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ARBITRAL SUPERVISION COMES OF AGE



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I. INTRODUCTION

1. The past year has brought a series of significant developments in the arbitration jurisprudence of the Dubai International Financial Centre **("DIFC").** The DIFC Courts have long enjoyed a strong reputation as an arbitration-friendly jurisdiction, characterised by judicial restraint and respect for arbitral autonomy and finality. Yet, until 2026, no arbitral award had been set aside by the DIFC Courts. While limited judicial intervention is an important hallmark of an arbitration-friendly jurisdiction, a perception that awards are effectively immune from challenge could undermine confidence in the Courts' supervisory role. Against this backdrop, this year marked an important milestone with two decisions which saw the first awards set aside by the DIFC Courts. Their significance lies not in any expansion of the Courts' powers, but in demonstrating that those powers will be exercised where the circumstances warrant intervention.

2. Importantly, these set aside decisions are only part of the developments that have reinforced the DIFC's standing as an arbitration-friendly jurisdiction. Other decisions have clarified the Court's approach to enforcement. A further group considers other stages of the process, including the consequences of choosing a DIFC seat and the interaction between arbitration agreements and court proceedings. Although these decisions arise in distinct contexts, they raise a common question: how can the Courts give meaningful effect to the parties' agreement to arbitrate without exceeding the role assigned to them by the applicable law?

3. Alongside these judicial developments are the proposed amendments to the DIFC Arbitration Law published for consultation in

June 2026. The proposals would expand the procedural powers available to tribunals, alter aspects of the standard governing a party's opportunity to present its case, and shorten the period for challenging an award. Considered alongside the recent case law, these developments reinforce the DIFC's reputation as an arbitration-friendly jurisdiction. They reflect a framework in which judicial restraint and arbitral finality coexist with meaningful supervision, effective judicial support, and continued efforts to modernise arbitral practice.

II. SETTING ASIDE ARBITRAL AWARDS: INTERVENTION WITHOUT INTERFERENCE

4. The decisions in *Oheo Bank v Parker* and *Princeton v Persephone* mark a significant development, with the DIFC Courts setting aside arbitral awards, in part and in whole respectively, under Article 41 of the DIFC Arbitration Law (which broadly mirrors the UNCITRAL Model Law grounds for setting aside awards at the seat). Both decisions concern the denial of a fair opportunity to present a case. However, read alongside other cases, in which set aside challenges were rejected, they also illustrate the limits of judicial intervention. Together, these decisions demonstrate that the Courts respect arbitral finality but will not uphold an award where a material procedural irregularity has deprived a party of a fair opportunity to present its case.

5. In *Oheo Bank v Parker,*[i] the Court of Appeal considered the standards applicable to Article 41(2)(a)(ii) and (iii), concerning a party's inability to present its case and decisions beyond the scope of the submission to arbitration. While reaffirming the DIFC's *"light touch"* approach to arbitral awards, the Court emphasised that deference to arbitral tribunals was not unconditional. Drawing on authorities across common law jurisdictions, the Court formulated four principles: (i) the Court would be slow to intervene; (ii) the threshold for intervention remained high; (iii) intervention required *"real unfairness or real*

practical injustice"; and (iv) whether that threshold was met depended on the facts of each case.

6. On the facts, this case concerned the tribunal's reliance on a materially altered and unpleaded claim in formulating parts of its award. Oheo Bank argued that the tribunal's approach deprived it of an opportunity to respond to this claim and sought to set aside the award under Article 41(2)(a)(ii), which permits an award to be set aside where a party is unable to present its case. The Court found that Oheo Bank did not need to prove that the outcome would have been different had it been given an opportunity to present submissions; it only had to show that the submissions it would have made were reasonably arguable and could reasonably have made a difference. The Court therefore set aside the relevant parts of the award for procedural unfairness. The Court separately rejected the challenge under Article 41(2)(a)(iii), adopting a flexible approach to determining the issues that were *"in play"* in the arbitration, having regard to the arbitral record as a whole rather than the pleadings alone. The distinction is important: a claim may fall within the scope of the submission to arbitration, yet its determination may nevertheless be procedurally unfair if a party was denied a reasonable opportunity to address it.

