
LCA
LAGOS COURT OF ARBITRATION
INTERNATIONAL CENTRE FOR ARBITRATION AND ADR

# Contents

# From the Editor

It is my pleasure to bring to you, the December 2020 Edition of the Lagos Court of Arbitration Newsletter. As we draw close to the end of this eventful year, it is a great time to reflect on the tremendous and constant innovation we have all witnessed in the rules and practice of alternative dispute resolution (ADR).

This Newsletter is futuristic in approach by raising discussions on the likely possibilities for the future of ADR based on evolving rules and practice, the continuous role of technology in this future and the indispensable responsibility of practitioners and users. Topical issues and recent developments in ADR are discussed with the aim of steering deep thinking and positive outcomes.

Special thanks to Professor Olukoyinsola Ajayi SAN, Mr Hamid Abdulkareem, Mr Francis Ohiwere Oleghe, Mrs Josephine Akinwunmi FCIArb, CEDR, Mr. Efemena Iluezi-Ogbaudu ACIArb and Ms Ogechukwu Beluonwu-Ogbo, all of whom have brought their immense knowledge and perspectives to bear. As you enjoy this festive season, we want to leave with you, this piece of us, we hope it makes the holidays even more memorable. I hope you enjoy reading this Edition as much as I did. Happy holidays!

Mrs. Oluwaseun Oloruntimehin FCIArb

Editor

# Welcome Address

It is my pleasure to welcome you to the December Quarterly Edition of the Lagos Court of Arbitration Newsletter.

The Lagos Court of Arbitration (LCA) is an independent, private-sector driven, international Center for the resolution of commercial disputes via arbitration and other forms of alternative dispute resolution (ADR)

The Lagos Court of Arbitration has in this last quarter collaborated with the Chartered Institute of Arbitrators (Nigerian Branch) and successfully launched the Micro, Small and Medium Enterprise Scheme which scheme is discussed extensively in this newsletter. Selected neutrals were trained on the governing rules and procedures necessary to maximize the spirit of these rules and the Scheme is set to take off.

We also collaborated with the Central Bank of Nigeria Public Complaints Office in providing necessary dispute resolution capacity building to its staff in a bid to promote and ensure proper and fast resolution of disputes between consumers of banking sector related products and the banks themselves.

As we draw the curtain on 2020 as an arbitral institution, we are not unmindful of the yearly events, which have now grown to be loved, by members and global arbitration enthusiasts alike but which have been unfortunately postponed to a much later time in the coming year as a result of the measures taken due to COVID19.

I am certain that this Newsletter would as usual provide insights and spur necessary discussions in the global arbitration space; which has seen what can be best described as a paradigm shift and the development of several principles which although popularly known has been under-exploited by participants in the arbitration space, even as we prepare for the next year as an institution.

I wish you all a very Merry Christmas and a healthy and safe new year.

**Ms. Oluwatosin Lewis**

Executive Secretary, LCA

# The Note by the Arbitration Personality on the Future of Arbitration and the Role of Arbitrators

Prof. Olukoyinsola Ajayi S.A.N

**The only constant in life is change, although we speak the language of more of the same. We love newness and freshness. We desire functionality and simplicity. We like to enjoy tomorrow today.**

But business likes predictability; the law in tow likes certainty. We do not like those who steal from the future to make it the present, for they lay bare current inadequacies of things obsolete. In other words, we benefit from disruption but do not like the disruptors. The immediate past to the cusp of 2021 has been an outstanding period of turbulent sea change. From Trumpism in its various guises world over to the ceaseless forces of migration of patterns amongst the small units of human interaction, us, through units of society, to nations and regions. It is this defining world of turbulence that seeks new levels of justice, diversity and sustainability of life and livelihood that comes so much contention amongst people; businesses; races and tribes; religions and philosophies; nations and their instrumentalities – bringing to focus the future of dispute settlement, and in that arbitration.

One of the most critical factors in human interaction, especially at a time of COVID-19 induced physical distancing compounding existing challenges brought by technology induced social distancing, is “peace”. There is not much that can be done with disharmony, yet litigation resolution inhabits adversarial means and luxuriates in formalism that makes the winner take all. Disputes have risen in number, shape, velocity and complexity and it is predicted that we will see more of it in intercontinental trade in Africa following AfCTA. Here lies the future of arbitration given belief in its grounding in neutrality from State, easy of achieving justice and its friendliness of use. It trounced the courts (particularly in frontier and emerging markets) which appeared unable to cope with the restrictions to physical hearings given COVID-19 protocols. The Africa Arbitration Academy Protocol 2020, helped arbitration quickly transition to virtual hearings - ensuring that arbitration remained accessible to businesses at a time when the business community was grappling with unprecedented disputes induced by the pandemic, pertaining to force majeure provisions, termination rights, and the performance of contractual obligations in general. Luckily, the Courts are giving arbitration greater support. Additionally, arbitration continues to refine itself in various ways – and thereby increasing its brand, reach, useability and sustainability. This will continue into the future.

It is expected that, going forward, arbitration will reap the rewards of the agility demonstrated by the arbitration community in these unusual times. As the global business community pushes towards increased efficiency and improved nimbleness - in reaction to the pandemic, it is anticipated that arbitration will enjoy increased appeal and usage among businesses, because arbitration’s capacity as a quick, adaptable, and readily available forum for dispute resolution aligns with the trend line in the business community. Therefore, just like international trade will retain its prevalence well into the future, so will arbitration remain relevant, in the future, as the preferred dispute resolution mechanism for domestic and global commercial relations.

Its success thus points to a bright future – though in its success lies its Achilles heels. P&ID v FGN, magnified the limitations to this future: what some see as institutional bias for commerce, developed markets and OECD practitioners; an uneven playing field that is blind to corruption laced cases; alarming cost of arbitration and increasing formalism. This threatened future can thus only be saved by practitioners. There is greater need for assertion of rights as we see in new laws from Tanzania domesticating a good deal of arbitral disputes. The international community needs to be more tolerant of local content. The adversarial system that in part informed the award in P&ID should make room for the Prague Rules which infuses an inquisitorial measure that allows arbitrators to be more surgical with claims sired in corruption. Fees and cost and time can only come down, if practitioners embrace competitive forces. Practitioners must be deliberate and exhibit the thoughtfulness and consciousness that has enabled the arbitration community to develop rules and procedures that meet the dispute resolution needs of the world to come but which is before us.

**Name**: Olukonyinsola Ajayi, SAN
**Designation**: Managing Partner
**Education:** Ph.D., Selwyn College, University of Cambridge.
LL.M., Harvard University, Cambridge, Massachusetts.
BL., Nigerian Law School, Lagos
LL.B., University of Ife.

