

# Legal 500

## Country Comparative Guides 2024

**Qatar**

**International Arbitration**

**Contributor**



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

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## **Qatar: International Arbitration**

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

Qatar's main legislation governing arbitration is Law No. 2 of 2017 Promulgating the Civil and Commercial Arbitration Law ("Qatar Arbitration Law"), which aligns closely with the UNCITRAL Model Law on international commercial arbitration. This law repealed the earlier arbitration provisions under the Civil and Commercial Code of Procedure. The Qatar Arbitration Law is innovative and modern, in line with most international arbitration legislations worldwide.

In Qatar, administrative contracts containing arbitration agreements require approval by the Qatari Prime Minister or any person delegated by him. Without this approval, public entities cannot use arbitration to settle disputes between them.

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

Yes, Qatar is a signatory to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("New York Convention").

Qatar has not made any reservations to the general obligations of the New York Convention. This facilitates the international enforcement of arbitration awards in Qatar as well as of Qatar seated arbitration awards in other jurisdictions that are a signatory of the New York Convention.

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

Alongside the New York Convention, Qatar is a party to various bilateral investment treaties that facilitate arbitration for investment disputes. These treaties typically include provisions for arbitration as a means of resolving disputes between investors and Qatar.

Qatar also ratified the Singapore Convention on Mediation in 2020 and thereafter issued Law No. 20 of 2021 on the Issuance of the Law on Mediation in the Settlement of Civil and Commercial Disputes on 4

November 2021, allowing the enforcement of mediated settlement agreements.

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

The Qatar Arbitration Law is based on the UNCITRAL Model Law. Although it is largely consistent with the UNCITRAL Model Law, there are specific adaptations such as the requirement for arbitrators to be registered with the Ministry of Justice and additional provisions regarding the electronic submission of the award,

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

As of the date of this publication, there are no impending plans for major reforms to the Qatar Arbitration Law, after its issuance in 2017 which served to modernize the arbitration framework in Qatar.

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

The Qatar International Center for Conciliation and Arbitration ("QICCA") is the main arbitral institution in Qatar with its own set of Arbitration and Conciliatory Rules and case management team. The QICCA Arbitration and Conciliatory Rules have been in force since 1 May 2012 and have not been amended since then.

We understand that the QICCA has been considering a major overhaul to its arbitration rules, which currently do not include key provisions such as consolidation, joinder and provisions for expedited proceedings amongst others.

Recently, the QICCA launched a new system of electronic services through its website, which provides for the electronic submission of Notices of Arbitration and Response to the Notice of Arbitration, aiming to streamline procedures for QICCA arbitrations.

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

Qatar does not have a specific specialist arbitration court but has designated circuits within existing courts to handle arbitration cases. The Civil and Commercial Arbitral Disputes Circuit in the Court of Appeal and the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre are courts which exclusively decide on arbitration related disputes.

Qatar also has a common law-based court system called the Qatar International Court and Dispute Resolution Centre. Known informally as the QFC Courts, these courts are not a specialist arbitration court but do frequently hear arbitration related disputes arising from arbitration matters in which the parties have agreed to these courts to be the competent courts with supervisory jurisdiction.

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

Under Qatari law, an arbitration agreement must be in writing. It can be documented through any form of communication that provides a record of the agreement, including electronic communication. This ensures that even emails or other digital forms of communication can constitute a binding arbitration agreement as long as they reflect mutual consent to arbitrate.

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

Yes, in Qatar, arbitration clauses are considered separable from the main contract. This means that the validity of the arbitration agreement does not depend on the validity of the underlying contract. In other words, even if the main contract is terminated or rendered null and void, the arbitration clause remains enforceable. This is expressly provided at Article 7 of the Qatar Arbitration Law which states: "The Arbitration Agreement may be a separate agreement or in the form of an arbitration clause in a contract."

## 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?

While this has not been explicitly decided, generally speaking Qatari courts are pro-arbitration and will typically interpret arbitration agreements to favour the parties' decision to arbitrate their disputes. This is even if the arbitration institution named in the contract does not technically speaking exist due to an error in the way in which the arbitration centre's name has been listed.

