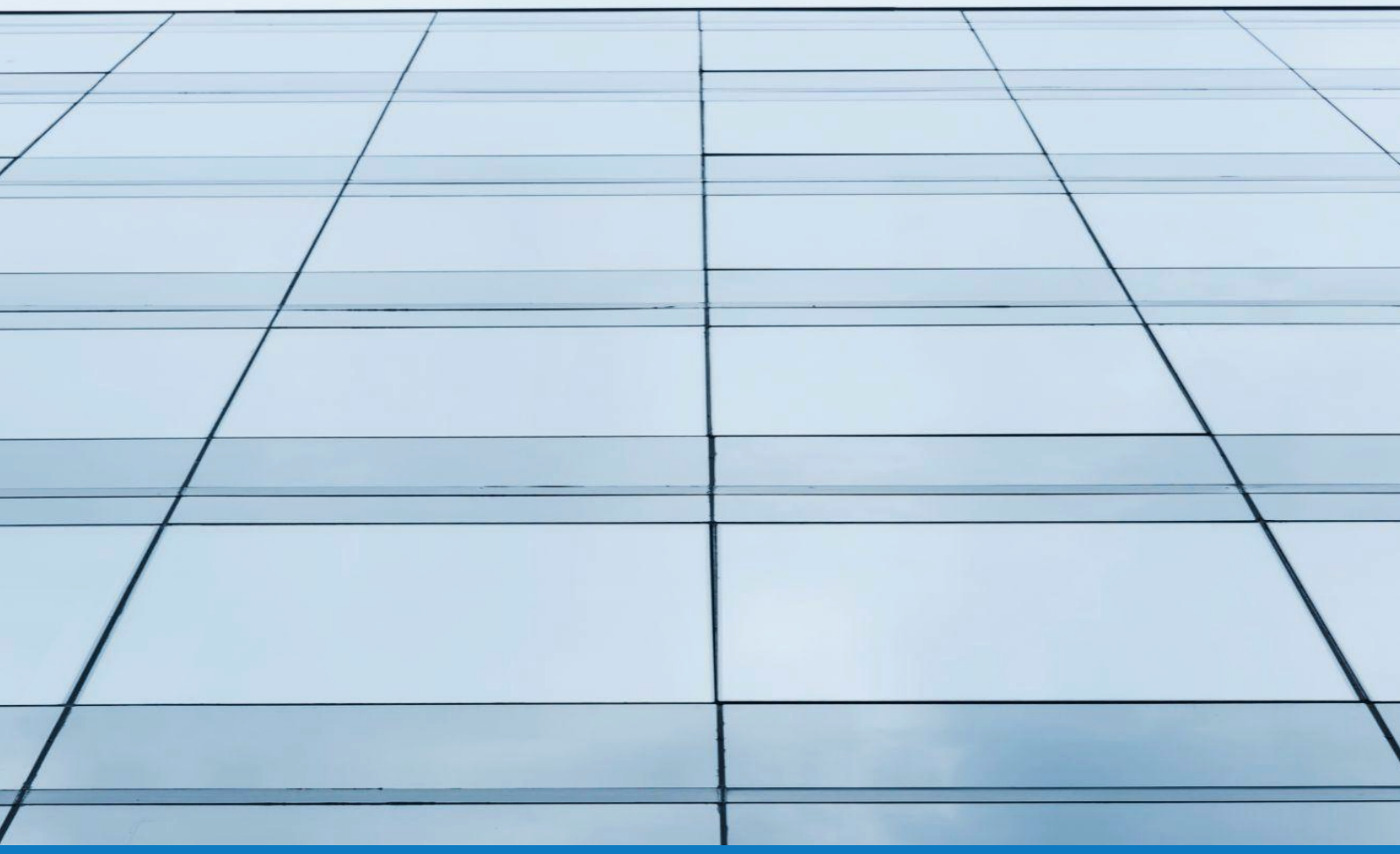
Preface

The UAE's arbitration landscape has developed through federal legislation, institutional reforms and the growth of arbitration centres across the Emirates.

This article considers how that institutional diversity, together with the country's legal frameworks and judicial decisions, supports the UAE's role as an international arbitration destination.

