

COUNTRY COMPARATIVE GUIDES 2023

The Legal 500 Country Comparative Guides

Qatar

INTERNATIONAL ARBITRATION

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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?

Law No. 2 of 2017 Promulgating the Civil and Commercial Arbitration Law (the "Arbitration Law") is the mandatory national legislation in respect of arbitration. This law applies to any arbitration ongoing at the time of or commenced after said law came into effect.

The Arbitration Law specifically mandates that its provisions shall apply to all arbitrations among parties, whether public law or private law persons, irrespective of the legal relationship which is the subject of the dispute and whether the arbitration is seated in Qatar or elsewhere pursuant to international commercial arbitration, provided that the parties agree that the arbitration shall be subject to the provisions of the Arbitration Law.

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

Qatar is a signatory to the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention"). The New York Convention has been ratified by the Qatari Government through the issuance of Emiri Decree No. 29 of 2003 on 15 March 2003. Such ratification transforms the terms of the New York Convention to be part of the local legal system. Qatar 's accession of the New York Convention includes no reservations to the general obligations of the same.

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

Qatar is also a signatory to the following arbitrationrelated treaties and conventions:

a) ICSID Convention of 1966 - International Centre for

Settlement of Investment Disputes Convention, which was ratified by virtue of Emiri Decree No. 5 of 2011 issued on 14 February 2011;

- b) Riyadh Convention of 1983- Riyadh Arab Agreement for Judicial Cooperation, which came into effect on 30 October 1985;
- c) Arab League Convention on Commercial Arbitration of 1987;
- d) Gulf Convention of 1996 The Agreement on the Enforcement of Court Judgements, Letters of Rogatory and Judicial Notices in the Gulf Cooperation Council Arab countries, ratified by virtue of Emiri Decree No. 16 of 1996 on 20 May 1996; and
- e) Singapore Mediation Convention of 2018- The United Nations Convention on International Settlement Agreements Resulting from Mediation, which was ratified by Emiri Decree 79 of 2020.

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

Qatar's Arbitration Law is largely based on the UNCITRAL Model Law. Except for procedures specific to local law, we are of the view that the Arbitration Law does not contain any significant differences as compared to the UNCITRAL Model Law. The local law specific procedures included in the Arbitration Law are as follows:

a) Appointment of arbitrators from the registry of arbitrators at the Ministry of Justice (the "MoJ"). Despite this initial requirement, the Arbitration law stipulates that any other person may also be appointed as arbitrator provided that he meets the qualifications set forth thereunder (i.e. has full capacity; has not been convicted in a final judgment of felony or misdemeanour involving moral turpitude or breach of public trust; and is of good conduct and reputation);

b) Sending of an electronic copy of the arbitral award or any decision terminating the dispute by the tribunal to the administrative department in the MoJ, within two weeks from its issuance: and

c) Licensing for establishment of arbitration centers and branches of foreign arbitration centers, and establishment of register at the MoJ for arbitrators.

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

The Arbitration Law is a relatively new piece of legislation in Qatar, which effectively repealed the arbitration processes set out under Qatar Civil and Commercial Procedures Law No. 13 of 1990 ("Civil & Commercial Procedures Law"). As far as we are aware, there is no impending plans to reform the arbitration laws in Qatar.

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

Qatar International Center for Conciliation and Arbitration ("QICCA") and the Qatar International Court and Dispute Resolution Centre ("QICDRC") are the existing arbitral institutions in Qatar.

QICCA administers arbitration pursuant to QICCA's Rule of Conciliation and Arbitration which had been in force since 01 May 2012. On the other hand, QICDRC relies primarily on the Arbitration Law, the Qatar Financial Centre Civil and Commercial Court Regulations and Procedural Rules issued in December 2010, and the institutional rules as may be agreed between the parties.

As of the date of this publication, there are no amendments being considered.

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

While arbitration has become a common dispute resolution mechanism in Qatar in the recent years, especially in resolving disputes related to construction contracts, it can still be considered as a relatively new legal development within the State. As such, there is no specialist arbitration court in the country.

8. What are the validity requirements for

an arbitration agreement under the laws of your country?

To be valid and enforceable, the Arbitration Law requires the arbitration agreement to be in writing. It must be contained in a document signed by the parties or in a form of paper or electronic correspondence, or by any other means of communication, which allows proof of receipt. The arbitration agreement may be deemed to have fulfilled the requirement of being in writing if one party claims that it exists, for example through the Request for Arbitration or Statement of Claim), and the other party does not raise any denial in its defence.

Reference in a contract to a separate document which contains the arbitration agreement may also be considered as valid if the reference is clear as to the inclusion of said document or agreement as part of the parties' contract.

