Legal 500
Country Comparative Guides 2026

Saudi Arabia
International Arbitration

Contributor



Legal Advisors,
Abdulaziz I. Al-Ajlan &
Partners in
association with Baker
& McKenzie Limited

Abdulrahman AlAjlan

Principal, Head of Dispute Resolution Practice | abdulrahman.alajlan@bakermckenzie.com

Anton Mikel

Partner, Dispute Resolution Practice | anton.mikel@bakermckenzie.com

Rami Bou Raad

Partner in the Dispute Resolution practice | rami.bouraad@bakermckenzie.com

Aseel Ali

Junior Associate in the Dispute Resolution practice | aseel.ali@bakermckenzie.com

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

Saudi Arabia: International Arbitration

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

The New Arbitration Law, issued on 24/5/1433H (corresponding to 16 April 2012G) (the "**Arbitration Law**") governs domestic and international arbitration in KSA. The Law is broadly based on the UNCITRAL Model Law. The New Arbitration Law and its Implementing Regulations (which came into force on 7 June 2017) are mandatory laws.

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

Saudi Arabia is a signatory to the New York Convention since 1994. Its accession to this treaty was predicated on the principle of reciprocity; that is, that it would enforce the arbitral awards of other signatories to the treaty only if they enforced Saudi awards. The Kingdom's accession to the New York Convention is also predicated on the principle that enforcement of arbitral awards would not violate Islamic law (Sharia) or public policy.

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

Saudi Arabia is also a signatory to the Convention on Judicial Cooperation between States of the Arab League; Convention on the Enforcement of Judgments, Disputes and Judicial Summonses in the Arab Gulf Co-operation Council States; and the Convention on the Settlement of Investment Disputes between States and Nationals of Other States.

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

The Arbitration Law is broadly based on the UNCITRAL Model Law. Arbitral awards are not enforceable in KSA if they violate Islamic law or public policy.

We are not aware of Saudi Arabia adopting the amendments of 6 July 2026 on electronic awards.

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

Until 2016, there had not been any important institutions regulating arbitration in KSA. However, following the issuance of a Council of Ministers decree in 2014 to form an arbitration center to work under the auspices of the Council of Saudi Chambers, the Saudi Center for Commercial Arbitration (the "**SCCA**") was established for the supervision of domestic and international commercial arbitrations in the Kingdom. The SCCA is the first of its kind in Saudi Arabia and sets forth rules for conducting arbitrations in KSA in accordance with international arbitration standards. The SCCA became operational in 2017 and has been recently handling high-value and complex commercial disputes. We are not aware of any amendments to the SCCA rules being considered.

In the latest developments, the SCCA has released its second edition of the SCCA Arbitration Rules (the "SCCA Rules"), effective 1 May 2023. The SCCA Rules build on the first edition and have been developed with a view of reducing costs and maximizing efficiency. A comprehensive review of the earlier edition has resulted in several revisions, which ensure that the SCCA Rules remain up to date and in line with international best practice.

These revisions include, *inter alia*, fixing of costs, consolidation, joinder, coordination of parallel arbitrations and award review. The SCCA Rules encourage the effective use of technology and the use of electronic document transmission and presentation, taking into consideration the environmental impact, with a focus on data protection practices and cybersecurity, as well as promoting more transparency as it relates to, for example, the disclosure of third-party funders.

Furthermore, the discretionary powers of the arbitral tribunal have been expanded to encourage amicable

 © 2026 Legalease Ltd

resolution of disputes, limitations on the length of written statements and document requests, and remote hearings where practical.

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

On 9/4/1440H corresponding to 13 December 2018G, the Permanent Committee of Saudi Arbitration Centers granted a license to establish the Saudi Real Estate Arbitration Center ("**Center**") as the first center of its kind in the Kingdom of Saudi Arabia and the Gulf states. The Center falls under the umbrella of the Real Estate General Authority and has an independent legal personality administratively and financially. The Center's objective is to settle disputes related to real estate activities, whose parties agree to settle it by arbitration or through conciliation and reconciliation within the framework of the Centre, by a fast and simplified electronic mechanism.

Saudi Arabia also has a specialized arbitration institution for sports disputes known as the Saudi Sport Arbitration Center (SSAC). Established in 2016 under the Saudi Olympic and Paralympic Committee, it was the first specialized sports arbitration center in the Kingdom. The SSAC serves as the exclusive authority for resolving sports-related disputes through arbitration and mediation, providing a faster and more specialized alternative to ordinary court proceedings.