7. The decision of the Court of First Instance **("CFI")** in *Princeton v Persephone*[ii] further illustrates the application of the principles developed in *Oheo Bank*. The dispute concerned whether Persephone's failure to pay the full purchase price by the contractual deadline entitled Princeton to terminate the contract. Rather than deciding the dispute on the arguments advanced by the parties, the tribunal relied on its own reasoning that their conduct and previous dealings showed that no fixed payment deadline had been agreed, and that there was no reason to doubt Persephone's ability to pay the balance. The Court found that these arguments had not formed part of

the parties' cases and that Princeton had been denied an opportunity to address them. It set aside the award because the submissions and evidence Princeton might have provided could reasonably have affected the outcome. The award was set aside in its entirety because the impugned reasoning formed the foundation of the tribunal's conclusions and could not be severed from the remainder.

8. The decisions in *Oheo Bank* and *Princeton* demonstrate the DIFC Courts' willingness to intervene in cases of material procedural unfairness. However, they do not indicate that the Courts have become more interventionist generally or that awards will be set aside more readily whenever a party alleges that it was unable to present its case. This is aptly illustrated by the CFI's decision in *Oratio v Orangia.*[iii] Here, the applicant argued that the tribunal's award had to be set aside because it had adopted a contractual construction of Addendum 2 to the parties' Sale and Purchase Agreement that neither party had advanced, thereby depriving the parties of an opportunity to address this point in their submissions. Notwithstanding the apparent similarity to the facts in *Princeton,* the CFI rejected the challenge in this case. It found that Addendum 2 and its legal consequences formed part of the contractual materials and issues considered by the tribunal during the arbitration, and the parties thus had an opportunity to address it in their submissions.

9. The Courts have similarly continued to reject set aside applications that seek to re-litigate the merits of a dispute decided by an arbitral tribunal. In *Okeke v Obike,*[iv] the CFI dismissed the set aside application as time-barred under Article 41(3). It also considered the substantive grounds in the alternative, rejecting challenges to the tribunal's interpretation of an insurance policy and its assessment of the evidence, finding that the applicant's complaints did not establish jurisdictional excess, procedural unfairness, or a public policy violation.

Similarly, in *Olan v Obelix,*[v] the CFI rejected challenges to the tribunal's treatment of liquidated damages and allegedly forged documents, holding that disagreement with the tribunal's reasoning and evidential assessments did not establish a ground for setting aside the award under Article 41.

10. Taken together, these decisions show that the DIFC Courts will set aside an award where material procedural unfairness has deprived a party of a fair opportunity to present its case but will not permit Article 41 to become a means of appealing a tribunal's decision on the merits. The emerging approach is therefore one of principled supervision, preserving arbitral finality while ensuring that it does not come at the expense of procedural fairness.

III. RECOGNITION AND ENFORCEMENT: REINFORCING STATUTORY DISCIPLINE

11. The Courts' emphasis on principled limits is also evident in their approach to recognition and enforcement over the past year. Articles 42–44 of the DIFC Arbitration Law govern the recognition and enforcement of awards irrespective of where they were made. In particular, Article 44(1) sets out the limited grounds for refusing recognition or enforcement, broadly mirroring Article V of the New York Convention. The decisions considered below show that the DIFC Courts continue to adhere to the prescribed statutory procedures while resisting attempts to impose additional conditions on recognition that the statutory framework does not require.

12. **Procedure:** *Ozan v Owain* concerned the procedure for recognition and enforcement of arbitral awards. In practice, recognition is frequently sought without notice, with the debtor then entitled to apply to set aside the recognition order within 14 days under rule 43.70 of the Rules of the DIFC Courts **("RDC").** In this case, the

