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Nigeria

INTERNATIONAL ARBITRATION

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This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in Nigeria.

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NIGERIA
INTERNATIONAL ARBITRATION

1. What legislation applies to arbitration in your country? Are there any mandatory laws?

The Arbitration and Mediation Act, 2023 (AMA) is the national arbitration law. Other states have enacted laws to govern arbitrations within the respective state. The Lagos State Arbitration Law, 2009 applies to arbitrations within Lagos State unless parties agree otherwise. The Delta State Arbitration Law, 2022 also applies to arbitrations with Delta State as the seat of arbitration.

Parties are at liberty to choose the law that would govern their arbitration.

2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Yes, Nigeria is a signatory to the New York Convention ('the Convention'). The Convention has been in force in Nigeria since 1998.

Where the recognition and enforcement of an award arising out of an international commercial arbitration in a country is sought in Nigeria, the country where the award is made must be a party to the New York Convention, and the dispute must have arisen out of a relationship which is considered commercial under Nigerian Law.

3. What other arbitration-related treaties and conventions is your country a party to?

Nigeria is a signatory to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States.

4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two?

Yes, the Lagos State Arbitration Law of 2009 and the AMA are substantially modelled after the UNCITRAL Model Law, 2006. Notably, section 91(10) of the AMA explicitly states that the UNCITRAL Model Law must be factored in when the Act is interpreted to foster uniformity of application and observance of good faith.

5. Are there any impending plans to reform the arbitration laws in your country?

The Nigerian National Assembly recently enacted the AMA in 2023, which repealed the Arbitration and Conciliation Act, 1988.

The AMA aligns with international best practices and standards as it is modelled after the revised UNCITRAL Model Law, 2006 and the United Nations Convention on International Settlement Agreements Resulting from Mediation 2020. It brings mediation of commercial disputes into the national regulatory framework.

Given this recent reform, we do not foresee immediate plans for further reforms.

6. What arbitral institutions (if any) exist in your country? When were their rules last amended? Are any amendments being considered?

The following are the arbitral institutions in Nigeria with their respective rules:

- The Regional Centre for International Commercial Arbitration, Lagos (RCICAL) – RCICAL Arbitration Rules, 2019;
- The Lagos Court of Arbitration (LCA) – LCA Arbitration Rules, 2018;
- Chartered Institute of Arbitrators (CIArb) UK

(Nigeria Branch) ('CIArb Nigeria') – CIArb Arbitration Rules, 2015;
- Lagos Chamber of Commerce International Arbitration Centre (LACIAC) – LACIAC Rules of Arbitration, 2016; and
- Nigerian Institute of Chartered Arbitrators (NICArb) and various Multi-Door Courthouses (MDC).

We are not aware of plans to amend either of these rules.

7. Is there a specialist arbitration court in your country?

There is no specialist arbitration court in Nigeria.

8. What are the validity requirements for an arbitration agreement under the laws of your country?

The AMA provides that an arbitration agreement, whether as a clause in a contract or as a separate contract, must be in writing and in a recorded form.

9. Are arbitration clauses considered separable from the main contract?

The doctrine of separability governs arbitration clauses in Nigeria, i.e., it is considered a separate agreement and stands on its own, and the validity or otherwise of the main contract is of no effect on the validity of the arbitration clause.

10. Do the courts of your country apply a validation principle under which an arbitration agreement should be considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

No. There is no special validation principle employed by the court in considering the enforceability of an arbitration agreement other than the requirements prescribed by the AMA.

11. Is there anything particular to note in your jurisdiction with regard to multi-party or multi-contract arbitration?

The AMA recognises multi-party arbitration. This could arise either from the joinder of a party to an existing arbitration or the consolidation of multiple arbitrations.

A non-party may be joined to an arbitration upon an application to the arbitral tribunal by one of the parties or by the non-party seeking to be joined, provided the non-party is bound by the arbitration agreement.

A multi-party arbitration could also arise where parties in different arbitration proceedings agree that the arbitral proceedings shall be consolidated.

12. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

Generally, non-signatories are not bound by an arbitration agreement; however, where a name-borrowing provision is inserted in the contract, or there are inter-related agreements and a party in any of the agreements expressly consents to be bound by the arbitration agreement in the other documents and the signatories to that agreement concur.

We are not aware of recent court decisions available on the bindingness of arbitration agreement on third parties and non-signatories. We are, however, aware of a challenge to an award which enforced an arbitration agreement on a non-signatory, and we continue to monitor the progress of the case for the eventual judgment of the court.

13. Are any types of dispute considered non-arbitrable? Has there been any evolution in this regard in recent years?

AMA expressly provides that it shall apply only to matters arising out of relationships of a commercial nature. Furthermore, where a law expressly grants jurisdiction over a subject matter solely to the courts, such disputes cannot be submitted to arbitration.

Matrimonial causes; criminal matters; disputes requesting the winding up of a company; disputes arising out of an illegal contract; any agreement purporting to give an arbitrator the right to give judgment in rem; and disputes arising under agreements void as being by way of gaming or wagering; are some of the disputes that are not arbitrable. The scope of non-arbitrable disputes was also expanded in the last decade to tax disputes (Esso Exploration & Production (Nig.) Ltd. & Anor v. FIRS & Anor (2017) LPELR-51618(CA)).

14. Are there any recent court decisions in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified by the Parties?

We are not aware of recent decisions of Nigerian courts on the choice of law applicable to an arbitration agreement where no law has been specified by the parties. However, the AMA provides that where parties have not specified the law that will govern their dispute in an arbitration, the tribunal is at liberty to determine the applicable rules of law based on the circumstances of the case, including the relevant international commercial practices, the terms of the contract and the applicable provisions of Nigerian law.

15. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

Nigeria does not have a specific set of choice of law rules codified in its national legislation for arbitration. In deciding the applicable substantive law, the parties' choice of law, the governing law of the contract, and any other relevant factors like the industry practices, the relevant international commercial practices and the specific circumstances of the case are put into consideration.

16. In your country, are there any restrictions in the appointment of arbitrators?

No. The AMA and the Lagos State Arbitration Law of 2009 do not provide for any restriction on the appointment of a person as an Arbitrator; it is at the discretion of the parties unless the duty is delegated to an appointing authority.

17. Are there any default requirements as to the selection of a tribunal?

Parties are at liberty to determine the requirements for the selection of a tribunal. Where there is no agreement on the number of arbitrators to constitute the tribunal, the tribunal shall consist of a sole arbitrator.

Where the parties do not have an agreement on the selection of the tribunal in the case of an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator, who shall be the presiding arbitrator.

In the instance where a party fails to appoint an arbitrator or the two appointed arbitrators fail to appoint the presiding arbitrator within 30 days of being required to do so, in a domestic arbitration, the appointment will be made by an arbitral institution in Nigeria or the court on the application of any party to the arbitration agreement.

For international arbitrations, where the two arbitrators have not agreed on the choice of the presiding arbitrator within 30 days after the appointment of the second arbitrator, then on the application of any of the parties, the presiding arbitrator shall be appointed by the appointing authority designated by the parties to make the appointment.

Where the parties have not agreed on the procedure for the appointment of an arbitrator or designated an appointing authority in an international arbitration, the default appointing authority shall be the Director of the Regional Centre for International Commercial Arbitration, Lagos.

18. Can the local courts intervene in the selection of arbitrators? If so, how?

Yes. In a domestic arbitration, where a party or the arbitrators fail to appoint the arbitrator (or third arbitrator) within 30 days of being required to do so, the court may make such an appointment on the application of any party to the arbitration agreement.

19. Can the appointment of an arbitrator be challenged? What are the grounds for such challenge? What is the procedure for such challenge?

Yes, the appointment of an arbitrator can be challenged if there are circumstances that raise justifiable doubts as to his independence and impartiality or if the arbitrator does not possess the requirements stipulated by the parties.

The parties may determine the procedure to be followed in challenging an arbitrator's appointment. Where the agreement is silent on the procedure for a challenge, a party who intends to challenge an arbitrator must give notice of its challenge within 14 days of the appointment of the arbitrator it wishes to challenge or within 14 days of becoming aware of the circumstances it complains of. The challenge must be in writing with the reasons for the challenge and must be served on the other party, the arbitrator being challenged and the other members of the tribunal.