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

Article 9 and 10 of the Arbitration Law provide that an arbitration agreement must be in writing and concluded only by persons having legal capacity.

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

According to Article 21 of the Arbitration Law, an arbitration clause which forms part of a contract is treated as an agreement independent of the other terms of the contract, and as such, is separable. The nullification, revocation or termination of the contract which includes said arbitration clause shall not entail nullification of the arbitration clause therein, if such clause is valid.

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?

We are not aware of any such validation principle in Saudi Arabia.

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 of questionable enforceability in Saudi Arabia. Under Saudi law, there has to be a clear and explicit agreement between the parties to arbitrate. Therefore, a clause that gives one party the option to arbitrate and not to the other could be viewed by Saudi courts as null and void.

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?

The arbitration tribunal may request the relevant body or court to assist in the arbitration proceeding as the tribunal deems appropriate for the arbitration process, including summoning a witness or expert or demanding the production of a document. But apart from the forgoing, an arbitration agreement binds only the parties to it. Generally speaking, Saudi court decisions are not published or publicly made available. Moreover, they are not binding on subsequent cases.

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?

We are not aware of any such recent court decisions in Saudi Arabia. However, the decisions of the various courts and judicial committees of Saudi Arabia, including arbitration decisions, and Royal Decrees, ministerial decisions and resolutions, departmental circulars and other pronouncements of official bodies of Saudi Arabia

 © 2026 Legalease Ltd

which have the force of law are not generally or consistently indexed and collected in a central place or made publicly available, and may be designated as confidential. In addition, there is no concept of judicial precedent in Saudi Arabia, which means that the decision of a court or a judicial committee or arbitration panel will have no binding authority in respect of another case. Furthermore, there is no system of court reporting in Saudi Arabia.

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

According to Article 38 of the Arbitration Law, subject to provisions of Sharia and public policy in the Kingdom, the parties are free to contractually agree to any substantive law as the governing law of the arbitration. Pursuant to Article 38 (1) (B) of the Arbitration Law, should the parties fail to agree on a substantive law to govern their dispute, an arbitral tribunal will apply the substantive law that it considers to be most relevant to the subject matter of the dispute. Furthermore, pursuant to article 38 (1) (C) of the Arbitration Law, in making its decision, an arbitral tribunal will take into consideration the provisions of the relevant contract and the current practices in the type of treatment and customs, and the previous dealing between the parties.

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

The Arbitration Law imposes very broad limitations on the choice of arbitrators. Under Article 14, an arbitrator must be legally competent, of good character and conduct and reputation, and hold a university degree in Sharia law or legal sciences. With regard to the last requirement, if the arbitral tribunal is made up of more than one arbitrator, it is sufficient that the head of the tribunal fulfills this condition. There are no explicit nationality or gender restrictions on the choice of arbitrators.

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

In an ad hoc arbitration, the court may intervene in case of a disagreement between the parties about the selection process, or if two arbitrators fail to agree on the choice of a third. The court's intervention must be requested by one of the parties. The court's decisions in this regard are non-appealable, except at the end of the arbitration when a party files an application to have an arbitral award nullified.

If the arbitration is administered by the SCCA, the Center would resolve disputes between the parties as to the selection of the arbitrators.

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?

The Arbitration Law provides that arbitrators may not be dismissed or challenged unless their neutrality or independence is seriously questioned, or if they do not possess the qualifications agreed by the parties to arbitration. No party may demand dismissing the arbitrator they appointed or participated in their appointment unless for reasons that became known after the appointment of such arbitrator.

If arbitrators are not able to perform their duties, or did not commence them, or discontinued them, leading to unjustifiable delay in the arbitration proceedings, and they did not remove themselves from their position, or if the two parties did not agree on their removal, the competent court, in an ad hoc arbitration, may dismiss them upon the request of any party, by a non-appealable decision.

In an arbitration administered by the SCCA, the administrator would resolve any disputes over the appointment of an arbitrator, without the Court's intervention.

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

We are not aware of any recent developments concerning the duty of independence and impartiality or disclosure of the arbitrators.

18. Are arbitrators immune from liability?

There are no explicit provisions in the Arbitration Law attributing liability to arbitrators. However, arbitrators could be held liable for violations of other laws, e.g., anti-bribery law. Moreover, if it is shown that the arbitrator was acting out of self-interest, the arbitral award could be

 © 2026 Legalease Ltd

nullified and the arbitrator held liable for actual, direct damages his/her actions have caused.

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

Yes, the arbitration panel is authorized to decide whether it has jurisdiction to resolve a dispute. Its decision may only be challenged after the issuance of the award and before the competent court.

