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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 (the "**AMA**") is the Federal legislation that governs arbitration in Nigeria. Some states in Nigeria also have their respective arbitration laws. For instance, the Lagos State Arbitration Law, 2009 applies to arbitration conducted within Lagos State. However, parties are free to choose the law that would govern their arbitration. Beyond the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958 (the "**New York Convention**") that has been incorporated into the AMA, foreign arbitral awards may also be enforced pursuant to the Foreign Judgment (Reciprocal Enforcement) Act, 1961 and the Reciprocal Enforcement of Judgments Act, 1922.

There are mandatory substantive rules applicable in Nigeria. For instance, Nigerian law will apply to contracts relating to the transfer of title to real property in Nigeria (see sections 1 and 39 of the Land Use Act, 1978). Also, Nigerian law will apply to matters relating to tax, anti-trust or competition law, environmental law, labour and employment. In *Esso Exploration & Production (Nig.) Ltd. et al. v. FIRS et al.* (2017) LPELR-51618 (CA), the Court of Appeal held that tax disputes are not arbitrable because taxation is a matter regulated by statute and a matter of public interest.

The AMA also contains some mandatory provisions. For instance, the AMA requires that (a) an arbitration agreement must be in writing; (b) there should be equal treatment of the parties; (c) that an award must contain certain matters such as the reasons for the award, date of the award and the seat of the arbitration; (d) an arbitral award can only be set aside on limited grounds; and (e) there should be disclosure of third-party funding.

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 New York Convention is contained in the Second Schedule of the AMA. There are no reservations to the general obligations under the New York Convention.

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

Nigeria is a signatory to and ratified the Convention on the Settlement of Investment Disputes between States and Nationals of other States (the "**ICSID Convention**"). Any award made pursuant the ICSID Convention is enforceable as if it were a final decision of the Supreme Court.

4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two? Are there any impending plans to reform the arbitration laws in your country? Has your jurisdiction adopted, or is it considering adopting, the amendments of 6 July 2026 regarding electronic awards and communications?

Yes, the AMA is largely modeled after the UNCTRAL Model Law, 2006. More so, in the interpretation of the provisions of the AMA, the Courts may have recourse to the *travaux preparatoires* of the UNCTRAL Model Law on International Commercial Arbitration. See section 91(10) of the AMA.

As earlier mentioned, there are significant similarities between the AMA and the UNCITRAL Model law. However, the AMA introduced several innovative provisions to cater for the intricacies of international arbitration in modern times. Some of these provisions include provisions on emergency arbitrators, an award review tribunal, third-party funding, consolidation of arbitration proceedings, introduction of a "substantial justice" requirement for setting aside an arbitral award. There are no provisions for these items in the UNCITRAL Model Law.

The AMA was only recently enacted in 2023 and there are currently no plans to reform or repeal it.

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

Arbitral institutions in Nigeria includes: (a) Chartered

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Institute of Arbitrators (CIArb) UK (Nigeria Branch); (b) Lagos Chamber of Commerce International Arbitration Centre (LACIAC); (c) Lagos Court of Arbitration (LCA); (d) Nigerian Institute of Chartered Arbitrators (NICArb); and (e) Regional Centre for International Commercial Arbitration, Lagos (RCICAL).

The extant arbitration rules of the above-mentioned arbitration institutions, respectively, are (i) CIArb Arbitration Rules, 2015; (b) LACIAC Rules of Arbitration, 2016; (c) LCA Arbitration Rules, 2018; (d) NICArb Arbitration Rules, 2018; and (e) RCICAL Arbitration Rules, 2019. There are no amendments being considered in relation to these arbitration Rules.

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

No. There is no specialist arbitration court in Nigeria.

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

There are formal and substantive requirements for an arbitration agreement to be valid under the Nigerian law.

On the formal requirements, the AMA requires an arbitration agreement to be in writing. This requirement would be met where (a) the agreement is recorded in any form, and the information therein is accessible so as to be usable for subsequent reference or (b) it is contained in an exchange of points of claim and defence in which the existence of an agreement is alleged by one party and not denied by the other.