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

Specific provisions or established practices concerning multi-party or multi-contract arbitration are not detailed in the Qatar Arbitration Law. While the QICCA Arbitration Rules allow multi-party arbitrations, they do not currently contain any provision with respect to multi-contract arbitrations. Arbitration agreements should explicitly address these complexities to avoid procedural complications.

## 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 cannot be automatically bound by an arbitration agreement unless there is evidence of their intent to be bound or other legal justifications such as assignment, succession, or third party beneficiary rights.

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

Certain disputes in Qatar are considered non-arbitrable. This includes disputes involving administrative contracts, which require approval from the Qatari Prime Minister or his delegate to be eligible for arbitration. Furthermore, rental disputes, family law matters, and criminal cases are explicitly nonarbitrable. This stance is reinforced by a Qatar Court of Cassation judgment, such as Judgment No. 154 of 2017, which mandates that rental disputes be resolved by the Rental Dispute Settlement Committee.

## 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?**

Qatari courts generally enforce the choice of law as agreed upon by the parties in the arbitration agreement. If no law is specified, the courts may apply Qatari law or refer to conflict of laws principles to determine the applicable law.

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

In Qatar, the law applicable to the substance of a dispute in arbitration is determined primarily by the agreement of the parties involved. The parties to an arbitration can choose the specific legal rules that the arbitral tribunal should follow. If the parties have explicitly agreed on the application of a particular country's laws, then only the substantive laws of that designated country will be applicable, and not the rules related to conflict of laws, unless otherwise agreed upon by the parties.

In cases where the parties have not agreed on a specific set of laws, the arbitral tribunal is required to apply the law determined by the conflict of laws rules of the country that is most closely connected to the case. This approach is aligned with the principles laid out in the Qatar Arbitration Law, ensuring that the arbitral tribunal honors the parties' agreement on substantive law whenever specified.

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

Under Article 11 of the Qatar Arbitration Law, arbitrators must be independent, impartial, and possess the legal capacity to act. They must not have been convicted of a felony or a misdemeanor involving moral turpitude or breach of trust, even if they have been rehabilitated and be of good conduct and reputation. Additionally, arbitrators must not be under any obligation of kinship or employment with any of the parties involved in the arbitration.

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

If the parties do not agree on the number of arbitrators, the default number is three. The selection process typically involves each party appointing one arbitrator,

and the two appointed arbitrators selecting the third and presiding arbitrator. If the parties fail to appoint the tribunal in this manner, the competent court with supervisory jurisdiction may intervene to complete the formation.

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

Local courts can intervene in the selection of arbitrators if the parties fail to appoint them or if there is a disagreement over the third arbitrator in a three-member tribunal. The court has the final decision in appointing the arbitrator and this decision cannot be appealed.

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

An arbitrator can be challenged if circumstances exist that give rise to justifiable doubts regarding their impartiality or independence. Challenges must be made promptly after the grounds become known. If a challenge is successful, the arbitrator will be replaced according to the procedure specified in the arbitration agreement or, failing that, via the court.

### **20. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators, including the duty of disclosure?**

There has been an ongoing emphasis on the duty of disclosure by arbitrators. Arbitrators must disclose any circumstances likely to give rise to doubts about their impartiality or independence not only at the start of the arbitration process but also throughout the proceedings.

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

If a tribunal becomes truncated due to the resignation or death of an arbitrator, and if the remaining arbitrators or the parties cannot agree on how to proceed, the competent court can make the necessary appointments to allow the arbitration to continue.

## 22. Are arbitrators immune from liability?

Arbitrators in Qatar are generally immune from liability, provided they act in good faith and do not engage in behaviors that amount to gross negligence, bad faith, or collusion. Article 11(11) of the Qatar Arbitration Law expressly states this.

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

The principle of competence-competence is expressly recognised and adhered to in Qatar, allowing arbitrators to rule on their own jurisdiction. This includes ruling on any objections with respect to the existence or validity of the arbitration agreement.