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

If a party filed its claim with the court first, and the other party timely asserted (typically during the first hearing) its right to arbitration under the agreement, the court would dismiss the claim on jurisdictional grounds, if the court determines that the parties have agreed to arbitration.

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

In an ad hoc arbitration, if one of the parties fails to participate in the arbitration by refusing to appoint an arbitrator, the other party can petition the competent court to compel the non-cooperating party to appoint an arbitrator. If the arbitration is administered by the SCCA, the administrator would appoint an arbitrator for the non-cooperating party.

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?

If all parties agree and the arbitrator agrees to the intervention then a third party can join an arbitration proceeding. If the parties do not agree then the arbitrator cannot allow the intervention.

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?

According to Article 23(1) of the Arbitration Law, the parties to the arbitration may agree that the arbitration tribunal shall, pursuant to the request of any party, order any party to take whatever it deems appropriate of temporary or preventative measures required by the nature of the dispute. The arbitration tribunal may oblige the party demanding these arrangements to submit the suitable financial guarantee to implement this procedure.

Pursuant to Article 22(1) of the Arbitration Law, the competent court may order interim or preventative measures upon the request of one of the parties prior to the commencement of the arbitration proceedings, or pursuant to the arbitration tribunal's request in the course of the arbitration process.

If the arbitration is administered through the SCCA, as per Article 23 of the Arbitration Rules of the SCCA, at the request of any party, the tribunal may order or award any interim, provisional or precautionary measures it deems necessary, including injunctive relief and measures for the protection or conservation of property. A party requesting an interim measure must show, inter alia, that harm not adequately reparable by an award of damages is likely to result if the measure is not ordered and that there is a reasonable possibility that the requesting party will succeed on the merits of the claim.

No, an anti-suit and / or anti-arbitration injunctions are not available in Saudi Arabia.

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?

The Arbitration Law permits the parties to stipulate to the evidentiary rules of any international or national institution or to any country's laws. In the absence of such agreement, the arbitral tribunal will apply Sharia evidentiary rules.

In an ad hoc arbitration, the arbitration tribunal may request the competent court to assist in the arbitration proceeding as the tribunal deems appropriate for the

 © 2026 Legalease Ltd

arbitration process, including calling a witness or expert or demanding a document.

If the arbitration is administered by the SCCA, Article 20 of the Arbitration Rules of the SCCA provides, among other things, the tribunal with the authority to direct the order of proof or exclude cumulative or irrelevant testimony or other evidence and at any time during the proceedings, the tribunal may order the parties to produce documents, exhibits, or other evidence it deems necessary or appropriate.

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 SCCA provides a comprehensive "Code of Conduct" which is applicable to arbitrators. As per the Code, inter alia, chief among an arbitrator's responsibilities is the requirement that the arbitrator be independent and impartial in deciding the matter in dispute. The Code requires arbitrators to make disclosures of any facts which might affect, or appear to affect the perception of their independence or impartiality.

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

Arbitration proceedings are usually confidential and attended only by the parties and their representatives. Furthermore, submissions made during these proceedings are not made available to the general public. However, if the parties wish to ensure the confidentiality of the proceedings and the award, they will need to agree in advance.

Furthermore, arbitral awards are not published in Saudi Arabia. Documents filed in legal proceedings for recognition and enforcement of arbitral awards are not available for public inspection.

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

We are not aware of the IBA guidelines being applied by courts in Saudi Arabia.

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?

Unless the parties to the arbitration agree otherwise, each party bears its own arbitration costs. However, the arbitral tribunal has the authority to allocate the costs to the losing party. Payment of interest is not allowed in Saudi Arabia as it is contrary to the principles of Islamic law.

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

Saudi courts generally do not require security for costs as a condition for pursuing a claim. However, courts may require guarantees or financial security in specific circumstances, particularly in connection with interim measures, precautionary attachments, or applications to stay enforcement, to protect the opposing party from potential harm.

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?

Enforcement of arbitral awards (and court judgments) used to fall under the jurisdiction of the Board of Grievances, which is a statutory tribunal distinct from the General (Sharia) Courts. However, the Enforcement Law, which was issued under Royal Decree No. M/53, dated 03/07/2012, abandoned the old system of enforcement proceedings before the Board and entrusted enforcement of foreign judgments and arbitral awards to the Enforcement Court. In our experience, it remains possible to challenge awards issued outside of KSA, on procedural or jurisdictional grounds, before the Appellate Tribunal of the competent court (i.e., the court that has original jurisdiction over the dispute).