Arbitration Claim Form appeared to seek recognition without notice, but was subsequently served on the debtor (which the claimant said was at the Court's request), who acknowledged service and challenged jurisdiction. Nevertheless, the CFI issued a recognition order under the without-notice procedure, before formally dismissing the jurisdictional challenge and without first giving the defendant an opportunity to raise grounds for refusing recognition. In refusing permission to appeal, the CFI held that subsequent service did not displace the Court's ability to proceed as though recognition had been sought without notice. It considered Part 43 to provide a self-contained procedure, with the defendant's rights protected by the ability to apply to set aside the recognition order under RDC 43.70.[vi] However, on a renewed application, the Court of Appeal granted permission to appeal, finding a real prospect that the debtor should instead have been afforded an opportunity to be heard before the order was made, in accordance with the procedure applicable to contested arbitration claims. The Court also stayed enforcement unless the award creditor provided an undertaking that any assets recovered would be held by the DIFC or Dubai Courts pending further directions.[vii] The unresolved question is whether subsequent service and participation required the proceedings to follow the on-notice procedure under RDC 43.64, notwithstanding that recognition was initially sought without notice. It remains to be seen how the Court of Appeal resolves this question; no substantive appellate decision has been published at the time of writing.

13. **Adjournment and security:** Article 44(2) of the DIFC Arbitration Law provides that where an application to set aside an award is pending before the seat courts, the DIFC Courts may adjourn their decision on recognition and enforcement and, on application, order the debtor to provide appropriate security. In *Oratio v Orangia*,[viii] the award debtor had applied to set aside a DIFC-seated award,

while the creditor separately sought recognition and enforcement before the DIFC Courts. Following consolidation of the proceedings, the creditor sought security for the full award amount, arguing that consolidation effectively adjourned enforcement pending determination of the set aside application. The CFI rejected the application, holding that consolidation was not an adjournment engaging Article 44(2), particularly where both proceedings were before the same Court. The Court also considered that the proposed security risked operating as interim enforcement rather than a preservation measure. In a separate decision in ARB 001/2026 concerning a Singapore-seated award,[ix] the CFI considered the debtor's suggestion that recognition be adjourned pending set aside proceedings commenced in Singapore. The Court noted that no formal application for adjournment had been made and that the Singapore proceedings had not been properly evidenced. It further emphasised that adjournment under Article 44(2) was discretionary, requiring consideration of the merits and *bona fides* of the challenge and the prejudice caused by delay. The sole ground advanced before the CFI lacked merit and did not justify delaying enforcement.[x] It nevertheless observed that, were an adjournment to be contemplated, full security would be appropriate in the circumstances. The decisions illustrate that the pendency of set aside proceedings and any resulting delay in enforcement do not, by themselves, satisfy the statutory conditions for an adjournment or security.

14. The longstanding debate over whether a territorial nexus is required for the DIFC Courts to recognise and enforce foreign arbitral awards, extensively litigated under the former Judicial Authority Law, has resurfaced under the DIFC Courts Law No. 2 of 2025 **("Courts Law 2025").** In *Om v Ottilie,*[xi] the CFI reaffirmed that recognition does not require the parties, their assets or the underlying dispute to have a connection with the DIFC. It clarified that the Courts will not impose

additional conditions that lack a clear statutory basis. This position was reiterated in ARB 001/2026,[xii] which distinguished the Court's jurisdiction to recognise awards under Article 14(A)(5) of the Courts Law 2025 from its jurisdiction over compulsory execution under Article 31(3). The distinction was also confirmed by the Conflict of Jurisdictions Tribunal in *Guangzhou Salvage v Global Marketing Systems DMCC,*[xiii] which held that the DIFC Courts had jurisdiction to recognise a Singapore-seated award notwithstanding the absence of a territorial nexus, but that compulsory execution, in the absence of a DIFC enforcement nexus, fell within the jurisdiction of the Dubai Courts. These decisions reaffirm the DIFC Courts' jurisdiction to recognise foreign awards while clarifying that the territorial requirements governing compulsory execution are a separate question.[xiv]

15. Collectively, these decisions reaffirm the DIFC Courts' commitment to facilitating recognition and enforcement within the applicable statutory framework. They illustrate the importance of observing procedural safeguards, exercising discretionary powers within their statutory limits, and confining objections to recognition to the grounds prescribed by Article 44. Equally, the Courts have resisted attempts to introduce additional jurisdictional requirements not found in the legislation. The resulting approach remains supportive of enforcement, while preserving the limited scope of judicial intervention and the distinct functions of recognition and compulsory execution.