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

The Arbitration Law specifically provides that an arbitration agreement shall be deemed independent of the other clauses of the contract where the arbitration clause may have been included or referred to. The law also stipulates that the nullity, rescission or termination of the contract shall have no effect on the arbitration clause contained therein, as long as the clause is valid by itself.

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, we are not aware of any case when Qatar courts upheld the validity and enforceability of an international arbitration agreement solely on the basis that it would be considered as valid under one of the national laws which is potentially applicable to it.

If the parties agree to the laws of the State of Qatar as the governing substantive law, Qatar courts would apply the provisions of the Arbitration Law in determining the validity and enforceability of an arbitration agreement. In this regard, it must be noted that one of the grounds for filing an annulment of arbitral award pursuant to Article 33 of the Arbitration Law and for challenging an application for enforcement in accordance with Article

35, is if the arbitration agreement is invalid under the law to which the parties have agreed to apply said agreement or under the law of the country where the award was made if the parties fail to agree on that.

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

There are no specific guidance in the Arbitration Law with regard to multi-party or multi-contract arbitration.

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?

There are no specific rules under the Arbitration Law regarding instances when third parties or non-signatories may be bound by an arbitration agreement. However, in accordance with the general principles stipulated in the Civil Law No. 22 of 2004, the effects of an agreement shall be binding only to the parties thereof and to their successors. Thus, a third party or non-signatory cannot be bound by an arbitration agreement as per Qatar laws.

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

According to the Arbitration Law, there are certain matters which may not be referred to arbitration, which include:

- administrative contract disputes, except if the approval of the Prime Minister or his delegated person has been obtained;
- disputes arising between public juridical persons; and
- matters in which conciliation is not permitted.

The above matters govern the issue of arbitrability of a dispute. Further, the Arbitration Law requires that the arbitration agreement be in writing; otherwise, it is void. Therefore, if the arbitration agreement is not in writing, the dispute may not be arbitrable.

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 any recent decisions issued by Qatar courts which specifically relate to choice of law applicable to an arbitration agreement where no such law has been specified by the parties.

Having said this, in respect of the applicable arbitration rules and procedures, the Arbitration Law generally provides that the parties may agree to the arbitration procedures, including rules of evidence that must be followed by the tribunal. However, the arbitral tribunal may apply the procedures or rules that it may deem appropriate if the parties fail to agree to such applicable rules and procedures.

With regard to the applicable substantive law, the Arbitration Law stipulates that the arbitral tribunal must determine the dispute pursuant to the legal rules agreed by the parties. Accordingly, if the parties agree to implement the law of a certain country, only the substantive law of that country must be followed. If the parties failed to agree to applicable legal rules, then the arbitral tribunal shall apply the law pursuant to conflict of laws rules.

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

The parties' choice of substantive law is always given effect. In particular, the Arbitration Law provides that the arbitral tribunal shall determine the dispute pursuant to the legal rules agreed by the parties. As such, if the parties agree to implement the law of a certain country, only the substantive law of that country must be followed, and not the rules related to conflict of laws, unless the parties agree otherwise. In the absence of any agreement between the parties in respect of the applicable substantive law, then the arbitral tribunal shall apply the law in accordance with the conflict of laws rules.

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

The Arbitration law requires that the Arbitral Tribunal shall comprise one or more arbitrators, in accordance with the agreement of the Parties. If no agreement exists, the Arbitral Tribunal shall comprise of three arbitrators. Further, in case of multiple arbitrators, their number must be odd; otherwise, the Arbitration shall be void.

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

According to the Arbitration Law, if no agreement exists between the parties in relation to the number of arbitrators, the default number will be three.

If the Arbitral Tribunal is to comprise of only one arbitrator, the appointment may be made by the Competent Court at the request of any party to the dispute. If the Arbitral Tribunal is to comprise of three arbitrators, then each party will nominate an arbitrator and the two arbitrators together shall appoint the presiding third arbitrator. In case of any disagreement or failure of either of the parties to fulfil their obligations during this process, the Competent Court will conduct the appointment. Moreover, in case of multiple parties as claimants or as respondents, they shall jointly appoint arbitrators, unless agreed otherwise. The same default procedure will be followed in multipartite arbitrations

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

According to the Arbitration Law, in case of failure to reach an agreement on the appointment of an arbitrator, either party may submit a request to the competent court to appoint the arbitrator. Moreover, in case the Arbitral Tribunal consists of three members and the parties fail to reach an agreement on the appointment of the thirst member, either party may submit a request to the Competent Court to appoint the arbitrator.