**Konyin** is the Managing Partner at Olaniwun Ajayi LP, a Top Tier corporate and commercial law firm, where he leads a body of innovative lawyers in the handling of market defining transactions. He has led some of the biggest and most complex commercial transactions on the continent, playing a key role as legal adviser to the Central Bank of Nigeria on the 2008/2009 banking reforms. In addition, he has worked on several public sector reforms, white collar criminal prosecution, arbitration proceedings, commercial dispute resolution, fiscal and regulatory compliance as well as advised lenders and international conglomerates on some of the most complex project finance deals since 1980. Konyin has been described by Chambers Global as "*a legend in the industry*".

Konyin is a thought leader in arbitration in Nigeria and has led the way in the use of arbitration in Nigeria. Cases he has acted in are often complex and high profile, and include the landmark Procomtel v Celtel and Nigeria Limited Pinebridge Global Emerging Markets v Intercontinental Bank arbitrations. He works on behalf of a range of clients from commercial to government entities, including the Lagos State Government in a landmark International Chamber of Commerce (ICC) Arbitration relating to the alleged breach of a power purchase agreement. Koyin's focus is on ensuring that our clients' matters are resolved as quickly and cost-effectively as possible through arbitration.

A Professor of Law at Babcock University, Ogun State, Konyin is a frequent speaker at various forums, and has authored over 150 published articles and books - including Financial and Legal Implications of the Nigerian Capital Market and Legal Aspects of Finance in Emerging Markets (Volumes I and II).

Indeed, Konyin is a lawyer's lawyer, an erudite scholar and a consummate businessman. He is also a humanitarian, with a passion for justice and the rule of law. It is unsurprising therefore, that his advice is a tripartite mesh of business acumen, panache and pragmatism, necessary to render the most practicable solutions to challenging business matters.

Featured ADR Practitioner

**With the implementation date for the Agreement Establishing The African Continental Free Trade Area (AfCFTA Agreement) proposed for 1st January 2021, do you believe that the Dispute Settlement Mechanism established in Article 20 of the AfCFTA Agreement and the Protocol on Rules and Procedures on the Settlement of Disputes (Protocol) adequately provides for dispute resolution between State Parties and would it invariably promote and encourage the use of arbitration in Africa?**

In answering this question, it would be helpful to first summarise the framework for dispute resolution amongst State Parties under the AfCFTA Agreement.

Article 20 of the AfCFTA Agreement establishes a Dispute Settlement Mechanism (DSM) for resolving disputes between State Parties. The DSM is to be administered by a Dispute Settlement Body (DSB) in accordance with the Protocol on Rules and Procedures on the Settlement of Disputes (Protocol).

The Protocol provides four paths for the resolution of disputes: consultation, Dispute Settlement Panels (Panels), Appellant Body (AB), and arbitration. When a disputes arises, the State Parties involved must first resort to consultations, with a view to finding an amicable resolution. The Protocol sets out a process for the consultations, including timelines, an expedited procedure, and procedure for the admission of interested Third Party States into the consultation process.

Where amicable resolution is not achieved through consultations, the Complaining State Party may request the DSB to establish a Panel. The Panel (of three or five members) will receive submissions from the parties, seek such additional information or technical advice as necessary, and ultimately submit a report to the DSB, containing the Panel's findings and conclusions. Before the Panel's report is adopted by the DSB, a Party may notify the DSB of its decision to appeal, in which case the AB will be convened to consider the appeal. The AB's review will be limited to issues of law and legal interpretation. An AB report is binding on the Parties and will be adopted by the DSB unless the DSB decides by consensus not to adopt the report. In terms of arbitration, the Protocol recognises the right of Parties to resort to arbitration as the "first dispute settlement avenue". Arbitration is however subject to mutual agreement of the Parties.

Notably, other than the four paths summarised above, State Parties may undertake good offices, conciliation, or mediation, without prejudice to their rights in any other dispute resolution proceedings.

Overall, I think that the AfCFTA Agreement makes adequate provisions for resolving disputes between State Parties. Its dispute settlement framework is based on that of the World Trade

Organisation (WTO), which has a good track record.

However, because the Protocol places a high premium on collaboration rather than adversarial dispute resolution, arbitration is not likely to be a predominant means of State-to-State dispute resolution. Indeed, by making arbitration subject to the "mutual agreement" of States, and omitting to establish rules or procedures for such arbitration (unlike with the other paths I mentioned earlier), resort to arbitration will require that

the concerned State Parties first enter into a submission agreement. The potential political and logistical hurdles to instituting such agreements could make arbitration a remote option. This isn't necessarily a flaw in the system. The cooperation and integration that AfCFTA aims to engender would more likely be facilitated by consultation, Panels and the AB, rather than by costly and winner-take-all arbitration.

**A recurring concern with the practice of arbitration in Africa is the enforceability of arbitral awards, does the Protocol including Article 24 (3) (c) thereof allay this concern?**

It is axiomatic that the easiest and most efficient way to get the benefit of an arbitral award is for the losing party to voluntarily comply with the award. Of course, such voluntary compliance can be hard to come by, as losing arbitrants often prefer to stall by filing unmeritorious applications to set aside arbitral awards and pursuing those applications up the judicial hierarchy.

The Protocol addresses the enforcement problem in a practical manner. State Parties are required to promptly comply with recommendations and rulings of the DSB. Where the defaulting State Party cannot immediately comply, she may propose the period within which she will comply, and this may be approved by the DSB. Alternatively, the State Parties involved could agree the period for compliance amongst themselves. Article 24(3) of the Protocol deals with situations where either of the above approaches does not work. In such situations, an arbitrator will be requested to fix the period for compliance. Of course, where compliance is still not forthcoming, the Protocol goes further in Article 25 to provide a mechanism for compensating the Complaining State Party as well as suspension of trade concessions granted to the defaulting State Party under the AfCFTA Agreement.

Given that the solutions laid out in the Protocol are focused on the specific context of state-to-state disputes under the AfCFTA, they unfortunately do not address the huge problem of enforcement of arbitral awards in private commercial disputes or ISDS. That is a problem for which innovation continues to be required. Once step in this direction is the proposal for an opt-in "Award Review Tribunal" process in the proposed amendment to Nigeria's Arbitration and Conciliation Act.