On the substantive requirements, the general principles of contract law may also apply to arbitration agreements. Arbitration agreements are subject to the substantive requirements for validity that are commonly applied to any type of contract. According to section 5(1) of the AMA, an arbitral agreement will not be enforced if it is found to be "*void, inoperative or incapable of being performed*." Hence, any valid arbitration agreement must reflect the mutual and free will of the parties to resort to arbitration. Elements of fraud, illegality, or lack of capacity, among others, would constitute a basis to annul an arbitration agreement.

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

Yes. The doctrine of separability applies to arbitration clauses in Nigeria. The AMA provides that an arbitration clause which forms part of a contract shall be treated as an agreement independent of the main contract (see AMA, s. 14(2).) Thus, the validity or otherwise of the main contract does not affect the validity of the arbitration clause contained in that contract.

9. 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 Nigerian courts in considering the enforceability of an arbitration agreement. Every arbitration agreement must meet the requirements prescribed by the AMA.

10. Are asymmetric arbitration clauses – for instance, where one party has the right to choose between arbitration or litigation while the other party does not have this option – valid in your jurisdiction?

Asymmetric arbitration clauses are valid and enforceable under the Nigerian law. In *United World Limited v. MTS Limited* [1998] 10 NWLR (Pt. 568) 106, the Court held that "*when a party to an agreement with reference to arbitration has compromised his position by being signatory to the agreement the contents of which give numerous alternatives remedies to the other party, other than resort to arbitration, and by evincing an intention to compromise to an act of the party which he is complaining about, he has robbed himself of competence or premise of referring the subject matter of complaint to an arbitration.*"

11. 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, only parties to an arbitration agreement are bound by an arbitration agreement. However, a third party or non-signatory may be bound by an arbitration agreement. (See s. 40(1) of the AMA.) The instances where this will occur are not settled but depend on the facts and circumstances of each case. Some of the instances may include where: an agent entered and

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signed the arbitration agreement on behalf of a disclosed principal; a party to contract expressly consents to be bound by the arbitration agreement in the inter-related agreement and the signatories to that agreement consents; there is an incorporation of contract that contain an arbitration agreement, if a company within a group can be said to be the agent or employee or tool or *simulacrum* of another, then the companies within the group will be treated as one (*Union Beverages Ltd. v. Pepsicola Int*. Ltd. (1994) 3 NWLR (Pt. 330) 1) .

In the recent case of *EMTS Limited v. Afdin Ventures Limited et al.* (2026) LPELR-83327 (SC), the Supreme Court held that an arbitration agreement is not confined to its signatories as it may extend to persons claiming through or under it, including those who derive benefits from or assume obligations under the contract. According to the Supreme Court, a party who has derived substantial benefit or is innately connected to a process cannot evade the binding consequences of such process.

Another important case is *Metroline (Nig) Ltd. & Ors v. Dikko* (2018) LPELR-46853 (CA). In this case, the Court of Appeal held that the special purpose vehicle (SPV) created by the parties pursuant to their main contract (a joint venture agreement) was not an outsider to an arbitration agreement, but rather "*a child of that agreement and more to say, a beneficiary*". The Court further elucidated that the SPV's interest in the claim was akin to that of the parties (even though it was not an original party to the main contract).

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

No, there are no recent court decisions. However, a case was decided on the point in 2015. In *North Pole Navigation Co. Ltd. v. Milan (Nig) Ltd.* (2015) LPELR-25865(CA), the Court held that "*in a situation where venue is not stated in the arbitration clause, and applicable law is also not stated, the practice normally is that the law of the seat of arbitration becomes the applicable law that will guide the arbitration or tribunal. Generally, [three] basic questions are asked, these are:* ***(i)*** *Have the parties expressly chosen the governing law?* ***(ii)*** *If answer is No to (i) above have parties impliedly chosen governing law of the arbitration agreement?* ***(iii)*** *If answer is No to (i) and (ii) above, which system of law has the closest and most real connection with the arbitration agreement.*"

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

Generally, the arbitral tribunal shall decide the disputes in accordance with the rules of law chosen by the parties as applicable to the substance of the dispute. However, where the parties fail to choose the law applicable to the substance of the dispute, the arbitral tribunal shall apply the law determined by the conflict of law rules which it considers applicable. (See s. 15(3) of the AMA.)