The Competent Court, may choose the arbitrator from the registry of arbitrators at the MoJ or carry out any required verifications for the appointment of an arbitrator who is appropriate for the nature of the dispute. If the Competent Court is involved in the appointment of the Arbitral Tribunal in any of the above cases, its decision in such cases, the is final and cannot be appealed.

Moreover, it is worth noting that when appointing an arbitrator, the Competent Court must consider the nature and circumstances of the dispute, the qualifications required of the arbitrator in accordance with the parties' agreement, and other factors that would ensure the appointment of an independent and impartial arbitrator when making the decision to appoint an arbitrator. Further, it is also required to give adequate respect to the nationality of the arbitrator when choosing an arbitrator or a third arbitrator, while considering the nationality of the parties.

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

Pursuant to the Arbitration Law, an arbitrator may not be dismissed from the arbitration unless there are circumstances that could give rise to justified suspicions about their impartiality or independence, or if they do not meet the requirements set forth by the parties. Further, neither party may seek to remove an arbitrator that it has appointed or has assisted in the appointment of, except for grounds which such party becomes aware of after the appointment has taken place.

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

A potential arbitrator must disclose in writing any circumstances that might raise questions about their independence or impartiality. This requirement remains in effect even if these circumstances arise following their appointment.

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

The Arbitration Law deals with situations where an arbitrator is unable to perform or to commence his functions, or ceases to perform it, leading to an unjustifiable delay in the arbitral proceedings and where, in such situation, the arbitrator fails to recuse himself, and the parties do not agree on his removal. In such case, the Competent Court, may order that his duties be terminated on the application of a party. The decision of the Competent Court in this case shall be final and shall not be subject to any form of challenge. The substitute arbitrator shall be appointed in accordance with the procedures applicable at the time of appointing the replaced arbitrator.

22. Are arbitrators immune from liability?

Pursuant to the Arbitration Law, an arbitrator shall not be held liable for exercising his duties as arbitrator, unless he has done so in bad faith, colluded or is grossly negligent.

23. Is the principle of competencecompetence recognized in your country?

Yes, the Arbitration Law affords the Arbitral Tribunal the power to rule on any jurisdictional challenge raised by either party. However, the Arbitral Tribunal's decision in this instance is subject to review by way of appeal to be filed before the Competent Court within thirty days. In such case, the decision of the Competent Court shall be final, and not subject to any form of appeal. Further, such appeal as aforementioned, shall not prevent the Arbitral Tribunal from continuing the arbitral proceedings or from issuing its award.

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

Pursuant to the Arbitration Law, courts must dismiss any claims subject to arbitration if the Respondent upholds the existence of the Arbitration Agreement, before submitting any statement or defence on the subject matter of the claim. The court may, however, accept the claim in situations when the Arbitration Agreement is void, ineffective, or unable to be carried out.

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

If the respondent fails to submit a statement of defence in the specific time frame required pursuant to the Arbitration Law, the Arbitral Tribunal shall continue the proceedings, without the respondent's failure being considered an acknowledgement by the respondent of the claimant's claims. The Arbitration Law allows the Arbitral Tribunal to continue with the arbitral proceedings and determine the dispute, based on the evidence and elements of proof available to it, if any of the Parties fail to attend any of the hearings or to submit the requested evidence, documents or information.

Further, the Arbitration Law allows the Arbitral Tribunal, or any of the Parties, with the approval of the Arbitral Tribunal, to request the assistance of the Competent Court in taking evidence related to the subject-matter of the dispute, including technical expertise services and examination of evidence. However, this does not extend to compelling a party to participate in the proceedings.

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?

The Arbitration Law does not expressly provide the Tribunal with any authority over individuals or entities that are neither a party to the arbitration agreement or a signatory to the contract containing an arbitration agreement. In cases where a third party, whether foreign or domestic, wished to voluntarily join the arbitration proceedings and all parties were in agreement with the joining of that third party, the arbitration agreement would be required to be amended so as to incorporate that third party with all parties being required to agree to the amendment

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

Pursuant to the Arbitration Law, the Arbitral Tribunal may issue provisional orders or interim judgments in order to avert irreparable injury depending on the nature or circumstances of the dispute. In such cases, the other party or parties to the dispute must receive a copy of any application filed by the Tribunal to the Competent Court for the purpose of enforcement. Further, all temporary orders issued by an Arbitral Tribunal must be enforced by Qatari courts, unless doing so would be against the law or would violate Qatari law or contravene public policy.

Upon a party's request or the Arbitral Tribunal's own initiative, an interim order may be modified, suspend, or terminated.