It examines the practical importance of choosing an arbitration institution and seat, the procedural tools available under institutional rules, recent legal developments and evidence of international participation in UAE-seated arbitration.





About Alsuwaidi & Company

Founded in 1997, Alsuwaidi & Company is a full-service UAE law firm with offices in Dubai, Abu Dhabi and Sharjah.

The firm advises local, regional and international clients across a broad range of contentious and non-contentious matters, representing clients before UAE courts and arbitral tribunals.

Its multilingual team combines experience across civil and common law jurisdictions and advises on disputes involving the UAE's onshore courts, the DIFC Courts and the ADGM Courts. The firm's work spans commercial litigation, international arbitration, enforcement of judgments and awards, and cross-border disputes.

Our Dispute Resolution Practice

Alsuwaidi & Company advises and represents clients in complex commercial disputes, arbitration proceedings, challenges to arbitral awards, and the recognition and enforcement of awards and judgments. The team's work spans the UAE's onshore courts, the DIFC and the ADGM, including disputes with cross-border and multi-jurisdictional dimensions.

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1. Summary

This article examines the development of the UAE's arbitration landscape and the role of its multiple arbitration centres. It considers the federal, DIFC and ADGM legal frameworks, institutional rules, proposed reforms to the DIFC Arbitration Law, judicial developments on award formalities and interim relief, and the UAE's participation in international arbitration.

2. Key Considerations at a Glance

Institutional choice: The appropriate institution and procedural rules should be selected with regard to the nature of the transaction and the disputes that may arise.

Choice of seat: The seat determines the procedural law and supervisory court and should be considered separately from the institution administering the arbitration.

Institutional diversity: Arbitration centres across the Emirates provide businesses with a range of procedural options, while mediation and conciliation offer distinct forms of dispute resolution.

Legal certainty: Federal legislation, the DIFC and ADGM frameworks, and judicial decisions support the operation and enforcement of arbitration in the UAE.

When businesses negotiate commercial agreements, considerable attention is often given to the financial terms, contractual obligations and allocation of risk. The dispute resolution clause, however, may receive far less consideration.

It is a provision that everyone hopes will never be needed. Yet when a dispute arises, the decisions made at the drafting stage can have significant consequences for how the matter is resolved. In arbitration, those decisions include the choice of institution, the legal seat and the procedures that will govern the proceedings.

The UAE offers an interesting environment in which to consider these questions. Its arbitration landscape includes institutions operating across different Emirates, each with its own history, structure and approach to dispute resolution. Together with the country's arbitration laws and court systems, these institutions form the basis of its continuing development as an international arbitration hub.

I believe institutional diversity can be an advantage by broadening the choices available to businesses and supporting the development of dispute resolution services across the country. The UAE's progress can be seen in legislation, institutional rules and judicial decisions that shape how arbitration operates in practice.

3. Why Institutional Choice Matters

There is no single approach to arbitration that will necessarily suit every commercial dispute. A construction dispute involving several contractors, consultants and technical experts may require different procedures from a disagreement between shareholders. An international transaction involving businesses from several jurisdictions may raise considerations that are less relevant to a domestic contractual dispute.

The parties' priorities may also differ. Some will be particularly concerned about costs and the time required to resolve a dispute. Others may place greater importance on the institution's experience in administering complex proceedings, its procedures for appointing arbitrators or the availability of emergency measures. These differences make institutional selection a practical decision rather than simply a preference for a familiar name.

The presence of several arbitration centres gives businesses and their advisers more options. The value of those options depends on understanding what each institution offers. Arbitration centres have a responsibility to communicate clearly about their rules, administrative procedures and fees. Legal advisers, in turn, should help clients assess which arrangements are appropriate for the transaction concerned.

An arbitration clause carried forward from an earlier contract deserves careful review. A clause that worked well for one transaction may create unnecessary difficulties in another. Institutional choice deserves attention before a dispute arises, when parties are generally in a better position to consider their options objectively.

4. A Wider Arbitration Landscape

The UAE's arbitration environment has developed considerably over the years. At the federal level, Federal Law No. 6 of 2018 established a dedicated legislative framework for arbitration, with further amendments introduced in 2023. Institutional developments have continued alongside these legislative changes.