The Nigeria general conflict-of-laws rule is that where parties fail to expressly choose a governing law under a contract, and such choice cannot be inferred from a holistic reading of the contracts, the courts typically go to the legal system that has the "*closest and most real connection*" with the contract. Hence, every factor connected with the contract must be considered to determine the law that has the closest and most real connection to the contract.

In carrying out this exercise, the courts will consider, among others, the law of the place where the contract is made or negotiated; the law of the place of performance of the contract; the domicile, nationality or place of business of the parties; the location of the subject-matter of the contract; the currency of payment; and the language of the contract. In this regard, the court considers the circumstances as a whole but typically accords more weight to factors such as the law of the place of performance of the contract. See *Cold Containers (Nig) Ltd. v. Collis Cold Containers Ltd.* (1977) NCLR 97, 119.

Further, the law enjoins the arbitral tribunal to (a) decide in accordance with the terms of the contract, and (b) where established by credible evidence, take account of the usages of the trade applicable to the transaction. See s. 15(5) of the AMA.

14. In your country, are there any particular requirements for and/or restrictions in the appointment of arbitrators?

No. Parties are free to appoint any arbitrator of their choice. Moreover, the AMA provides that a person shall not be precluded by reason of the person's nationality from acting as an arbitrator, unless it is agreed to by the parties. See s. 7(1) of the AMA.

15. Can the local courts intervene in the selection

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of arbitrators? If so, how?

Yes. When the **(i)** parties fail to appoint arbitrator(s) as agreed, or the **(ii)** two arbitrators appointed by the parties are unable to appoint the third arbitrator, within 30 days of being required to do so, a party may apply to the court to make such an appointment, unless the appointment procedure agreed to by the parties provides for other means for securing such appointment. See s. 7(3)(4) of the AMA.

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

Yes, the appointment of an arbitrator may be challenged where **(i)** there are circumstances which give rise to justifiable doubts as to the impartiality or independence of the arbitrator; or **(ii)** the arbitrator does not possess the qualifications agreed upon by the parties. (s. 8(3) of the AMA).

The parties may agree on the procedure for challenging an arbitrator's appointment. However, in the absence of such agreement, a party who intends to challenge the appointment shall, within 14 (fourteen) days of becoming aware of the circumstances complained of, send a written statement of the reasons for the challenge to the arbitral tribunal. The arbitral tribunal shall decide on the challenge, unless the challenged arbitrator withdraws or the other party (or parties) agree to the challenge.

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

No. Such issues are not in the public and are very confidential. The AMA requires a person approached in connection with possible appointment as an arbitrator to disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

18. Are arbitrators immune from liability?

Yes, the AMA grants arbitrators (and their employees) immunity against liability for act or omission in the discharge of their functions, unless their action or omission is shown to have been in bad faith. However, such immunity shall not affect any liability incurred by an arbitrator by reason of such arbitrator's withdrawal. S. 13 of AMA.

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

Yes. s. 14(1) of AMA provides that the arbitral tribunal shall rule on its own jurisdiction, including any objection with respect to the existence or validity of the arbitration agreement.

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

The Nigerian Courts are generally inclined to stay the proceedings pending the determination of arbitration. See *Global Formwork (Nig) Ltd. v. Musa & Ors* (2022) LPELR-57776 (CA); and *Nova Biomedical Corporation & Anor v. Accouns (Nig) Ltd* (2023) LPELR-60310(CA). The AMA mandates the courts to stay proceedings commenced in breach of arbitration agreement unless the court finds that the agreement is void, inoperative or incapable of being performed. (S. 5 of the AMA.)