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

We are not aware of the local courts considering an antisuit or anti-arbitration injunction, however we are of the view that where an Arbitration Agreement agrees to a specific dispute resolution proceedure that is contrary to a commenced arbitration, it is open to the parties to seek such an injunction before the local courts. Notwithstanding our views in this regard, the time frame for obtaining such an injunction could potentially be a limiting factor or a deterrent to a party seeking the same.

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?

The Arbitration Law allows the Arbitral Tribunal, or any of the Parties, with the approval of the Arbitral Tribunal, to request the assistance of the Competent Court in taking evidence related to the subject-matter of the dispute, including technical expertise services and examination of evidence. Moreover, the Competent Court may enforce the request for assistance, within the scope of its authority, in accordance with the rules it applies concerning obtaining evidence, including the judicial delegation of authority and sentencing witnesses who fail to appear before the court or who refrain from responding, in accordance with the procedures and penalties prescribed in the Civil and Commercial Procedures Law.

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

According to the Arbitration Law, arbitrators must be impartial and independent. The Arbitral Tribunal is required to treat parties equally and provide them with full and equal opportunity to present their claim, defences and pleas. The Arbitral Tribunal is also required to avoid any unnecessary delay or expense in order to ensure a fair and expeditious means for resolving the dispute.

With respect to counsel, the practice of law in the State of Qatar is regulated by Law No. 23 of 2006, the Advocacy Law ("Advocacy Law"). The law sets out typical professional obligations, with which legal practitioners are required to comply, including duties of confidentiality and acting with integrity, honour and honesty.

Qatari national lawyers must be enrolled with the Lawyers Admission Committee established with the Ministry. Authorisation from the Lawyers Admission Committee may also be granted to non-Qatari lawyers if they are able to satisfy the requirements of the Advocacy Law.

31. In your country, are there any rules

with respect to the confidentiality of arbitration proceedings?

Pursuant to the Arbitration Law, arbitration proceedings and any documents generated during proceedings are confidential and cannot be made public without the parties' consent or a court order.

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

Unless the parties agree otherwise, the arbitral award will state who shall pay the costs and fees associated with the arbitration. While the Arbitration Law is silent on the method for allocating costs between the parties, the general practice of courts in Qatar is to allocate costs against the losing party pursuant to the Civil and Commercial Procedure Law.

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

The award of interest is generally prohibited under Qatar law as a matter of public policy

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 key provisions dealing with recognition and enforcement of an award are set out in Articles 31 of the Arbitration Law. An award must be in writing and shall state the reasons upon which it is based unless the parties agree otherwise or if the specific legal rules applicable to the arbitral proceedings do not require a statement of reason.

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?

Recognition and enforcement timeframes vary however this can typically occur within 6 to 12 months.

Article 34(3) of the Arbitration Law provides that an application for the recognition and enforcement of the arbitral award may only be made after the expiration of

the time for applying to set aside the arbitral award. Provided the parties are properly served, and subject to Article 34(3), an application for enforcement can be made on an ex parte basis.

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?

Recognition and enforcement of arbitral awards are subject to Article 34 of the Arbitration Law, and in particular the following:

- An arbitral award shall have the status of res judicata and shall be enforceable, in accordance with the provisions of the Arbitration Law, regardless of the country in which the award was issued.
- An application for the enforcement of the arbitral award shall be submitted in writing to the competent judge, with a copy of the Arbitration Agreement, and the original award or a certified copy of its in the language in which it was issued, along with a certified Arabic translation if it was issued in a foreign language, unless the parties agreed on alternative methods to enforce the arbitral award
- An application for enforcement of the arbitral award shall not be accepted until the lapse of the time limit set for the submittal of the application for setting aside the arbitral award.

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

While there is no imposition of limits on remedies available in arbitration, any remedy contrary to public policy in Qatar would not be enforceable by the local court. It is also notable that while Qatari law permits full compensation for damage suffered and further permits parties to agree to contractual limitation of damages, the Qatar Civil Code does not recognize punitive damages. See further our response to question 39 regarding interest.

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

grounds and procedure?

There are limited grounds to challenge the enforcement of an arbitral awards under the Arbitration Law, which include:

- If any party to the arbitration agreement is proven to be incompetent or incapacitated at the time of the conclusion of the agreement or if the arbitration agreement is invalid;
- The party seeking the annulment or contesting the arbitral award has not been duly notified of the appointment of the arbitrator or the arbitral proceedings, or was unable to present its defence for any reason beyond its control;
- The award decided on matters which are beyond the scope of the arbitration agreement; or
- The composition of the tribunal, appointment of arbitrator(s), or the arbitral proceedings were made in contradiction of the law or agreement of the parties; or if it was not agreed upon, were in contradiction of the law of the place where the arbitration took place.

