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DISPUTE RESOLUTION INSIGHTS

International Arbitration in the Middle East: Rule Reforms, Institutional Growth and the Rise of a Global Hub

ASHURST PERKINS COIE

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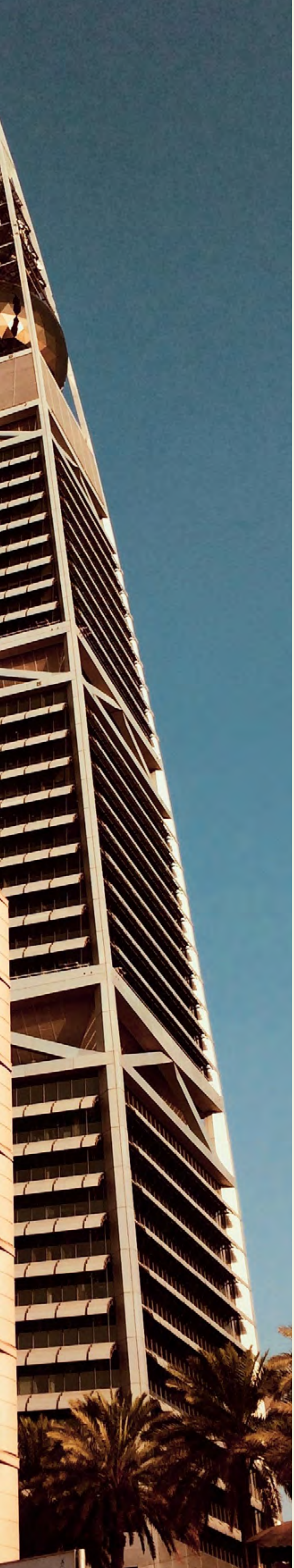

Introduction

The Middle East continues to consolidate its position as one of the world's fastest-growing arbitration hubs. In this edition, we examine three significant recent developments:

- The entry into force of the 2026 ICC Arbitration Rules (the 2026 Rules) on 1 June 2026, introducing targeted reforms to improve efficiency, flexibility and digital case management.
- Proposed amendments to the DIFC Arbitration Law (Arbitration Law No. 1 of 2008), which would significantly modernise the DIFC's arbitration framework if enacted.
- A June 2026 report published by the Saudi Centre for Commercial Arbitration (SCCA), providing valuable insight into the alignment of Saudi Arabia's arbitration framework with international standards.

We also take stock of the broader regional landscape, including the continued growth of key arbitral institutions across the Gulf.

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Introduction of the 2026 ICC Arbitration Rules

The 2026 Rules came into effect on 1 June 2026, superseding the 2021 edition. Unless agreed otherwise, they apply to ICC arbitrations commenced on or after that date. The revisions build on the existing framework with targeted changes designed to make proceedings more efficient, flexible and suited to modern cross-border disputes. The key changes are summarised below.

We summarise below the principal changes introduced by the 2026 Rules:

Terms of Reference and Case Management Conference

Former position: Mandatory Terms of Reference (ToR) were a distinctive feature of ICC arbitration. The time limit for the final award was calculated from signing or approval of ToR (default six-month period). The procedural timetable was communicated to the ICC Court of Arbitration.

New position: ToR are no longer mandatory. The initial Case Management Conference (CMC) is now the key procedural milestone, to be held within 30 days of the tribunal receiving the file. The procedural timetable now serves as the basis for the time limit for the final award and must be communicated to the ICC Secretariat. Tribunals may record key aspects (parties, jurisdiction, applicable law) in their first Procedural Order rather than ToR.

Early Determination and Expedited Procedures

Former position: No express early determination mechanism. The Expedited Procedure Provisions applied automatically to disputes up to USD 3 million. No highly expedited procedure was available.