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

A party cannot be compelled to participate in an arbitration. However, if a party fails to participate without showing sufficient cause, the arbitral tribunal may continue the proceedings and make an award on the evidence before it. S. 41(1)(b) of the AMA. *Stabilini Visinoni Ltd. v. Mallinson & Partners Ltd.* (2014) LPELR-23090(CA).

22. 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?

Yes. See our response to question 11 above. A third party can voluntarily join an arbitration. However, it must be shown that third-party is bound by the underlying arbitration agreement. If all parties agree to the intervention, the tribunal is bound by such agreement. If all parties do not agree to the intervention, the tribunal has the power to allow such third-party to be joined if the tribunal finds that, *prima facie*, such party is bound by the arbitration agreement. However, the arbitral tribunal may

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find, after giving all parties, including the third party to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of the parties.

23. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal? Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country? What is the approach of local courts in your jurisdiction to anti-arbitration injunctions issued in breach of arbitration agreements? Have there been any recent decisions on this point?

The interim measures available to a party in an arbitration include an order for a party to (a) maintain or restore *status quo* pending the determination of the dispute, (b) take action that may prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself, (c) preserve assets from which a subsequent award may be satisfied, or (d) preserve evidence that may be relevant and material to the resolution of the dispute or preserve the subject of the arbitration itself. S. 20(2) of the AMA.

The local courts have the power to and can issue interim measures of protection pending the constitution of the arbitral tribunal.

Anti-suit/anti-arbitration injunctions are available in Nigeria. According to the Court of Appeal in *S.P.D.C.N. Ltd. v. C.I.N.R. Ltd.* (2016) 9 NWLR (Pt. 1517) 300, the Nigerian courts can grant an order of injunction enjoining a foreign arbitration proceeding. However, the Court also emphasized the need for caution in the grant of anti-arbitration injunction, especially one in which a foreign tribunal will be enjoined thereon. Such an injunction is not granted as a matter of course but will generally only be granted in exceptional circumstances.

However, anti-suit/anti-arbitration injunctions may be difficult to enforce in Nigeria, as such injunctions do not fulfil the conditions for the enforcement foreign monetary judgment in Nigeria. Hence, they generally have no binding effect on Nigerian Courts.

24. 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 evidential matters in arbitration. Under Nigerian law, the general rules of evidence do not apply to arbitral proceedings. S. 256(1)(a) of the Evidence Act, 2011. The arbitral tribunal has the discretion to determine the procedure/rules governing evidentiary matters, subject to the agreement of the parties.

However, the local courts may, at the request of a party, compel the attendance of a witness to testify or produce documents before an arbitral tribunal. S. 43 of the AMA.

25. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country? Do these codes and professional standards apply only to counsel and arbitrators having the nationality of your jurisdiction?

The Legal Practitioners Act and the Rules of Professional Conduct for Legal Practitioners, 2023 (the "**Rules**") regulate the conduct of persons qualified to practise law in Nigeria. The rules set out ethical codes for legal practitioners with respect to their conducts within the legal profession and also extend to their conducts in the course of representing clients in arbitration proceedings. Other professionals (*e.g.* accountants and estate valuers) also have ethical codes that regulate their conducts. Although there is no specific ethical code applicable locally to arbitrators, the AMA requires an arbitrator to be impartial, independent, and decide the dispute without unnecessary delay. Sections 1 and 8(1) of the AMA.

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

There is no specific provision under the AMA mandating confidentiality of arbitral proceedings. Nonetheless, confidentiality of arbitration proceedings is one of the factors that parties in Nigeria consider in choosing arbitration, as against litigation.

27. How are the IBA guidelines on conflicts of interest and other similar soft law sources viewed by courts and tribunals in your

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jurisdiction? Are they frequently applied? Have any developments under the 2024 IBA Guidelines, including the expanded Orange List, the treatment of social media conduct, or due diligence obligations on parties, and the UNCITRAL Code of Conduct for Arbitrators been addressed by courts and tribunals in your jurisdiction?

The IBA guidelines on conflicts of interest are widely accepted and applied within the Nigerian arbitration community as they provide guidance on determining impartiality, independence and necessary disclosures.