The Dubai International Arbitration Centre introduced revised arbitration rules in 2022, while the Abu Dhabi International Arbitration Centre, known as arbitrateAD, introduced its rules with effect from 1 February 2024. Sharjah has its own established institution, the Sharjah International Commercial Arbitration Centre, commonly known as Tahkeem, which was established in 2009.

Ajman has also continued developing its institutional framework. Following its reorganisation under Amiri Decree No. 4 of 2024, the Ajman Arbitration Centre's rules and procedures are listed on the Ajman Chamber website with a date of 3 June 2026. Umm Al Quwain's Chamber also identifies a Conciliation and Arbitration Centre within its structure.

In Ras Al Khaimah, the Chamber of Commerce announced the introduction of free commercial mediation through the Ras Al Khaimah Mediation and Arbitration Centre in June 2026.

These developments do not mean that every institution has the same mandate or procedures. Arbitration determines a dispute through an award, while mediation and conciliation seek an agreed resolution. The broader picture is nevertheless significant: businesses have access to a range of dispute resolution services across the Emirates, alongside the legal frameworks supporting arbitration.

5. Legal Frameworks Supporting Party Choice

The Federal Arbitration Law gives effect to central features of arbitration. It recognises the arbitration agreement as separate from the underlying contract and allows the tribunal to determine its own jurisdiction. It also requires a court to decline a claim covered by a valid and operative arbitration agreement when the objection is properly raised. These provisions protect the parties' agreement to arbitrate.

The DIFC and ADGM provide additional choices of seat under their respective arbitration frameworks: DIFC Law No. 1 of 2008, as amended, and the ADGM Arbitration Regulations 2015, as amended. The institution administers the case; the seat generally determines the procedural law and supervisory court. Parties can therefore consider both the institution's services and the legal framework best suited to their transaction.

The 2023 amendments to the Federal Arbitration Law also expressly recognise the use of modern technology in arbitration. This gives statutory support to virtual proceedings alongside the procedures available under institutional rules.

Dubai's institutional framework was also reshaped by Decree No. 34 of 2021. It adopted a new DIAC statute and abolished the Emirates Maritime Arbitration Centre and the DIFC/LCIA Arbitration Institute, providing for the transfer of their rights and obligations to DIAC. The statute identifies the Board of Directors, Arbitration Court and administrative body as distinct elements of DIAC's organisation. This gives the institution a defined structure for governance and case administration.

6. Rules Addressing the Needs of Commercial Disputes

The DIAC Rules 2022 provide mechanisms for claims arising from multiple contracts, consolidation of related arbitrations and joinder of additional parties, subject to the applicable requirements. They also provide expedited proceedings in qualifying cases and a procedure for emergency interim relief. Where neither a seat nor a location or venue has been agreed, the initial seat is the DIFC, subject to the tribunal's final determination. These provisions address questions that can otherwise complicate the commencement and organisation of proceedings.

The arbitrateAD Rules 2024 similarly address multiple parties, multiple contracts, joinder and consolidation. They provide for emergency arbitration, expedited proceedings and early dismissal of claims or defences that are manifestly without legal merit, manifestly inadmissible or outside the tribunal's jurisdiction, after the parties have had a reasonable opportunity to be heard. In the absence of agreement on seat or place, the seat is ADGM unless the Court of Arbitration decides otherwise after giving the parties an opportunity to be heard. For agreements referring to the former ADCCAC Rules, the emergency and expedited provisions require express agreement.

The practical importance of these provisions is that parties have institutional tools for connected disputes, urgent applications and more concentrated procedures. Each mechanism has its own requirements, allowing the applicable process to be assessed against the circumstances of the case. The rules also accommodate remote hearings and electronic processes, supporting proceedings involving participants in several jurisdictions.

7. Proposed Reforms to the DIFC Arbitration Law

The development of the legal framework is continuing. On 11 June 2026, the DIFC Authority announced a public consultation on proposed amendments to the DIFC Arbitration Law, with comments invited until 10 July 2026. Consultation Paper No. 2 of 2026 and the accompanying draft proposed expanded procedural tools, including security for costs, summary determination, consolidation and joinder, together with provisions addressing emergency arbitrators and enforcement of interim measures.