After receiving the notice of challenge, the other party may agree, and the arbitrator may also agree and withdraw from his appointment. However, where the other party does not agree, or the challenged arbitrator refuses to withdraw, the decision on the challenge will be made by the arbitral tribunal. Where the challenge is unsuccessful, the challenging party may, within 30 days after the receipt of the notice of rejection, request the court or other appointing authority (if the initial appointment was by the court or other appointing authority) to determine the challenge.

20. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators

No. However, the AMA makes adequate provisions for the duty of independence and impartiality on an arbitrator. A person who knows of any circumstances likely to give justifiable doubts as to his impartiality or independence if appointed is obliged to disclose such circumstances when approached in connection with an appointment as arbitrator. The duty to disclose subsists after the person has been appointed as an arbitrator and continues throughout the proceedings unless the arbitrator had previously disclosed the circumstances to the parties.

21. What happens in the case of a truncated tribunal? Is the tribunal able to continue with the proceedings?

Where the mandate of an arbitrator terminates or an arbitrator withdraws from office, a substitute arbitrator will be appointed according to the applicable rules.

The tribunal can resume proceedings after the appointment of the substitute arbitrator.

22. Are arbitrators immune from liability?

Yes, the AMA grants immunity to arbitrators and their employees against liability from anything done or omitted to be done in the discharge of their functions.

23. Is the principle of competence-competence recognized in your country?

Yes, the principle of competence-competence applies in Nigeria. By virtue of section 14(1) of AMA, arbitrators can determine their own jurisdiction.

24. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

Nigerian courts are inclined to stay proceedings pending the determination of an arbitration, unless a party can show reasonable cause why the arbitration clause should not be enforced.

In the notable case of Owners of **MV Lupex v. Nigerian Overseas Chartering & Shipping Ltd (2003) 15 NWLR (Pt.844) 469**, the Nigerian Supreme Court stated that where parties have chosen to determine for themselves that they would refer any of their dispute to arbitration instead of resorting to regular courts a prima facie duty is cast upon the courts to act upon their agreement.

To ensure that parties are discouraged from instituting actions in court in violation of the agreement to arbitrate, the Chief Justice of Nigeria issued a practice direction, dated 26 May 2017, to all Heads of Courts, mandating all courts to refuse to hear cases that are covered by an arbitration agreement and to sanction parties that file cases in violation of the agreement to arbitrate. In compliance with the order of the Chief Justice of Nigeria, the Federal High Court issued a Practice Direction dated 21 September 2017.

25. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?

The AMA provides that unless the parties agree otherwise, an arbitration agreement is irrevocable. Where a respondent fails to participate in the arbitration, the AMA grants the tribunal the authority to continue with the proceedings without treating the failure to participate as an admission of the claimant's allegation.

26. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?

By section 40 of the AMA, the arbitral tribunal has the power to allow an additional party to join the proceedings, provided that the additional party is bound by the arbitration agreement that gave rise to the proceedings.

27. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal?

The interim measures that a party in an arbitration may obtain, include:

a) an order for parties to maintain status quo pending the determination of the dispute,

b) an order to restrain the opposing party from taking an action that is likely to prejudice the arbitration,

c) an order to preserve assets,

d) an order to preserve evidence relevant to the arbitration.

A party can also approach the tribunal for preliminary orders alongside interim measures, with or without notice to the other party. The tribunal may grant the preliminary orders if it considers that prior disclosure to the opposing party will frustrate the purpose of the order.

A party may also approach the court for interim measures, pending the constitution of the Tribunal. Where the court orders interim measures, such interim measures remain binding and enforceable even after the tribunal has been constituted, unless otherwise stated by the court.

28. Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country?

Anti-suit and/or anti-arbitration injunctions are obtainable and enforceable in Nigeria, and the applying party is required to meet the conditions for the grant of an injunction even in anti-arbitration proceedings.