28. How are the costs of arbitration proceedings estimated and allocated? Can pre- and post-award interest be included in the principal claim and costs incurred?

The determination of who to bear the cost of arbitration is usually determined by the agreement of the parties or where there is no agreement by the parties, the arbitral Tribunal will determine who pays the cost of the arbitration. See *Polaris Bank v. Magic Support (Nig) Ltd.* (2020) LPELR-53106 (CA) Pp 34 – 37 Paras C – B.

Generally, the guiding principle for the allocation of costs in arbitration in Nigeria is that "costs follow the event". The costs of arbitration shall in principle be borne by the unsuccessful party. However, in appropriate circumstances, the tribunal may apportion the costs between the parties if it determines that the apportionment is reasonable. Art. 50(1) of the Arbitration Rules contained in the First Schedule of the AMA.

In fixing the costs of an arbitration, the arbitral tribunal shall take into consideration: the arbitral tribunal's fee, travel and related expenses, cost of expert advice, and other tribunal support travel and other expenses of parties, witnesses and other experts consulted by the parties to the extent that the expenses are approved by the tribunal; cost of legal representation and assistance of the successful party, where such costs were claimed during the proceeding and to the extent deemed reasonable by the tribunal; administrative costs, including those of the arbitral institution or appointing authority, venue, sittings, and correspondence; costs of obtaining third-party funding; and other costs as approved by the tribunal. S. 50 of the AMA.

Unless otherwise agreed by the parties, a party can claim, and the arbitral tribunal may award pre-award and post-award interest on the principal claim or amount awarded by the tribunal. Section 46(2) of the AMA.

29. How are applications for security for costs viewed in your jurisdiction?

Under the AMA, the arbitral tribunal has the power to, upon the application of a party, order a claimant or counterclaimant to provide security for costs either by way of deposit, bank guarantee, or any other manner and upon the terms as the tribunal considers appropriate. In the event that a party fails to comply with the order for security, the tribunal may stay that party's claim or even dismiss them in the award. Section 52(1) and (4) of the AMA.

30. 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?

Every award should be in writing and signed by the arbitrator or arbitrators. Where there is more than one arbitrator, the signatures of a majority of the members of the arbitral tribunal will suffice, provided the reason for any omitted signature is stated.

An award is required to state the reasons upon which it is based, unless (a) the parties have agreed that reasons should not be given, or (b) it is a consent award. (Section 47(3)(a) of the AMA.)

A party seeking recognition and enforcement of an award shall exhibit in its application the (a) original award or a certified copy, (b) original arbitration agreement or a certified copy thereof, and (c) where the award or arbitration agreement is not in English, a certified English translation of the award.

31. What is the estimated timeframe for the recognition and enforcement of an award (domestic and international)? Can a party bring a motion for the recognition and enforcement of an award on an ex parte basis? Would the standard of review be different for domestic and international awards?

Arbitral awards must be enforced within six (6) years from the date the cause of action arose. However, in computing the timeframe, the period between the commencement of the arbitration and the date of the

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award shall be excluded. Section 34(4) of the AMA.

A motion for the recognition and enforcement of an award must be on notice and, unless the court orders otherwise, be served on the defendant within one (1) month from the date the motion is issued. (Rule 3(1)(f) and (2), Arbitration Proceedings Rules, 2020.) However, Order 52 Rule 16 of the Federal High Court (Civil Procedure) Rules, 2019 permits the application to be brought *ex parte,* although the Judge may direct that the application be made on notice.

The standard of review is the same for domestic and international awards. International awards, irrespective of the country in which they were made, are recognized as binding and enforceable in the same manner as a domestic award.

32. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure in this regard? Is it possible for parties to waive any rights of appeal or challenge to an award by agreement?