Further, the competent court can annul an arbitral award, on its own motion, if the court finds that the subject matter of the dispute is not capable of being resolved by arbitration under Qatar laws, or if the arbitral award is in conflict with Qatar's public policy.

Any application for annulment must be filed before the competent court within one month from the date on which the parties have received the arbitral award, from the date when the contesting party is notified of the award, or from the date of issuing any correction, interpretation or additional award. Parties may agree in writing to extend this time limit. The decision of the competent court on the application for annulment shall be final and binding and cannot be subject to any further appeal.

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)?

No it is not possible for the parties to waive the right to file an annulment action.

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?

The only parties that can be bound by the arbitration award are the signatories to the arbitration agreement.

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

We are not aware of any recent court decisions in Qatar considering third party funding in connection with arbitration proceedings.

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

The Arbitration Law does not include any provisions regarding the appointment of emergency arbitrators.

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?

No, in Qatar there are no arbitral laws for simplified or expedited procedures for low value claims.

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

As a consequence of how multi-cultural the Qatari society is, with a significant expatriate population, diversity in choice of arbitrators and counsel whether on account of gender, age or origin, has existed for some considerable time. There are international firms established both onshore and within the Qatar Financial Centre, together with numerous nationally established law firms. These firms attract counsel from diverse backgrounds.

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?

We are not aware of any published decisions setting aside an award that has been enforced in another jurisdiction or vice versa under the current Arbitration Law

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?

There have been recent cases before the Qatar Courts considering the issue of corruption, including Case No. 194/2022 in connection with economic crimes of fraud resulting in prison terms of 3 years for fraud and 7 years for money laundering together with imposition of a QAR72 million fine; and Case No. 2267/2022 in connection with bribery and money laundering in connection with 15 individuals with convictions being made against all individuals charged with imposition of prison terms ranging from 9 to 14years and fines of between QAR3 million and QAR36 million.

Law No. 20 of 2019 was issued promulgating the Anti-Money Laundering and Anti-Terrorism Law. With regard to criminal matters, the public prosecutor is the authorized to bring an action against a defendant, and is required prove the alleged corruption. The court considers any criminal act from which money or benefit is acquired as the standard for proving corruption.

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

There have been a number of measures applied by arbitral institutions as a result of the COVID-19 pandemic, which on a whole has provided additional convenience to the parties and their legal representatives. Notable changes include electronic filing of requests and submissions, without the need for hard copy filing; and conducting hearings via video conferencing rather than in person.

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?

Please see our response to question 47 directly above. Because of the pandemic there has been an increased reliance on technology, which we foresee as continuing given that the same has proven potential cost and time effective.

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

We are aware that there has been academic analysis regarding climate change law, policy and litigation in Qatar, conducted by Aaron Richard Harmon and John Truby in January 2021. The authors of that publication noted with regard to litigation, that absent quantifiable damages to personal interests, "private parties in Qatar, whether natural or corporate, have no standing under the Qatari Civil Code or the Environmental Protection Law to sue other parties for climate change, social justice, pollution, or other environmental issues", a position with which we agree.

Moreover, in February 2023 the International Conference on Climate Change and Human Rights was held in Doha, and discussed "Climate Change and Human Rights: Implications and Obligations, this conference highlighted Qatar's efforts in protecting environment and addressing climate change, and reviewed aspects of its commitments in this field internally and externally; and speakers pointed to the emergence of this trend in the Qatar National Vision 2030 which incorporated environmental development as a key pillar, and the National Climate Change Action Plan 2030 which sets a clear road map on how Qatar can fulfill its international obligations to mitigate the effects of climate change, and its intensive support presented externally to developing

countries and concerned international organizations on more than one level and on various fronts to confront the global phenomenon of climate change.

With respect to the Human right's regulations, there have been recent amendments in relation to the Worker rights in Qatari legislations, namely, Law no. (17) of 2020 Determining the Minimum Wage for Workers and Domestic Workers and Decree; and Law No. (18) of 2020 amending some provisions of the Labor Law promulgated by Law No. 41 of 2004;

Additionally, Decree-Law No. (19) of the year 2020 & Qatar Ministerial Decision No. (51) of year 2020 Amending certain provisions of the Law No. (21) of 2015 related to Entry and Exit of Expatriates and their Residence.

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?

As far as we are aware, there have not been any decisions by the Qatari courts considering the impact of 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?

No, in Qatar there has been no specific legislative developments regarding the use of artificial intelligence, generative artificial intelligence or large language models in international arbitration.

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