New position: New Article 30 introduces an express early determination mechanism for claims or defences that are manifestly without merit or outside the tribunal's jurisdiction. The expedited procedure threshold has increased to USD 4 million. A new opt-in Highly Expedited Arbitration Procedure is available irrespective of the amount in dispute, conducted before a sole arbitrator with a final award expected within three months of the CMC.

Emergency Arbitration and Interim Relief

Former position: Emergency arbitrator proceedings could only be initiated against parties clearly bound by the arbitration agreement. No provision for preliminary orders or ex parte applications.

New position: Parties may now request preliminary orders (including without notice) directing another party not to frustrate emergency measures. The scope of emergency proceedings has been broadened to include any party where the President is satisfied an arbitration agreement binding that party may exist, improving access in multi-party disputes.

Arbitrator Disclosure

Former position: General duty of ongoing disclosure of circumstances affecting independence or impartiality. No express guidance on resolving doubts about whether to disclose.

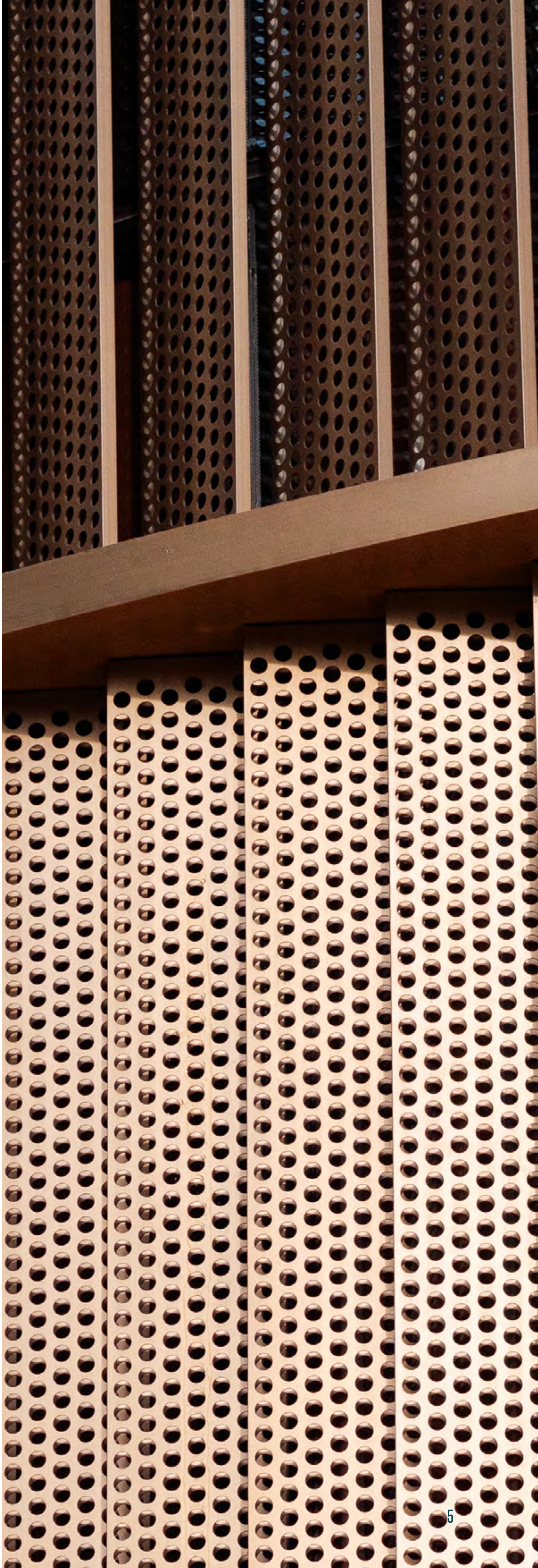
New position: New Article 12 provides that doubts about disclosure must be resolved in favour of disclosure, and that disclosure alone does not imply a lack of independence or impartiality. Parties must provide a reasoned conflict-check list for prospective arbitrators.

Digital Case Management

Former position: No default platform for electronic case management. Communications and filings handled through conventional channels.