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

Qatari courts typically respect arbitration agreements and tend to decline jurisdiction and refer parties to arbitration if one party commences litigation despite an existing arbitration agreement. The courts will dismiss claims if they find that an arbitration agreement exists that covers the dispute in question. Unless the other party attended the proceedings and waived its right to hold on the arbitration agreement explicitly or by any other means such as by defending the case without relying on the arbitration clause, showing that party's intent to waive its right.

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

If a respondent fails to participate in the arbitration, the proceedings can continue without their input. The arbitral tribunal has the discretion to proceed with the arbitration and render the arbitral award based on the evidence presented by the participating party. To avoid any challenges made by the nonparticipating party subsequently in the enforcement stage of the arbitral award, the arbitral tribunal should ensure that the nonparticipating party is provided with adequate notice at each juncture of the arbitration process.

The local courts in Qatar do not have the authority to compel a respondent to participate in arbitration proceedings, as the enforcement of arbitration agreements and participation therein is generally

governed by the arbitral tribunal and the specific rules of the arbitration institution involve.

## 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?

Third parties may join arbitration proceedings if all original parties agree to their intervention. The arbitral tribunal is generally bound to respect such an agreement if it aligns with the procedural rules governing the arbitration. If not, all parties agree, the arbitral tribunal can still allow thirdparty intervention based on the rules of the arbitration and the relevance of the third party to the matter in dispute.

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

Local courts in Qatar can issue interim measures before the constitution of the arbitral tribunal to preserve assets or evidence or to prevent irreparable harm. Once the arbitral tribunal is constituted, it generally has the authority to order similar interim measures as necessary for the proper administration of justice during the arbitration process.

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

Anti-suit and anti-arbitration injunctions are generally enforceable in Qatar, provided they are issued by competent judicial authorities. Such injunctions are used to prevent parties from pursuing parallel litigation or arbitration that contradicts the agreed dispute resolution mechanisms outlined in contractual agreements.

## 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?

In Qatar, evidentiary matters in arbitration are governed by the Qatar Arbitration Law, which is based on the

UNCITRAL Model Law and provides a flexible framework allowing parties significant autonomy over procedural matters, including evidence. Parties can agree on the rules governing evidentiary matters, adopting institutional arbitration rules or establishing their own procedures, and in the absence of such agreement, the arbitral tribunal has the authority to determine the admissibility, relevance, materiality, and weight of any evidence, ensuring fairness and efficiency in the proceedings. While arbitration is intended to be independent from the courts, the Qatar Arbitration Law allows for judicial assistance in obtaining evidence. For instance, Article 11 of the Qatar Arbitration provides that the arbitral tribunal or a party with the arbitral tribunal's approval may request assistance from the competent Qatari court to summon witnesses, compel document production, and administer oaths, with the courts executing such requests in accordance with judicial procedures to ensure the tribunal has necessary evidence.

Arbitral tribunals in Qatar do not have coercive powers to compel witnesses or third parties to participate in proceedings or produce evidence, so parties or the tribunal can seek the court's assistance to compel witnesses to attend hearings and provide testimony under oath, enforce measures against non-compliant witnesses, and order third parties to produce necessary evidence. Therefore, while parties have considerable freedom in evidentiary procedures in arbitration, the local courts in Qatar play a crucial supportive role by providing judicial assistance to obtain evidence and compel witness participation when necessary, ensuring that arbitration proceedings are conducted fairly and that tribunals have access to all pertinent information to resolve disputes effectively.

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

Counsel and arbitrators in Qatar are expected to adhere to high ethical standards, typically those set forth by their professional bodies and the rules of the arbitration institutions involved. This includes maintaining integrity, fairness, and impartiality throughout the arbitration process. Specific codes may apply depending on the nationality and professional affiliations of the arbitrators and counsel involved in the arbitration, in addition to the Qatar Advocacy Act.

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

Arbitration proceedings in Qatar are generally confidential, although the specific rules on confidentiality can vary depending on the arbitration institution's rules chosen by the parties. Most arbitration rules mandate that the arbitration proceedings, including the existence of the proceedings, submissions made, and awards granted, remain confidential unless the parties agree otherwise or disclosure is required by law.