**What is the future of Investor-State Dispute Settlement (ISDS) in the architecture of the AfCFTA Agreement?**

The jury is still out on this. As I already discussed, the current framework focuses on the resolution of state – state disputes only. It is anticipated that the Investment Protocol currently being negotiated will lay out protections for private parties. Given the concerns around ISDS (such as its potential to impose regulatory freeze, its costly process and potential for huge monetary awards against states) as well as the recent actions of a number of African States (e.g. South Africa's rejection of international investment arbitration), ISDS is clearly not a favoured mechanism amongst African States. That said, without adequate protection of the rights of the vehicles of intra-Africa trade (i.e. private parties), the desired increase in such trade will likely remain unattainable. In my view, ISDS should not be completely dispensed with. Viable proposals have been made by other commentators regarding (for instance) the use of courts of existing regional economic communities, such as ECOWAS, COMESA for ISDS. Others have suggested that international arbitration could be maintained, under the auspices of African arbitration centres, with procedural and substantive safeguards to prevent the perceived abuse of the system. For instance, provisions could be made to ensure transparency of proceedings, recognition of rights of *amici curiae*, imposition of obligations on investors, etc. In sum, I believe that it is important for the AfCFTA framework to provide a path to ISDS, while instituting such safeguards as may be necessary to prevent abuse.

**The revised International Chamber of Commerce (ICC) Rules of Arbitration 2021 (Revised Rules) will enter into force on 1st January 2021, what are your views on the new Article 7 (5) of the Revised Rules which expands the tribunal's powers to order joinder and amended Article 10 (b) on consolidation of arbitrations?**

Both Article 7(5) and Article 10(b) of the 2021 ICC Rules are very welcome provisions and enhance the possibility that an arbitral tribunal will completely and efficiently resolve all disputes arising from common causes, under the same or related contracts. With Article 7(5), a request for

joinder can now been made after the tribunal is constituted, and it is no longer necessary that all parties agree to the joinder. Article 10(b) of the 2017 Rules had provided that the Court may allow consolidation of two or more arbitrations pending under the ICC Rules where "all the claims are made under the same arbitration agreement." This provision (as well as Article 10(c)) has now been amended to cover claims “under the same arbitration agreement or agreements”. This sets a more liberal standard for consolidation of arbitrations, with greater focus on the compatibility of the relevant arbitration agreements.

**Do you see a rise in the use of Good Offices for the settlement of international disputes and what is the future of this settlement mechanism vis-à-vis arbitration?**

Good offices is one of the traditional mechanisms for facilitating peaceful settlement of international disputes. It will always remain relevant, and indeed, the AfCFTA Protocol on Rules and Procedures on the Settlement of Disputes encourages its use in the resolution of disputes under AfCFTA. However, I believe it is more likely that mediation will play a greater role in future in the resolution of international disputes. Given the active role a mediator plays in bringing parties to a settlement, mediation is better suited to the resolution of difficult and complex commercial or investment disputes. The increased focus on mediation is reflected in the recent conclusion of the United Nations Convention on International Settlement Agreements Resulting from Mediation (the Singapore Convention).

**You are currently the Co-Chair of IBA Arb40, can you share from your experience, the skill set required for arbitrators who intend to play a major role in the future of arbitration?**

I would suggest three things: know-how, relationships, and continued education. International arbitration is a global field of practice, with its unique ethos, instruments, etc. A good working knowledge of the governing principles of international arbitration, as well as its major instruments and institutions, is indispensable. Relationships are also key. In recommending an arbitrator to their clients, lawyers tend to go with practitioners whom they trust. It is therefore important to do the hard work to develop a reputation for competence and integrity. Finally, international arbitration is a rapidly evolving field. The ambitious practitioner must not only be abreast of contemporary developments, but should also seek opportunities to contribute to the future of the field, via thought leadership, advocacy, etc.

# About Hamid

Hamid Abdulkareem is a Partner in the Litigation and Arbitration Practice of Aluko & Oyebode, Nigeria’s largest full-service law firm. He is an experienced litigator and arbitration practitioner, whose arbitration work has involved some of the most significant disputes arising from Nigeria’s petroleum industry, including multiple claims arising from Nigeria’s deep offshore production sharing contracts. He has been counsel in ad hoc arbitrations as well as arbitrations pursuant to the UNCITRAL, ICC and LCIA Rules, with seats in London and Nigeria.

Hamid is an alumnus of the University of Ilorin and the London School of Economics and Political Science, and he is currently co-chair of the IBA’s Arb40 Subcommittee. He is also a member of the IBA Arbitration Committee’s Africa Network.

Hamid was recently recognised by Legal500 as a “Next Generation Partner” for his dispute resolution expertise, and by Who’s Who Legal 2021 as an “Arbitration Future Leader”.

# Artificial Intelligence in Mediation: An Emerging Phenomenon

The concept of artificial intelligence (AI), which started as presetting machines to do hands-on jobs, is increasingly becoming a source of concern as its new dimensions threaten to make many people jobless in the near future. When this concern about job loss started some years back, it was only factory jobs that were perceived to be endangered. But all that has been proved wrong as AI is threatening even jobs that require the use of the human mind, including interactions with people, assessing issues and making decisions.

BY: Francis Ohiwere Oleghe

The notion that computerised systems can replace human thought processes and interactions continues to gain traction in all areas of life, including dispute resolution (James South and Andy Rogers). AI, in this regard, may exist only as software in a computer, requiring a human operator. Smartsettle, for instance, is an online negotiation system that uses optimisation algorithms to produce results (David Allen Larson, 106). AI may also have two complimentary components, namely, the physical form (a device) and the "intellectual" capacity (the software) (Larson, 107), in which case the physical form dispenses with the need for a human operator.

Just as Nigeria and other developing countries are building human capital and capacity in the use of mediation in resolving disputes in order to avoid the pitfalls of litigation, those who have taken the pains of developing their skills in this area are too soon confronted with the fear of being replaced in the near future by robotic machines, which some experts claim could even mediate better than humans (Kate Beioley). This fear has been substantiated by the rapid increase in the knowledge of the uses of the computer, especially the algorithms of software which has made it possible to input sets of rules and other problem-solving operations in a humanoid robot that would enable it listen to disputants' claims, assess same and give feedbacks with the aim of assisting disputants in their negotiations (See Javier Andreu Perez, Fani Deligianni, Danielle Ravi and Guang-Zhong Yang). The most recently developed robots have four critical human capabilities, namely, engagement, emotion, collaboration and social relationship (Larson, 112).

## HAS ARTIFICIAL INTELLIGENCE BEEN USED IN MEDIATION SO FAR?

It is important to discuss the extent to which AI has been used in mediation. The beginning point, however, will be an examination of the use of AI in dispute resolution generally. In 2006, Stanford University created Lex Machina, a data-mining computer programme, which was used to look for patterns to help with predicting the progress of cases in the US (South and Rogers, 1). Eleven years after the Stanford University feat, Cambridge University came up with Case Cruncher Alpha, an AI system that predicted the outcome of 775 financial ombudsman cases with 86.6% accuracy, while a panel of 100 experienced lawyers assembled to perform the same task achieved only 66.3%. (ibid.).In the mediation sphere, which used to be an area where it was once thought impossible to use a robot to facilitate negotiation, the paradigm is fast shifting with the coming of Sophia in 2015. Sophia was designed by Hanson Robotics with a life-like human head and can interact socially with people to the point of building rapport (ibid.). As recently as 2018, South and Rogers had argued that AI will not reach such a point where a robot might represent a client or even chair a mediation session (ibid.).

