

DIAC Arbitrations: Current Issues In Spring, 2026.

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As the DIAC Registrar noted earlier in March, 2026, the centre continues to provide its full suite of services to users. One development, from last summer, that may have been missed is how Dubai awards are signed. Arbitrators looking back at the first time they sat in Dubai will likely well recall the exasperation from their co-panellists about the need to sign every page of the award. In modern life there are few instances where you need to sequentially sign your name hundreds of times.

Inevitably occasions arose where not each member of a panel signed their name on each page. The consequence of this was that parties sometimes brought applications to annul the award. A successful party, whilst mindful that an award is liable to be challenged by a losing party, will nevertheless often have been frustrated that further time and cost needed to be deployed following an application to annul on this discrete ground. The requirement had no strict legislative basis, such as under the UAE Arbitration Law (Federal Law No 6 of 2018), and was not followed by the Court of Cassation of other Emirates.

The question as to what signatures are required has now been resolved following the Authority for Unification of Federal and Local Judicial Principles (the “**Authority**”) issuing its Decision No. 1 of 2025 on 4 August 2025 (“**Decision No. 1**”). From summer 2025, signatures are needed from all panellists *only* on the final page of the award. This represents an important step in clarifying the requirements for arbitrators and reducing the number of appeals on a technical ground.

Practice of signing each page

The UAE Arbitration Law, which was issued in 2018, makes no reference to an arbitral tribunal’s signature being required on every page of an award. But the Court of Cassation, in decisions such as Court of Cassation No. 403 of 2020, held that since the language in the UAE Arbitration Law was similar to the old UAE Civil Procedure Law, awards needed to be signed

on every page as the Civil Procedure Law required this approach. This decision had real-world consequences. In Case 403, an award which had only been signed on its final page was not enforced. The reasoning offered was that Article 41 of the UAE Arbitration Law requires that the tribunal must sign an award, and these signature/s constitute proof that the tribunal authored the award. When there is not a signature on each page, it was held that there was a lack of clarity/ proof that the tribunal authored the entire award.

The reasoning in Case 403 was followed in a number of subsequent cases in the Dubai Court of Cassation between 2020 and 2023. Abu Dhabi Court of Cassation's decision in Case No. 844 of 2022 follows a similar approach. Conversely, this approach was not followed universally. Case No 5 of 2024 from the Ras Al-Khaimah ('RAK') Court of Cassation underscores that it was sufficient for only the last page of an award to be signed as the signature satisfies the requirements of Article 41 and required enforcement conditions. RAK Court of Cassation Case No 5 of 2024 observed that New York Convention does not have an equivalent provision to Article 41. This reflects the transnational character of arbitration and the willingness of different seats to learn from each other.

Changing the goalposts: Decision No 1 of 2025.

The work by the Authority for Unification of Federal and Local Judicial Principles ("the Authority") is helpful and necessary in consolidating, protecting and promoting the UAE's position as an attractive seat for arbitration. As a matter of common sense where there are a number of Court of Cassations in different Emirates, different judges will follow varying approaches on the same issue from time to time. Decision No 1 overrules the stricter approach that had prevailed in Dubai by adopting the more expansive approach seen in decisions such as RAK's Court of Cassation's Case No 5 of 2024. The Authority in explaining its decision held that:

- Compliance with Article 41 of the UAE Arbitration Law, is seen where an award has the signatures of all/a majority of the arbitrators on the last page of the written award. The award is then valid and enforceable.
- No provision of the UAE Civil Procedure Law, or any part of Article 41 of the UAE Arbitration Law or the New York Convention required that each page be signed.

- A failure to sign every page does not amount to a ground for annulment. The UAE Arbitration Law does not require it, it is not a breach of UAE public order and neither is it prejudicial to the parties.
- Excessive formality of litigation should be avoided in arbitration and a strict formalistic approach run counter to the efficacy of the arbitral process.

Conclusion

Practitioners, arbitrators and of course parties will welcome no longer having to check that every page of the hundreds of pages of an award is signed. The post-award challenge by the losing party on this discrete procedural issue can no longer be made. It is to be welcomed as it simplifies the UAE arbitration landscape. DIAC is open for business and a pesky issue of the past is no longer part of the legal landscape.

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