IV. ARBITRATION AGREEMENTS AND COMPETING CLAIMS TO JURISDICTION

16. The DIFC Courts have continued to address jurisdictional conflicts arising from competing dispute-resolution provisions and proceedings commenced before different judicial forums. The decisions considered below illustrate how the Courts reconcile contractual arrangements, determine which matters must be referred to arbitration, and protect

the supervisory jurisdiction of the courts of the agreed seat.

17. The consequences of choosing a DIFC seat where there are competing dispute-resolution clauses arose in *Oswin v Otila and Ondray*.[xv] The parties' joint venture agreement provided for DIFC-seated arbitration but also contained a separate clause granting exclusive jurisdiction to the Abu Dhabi courts, expressly subject to arbitration. Oswin obtained an interim injunction from the DIFC Courts preserving the *status quo* pending arbitration. The defendant sought to discharge the injunction, arguing that the Abu Dhabi jurisdiction clause reserved jurisdiction over interim measures to the Abu Dhabi courts. The CFI rejected this interpretation and considered that the separate jurisdiction clause did not displace the Courts' supervisory jurisdiction under the joint venture agreement. On a renewed application for permission to appeal, the defendant also relied on competing dispute-resolution provisions in related agreements. The Court of Appeal found that these did not exclude the DIFC Courts' supervisory jurisdiction and refused permission to appeal.

18. A similar question of reconciling competing arbitration and jurisdiction clauses arose in *Agro Resource v Promising International*.[xvi] The parties' contract provided for an English-seated Grain and Feed Trade Association (GAFTA) arbitration alongside a separate provision conferring exclusive jurisdiction on the DIFC Courts following unsuccessful mediation. When mediation failed, the claimant commenced proceedings before the DIFC Courts, arguing that the jurisdiction clause entitled it to do so. The defendant sought a stay under Article 13(1) of the DIFC Arbitration Law, which requires the Courts to stay or dismiss proceedings concerning a matter covered by an arbitration agreement, subject to the statutory exceptions. The CFI reconciled the provisions: the arbitration agreement governed the substantive dispute, while the DIFC jurisdiction clause retained a

residual role where the parties did not pursue arbitration or where enforcement of a resulting award was sought. As the defendant had invoked the arbitration agreement, the Court stayed the proceedings. The decision reflects the DIFC Courts' approach of interpreting the contractual framework as a whole, rather than presuming that an arbitration clause would automatically prevail over a jurisdiction clause.

19. A more difficult question under Article 13(1) arose in *Petrichor v Ultimate Oil & Gas.*[xvii] Petrichor sought to enforce English judgments in the DIFC Courts. The parties had subsequently entered into a New Payment Agreement regulating repayment of the judgment debt, restricting enforcement until specified conditions were satisfied, and containing a London Court of International Arbitration (LCIA) arbitration clause. The defendants sought a stay under Article 13(1), arguing that whether Petrichor was contractually entitled to resume enforcement was a *"matter"* falling within the arbitration agreement. The CFI refused the application, holding that the relevant *"matter"* was the enforcement of the English judgments, rather than a dispute under the New Payment Agreement. Questions concerning satisfaction of the contractual conditions were merely threshold issues and did not require referral to arbitration. However, on 9 June 2026, the CFI granted permission to appeal,[xviii] finding it arguable that the contractual entitlement to enforce the English judgments constituted a substantial issue legally relevant to the claim, rather than merely being a threshold question. The appeal may provide important guidance on identifying the relevant *"matter"* where the cause of action before the Court is subject to a subsequent agreement containing an arbitration clause. No appellate determination had been published by the date of this chapter.

20. A different jurisdictional conflict, concerning the supervisory jurisdiction of the courts of the arbitral seat, arose in *Paul v Paxton.*[xix]

Paxton sought to challenge a DIFC-seated arbitral award by commencing annulment proceedings before the onshore Dubai courts. Paul obtained an anti-suit injunction from the DIFC CFI restraining those proceedings, which Paxton nevertheless continued to pursue. Paxton subsequently applied to set aside or vary the injunction to permit the challenge to continue, but the CFI refused to do so. It emphasised that any challenge to the award had to be brought before the courts of the seat, namely the DIFC Courts. The decision illustrates the DIFC Courts' willingness to protect their supervisory jurisdiction against competing proceedings before another judicial forum.[xx]

21. Taken together, these decisions demonstrate how the DIFC Courts address competing claims to jurisdiction, from reconciling dispute-resolution clauses and determining the scope of the obligation to refer matters to arbitration, to protecting the supervisory jurisdiction of the courts of the seat. Their approach seeks to make effective the parties' arbitral arrangements while recognising that the extent of judicial intervention depends on the contractual and statutory framework.