What South and Rogers saw as impossible in 2018 was achieved in February, 2019, when Canadian electronic negotiation specialists, iCan Systems, became the first company to resolve a dispute in a public court in England and Wales using a robot as mediator (Beioley). Following in their heels, Smartsettle ONE, an AI device, replaced a human mediator and, in less than an hour using a kind of blind-bid mechanism, settled a three-month dispute (ibid). Some lawyers argue, however, that while such technology may be appropriate for helping deal with small financial claims, it remains worlds away from the kind of big-ticket mediations and arbitrations that leading law firms are involved in (ibid.).

## THE CHANGING ROLE FOR THE 21ST CENTURY MEDIATOR

Inasmuch as AI threatens to be a competitor (South and Rogers), it could also be a complimentary partner. Mediators, therefore, need to be thinking about their new roles under the AI regime (ibid.). It is submitted that AI can greatly enrich the mediation process. It can be used as a tool to analyse enormous bodies of data and documentation (Beioley), identify and prioritise the early review of key documents, and thus achieving a swift conclusion on the merits of the case by following an early case assessment process (Epiq).

While in certain cases, as stated above, AI and other technologically driven initiatives would be said to enhance mediation, in other cases the lack of human touch may prove problematic. In this regard, Lodder and Zeleznikow discuss the two widely known and used Negotiation Support systems, namely, *Adjusted Winner* and *Smartsettle* – both support systems use game theoretic techniques to provide advice about what they claim are fair solutions (Lodder and Zeleznikow). These algorithms are fair in the sense that each disputant's desire is equally met but they do not necessarily meet concerns about justice (See ibid., 76-77).

The foregoing is true because both systems require users to rank and value each issue in dispute, by allocating the sum of one hundred points amongst all the issues. Given these numbers, game theoretic optimisation algorithms are then used to optimise, to an identical extent, each user's interests (ibid., 77). Although authors have claimed that the *Adjusted Winner* algorithm is envy-free, equitable, and efficient (Steven J. Brams and Alan D. Taylor), the system could led to outcomes that run contrary to public policy and the clear dictates of the law. For example, in a family law matter involving children, if the adult disputants merely stated their individual interests, *Adjusted Winner* and *Smartsettle* will facilitate their negotiations without considering the interests of the children, thus leaving a gap that a human mediator would normally have attempted to close.

## ARTIFICIAL INTELLIGENCE AND ONLINE MEDIATION

The Online Dispute Resolution (ODR) environment is envisioned as a virtual space in which disputants have a variety of dispute resolution tools at their disposal. Participants can select any tool they consider appropriate for the resolution of their conflict (Lodder and Zeleznikow., 73). These tools include the use of AI. In an attempt to show how online mediation would work when using AI, Lodder and Zeleznikow (ibid., 74) have proposed what they call *Lodder-Zeleznikow Three Step Model for Online Dispute Resolution*. The proposed three-step model is based on a fixed order. The system proposed conforms to the following sequencing:

1. First, the negotiation support system should provide feedback on the likely outcome(s) of the dispute if the negotiation were to fail, that is, the "best alternative to a negotiated agreement" (BATNA).
2. Second, the tool should attempt to resolve any existing conflicts using argumentation or dialogue techniques.
3. Third, for those issues not resolved in step two, the tool should employ decision analysis techniques and compensation/trade-off strategies in order to facilitate resolution of the dispute.

The idea is that if the result in step three is not acceptable to the parties, the tool should allow the parties to return to step two and repeat the process until either the dispute is resolved or a stalemate occurs. A stalemate occurs where no progress is made when moving from step two to step three or vice versa (ibid.). One option that would be open to the parties in the case of a stalemate would be to require for a human intervener to help break the ice.

## CONCLUSION

There is no doubt that in a world on the fast lane of acquiring more and more knowledge, there is no limit to the extent AI will get in making incursions into human lives and endeavours. The paramount thing, therefore, is how to utilise these interventions of technology to achieve justice. This places on government the responsibility of ensuring that AI is not used in breach of public policy or clear legal norms.

Another important consideration would be how practitioners would retool to keep pace with the ever changing face of dispute resolution. This places responsibility on the mediator to remain on the cutting-edge in his/her chosen career, embrace technology and deploy it appropriately.



## ABOUT FRANCIS

Francis Ohiwere Oleghe is a legal practitioner, mediator and an arbitrator. He is Senior Counsel at F. O. Oleghe Law Firm in Lagos, Nigeria. He was called to the Nigerian Bar in 1990 and received his LL.M. degree from the Lagos State University in 2008. He is a Member of the Nigerian Institute of Management, an accredited Mediator at the Lagos Multi-Door Court House, a Member of the Lagos Court of Arbitration and a Fellow of the Nigerian Institute Chartered Arbitrators. In July 2019, he attended an 80-hour certificate training on International Investment Arbitration organised by ICSID, Georgetown University, Washington, USA, and the International Law Institute.

Francis is actively involved in research in the field of ADR and has published nine academic articles in the Journal of Arbitration and several other scholarly works. He has facilitated countless mediation and arbitration trainings and simulations, including UNHCR-sponsored mediation training in 2018 in Maiduguri, Nigeria, tailored towards resolving IDPs' related disputes.

He is presently undergoing postgraduate studies at Babcock University, Nigeria, where he is researching into ways of saving investor-State arbitration from disuse.

# Member Focus

Mrs. Josephine Akinwunmi, FCIArb, CEDR (UK) Accredited Mediator, SCMA Mediation Advocacy certified trainer, holds a Bachelor of Law (LL.B. Hons) degree from the University of Lagos and is a member of the Nigerian Bar Association. Prior to obtaining the Law degree, she obtained a Bachelor of Arts (B. A. Hons) Degree in Languages (Russian and English) from the University of Lagos.

Mrs. Akinwunmi is also a trained Human Resource Practitioner with vast experience spanning over twenty (20) years, in Training and Industrial Relations. Her combined functions saw her involved in negotiations between the Management and the Union. She was at various times part of a team that managed the training, HR and welfare of over 200 staff without any serious incidence of Industrial unrest.

She is on the Panel of Neutrals and a Faculty member of the Lagos Multi Door Court House. Her passion for Mediation has seen her involved in a number of cases which have been successfully handled.