We are aware and monitoring an appeal against an injunction of a High Court in Nigeria, which restrained the constitution of a tribunal by an international arbitration court.

29. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?

There are no particular rules governing evidentiary matters in arbitration in Nigeria. The Evidence Act 2011 (as amended) does not apply to arbitrations, and the tribunal has the discretion to determine the rules that will govern the admissibility of evidence. However, any agreement by the parties as to the hearing procedure may limit the arbitral tribunal's discretion.

The court may, on the application of a party, order the attendance of a witness to testify or produce a document before a tribunal.

30. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country?

The Legal Practitioners Act ('the LPA') and the Rules of Professional Conduct ('the RPC') require counsel who are Barristers and Solicitors of the Supreme Court of Nigeria to avoid any conduct that will bring the profession into disrepute ("misconduct").

The AMA requires Arbitrators to treat parties equally and fairly. Arbitrators must also disclose any circumstances that are likely to give rise to justifiable doubts about his independence or impartiality. Furthermore, the Arbitrator must abide by the terms of his appointment and disclose any information that is not within the knowledge of the parties.

31. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?

While the AMA expressly provides for the confidentiality of mediation proceedings, there is no similar provision in the AMA or the Lagos State Arbitration Law, 2009 mandating the confidentiality of arbitration proceedings. The Arbitration Rules of the AMA and the Arbitration rules of the Lagos State Arbitration Law, 2009 however provide that hearings shall be heard in camera and in practice.

On the other hand, the Delta State Arbitration Law expressly provides that save for where disclosure is required by law, the entirety of an arbitral process must be kept confidential.

The confidentiality in arbitration is implied and is widely accepted in common law jurisdictions (including Nigeria) as one of the factors that parties consider in choosing arbitration as a dispute resolution mechanism, instead of litigation. In Nigeria, the courts have pronounced that one of the laudable reasons for arbitration is that it

protects confidential information from disclosure (Gaslink Nig. Ltd. V Reliance Textile Industries Ltd (2017) LPELR-50259(CA)

32. How are the costs of arbitration proceedings estimated and allocated?

There is no law that regulates how costs should be allocated, and the general principle that the unsuccessful party bears the costs of the arbitration is applicable. However, this is not always the case, as costs may be apportioned between the parties if the tribunal determines that apportionment is reasonable, taking into account the circumstances of the case.

In estimating the costs of an arbitration, the arbitral tribunal takes into account the tribunal's fees, travel, and related costs; expenses for expert advice and other tribunal support; witness expenses, as approved by the tribunal; legal representation and assistance costs for the prevailing party, to the extent deemed reasonable by the tribunal; administrative costs, including those of the arbitral institution or appointing authority, venue, sittings, and correspondence; costs related to obtaining third-party funding; and other approved costs, as determined by the tribunal.

AMA is silent on the powers of the Tribunal to award pre-award and post-award interest. Nevertheless, it is a general principle of case law that pre-judgment interest is awarded where there is an agreement for payment of interest, in which case a claim as such must be pleaded and proven by the Claimant. However a Court can grant pre-judgment interest on a monetary or liquidated sum awarded to a successful party even where such a party did not plead or adduce evidence to prove it, as such interests naturally accrue from the failure to pay the sum involved over a period of time thereby depriving a party from the use and enjoyment of the sum involved **(NPA v. AMINU IBRAHIM & CO. & ANOR (2018) LPELR-44464(SC)**.

In respect of post-judgment interest, the general principle is that it needs not to be specifically claimed before it is awarded as it is statutory, and courts are empowered to award it at their discretion, based on the stipulated rates. **AFRICA PRUDENTIAL REGISTRARS PLC v. MACAULAY & ORS (2020) LPELR-49593(CA)**.

Where the governing law of an arbitration is Nigerian law and parties have no agreement on interest, the Tribunal is empowered to award interest on the claims and costs as explained above.

33. Can pre- and post-award interest be included on the principal claim and costs incurred?

Question answered above.

34. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?

The party seeking to enforce the award will apply to the High Court within the jurisdiction where it wishes to have the award recognised or/and enforced. The application must exhibit the original or a certified true copy of the arbitration agreement and the award.