### **32. How are the costs of arbitration proceedings estimated and allocated? Can pre- and post-award interest be included on the principal claim and costs incurred?**

In Qatar, the allocation and estimation of costs in arbitration proceedings are generally governed by the rules of the arbitration institution overseeing the proceedings or as agreed upon by the parties in their arbitration agreement.

The costs in arbitration typically include the arbitrators' fees, administrative fees of the arbitration institution, costs for expert witnesses, legal fees, and other expenses directly related to the arbitration proceedings. The specific arbitration institution often provides a schedule of fees or guidelines on how these costs are estimated based on the amount in dispute, complexity of the case, and duration of the proceedings.

The arbitral tribunal usually has the discretion to allocate costs between the parties. The most common principle applied is that the "loser pays," meaning that the losing party will typically be ordered to pay between 50 to 70% costs of the successful party. However, the arbitral tribunal may adjust this allocation based on the circumstances of the case, such as the parties' conduct during the arbitration and any settlement offers that were made.

Qatari law allows the award of interest on principal claims as a compensation figure. If the interest is calculated as a percentage, the arbitral tribunal would typically need to calculate this interest as figure until the date of the award for pre-award interest. The arbitral tribunal also do typically award post-award interest from the time the award is made until it is paid. Pre and post award interests are typically calculated from the current Qatar Central Bank deposit interest rates.

These general rules ensure that arbitration proceedings are conducted fairly, with an emphasis on compensating the successful party for the costs incurred due to the dispute while deterring frivolous or unwarranted claims.

### **33. 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?**

In Qatar, the recognition and enforcement of arbitral awards are primarily governed by the Qatar Arbitration Law and the New York Convention, to which Qatar is a signatory. Legal requirements for the enforcement of an award include that the award must be final, binding, and reasoned. The reasoning requirement means that the award must be substantiated and motivated, detailing the arbitral tribunal's rationale for the decision, including the legal and factual basis for the issuance of the award.

### **34. 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?**

The timeframe for the recognition and enforcement of an award in Qatar generally depends on the complexity of the case and the workload of the courts. Typically, it may take several months. A party can bring a motion for the recognition and enforcement of an award; however, such motions are generally not handled on an ex parte basis, meaning the other party will be given notice and an opportunity to respond.

### **35. 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?**

The standard of review for the recognition and enforcement of foreign arbitral awards in Qatar is consistent with the standards set forth in the New York Convention, which does not distinguish between foreign and domestic awards. The main considerations include ensuring that the award was made by a competent authority under the law governing the arbitration and that it does not violate public policy.

### **36. Does the law impose limits on the available**

### **remedies? Are some remedies not enforceable by the local courts?**

Qatari law does impose certain limits on the remedies that can be granted by an arbitral tribunal. For instance, punitive damages are generally not enforceable, as they are contrary to public policy in many civil law jurisdictions, including Qatar. Remedies must also be within the scope of the arbitration agreement and conform to local laws and regulations.

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

Arbitration awards cannot be appealed on their merits but can be challenged or set aside in the Qatari courts. The grounds for setting aside an award are contained under Article 33 of the Qatar Arbitration Law. These include:

- Invalid Arbitration Agreement: The arbitration agreement is not valid under the law to which the parties have subjected it, or under Qatari law if no law is specified.
- Incapacity of a Party: A party to the arbitration agreement was under some incapacity at the time of the agreement.
- Lack of Proper Notice or Inability to Present Case which entail:
  - The party was not given proper notice of the appointment of an arbitrator.
  - The party was not given proper notice of the arbitral proceedings.
  - The party was otherwise unable to present their case.
- Award Exceeds Scope of Arbitration: The award deals with disputes not contemplated by or not falling within the terms of the submission to arbitration or contains decisions on matters beyond the scope of the arbitration agreement. Note: If issues beyond the scope can be separated, only the part exceeding the scope may be set aside.
- Improper Composition or Procedure:
  - The composition of the arbitral tribunal was not in accordance with the agreement of the parties.
  - The arbitral procedure was not in accordance with the agreement of the parties, unless such agreement conflicts with mandatory provisions of the law.