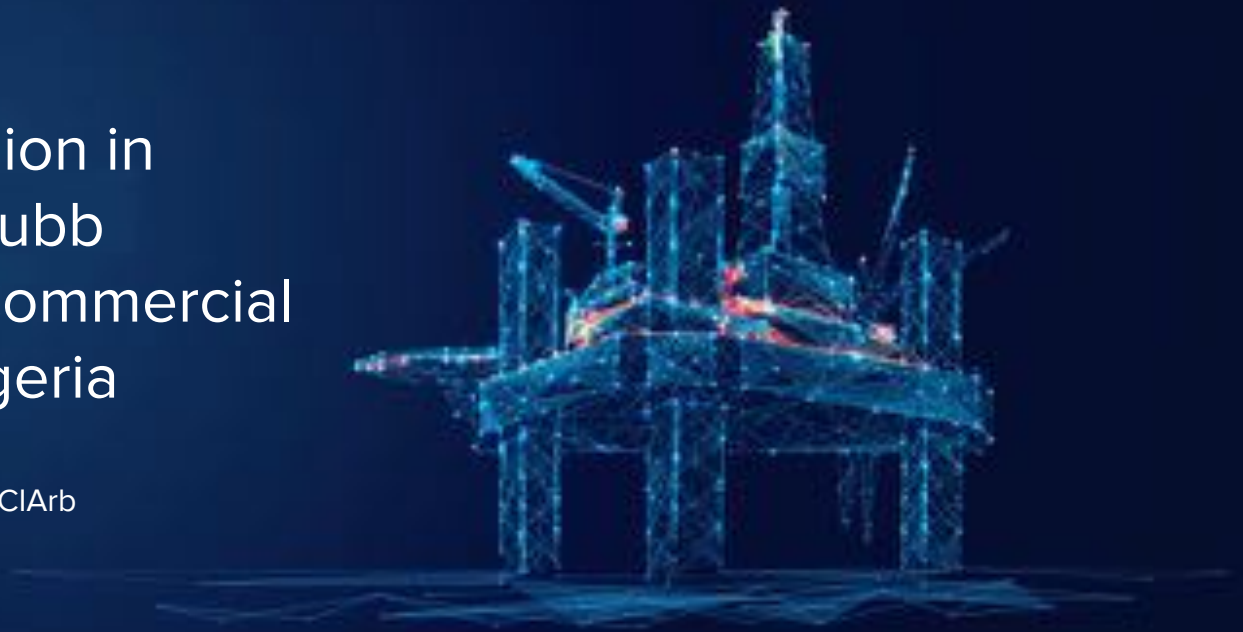
Josephine is an active member of the International Chamber of Commerce, Nigeria (Commission on Arbitration and Mediation) and was a member of the two sub committees that successfully launched the International Chamber of Commerce, Paris 2012 Rules of Arbitration and the Mediation Rules in Nigeria in 2014.

Mrs. Akinwunmi, known for her high sense of commitment, diligence and Integrity is also a Notary Public for Nigeria.

Mrs. Josephine Akinwunmi, FCIArb, CEDR (UK)

# The UKSC Decision in Haliburton V. Chubb Takeaways for Commercial Arbitration in Nigeria

Efemena Iluezi-Ogbaudu, Esq., ACIArb



# Article

## INTRODUCTION

On 27 November 2020, the UK Supreme Court in Haliburton Company (Appellant) v. Chubb Bermuda Insurance Limited (Respondent) delivered, perhaps, the most important decision for international arbitration in recent years (the "Judgment"). This decision reinforced the importance of the twin pillars of independence and impartiality in arbitration and although the Court dismissed the appeal and, effectively, vetoed the challenged arbitrator's mandate, it also emphasized the need for arbitrators to disclose circumstances likely to give rise to justifiable doubts of bias. While the decision is notorious for the expositions on overlapping appointments in arbitrations and its duty to disclose, this article focuses solely on the court's statements on the test for justifiable bias in arbitration, the emphasis on a determination by an *"informed"* observer and the corresponding effect on the tribunal's duty to disclose. The following paragraphs will summarily analyze the decision as it relates to the above and provides a basis for its application in Nigeria.

## THE TEST FOR DETERMINING "JUSTIFIABLE DOUBTS" & THE DUTY TO DISCLOSE

The UKSC, in deciding the challenge in this case, traced the duty to disclose and the test of "justifiable doubts" to Sections 24(1)(a) and 33 of the UK Arbitration Act. It restated, with emphasis, the test for determining whether circumstances give rise to justifiable doubts to be one to be made by a fair and informed observer, citing the decision in ***Porter v. Magill***. Relying on the decision in ***Helow v. Secretary of State for Home Department***, the Court defined the fair and informed observer as one who *"…will take the trouble to inform herself of on all matters that are relevant…"* and *"…put whatever she has read or seen into its overall social, political or geographic context…"* such that *"..she will appreciate that the context forms an important part of the material which she must consider before passing judgment"*. This test and the stated parameters were identified as common under international arbitration instruments including the UNCITRAL Model Law [*See Art. 12(2)*] and the IBA Guidelines on Conflict of Interest in International Arbitration [*See General Standard. 2(c)*]. The importance of this test is seen in its effect on the arbitrator's duty to disclose which was recognized in this decision. The UKSC concluded that an arbitrator was under a duty to disclose circumstances which give rise to *"justifiable doubts" (See Paragraph 81, Judgment)*. This, essentially, amounts to the importation of a position already available under the UNCITRAL Model Law into UK law, a move which advances efficiency through uniformity in international arbitration, particularly for English-seated arbitrations which are so common *(See Paragraphs 112-114, Judgment)*. In tying this duty back to the *"justifiable doubts"* concept and the "*fair and informed observer"* test, however, the Court notes that the context and circumstances surrounding the arbitration would determine whether a duty to disclose indeed exists. In illustrating this point, the Court stated that while a close financial relationship between the arbitrator and a party gives rise to justifiable doubts and would certainly trigger this duty, the acceptance of appointments in multiple overlapping references *"does not of itself give rise to an appearance of bias"*. The UKSC stated, as a matter of principle, that whether a circumstance gives rise to justifiable doubts *"…must depend on the circumstances of the particular arbitration, including the custom and practice in arbitrations in the relevant field, which should be examined closely" (See Paragraph 130, Judgment)*. In what ties up this concept and provides some guidance on the point, the Court further dwelt on recognized customs and practices when it, referenced the IBA Guidelines, to state that in certain types of arbitrators, multiple appointments were a norm due to a smaller pool of arbitrators and that in such cases, no disclosure is required as all parties should be familiar with the norm *(See Paragraph 133, Judgment)*.

In all, this decision embellished the duty to disclose in arbitrations and carefully sets out considerations which the court must consider in determining the existence of the duty in any given case, including, particularly, the applicable customs and practices in the area.