There is no requirement stating that an award must be reasoned.

35. What is the estimated timeframe for the recognition and enforcement of an award? May a party bring a motion for the recognition and enforcement of an award on an ex parte basis?

Arbitral awards must be enforced within six years from the date the cause of action arose. In calculating the six-year time frame, the period during which arbitral proceedings were commenced and pending will not be taken into account when calculating the six-year limitation period (Section 34(1) AMA).

The duration of enforcement proceedings depends on whether the other party contests the award or not. There is no expedited procedure for the enforcement of an award. A party may, however, bring an application for the urgent hearing of the enforcement proceedings.

A party seeking the recognition and enforcement of an award must put the other party on notice when applying to the court for the recognition and enforcement of the award. Where a party brings an ex parte application for the recognition and enforcement of an award, the court will mandate that the other party be put on notice before proceeding to hear the application to recognise and enforce.

36. Does the arbitration law of your country provide a different standard of

review for recognition and enforcement of a foreign award compared with a domestic award?

No. Foreign awards, irrespective of the country in which they were made, are recognised as binding and enforceable in Nigeria as if they were made in Nigeria.

37. Does the law impose limits on the available remedies? Are some remedies not enforceable by the local courts

No. There is no limit on the remedies available. Remedies granted by an arbitral tribunal are enforceable by Nigerian courts so far as the arbitral award can be enforced by the Nigerian courts.

38. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure?

Arbitral awards cannot be appealed; they can, however, be challenged in court.

Where a party brings an application for the recognition and enforcement of an award and puts the other party on notice, the other party can then challenge the recognition and enforcement of the award on either of the following grounds:

i. That there was the incapacity of a party;

ii. That the arbitration agreement was invalid;

iii. That the party was not served with notice of the proceedings;

iv. That the arbitral tribunal lacked jurisdiction;

v. That a pre-condition precedent in the arbitration agreement, if any, was not met;

vi. That the arbitral tribunal was improperly constituted;

vii. The subject matter was not proper for arbitration;

viii. That the award is not binding, was set aside, or was suspended at origin, or dictates of public policy.

The court's decision to enforce, set aside or refuse enforcement of an award can itself be appealed from the initial court to the Court of Appeal and finally the Supreme Court on legal grounds arising out of the judgment.

Parties may also agree to submit an award to the Award Review Tribunal (ART), and the procedure for the appointment and challenge of the Award Review Tribunal shall be the same as the tribunal of first instance. The Court may reinstate the first award or the award of ART.

A party that is unsatisfied with the decision of the ART may approach the Court to review the decision of ART on any of the nine grounds in Section 55 of the Act.

39. Can the parties waive any rights of appeal or challenge to an award by agreement before the dispute arises (such as in the arbitration clause)?

A party may decide not to challenge an award. In that case, the award will be valid. However, an agreement to waive the right to challenge an award may be unenforceable as it may be deemed a breach of the constitutionally guaranteed right of a party to access the court system (Section 36(1) of the Constitution of the Federal Republic of Nigeria (1999) as amended; L.S.W.C. v. Sakamori Const. Nig. Ltd. (2013) 12 NWLR (Pt. 1262) 569).

40. In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?

As a rule, arbitral agreements are not binding on non-signatories. Non-signatories can, however, be bound where a name-borrowing provision is included in the contract, or there are inter-connected agreements and if a party in any of the agreements expressly consents to be bound by the arbitration agreement in the other documents and the signatories to that agreement agree. To this extent, a third party or non-signatory can challenge an award as it affects them on the grounds for refusing the recognition and enforcement of awards set out in the AMA.

41. Have there been any recent court decisions in your jurisdiction considering third party funding in connection with arbitration proceedings?

No. There is currently no decision of the Nigerian court on third-party funding of arbitration proceedings, as it was only expressly recognised in the recently enacted AMA.

42. Is emergency arbitrator relief available in your country? Are decisions made by emergency arbitrators readily enforceable?

Yes. The AMA provides for emergency arbitrator reliefs, and decisions by emergency arbitrators are recognised and enforceable in the same manner as arbitral awards.