New position: Electronic communications are the default. ICC Case Connect (powered by Opus 2) is now the primary channel for Secretariat communications. Requests for Arbitration may be filed electronically, and tribunals may conduct hearings and deliberations in person, remotely or in hybrid form.

The 2026 Rules point towards a more streamlined and actively managed form of ICC arbitration. Parties should prepare claims and defences earlier, consider expedited procedures at the contracting stage, and make strategic use of the new procedural tools to maximise efficiency.



Proposed amendments to the DIFC arbitration law

In mid-June, the DIFC announced a public consultation on proposed amendments to the DIFC Arbitration Law. The reforms would retitle the law the "Arbitration and Mediation Law of 2026" and, if enacted, would represent a significant modernisation of the DIFC's arbitration and dispute resolution framework. Unless the parties agree otherwise, the amendments would apply only to arbitrations and mediations commenced after enactment.

The key proposed changes are summarised below.

Arbitration agreements and commencement

Former position: No express statutory recognition of unilateral or asymmetrical dispute resolution clauses. No power for the DIFC Court to extend contractual time limits for commencing arbitration. The law governing the arbitration agreement was not expressly addressed.

New position: Express recognition of unilateral/asymmetrical clauses (while invalidating clauses giving one party unilateral control over tribunal composition). Confirmation that the law governing the arbitration agreement is the law chosen by the parties or, absent choice, the law of the seat. New Article 11A would empower the DIFC Court to extend contractual time limits in limited circumstances – though this raises party autonomy concerns and potential enforcement risks under Article V(1)(d) of the New York Convention.

Tribunal powers and procedural efficiency

Former position: No express statutory basis for tribunals to order security for costs, consolidate related arbitrations, or join additional parties. Enforcement of tribunal-ordered interim measures required the tribunal's prior written permission. Applications for interim measures and their enforcement had to be communicated simultaneously to all parties.

New position: Express power to order security for costs. Statutory consolidation regime (preserving party autonomy by requiring agreement). Statutory basis for joinder of additional parties bound by the arbitration agreement. Removal of the requirement for prior tribunal permission before seeking DIFC Court enforcement of interim measures. Removal of the simultaneous communication requirement for interim measure applications (permitting ex parte applications, though this may raise due process and enforcement concerns).

Early determination and remedies

Former position: No express summary determination power. No express power to grant provisional relief pending final determination. Tribunal remedies and award-making powers not expressly codified in detail.

New position: Tribunals may issue summary awards where a claim or defence has no real prospect of success. Power to grant provisional relief pending final determination. Express confirmation of the tribunal's authority to grant any remedy available under applicable law, issue separate awards, sign awards electronically or outside the seat, and award simple or compound interest.

Peremptory orders and emergency relief

Former position: No statutory regime for peremptory orders. No express provision for DIFC Court enforcement of emergency arbitrator orders. No prohibition on discrimination in arbitrator appointments.

New position: Statutory regime for peremptory orders where a party fails to comply without sufficient cause (with sanctions including dismissal of claims). DIFC Court empowered to enforce peremptory orders made by tribunals and emergency arbitrators. Prohibition on discrimination in arbitrator appointments on grounds of gender or disability.

Awards and enforcement

Former position: Three-month period to apply to set aside an award. No express provision allowing the DIFC Court to extend the time for rendering an award. No express bar on re-raising grounds in enforcement proceedings that were or could have been raised in set-aside proceedings.

New position: Set-aside period shortened from three months to 30 days (promoting finality, though potentially challenging in complex cases). DIFC Court may extend time for rendering an award where substantial injustice would otherwise result. DIFC Court may adjourn enforcement decisions where set-aside applications are pending. Parties are barred from resisting enforcement on grounds that could have been raised in set-aside proceedings.

Mediation

The proposed amendments would also introduce a new DIFC mediation regime, reflecting the growth of mediation internationally and the establishment of the DIFC Courts Mediation Service Centre. Settlement agreements reached through mediation would be binding and enforceable by the DIFC Court, irrespective of where the mediation was conducted.