**WHAT DOES THIS MEAN FOR NIGERIAN ARBITRATIONS?**

Being an UNCITRAL-model law state, the duty to disclose already exists under the Arbitration and Conciliation Act *(Section 8)* as well as the Lagos State Arbitration Law *(Section 10)* in *"…circumstances likely to give rise to justifiable doubts"* of impartiality or independence. However, the restatement of the test of a *"fair and informed observer"* is certainly one which Nigerian courts must consider. In the absence of a statutory definition for *"justifiable doubts"*, Courts may make recourse to the common law definition as set out by UKSC in determining whether justifiable doubts exist. The prescription that the observer is *"informed"* with reference to applicable customs and geographical context is really the addition, as the concept of "fairness" is, perhaps, even unduly exalted under our law. Essentially, in determining whether a duty to disclose exists, the Court ought to consider whether the circumstances in question require disclosure with reference to arbitration in Nigeria, the subject-matter of the arbitration, and the pool of arbitrators etc. With arbitration in Nigeria still a growing area, disclosure requirements must reflect this reality. This will safeguard the integrity of arbitrations within our borders, as the current exclusion of the *"informed observer"* element of the test has seen otherwise regular awards set aside on circumstances which are commonplace in the Nigerian arbitration space. For Example, earlier this year, the High Court of Lagos State in *Suit No: LD/1910GCM/2017: Global Gas and Refining Limited v. Shell Petroleum Development Company of Nigeria* set aside an arbitral award on this ground based on *inter alia* the fact that an arbitrator (a leading Nigerian arbitrator) (1) served on the board of an arbitral institution alongside the other arbitrator in the majority (the last arbitrator gave a dissenting award) and counsel to one of the parties; and (2) delivered an expert opinion in foreign proceedings on behalf of a subsidiary of the same party. Considering the facts, both circumstances are, arguably, very usual. Indeed, ICC had considered this challenge and refused it.

## CONCLUSION

Independence and Impartiality are fundamental pillars of arbitration. The lower threshold of *"justifiable doubts"* is one which reflects the need for an entirely fair process and which impacts on the arbitrator's obligation to disclose. The UKSC's decision which restates the need for a decision on the existence of this threshold to be made from a fair and informed point of view is crucial and prescribes a standard which Nigerian Courts should adopt to preserve the integrity of the process and limit avenues for abuse by losing parties looking to avoid obligations under awards, as is often the case. Until practitioner participation improves and the market deepens, this is necessary to aid the growth of the process in Nigeria.

## ABOUT THE AUTHOR

Efemena Iluezi-Ogbaudu is an Associate in the Dispute Resolution Practice Group at Strachan Partners. He routinely represents domestic and international clients before courts and arbitral tribunals, including the successful representation of a federal government agency in an ICC arbitration arising out of a Ports Concession Agreement.

With a background in legal education having served as a lecturer at the Nigerian Law School and a knack for law reform as evidenced by his role as Interim Coordinator at the Justice Reform Project, Efemena combines professional excellence with measurable social impact.

Efemena is known for his exceptional wit and ability to present unique perspectives and, as proof of his excellence, has received numerous recognitions for his work including being a Finalist for the 2020 Future Award Prize for Lawyers and the Most Promising Newcomer (Private Practice) Award at the Africa Legal Awards.

# Global News

# GLOBAL NEWS

## 1 National Arbitration Policy Bill

The proposed National Arbitration Policy Bill seeks to position Nigeria as an arbitral seat for disputes arising from private commercial transactions and government transactions particularly through the Bilateral Investment Treaties.

The thrust of the policy is represented by a two-pronged approach which are:

i. The policy would apply where the transactions from domestic contractual relationship involves either only Nigerian parties or both Nigerian and Foreign parties.
ii. The policy would apply where transactions arising from international contractual relationships involves Nigerian parties and foreign parties, provided that there are strong connecting factors or links warranting or justifying that Nigeria should be made the seat of arbitration.

The passing of the National Arbitration Policy may potentially be in conflict with the core arbitration principle of party autonomy which recognises that choice of the seat of the arbitration is determined by the parties. It is also an uncertainty, if the Arbitration and Conciliation Act (Repeal and Re-enactment) Bill 2019 which passed the first reading at the House of Representatives will be amended to reflect the spirit behind the National Arbitration Policy, it is hoped that Nigeria will take active steps to place Nigeria in a position to benefit from the untapped revenue potential which the sector presents to the Nigerian economy.

## 2 LCA-CIArb MSME Scheme

The Lagos Court of Arbitration in collaboration with the Chartered Institute of Arbitrators (Nigeria Branch), launched a small and medium enterprise Arbitration Scheme for disputed sums ranging from N250,000 to N10,000,000. This Scheme is aimed at promoting the use of Arbitration as an effective dispute resolution mechanism for business transactions. The Scheme is governed by the Expedited Rules of the Lagos Court of Arbitration, 2018. The MSME can only be rendered to parties with arbitration or mediation agreement in their contract, mutually consented invoices or receipts or agreed to post-dispute (submission agreement). The arbitration process is not expected to exceed 90 days.

# GLOBAL NEWS

## 3 Case Review of No. 4A_36/2020

The Swiss Federal Supreme Court (SFSC) in its decision published on 21 October 2020 rejected an application to review an arbitral award on the basis that the allegedly new facts were neither new nor relevant for the outcome of the arbitral proceedings. An American distribution Company initiated arbitration proceedings against a German Company for the payment of pending commission payments as well as damages for the breach of a subsisting distribution agreement. The dispute originated from a distribution agreement which contained an arbitration clause incorporating the Rules of Arbitration of the Arbitration Institute of Stockholm Chamber of Commerce ("SCC Rules"). The arbitral tribunal issued an award ordering the German company to pay damages and commission payments. The German company filed an appeal contesting that there exist several new contradictory statements which would render the contract void.

The SFSC disallowing the appeal held that a revision can only be justified on the basis of facts that already have existed during the arbitral proceedings but were not known to the Claimant. The U.S. discovery proceeding that revealed the purported new facts took place only after the arbitral tribunal had rendered its decision. The SFSC also held that the facts and evidence that entitle a party to request the revision of an arbitral award must have been material to the outcome thereof. This decision of the court has confirmed its rather strict approach it has followed so far in relation to revision of arbitral awards in international arbitration matters

## 4 Case Review of No. 18 ONc 3/20s

On July 23 2020, the Austrian Supreme Court established two important principles for arbitral tribunals seated in Austria. They are:

1. The conduct of hearings via videoconference is a decision which lies entirely within the arbitral tribunal's discretion and does not meet the high threshold of arbitrator challenges despite where a party has expressed its objection to it.
2. A negative, non-verbal reaction (such as eye rolling) of an arbitrator to a verbal pleading of a party does not justify or throw weight to submission relating to bias of the arbitrator.