43. Are there arbitral laws or arbitration institutional rules in your country providing for simplified or expedited procedures for claims under a certain value? Are they often used?

There are no Arbitration laws in Nigeria that provide for simplified or expedited procedures for claims under a certain value. However, CIArb Nigeria has developed the Micro, Small and Medium Enterprises Arbitration Scheme ('the scheme') to promote and facilitate access by MSMEs to arbitration. The scheme is intended to provide simple, cost-effective, and timely resolution of disputes by the final, legally binding, and enforceable decisions of Sole Arbitrators in less than 90 days from the appointment of the arbitrators or as soon as practicable.

44. Is diversity in the choice of arbitrators and counsel (e.g. gender, age, origin) actively promoted in your country? If so, how?

Although the Arbitration laws do not expressly provide for diversity, it neither restricts the appointment of citizens of certain countries, religion, age, or gender as arbitrators. It, however, gives the parties the freedom to choose their arbitrators.

However, players in the arbitration industry in Nigeria actively encourage diversity and emphasise the need for inclusivity in the Nigerian arbitration community through the facilitation of various arbitration trainings, conferences and symposiums and extending invitations across all levels of diversity. Some law firms (like AELEX) and companies are also signatories to the Equal Representation in Arbitration Pledge.

Please note that only persons who are qualified to practise as Barristers and Solicitors of the Supreme Court of Nigeria, can act as counsel in domestic arbitration. This restricts a legal practitioner who is not called to the Nigeria Bar, from appearing as counsel in domestic arbitration.

45. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?

None that we are aware of.

46. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving of corruption? Which party bears the burden of proving corruption?

Yes, there are recent court decisions on the issue of corruption.

Matters involving corruption are criminal matters and are not arbitrable. Therefore, the issue of corruption must first be determined in court, and the outcome of the criminal proceedings can be relied upon before the arbitral tribunal.

In criminal cases, the standard proof is proof beyond reasonable doubt, and it is the prosecution that bears the burden of proving the guilt of the accused.

47. What measures, if any, have arbitral institutions in your country taken in response to the COVID-19 pandemic?

Arbitral institutions in Nigeria have increased the use of virtual hearings and online resources for case organisation and management. This includes the storage of documents, the creation of electronic document bundles, the recording of proceedings, and the production of transcripts of proceedings.

48. Have arbitral institutions in your country implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?

Yes, the LACIAC has developed a Protocol for the Management of Virtual Proceedings ('the Protocol'), which is based on the Africa Arbitration Academy Protocol on Virtual Hearings in Africa. The Protocol applies whenever parties to arbitration under LACIAC's rules agree to conduct part or all of such proceedings on

LACIAC's Online Dispute Resolution (ODR) electronic portal ('the LACIAC ODR Portal') or on any other similar electronic portal.

49. Have there been any recent developments in your jurisdiction with regard to disputes on climate change and/or human rights?

Yes, the Supreme Court, in the recent case of Centre for Oil Pollution Watch v. N.N.P.C. (2019) 5 NWLR (Pt. 1666) 518, recognised the increasing impact of climate change, including but not limited to depletion of the ozone layer, waste management, flooding, global warming, decline of wildlife, air, land and water pollution. The apex court held that suits bordering on climate change are public interest litigation and relaxed the rule on locus standi in cases founded on such subject matter.

The court further held that where government agencies desecrate the environment and other relevant government agencies fail, refuse and/or neglect to take necessary steps to enforce compliance, non-governmental organisations can bring an action in court to demand compliance and ensure the restoration, remediation, and protection of the environment.

50. Do the courts in your jurisdiction consider international economic sanctions as part of their international public policy? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

Nigerian courts do not implement economic sanctions; this is the exclusive jurisdiction of the Executive Arm of Government.

We are not aware of any recent decision of the Nigerian Courts on the impact of economic sanctions on international arbitration proceedings.

51. Has your country implemented any rules or regulations regarding the use of artificial intelligence, generative artificial intelligence or large language models in the context of international arbitration?

Nigeria has not implemented specific laws or regulations on the use of artificial intelligence, generative artificial intelligence or large language models in international arbitration.

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