V. PROPOSED REFORMS: BROADER TRIBUNAL POWERS AND A SHORTER PERIOD FOR CHALLENGES

22. In June 2026, the DIFC Authority published Consultation Paper No. 2 of 2026,[xxi] proposing amendments to modernise the Arbitration Law. These proposals matter not only for tribunal procedure, but also for how parties manage procedural fairness, post-award challenges and the allocation of risk in funded arbitrations. Their practical implications fall into three broad areas: expanded tribunal powers and court assistance; changes to procedural-fairness standards and challenge deadlines; and new provisions on third-party funding and the law governing arbitration agreements. The proposed mediation provisions are addressed in the next chapter.

23. The draft would expand tribunal powers to order security for costs, consolidation and joinder, summary determination, provisional awards and peremptory orders. The proposals would also introduce a statutory framework for emergency arbitrators appointed under the parties' agreed arbitration rules. It would clarify powers to issue partial and separate awards and expand the Court's powers to extend time for commencing arbitration and issuing awards. Summary determination is particularly significant: it would permit disposal of claims or defences with no real prospect of success, subject to a reasonable opportunity to make representations. As *Oheo Bank* and *Princeton* illustrate, procedural efficiency cannot justify deciding a material issue without giving the affected party a fair opportunity to address it.

24. The draft would replace Article 25's *"full opportunity"* to present a case with a *"reasonable opportunity"* standard intended to allow proportionate case management. This would amend Article 25, not Article 41 itself; the relationship between the proposed standard and Article 41(2)(a)(ii) should not be overstated before enactment. The draft would also reduce the period to challenge an award from three months to 30 days from receipt or, where a request is made under Article 40, disposal of that request. *Okeke* illustrates the strict application of the existing deadline. If enacted, the shorter period would compress the time available to obtain advice, review the award and arbitration record, assemble evidence, and decide whether a properly supported challenge can be brought, subject to any transitional provisions. The change may promote finality, but it would make prompt post-award review more important: counsel should assess potential Article 41 grounds as soon as practicable after receiving the award.

25. The proposed funding regime would require disclosure of the funder's identity and whether it had accepted liability for adverse costs, while addressing conflicts arising from funding arrangements

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made after the tribunal's constitution. The proposed choice-of-law provision would provide that, absent express agreement, the law of the seat governs the arbitration agreement; a choice of law for the main contract would not, by itself, amount to an express choice for the arbitration agreement. Parties wishing to select a different law should therefore state expressly that their choice applies to the arbitration agreement, rather than relying solely on the governing-law clause for the main contract.

26. These remain proposals, not current law. The consultation closed on 10 July 2026. Parties should continue to apply the Arbitration Law in force unless and until any amendments are enacted and brought into force, and should check any transitional provisions before relying on changes.

VI. CONCLUSION

27. The developments considered in this chapter suggest that the DIFC Courts' approach to arbitration is characterised less by a shift towards greater intervention than by a clearer articulation of the limits and purposes of their role. The set aside decisions demonstrate that the Courts will intervene where a party has been denied a fair opportunity to present its case but will not set aside an award merely because a party disagrees with the tribunal's decision on the merits. The recognition and enforcement cases similarly show that the objective of facilitating enforcement must operate within the prescribed procedural framework, without making recognition contingent on conditions the legislation does not impose. Beyond the award itself, the Courts have continued to give effect to the parties' choice of seat and determine the circumstances in which disputes must be referred to arbitration. Across these areas, the emerging picture is one of principled supervision: the Courts support the arbitral process while remaining

attentive to the statutory powers they exercise and the contractual arrangements from which disputes arise.