Conclusively, the decision of the court can best be described as powerful and a necessary persuasive stare decisis which forward thinking judiciary systems across the world should consider and weigh heavily before giving judgment inchallenges of arbitration conducted via video conferencing which are more likely to be the ubiquitous in the coming year as although Arbitration like other forms of dispute resolution recognizes party autonomy, the courts do has a significant role to play in issues arising to enforcement of arbitration clause and award arising out of such arbitrations.

# GLOBAL NEWS

## 5 Introductions in 2021 ICC Rules

The year 2020 proved that the areas of Arbitration which requires statutory visit. The International Chamber of Commerce (ICC) has announced the revision of the 2017 Rules and the introduction of the 2021 ICC Rules which is to take effect from 1st January 2021. The new introductions can be best described as significant, and they include:

- The ICC (hereinafter referred to as "the Court") now has the power to appoint each member of the tribunal as it deems fit and designate one of them to act as President;
- The New Rules now provides for instances where an arbitrator may become conflicted by reason of a change in party representation, it thus affords parties an opportunity to comment in writing within a suitable period of time after which the tribunal will take such measures as it deems fit in a bid to avoid a conflict of interest
- A 30 days' period has been provided which begins to count from the date of the receipt of the award by such party during which parties may make an application for an additional award;
- The threshold of amount in dispute which can be arbitrated upon under the expedited procedure rules has been increased to $3 Million if the arbitration agreement under the Rules was concluded on or after 1 January 2021. Where the arbitration agreement was concluded on or after 1 March 2017 and before 1 January 2021, the threshold of $2 Million as maintained under the 2017 rules still applies.
- The Arbitral Tribunal now has the superseding power to decide the mode through which the hearing will be held, and it may be through physical attendance, videoconference, telephone, or other appropriate means of communication.
- The arbitral tribunal has additional power on joinder of additional parties (provided the additional party accepting the constitution of the tribunal and agreeing to the Terms of Reference) and consolidation of arbitration two or more pending arbitrations single arbitration, where the arbitrations involve different parties and the claims are made under more than one contract, provided that the arbitration agreements are the same.

## THE LAGOS COURT OF ARBITRATION: ARBITRATION COMMITTEE

The LCA Arbitration committee is an initiative intended to promote its ongoing development into a world class international arbitration institution.

Members of this committee are appointed for a four year term, although half of the positions will be renewed after two years in order to ensure stable operations of the committee.

The committee is presided over by Mr. Charles Nairac. Who will be supported by Ms. Samaa Haridi and Mr. Babatunde Ogunseitan as the Vice Chairman of the Board. Ms. Oluwatosin Lewis acts as the Executive Secretary of this Committee.

The committee is tasked with the duty of providing updates to the current LCA Arbitration Rules which would be necessary to ensure that they embody best international practice and pioneer best African practice. Upon completion of this task, the committee would be expected to be the body saddled with the duties of appointment of arbitrators, the challenges to arbitrators, scrutiny of award and controlling costs.

The Committee has thus been divided into three sub-committees for this purpose.

**Sub-committee A** is responsible for defining the internal rules governing the appointment of and challenges of arbitrators. It is led by Mr. Charles Nairac and Secretary Mr. Thierry Ngoga (Rwanda), and comprises as core members Mr. Mohamed Abdel Raouf (Egypt), Ms. Sarah Grimmer (New Zealand national, based in Hong-Kong), Ms. Njeri Kariuki (Kenya) and Ms. Jacqueline Lule (Ugandan / British national, based in Uganda).

**Sub-committee B** is responsible for defining the internal rules governing the scrutiny of arbitral awards and control of costs, and will be responsible for implementing those functions once the relevant rules are in place. It is led by Chair Ms. Samaa Haridi and Secretary Ms. Emilia Onyema (Nigerian national, based in London), and comprises as core members Mr. Jackwell Ferris (South Africa), Mr. Mouhamed Kebe (Senegal), Ms. Cheng-Yee Khong (Malaysian national, based in Hong-Kong) and Ms. Angeline Welsh (United Kingdom).

**Sub-committee C** is charged with scrutinizing the LCA's current Arbitration Rules (2018) and making recommendations to the Committee and, ultimately, the LCA Board of Directors, regarding any amendments. Subcommittee C is led by Chair Mr. Babatunde Ogunseitan and Secretary Ms. Elizabeth Oger-Gross (United States / French national, based in Paris), and comprises as core members Ms. Marietta Appiah-Opong (Ghana), Mr. Stavros Brekoulakis (Greek national, based in the United Kingdom) and Mr. Thomas Snider (United State national, based in Dubai).The members of this committee are twenty-six (26) in number; eighteen (18) different nationalities. Their names are:

1. **Mr. Joachim Bile-Aka** (Partner, Bile-Aka Brizoua-Bi & Associés, Abidjan, Côte d'Ivoire)
2. **Mr. Stavros Brekoulakis** (Independent arbitrator, Professor of law, Queen Mary University, London, United Kingdom)
3. **Ms. Marietta Brew Appiah-Opong** (Partner, Lithur Brew, Accra, Ghana; former Attorney-General of Ghana)
4. **Mr. Adeyemi Candide-Johnson SAN** (Partner, Strachan Partners, Lagos, Nigeria; Member of the Board of the LCA, Immediate Past President of the Board of the LCA)
5. **Mr. Jackwell Feris** (Partner, Cliffe Dekker Hofmeyr, Johannesburg, South Africa)
6. **Ms. Sarah Grimmer** (Secretary General, Hong Kong International Arbitration Centre, Hong-Kong, People's Republic of China)
7. **Ms. Samaa Haridi** (Partner, HoganLovells, New York, USA)
8. **Mr. Tayeb Hassabo** (Partner, Aztan Law Firm, Khartoum, Sudan)
9. **Ms. Ndanga Kamau** (Partner, Ndanga Kamau Law, The Hague, Netherlands)
10. **Ms. Njeri Kariuki** (Partner, Njeri Kariuki Advocate, Nairobi, Kenya)
11. **Mr. Mouhamed Kebe** (Partner, Geni & Kebe, Dakar, Senegal)
12. **Ms. Cheng-Yee Khong** (Associate Investment Manager, OmniBridgeway, Hong-Kong, People's Republic of China)
13. **Mr. Tsegaye Laurendeau** (Counsel, Shearman & Sterling LLP, London, United Kingdom)
14. **Ms. Oluwatosin Lewis** ( Lagos, Nigeria; LCA Executive Secretary)
15. **Ms. Jacqueline Lule** (Independent Arbitrator, Kampala, Uganda)
16. **Mr. Charles Nairac** (Partner, White & Case LLP, Paris, France)
17. **Mr. Gakuba Thierry Ngoga** (Partner, Legal Line Partners, Kigali, Rwanda)