 © 2026 Legalease Ltd

A new Enforcement Law was issued pursuant to Royal Decree No. M/237 dated 3/11/1447H corresponding to 20/04/2026G. The new Enforcement Law will be in effect on 17/10/2026.

The first step in the enforcement process would be to submit the award to the Enforcement Court. If the judge determined that the award did not contravene Islamic law or public order, is final, the award debtor was properly notified of the arbitration proceeding in the issuing country, and that awards from the issuing country are enforceable in the Kingdom, he will proceed to stamp it as an enforceable instrument and require the award debtor to comply. The enforcement judge has broad authority to seize assets, ban travel, and so forth, to ensure compliance. The Enforcement Law, which applies to both arbitral awards and court judgments, contains detailed provisions about these procedures. Generally speaking, the court does not review the substantive reasoning behind the award. However, Article 42 of the Arbitration Law mandates that all awards rendered be reasoned and made in writing.

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?

It is difficult to say with certainty how long it would take for a Saudi court to recognize and enforce an arbitral award. It is highly dependent on whether the respondent contests the judgment; what, if any, assets are available to enforce on; etc. Typically, however, the Enforcement court will begin to impose sanctions (such as freezing monetary assets and freezing government services) within one to two months of the application.

International awards are subject to direct enforcement before the Enforcement Court. However, with regard to domestic awards, prior to enforcement, the applicant must deposit the award before the competent Court of Appeal to request that the award be ratified.

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?

Under Article 49 of the Arbitration Law, an arbitral award that has been issued in the Kingdom is non-appealable in any way, except through an application to the competent court to have the award set aside ("nullified") on limited, enumerated procedural and jurisdictional grounds. Thus, appeals on the merits are not permitted.

Under Article 50(1), an application to have an arbitral award nullified will only be accepted in limited circumstances, including: (i) where no arbitration agreement exists or such agreement is void or has expired by lapse of time; (ii) incapacity of one of the parties at the time of the signing of the arbitration agreement; (iii) lack of due process; (iv) if the tribunal excludes the application of rules agreed by the parties; (v) irregularities in the constitution of the tribunal; (vi) if the tribunal exceeds its mandate; or (vii) if the tribunal fails to comply with the requirements for issuing the award and if such failure has resulted in an adverse effect on the award. Pursuant to Article 51 (1), an action for nullification of the arbitration award must be filed within sixty (60) days following the date of notification of the award.

It is important to note that it is possible to appeal an award issued in KSA on the ground that the award is contrary to Islamic law and public order.

The right of appeal is a statutory right that cannot be waived, restricted, or excluded by agreement between the parties.

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?

Typically, the award binds only the parties to the agreement. However, when enforcing the award, the Enforcement Court may issue orders that are binding on a third party (e.g., an order to a financial institution to freeze assets).

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?

 © 2026 Legalease Ltd

We are not aware of any court in KSA considering third-party funding in connection with arbitration proceedings. Third party funding is not an option that is common in the Kingdom.

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

Emergency arbitrator relief, i.e., interim relief, is available under Saudi law, but the burden of proof is high and necessitates a showing that monetary compensation will not suffice and the party will be irreparably harmed due to the passage of time. As such, this type of relief is infrequently used or granted.

The SCCA does offer emergency arbitrator procedures that allow any party to seek emergency relief that cannot await the constitution of the tribunal. The request for such relief should be justified, and the request should contain a statement of the emergency relief sought, and the reasons why the applicant needs urgent interim measures that cannot await the constitution of the tribunal. The order or award shall be made no later than 14 days from the date on which the file was transmitted to the Emergency Arbitrator. Emergency measures are enforceable and the order or award is binding on parties from the date it is rendered, and parties undertake to carry out the interim order or award immediately and 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?

The SCCA does provide for simplified and expedited procedures, which are special fast-track, simplified and reduced cost procedures to administer the arbitration process. Expedited procedures apply in any case where the aggregate amount in dispute does not exceed SAR 4,000,000. Expedited procedures provide parties with a rapid filing process, abbreviated procedure to appoint the arbitrator, the possibility to render the award based solely on parties' written submissions without holding hearings, and abbreviated timelines. The final award is rendered within 180 days from the date the tribunal is constituted.

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?

In Saudi Arabia, court decisions are not made publicly available. However, a Saudi Enforcement Court may stay the enforcement of an award if it learns that the award is being enforced elsewhere.

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?

Decisions of the various courts and judicial committees of Saudi Arabia, including arbitration decisions, and Royal Decrees, ministerial decisions and resolutions, departmental circulars and other pronouncements of official bodies of Saudi Arabia which have the force of law are not generally or consistently indexed and collected in a central place or made publicly available, and may be designated as confidential.