If enacted, the amendments would reinforce the DIFC's position as a modern, pro-arbitration seat with an increased emphasis on active case management, procedural efficiency and alternative dispute resolution.

2026 SCCA report

On 1 July 2026, the SCCA published its June 2026 country report, *Arbitration in Saudi Arabia: Case Law and Legislative Analysis in Light of the UNCITRAL Model Law and Saudi Arbitration Framework* (the **Report**). The Report examines the extent to which Saudi Arabia's arbitration framework aligns with the UNCITRAL Model Law on International Commercial Arbitration (the **Model Law**), analysing Saudi court practice and comparing the Model Law with both the current Saudi Arbitration Law (Royal Decree No. M/34, 2012) (the **Arbitration Law**) and the Draft Saudi Arbitration Law published for public consultation (the **Draft New Law**).

Saudi court practice confirms a pro-arbitration approach

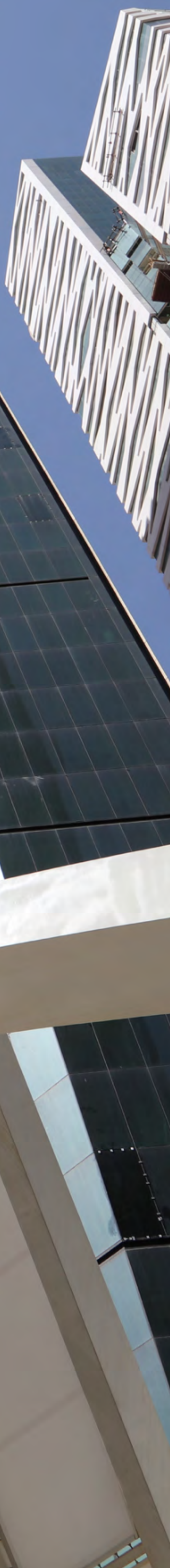
A central theme of the Report is the Saudi courts' increasingly consistent support for fundamental arbitration principles, including competence-competence, separability, and the refusal to extend arbitration agreements beyond the parties' clear written consent. These findings demonstrate close alignment with internationally recognised standards and provide greater certainty for parties.

The Report also demonstrates a restrained approach to annulment: of 967 judgments analysed, only 194 involved annulment applications, of which 174 were dismissed (an 89.7% rejection rate). Intervention on public policy or Sharia grounds was found to be exceptional and generally limited to the offending part of an award, reflecting a measured, arbitration-friendly approach to enforcement.

The draft new law and legislative modernisation

The Draft New Law would further align Saudi arbitration with the Model Law while preserving certain domestic features. Key reforms include express definitions of "Arbitral Tribunal" and "Award" (encompassing emergency arbitrators and interim/partial awards), a more flexible writing requirement for arbitration agreements, and removal of the requirement that a sole or presiding arbitrator hold a university degree in Sharia or law. The Draft New Law would also introduce a more comprehensive framework for interim measures and modernise procedures by recognising electronic notifications, virtual hearings and electronic signatures.

For a more detailed analysis of the Report and its key findings, see our article Saudi arbitration in focus: SCCA report highlights court support and legislative modernisation.



The broader regional picture: the Middle East as a global arbitration hub

The developments discussed above are part of a wider trend. The Middle East – and the Gulf in particular – has rapidly established itself as one of the world's most dynamic arbitration markets, supported by sustained government investment, institutional reform and growing caseloads across the region's principal arbitral centres.

The UAE's growing prominence was underscored by the ICC's 2024 Dispute Resolution Statistics, which confirmed that the UAE broke into the top five arbitration seats globally for the first time, alongside the United Kingdom, France, Switzerland and the United States. The Middle East was particularly active, with 224 parties involved in ICC proceedings (9% of the total party population), led by the UAE (73 parties), Qatar (51), Saudi Arabia (28) and Oman (20).