- **Non-Arbitrable Subject Matter:** The subject matter of the dispute is not capable of settlement by arbitration under Qatari law.
- **Conflict with Public Policy:** The award conflicts with the public order or morality (public policy) of the State of Qatar.

### **38. 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)?**

In Qatar, parties can agree to waive their rights to appeal or challenge an arbitral award. This agreement must be explicit and is generally made before the dispute arises, often included within the arbitration clause of the contract.

### **39. 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?**

Third parties or non-signatories can be bound by an arbitration award if they are directly involved in the issues that are the subject of the award or if they have legally succeeded to a party's rights and obligations that were part of the arbitration. Third parties might challenge the recognition of an award if they can prove they were not properly bound by the arbitration agreement or if involving them would violate their rights.

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

There have been no specific recent court decisions in Qatar that publicly consider third-party funding in connection with arbitration proceedings. Third-party funding is still an evolving concept in many jurisdictions, including Qatar. The anticipated revisions to the QICCA Rules may likely contain provisions that expressly address third party funding.

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

There is no provision for emergency arbitrator relief under the QICCA Rules. However, such relief are available for arbitrations under the ICC Rules. Decisions made by emergency arbitrators can be enforceable, but as

standard arbitral awards, they need to go through the necessary recognition and enforcement procedures in the Qatari courts, before they can be enforceable.

### **42. 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?**

Neither the QICCA nor the Qatar Arbitration Law contain any provision for simplified or expedited procedures for claims under a certain value. These provisions are expected in the anticipated revisions to the QICCA Rules.

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

Active promotion of diversity in the choice of arbitrators and counsel in terms of gender, age, and origin is not widely documented in Qatar. However, as a growing international arbitration hub, there is an increasing awareness and discussion about the importance of diversity in these roles globally.

### **44. 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?**

No, there have been no publicly reported court decisions in Qatar regarding the setting aside of an award that has been enforced in another jurisdiction or vice versa.

### **45. 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?**

As of October 2023, Qatar has been actively working to combat corruption and enhance transparency within its institutions. While specific recent court decisions regarding corruption may not be widely publicized due to confidentiality and the sensitivity of legal proceedings, Qatar has made significant efforts to address corruption through legislative reforms and the establishment of oversight bodies.

For example, Qatar established the Administrative Control

and Transparency Authority (ACTA) to prevent and combat corruption in public institutions. ACTA is responsible for investigating allegations of corruption and referring cases to the Public Prosecution for legal action. Although detailed information about specific court cases may not be readily available, the creation of ACTA signifies Qatar's commitment to addressing corruption through legal mechanisms.

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

In response to the COVID-19 pandemic, arbitral institutions in Qatar, such as QICCA, implemented measures such as remote arbitration services to ensure the continuity of arbitration proceedings while adhering to health guidelines. This included the use of virtual meetings and electronic submissions.

**47. 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?**

Arbitral institutions in Qatar have been adapting to greater use of technology. This includes more frequent use of virtual hearings and electronic document management to conduct arbitrations more efficiently and cost-effectively, a shift accelerated by the COVID-19 pandemic.

As discussed at item 6 above, the QICCA has also launched a new system of electronic services through its website, which provides for the electronic submission of Notices of Arbitration and Response to the Notice of

Arbitration, aiming to streamline procedures for QICCA arbitrations. These changes showcase QICCA's aim towards harnessing technology in a better manner.

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

There are no specific recent developments reported in Qatar regarding disputes on climate change and/or human rights within the context of arbitration.

**49. 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?**

Qatar's courts consider international sanctions within the broader scope of international public policy when relevant to arbitration proceedings. However, specific recent decisions in Qatar considering the impact of international economic sanctions on arbitration proceedings are not detailed in publicly available sources.

**50. 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?**

There is no specific legislation or regulation in Qatar that addresses the use of artificial intelligence, including generative AI or large language models, in the context of international arbitration.

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