On 18 March 2011, Over-sight and Anti-Corruption Authority (**"Nazaha"**) was established pursuant to Royal Order A/65. Nazaha is an independent public authority which reports directly to the King of Saudi Arabia. Nazaha's objective is to combat financial and administrative corruption in all public sectors with no exceptions. Usually, the burden of proof is on the claimant.

39. Has your country withdrawn from, or announced its intention to withdraw from, the Energy Charter Treaty? What is the status of the sunset clause in your jurisdiction?

As far as we are aware, Saudi Arabia is not a contracting Party to the Energy Charter Treaty.

40. Have there been any recent court decisions or legislative developments in your country with respect to intra-European investor-State arbitration, the Energy Charter Treaty, or the enforcement of intra-EU? Are there any pending decisions?

We are not aware of any court decisions or legislative developments regarding the intra-European investor-State arbitration, or the Energy Charter Treaty.

 © 2026 Legalease Ltd

41. 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?

On 31 August 2021, the SCCA announced the launch of a package of enhancements to make its range of services more accessible. They include, among many other things, a reduction in arbitrator fees of up to 30 percent, a 50 percent reduction in initial costs for starting most arbitration proceedings, and the flexibility for parties to now agree to a new alternative fee arrangement based on arbitrators' hourly rates in addition to the existing ad valorem lump sum model.

42. 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?

Saudi Arabia has established a robust framework for climate action and sustainability, driven by its Vision 2030 goals, the Saudi Green Initiative "SGI", and its updated Nationally Determined Contributions "NDC".

Saudi is steadily advancing its legislative and regulatory framework to align with its climate commitments under Vision 2030 and the Saudi Green Initiative, with several key developments on the horizon that could shape the landscape of climate-related legal and judicial actions. The Kingdom is expected to enhance its regulatory oversight through updates to the General Environmental Law and related executive regulations, potentially introducing stricter compliance mechanisms for emissions reduction and environmental protection. Judicial developments remain limited, but as environmental, social, and governance "ESG" standards gain prominence, courts may see an increase in commercial disputes related to sustainability claims, particularly under the Commercial Fraud Law or contractual breaches involving green financing. Internationally, Saudi entities operating in jurisdictions with stringent climate litigation risks such as the EU's Corporate Sustainability Due Diligence Directive may face cross-border legal exposure, prompting domestic regulatory adjustments. The Capital Market Authority "CMA" is also expected to refine ESG reporting guidelines, moving toward mandatory disclosures for listed companies, which could heighten accountability. These evolving measures reflect Saudi Arabia's proactive approach to integrating climate objectives into its legal and economic systems while fostering sustainable growth.

ESG disclosure is gaining importance in Saudi Arabia, though it remains voluntary. The Saudi Exchange ("**Tadawul**") has issued ESG Disclosure Guidelines aligned with global frameworks, encouraging listed companies to report on climate-related governance, strategy, risk, metrics, and targets. In parallel, the Capital Market Authority ("**CMA**") has introduced its own guidelines for Green, Social, Sustainable, and Sustainability-Linked Debt Instruments. These frameworks aim to deepen local sustainable finance and enhance transparency. While ESG reporting is not yet mandatory, these developments signal a significant legal and cultural shift.

43. 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?

We are not aware of any international sanctions regimes.

44. Has your country enacted any regulation and/or implemented any rules, guidlines or regulations regarding the use of artificial intelligence (AI), generative AI or large language models in the context of dispute resolution?

Saudi Arabia has not enacted AI-specific legislation or arbitration rules governing the use of artificial intelligence, generative AI, or large language models in international arbitration or dispute resolution. However, the Kingdom has adopted various national AI initiatives and governance frameworks, led by the Saudi Data and Artificial Intelligence Authority (SDAIA). Most recently, the Council of Ministers designated 2026 as the "Year of Artificial Intelligence", reflecting Saudi Arabia's increasing focus on AI development and governance.

 © 2026 Legalease Ltd

Contributors

Abdulrahman AlAjlan
Principal, Head of Dispute Resolution Practice
abdulrahman.alajlan@bakermckenzie.com



Anton Mikel
Partner, Dispute Resolution Practice
anton.mikel@bakermckenzie.com



Rami Bou Raad
Partner in the Dispute Resolution practice
rami.bouraad@bakermckenzie.com



Aseel Ali
Junior Associate in the Dispute Resolution practice
aseel.ali@bakermckenzie.com



 © 2026 Legalease Ltd