The published proposals also addressed the law applicable to arbitration agreements, third-party funding disclosure and a statutory framework for mediation. Presented as consultation proposals, these changes would operate in accordance with the final legislation and its commencement provisions. Their breadth demonstrates continuing work to update the DIFC framework in response to developments in international arbitration and commercial dispute resolution.

8. Judicial Developments Strengthening Legal Certainty

A concrete example of greater certainty is the decision in Application No. 1 of 2025, issued by the Federal and Local Judicial Principles Unification Authority on 4 August 2025. The Authority resolved conflicting approaches to whether arbitrators must sign every page of an award. It adopted the principle that signatures on the final page are sufficient, subject to the applicable requirements for the award.

The decision also distinguished between the legal regimes governing domestic and foreign awards. In relation to foreign awards, it rejected treating signatures on every page as a requirement of UAE public policy. For parties and tribunals, this resolves a specific source of uncertainty surrounding award formalities and enforcement.

Court support for urgent relief is illustrated by A30 & Ors v E30 & Ors [2025] ADGMCA 0003. On 30 September 2025, the ADGM Court of Appeal allowed an appeal and made a worldwide freezing order of up to USD 250 million in support of an ADGM-seated LCIA arbitration. It held that the court's mandatory statutory powers to grant interim relief could be exercised despite the absence of prior tribunal authorisation required by the LCIA Rules.

The Court's reasoning addressed the tribunal's inability to act effectively where it could not grant the required relief without notice. The decision demonstrates how the court's protective powers can support arbitration where the statutory conditions are met. It is a practical example of the relationship between the tribunal, institutional rules and the law of the seat.

9. An International Framework for Enforcement

The UAE acceded to the New York Convention in 2006. The Convention provides a framework for recognising arbitration agreements and enforcing foreign arbitral awards across contracting states, subject to its requirements and grounds for refusal. This is relevant both to parties seeking enforcement in the UAE and to those looking to enforce a UAE award abroad.

For awards governed by the Federal Arbitration Law, the legislation sets out the grounds and procedures for challenges and enforcement. An application to annul an award does not automatically suspend its enforcement. The applicable statutory grounds and court procedures remain central to the assessment of any particular award.

10. Published Evidence of International Reach

Institutional reports provide evidence of the disputes and participants engaging with the UAE's arbitration offering. DIAC's Annual Report 2024 records 295 registered cases, comprising 262 arbitrations and 33 appointing-authority cases. The arbitrations registered that year had an aggregate amount in dispute exceeding AED 9.7 billion. Parties to arbitrations commenced under the DIAC Rules originated from 53 countries, compared with 49 in 2023.

The report also records appointments of arbitrators from 46 countries in 2024. These figures demonstrate the international participation and substantial commercial values represented in DIAC's work. They provide a concrete basis for discussing the UAE's role in cross-border dispute resolution alongside the legislative and judicial developments supporting the process.

11. The Next Stage of Development

The UAE's position as an arbitration destination is supported by identifiable developments: dedicated arbitration legislation, separate frameworks in the DIFC and ADGM, institutional rules addressing complex disputes, judicial decisions clarifying the operation of arbitration, and participation by businesses and arbitrators from many jurisdictions.

The presence of several centres forms part of that wider national offering. For businesses, the practical benefit is the ability to select an institution and seat with regard to the transaction and the disputes that may arise. For the UAE, the continued development of these institutions adds to the country's capacity to serve domestic and international arbitration users.

In my view, the future of arbitration in the UAE lies in building on these established foundations. One destination can offer many centres and different procedural choices, supported by legal frameworks and courts that give effect to arbitration. The developments already taking place provide a substantive basis for confidence in that future.

About the Author:

Mohammed R. Alsuwaidi is the Founding and Managing Partner of Alsuwaidi & Company, with extensive experience in UAE litigation and international arbitration. He has acted as arbitrator in over 100 cases and is regularly appointed as a UAE law expert in international arbitration proceedings. He is a member of the ICC UAE Commission on Arbitration and the Chartered Institute of Arbitrators, Vice Chairman of the Executive Committee of the Ajman Commercial Conciliation and Arbitration Centre, and Vice President of the Dubai Swiss Business Council.



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