**15. Ms. Marie-Andrée Ngwe** (Cabinet Me Marie-Andrée Ngwe, Douala, Cameroon)

**16. Ms. Elizabeth Oger-Gross** (Partner, White & Case LLP, Paris, France)

**17. Mr. Tunde Ogunseitan** (Independent practitioner, Adjunct Lecturer at SOAS, University of London, London, United Kingdom)

**18. Dr. Adewale Olawoyin SAN FCIArb** (Managing Partner, Olawoyin & Olawoyin, Lagos, Nigeria; President of the LCA Board of Directors)

**19. Dr. Emilia Onyema** (Senior Lecturer in International Commercial Law, Associate Dean (Learning and Teaching) of the Faculty of Law and Social Sciences, SOAS, University of London, London, United Kingdom)

**20. Mr. Babajide Ogundipe FCIArb** (Partner, Sofunde, Osakwe, Ogundipe & Belgore, Lagos, Nigeria; Pioneer President of the LCA Board of Directors)

**21. Dr. Mohamed Abdel Raouf** (Partner, Abdel Raouf Law Firm, Cairo, Egypt)

**22. Mr. Thomas Snider** (Partner, Al-Tamimi & Co, Dubai, United Arab Emirates)

**23. Ms. Angeline Welsh** (Barrister, Essex Court Chambers, London, United Kingdom)

# UPCOMING ADR EVENTS

| S/N | EVENT | DATE | WEBSITE | SUMMARY |
|---|---|---|---|---|
| 1 | The 8th ITA-IEL-ICC Joint Conference on International Energy Arbitration | 20 January 2021 – 22 January 2021 | https://www.cailaw.org/Institute-for-Transnational-Arbitration/Events/2021/ita-iel-icc-conference.html | The joint conference includes a year-in-review analysis of key developments in international energy arbitration practice during the preceding year, panels and debates concerning these developments, a Forum for off-the-record discussion of current issues, a young arbitrators Roundtable and a variety of social networking activities. |
| 2 | 5th SCAI Innovation Conference – Disruption in International Arbitration. | 28 January 2021 | https://globalarbitrationnews.com/event/5th-scai-innovation-conference/ | This event will be taking place all day in Geneva and also broadcasted virtually. During this webinar, participants will be encouraged to comment on the improvement ideas suggested by the panelists and share their own in view of the drafting of a joint paper. Topics include: Disruption as a defence in international arbitration; Disruption and the interplay of alternative methods of dispute resolution: a New Path?; Disruption and Technology in Arbitration: an Opportunity or a Threat? |

# UPCOMING ADR EVENTS

| S/N | EVENT | DATE | WEBSITE | SUMMARY |
|---|---|---|---|---|
| 3 | 16th ICC International Commercial Mediation Competition | 5 February 2021 – 11 February 2021 | https://2go.iccwbo.org/icc-international-commercial-mediation-competition.html | This competition gathers 250+ students and coaches, as well as 100+ professional mediators and mediators trainers from all over the world and a number of volunteers, sponsors and observers. Students teams representing 48 universities from 39 countries will compete to resolve international business disputes through mediation, guided by professional mediators under the ICC Mediation Rules. It will be hosted online. |
| 4 | Vienna Arbitration Days 2021 - Construction Arbitration: Innovation and Constants | 12 February 2021 | https://www.viennaarbitrationdays.at/ | Further information about the program would be communicate soon. |
| 5. | 9th ICC MENA Conference on International Arbitration | 22 February 2021 – 24 February 2021 | https://2go.iccwbo.org/icc-mena-conference-on-international-arbitration.html | This is the ICC Institute Advanced Level Training on “The conduct of the proceedings and case management”. This virtual conference encourages Practicing Lawyers, Arbitrators, Mediators, Corporate counsel, Academic, Professionals interested in and/or involved in international arbitration in Latin America and the Caribbean to attend. |

# UPCOMING ADR EVENTS

| S/N | EVENT | DATE | WEBSITE | SUMMARY |
|---|---|---|---|---|
| 6. | 18th ITA-ASIL Conference: Arbitration Reform In Practice –What Changes?. | 24 March 2021 | https://globalarbitrationnews.com/event/18th-ita-asil-conference-arbitration-reform-in-practice-what-changes/ | This Conference is presented annually in Washington, D.C. by the ITA Academic Council with the American Society for International Law (ASIL) immediately preceding the ASIL Annual Meeting. Scholarship is a hallmark of this conference.<br>More details will be communicated soon. |
| 7. | 5th ICC European Conference on International Arbitration | 12 April 2021 | https://2go.iccwbo.org/icc-european-conference-on-international-arbitration.html | This conference aims to provide answers to the most pertinent questions relating to arbitration in Europe. Speakers will lead topical discussions and panel sessions on latest development in the region's arbitration calendar. |
| 8. | African Arbitration Association 2nd Annual Conference – "Reform and Innovation in International Dispute Resolution: African Perspectives". | 14 April 2021 -16 April 2021 | https://afaa.ngo/page-18154 | This conference is scheduled to hold in Movenpick Ambassador Hotel, Accra, Ghana and would involve discussions on the AFCFTA Investment Protocol, Dispute Resolution in African Regional Investment Agreements, African Perspectives on Current ISDS Reform Options, among others. |

# UPCOMING ADR EVENTS

| S/N | EVENT | DATE | WEBSITE | SUMMARY |
|---|---|---|---|---|
| 9. | American Arbitration Association – "2021 AAA Construction Conference: Moving forward in a New Decade" | 10 June 2021 | https://www.aaaeducation.org/courses/2021-aaa-construction-conference-moving-forward-in-a-new-decade/ed2220001o/ | The 2021 Conference will focus on the growing complexities of construction projects and trends going into the new decade. The conference topic includes; Emerging Opportunities: Recognizing the trends and technologies transforming dispute resolution, Understanding the Arbitral Decision-Making Model and What advocates can do to protect the award, Unique consideration in Arbitrating International Construction MegaProject Disputes. |
| 10. | American Arbitration Association "2021 AAA National Labour Conference". | June 10-11 2021 | https://www.aaaeducation.org/courses/2021-aaa-national-labor-conference/ed5320001o/ | This conference will focus on the issues and challenges that both labour and management will face as the new labour market evolves. The conference faculty will provide insight into what lies ahead in the new labour market and will share tips and strategies on how to respond to, prepare for, and navigate this advancing landscape. |

Lagos Court of Arbitration
1A, Remi Olowude Street,
2nd Roundabout, Lekki-Epe
Expressway Okunde Bluewater
Scheme Lekki Peninsula Phase 1
Lagos.

+234 (0) 8094804504, 08094804506
info@lca.org.ng
https://www.lca.org.ng/