At the institutional level, the Dubai International Arbitration Centre (DIAC) registered 295 cases in 2024 – its third consecutive year registering more than 250 administered arbitrations – with total amounts in dispute of AED 9.7 billion (up from AED 5.5 billion in 2023). Construction and real estate disputes continued to dominate at approximately 60% of the caseload, followed by energy (10%). Parties from 53 countries were represented, and the 2024 Dubai Arbitration Week attracted over 1,500 delegates – the second largest event of its kind globally.

In Saudi Arabia, the SCCA's caseload continued its rapid growth trajectory, with 120 new filings in 2024 (up 30% from 2023) and an average annual growth rate of 65% over the preceding four years. The SCCA has since reported 182 new case filings in 2025, a further 63% increase, with the total value of claims exceeding SAR 4 billion. Construction and engineering lead the SCCA's sector profile (38% in 2024), followed by professional services (18%) and employment and labour (13%). Parties from 29 nationalities have participated in SCCA cases since its inception, signalling growing international trust in the institution.

Abu Dhabi has also entered the picture with the launch of the Abu Dhabi International Arbitration Centre (arbitrateAD) in February 2024, replacing the former ADCCAC. The new institution operates under modern rules aligned with international best practice – including provisions for early dismissal, emergency arbitrators, expedited procedures, joinder and consolidation, and third-party funding disclosure – with the Abu Dhabi Global Market (ADGM) as the default seat. ArbitrateAD administered 61 matters in 2025, up from 44 in 2024, reflecting 38% caseload growth in its first full year of operation.

The competitive dynamics between these institutions, combined with ongoing legislative reform across the Gulf, are producing tangible benefits for users: modernised procedural rules, improved digital infrastructure, greater diversity in arbitrator appointments (DIAC reported near gender parity at 47% in Arbitration Court appointments in 2023), and increasingly efficient case resolution timescales. The SCCA, for instance, reports that arbitrations ending in an award closed on average in less than seven months, with the longest taking under 14 months.

Conclusion

Taken together, these developments reflect a region in transition – moving from a promising arbitration market to a mature, globally competitive one. The 2026 ICC Rules, the proposed DIFC reforms and the SCCA's findings are united by a common emphasis on procedural efficiency, digitalisation and modernisation. Combined with the institutional growth at DIAC, the SCCA and arbitrateAD, they signal that the Middle East is no longer merely an emerging arbitration hub but an established one.

Related publications:

Article 1006 of the UAE's New Civil Code: Implications for Creditors enforcing guarantees

In this article we assess new Article 1006 in the New Civil Code, which is relevant to banks, fi-nancial institutions, and other creditors that rely on personal guarantees as security.

The Impact of Geopolitical Events on the Regulatory Landscape in the UAE

In this article, we examine how the current geopolitical environment in the Middle East is reshap-ing the UAE's anti-money laundering counter-terrorism financing and counter-proliferation financ-ing landscape, particularly in the context of the UAE's 2026 FATF mutual evaluation.

KSA Investment Law – One Year On

In this article, we examine the first twelve months of Saudi Arabia's modernised Investment Law framework and consider its far-reaching implications for domestic and international investors operating in the Kingdom.

Interim Relief in ADGM-Seated Arbitrations: Mandatory Rules Prevail

In this article, we consider a recent ADGM Court decision confirming the Court's power to grant urgent interim relief in support of ADGM-seated arbitrations, even in cases where the applicable procedural rules would require first seeking permission from the tribunal.

The UAE's new Civil Code: key changes and its practical application

In this article, we examine the key reforms introduced by tthe UAE's new Civil Code, which entered into force on 1 June 2026, and the practical implications of these developments for businesses operating in the UAE.

International arbitration in 2026: 5 themes for turbulent times

In this article, we look back on 5 trends which were a focus for us in 2025. We also again anticipate the themes likely to drive disputes in 2026.

International Arbitration Quickguides

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