Arbitration awards cannot be appealed, but they can be challenged in court through an application for setting aside. Section 55(1) of the AMA. The grounds for challenging or setting aside an award are limited and include: (i) legal incapacity of a party; (ii) invalid arbitration agreement; (iii) lack of proper notice of arbitrator's appointment or of the proceedings or inability to present its case; (iv) the award dealt with disputes not contemplated in the agreement or terms of submission; (v) the award addressed matters beyond the scope of submission; (vi) the composition of the tribunal, or the arbitral procedure was not in accordance with the parties' agreement or the AMA; (vii) non-arbitrability of the subject-matter; and (viii) award is against public policy in Nigeria. (s. 55(3), AMA.)

To challenge an award, the applicant must file an originating motion within three (3) months from the date the applicant received the award, or, where the applicant made a request to the tribunal for correction or interpretation of the award, from the date the tribunal disposed of that request. (s. 55(4), AMA).

There is no provision in the AMA that permits parties to waive their right to challenge an award by agreement. However, since the decision to apply for setting aside is a potential recourse to courts, it might be viewed by the Nigerian courts as an infringement of the aggrieved party's right to access justice, which is constitutionally guaranteed in Nigeria.

33. 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?

An arbitral award is binding only on the parties to the arbitration. Third parties or non-signatories may not challenge the recognition of an award.

34. Are there any rules / court decisions that regulate or prohibit third party funding of arbitration proceedings – for instance, where funding by an entity not involved in the dispute in return for a share of the eventual award may be barred – in your jurisdiction?

In Nigeria, third-party funding of arbitration is permitted under the AMA. S. 61 of the AMA abolished the torts of maintenance and champerty in relation to arbitration.

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

Yes, there is a provision for emergency arbitrator relief. S. 16 of the AMA. Under Art. 27(6) of the Arbitration Rules of the AMA, the decision of an emergency arbitrator is binding on the parties once rendered and is to be recognized and enforced in the same manner as an interim measure under the AMA. By agreeing to arbitration under the Arbitration Rules, the parties undertake to comply with the emergency decision without delay.

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

There are no provisions under AMA for simplified or expedited procedures for claims under a certain value. However, the law generally requires parties, arbitrators, arbitral institutions, appointing authorities and the court to do all things necessary for the proper and expeditious conduct of all arbitral proceedings. S. 1(4) of the AMA. Thus, the parties may agree to simplified or expedited procedures for resolution of certain claims. This position is the same under institutional rules, such as the LACIAC Arbitration Rules, the LCA Arbitration rules, among others, which allow parties to opt for an expedited process under

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the respective rules.

37. 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?

There are no such court decisions in Nigeria.

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

We are not aware of any decision of a Nigerian court determining corruption allegations in annulment proceedings. However, the standard of proof for corruption in criminal proceedings in Nigeria is proof beyond reasonable doubt. See *Nwankwoala v. FRN* (2015) LPELR-24392(CA) Pp 29 – 30 Paras D – E. The burden of proof lies on the party alleging corruption.

39. 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 Nigeria, including the Lagos Multi-Door Courthouse (LMDC), Lagos Court of Arbitration, and Chartered Institute of Arbitrators, now routinely provide for virtual hearings and electronic filings. Also, 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.

40. Have there been any recent judicial and/or legislative developments in your jurisdiction with regard to disputes involving ESG issues such as climate change, sustainability, social responsibility and/or human rights?

There are no such developments within the arbitration space in Nigeria. However, in the case of *Centre for Oil Pollution Watch v. N.N.P.C.* (2019) 5 NWLR (Pt. 1666) 518, pages 580-581, paras. G-B; Pp. 591-592, paras. G-A, the Supreme Court recognised the increasing concern about climate change, depletion of the ozone layer, waste management, flooding, global warming, decline of wildlife, air, land and water pollution. It further held that suits bordering on climate change are public interest litigation, as they are in the interest of the public including the government, and thereby relaxed the rule on *locus standi* in such cases. The case is not arbitration-related.

41. Have any international economic sanctions regimes been implemented (either independently, or based on EU law) in your jurisdiction recently? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

No. However, Nigeria has adopted targeted sanctions regimes under the Terrorism (Prevention and Prohibition) Act, 2022 (ss. 48-57) and through Central Bank of Nigeria's directives. There are no reported Nigerian cases on the impact of sanctions on international arbitration proceedings.

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