28. The next stage in the DIFC's development will depend on maintaining that balance while adapting its legislative framework to contemporary arbitral practice. The proposed amendments to the Arbitration Law offer an opportunity to equip tribunals and the Courts with more effective procedural tools, while recalibrating the standards governing procedural fairness and the time available to challenge awards. Their eventual impact will depend on how those changes are framed and applied, particularly where procedural efficiency must be reconciled with a party's opportunity to present its case. The forthcoming appellate consideration of *Petrichor* is another development to watch, as it may clarify the boundary between contractual disputes subject to arbitration and proceedings to enforce existing judgments. Ultimately, the DIFC's position as an arbitration hub will depend not only on the breadth of its powers or the speed with which awards can be enforced, but also on the predictability with which its Courts apply the law, respect the parties' dispute-resolution arrangements, and intervene where the legal framework justifies doing so.

References:

[i] Oheo Bank v Parker, [2025] DIFC CA 006 (24 April 2026), paragraphs 4, 86, 97, 105–108 and 110.

[ii] Princeton v Persephone, ARB 015/2026 and ARB 027/2026 (14 August 2026), paragraphs 26–32, 36 and 44–51.

[iii] Oratio v Orangia, ARB 043/2025 (2 April 2026), paragraphs 40–58.

[iv] Okeke v Obike, ARB 039/2025 (5 March 2026), paragraphs 26–40, 42–46 and 50–52.

[v] Olan v Obelix, ARB 053/2025 and ARB 054/2025 (8 June 2026, reissued 18 June 2026), paragraphs 28–49.

[vi] Ozan v Owain, ARB 029/2025 (9 April 2026), paragraphs 67–84 and 95–98.

[vii] Ozan v Owain, ARB 029/2025 (Court of Appeal, 5 June 2026), paragraphs 45, 51 and 56–59.

[viii] Oratio v Orangia, ARB 043/2025 (13 February 2026), paragraphs 38–46.

[ix] ARB 001/2026 (7 April 2026). Singularity Legal represented the successful claimant. The decision remains unpublished, but the authors may be contacted for further details.

[x] The debtor sought to set aside the recognition order under Article 44(1)(a)(iv), arguing that the appointment of a sole arbitrator under the Singapore International Arbitration Centre ("SIAC") Expedited Procedure contravened the parties' agreement for a three-member tribunal. The CFI rejected the objection, holding that the incorporated SIAC Rules permitted such an appointment notwithstanding contrary contractual provisions. It also noted that the debtor had not pursued a timely challenge before the Singapore courts to the tribunal's earlier ruling on its constitution.

[xi] Om v Ottilie, ARB 017/2025 (28 October 2025), paragraphs 34 and 39–43.

[xii] ARB 001/2026 (7 April 2026). See endnote ix.

[xiii] Guangzhou Salvage v Global Marketing Systems DMCC, CJT Application No. 1 of 2026 (20 April 2026), paragraphs 12–18.

[xiv] See also Singularity Legal, DIFC Courts as a Conduit for Enforcement Within and Outside the UAE (2024), on the historical development of conduit jurisdiction; JAL 2.0: The DIFC Courts Reboot (2025), on the revised jurisdictional and enforcement framework under the Courts Law 2025; and Singularity Legal, Clarity Restored on the DIFC Conduit Jurisdiction, paragraphs 8–12, discussing territorial nexus and the distinction between enforcement and execution in the context of foreign court orders under the Courts Law 2025.

[xv] Oswin v Otila and Ondray, ARB 032/2025 (Court of Appeal, 23 January 2026), paragraphs 57–78.

[xvi] Agro Resource Tarim Gida IC Ve DIS Ticaret A.S. v Promising International Trading Co. DMCC, CFI 071/2025 (30 December 2025), paragraphs 10, 21–24 and 34–47.

[xvii] Petrichor Energy FZCO v Ultimate Oil & Gas FZCO and another, CFI 118/2025 (2 April 2026), paragraphs 47–60 and 85–86.

[xviii] Petrichor Energy FZCO v Ultimate Oil & Gas FZCO and another, CFI 118/2025 (9 June 2026), paragraphs 58–63 and 70.

[xix] Paul v Paxton, ARB 010/2026 (21 May 2026), paragraphs 31–32.

[xx] Our 2025 publication examined the evolving jurisdictional relationship between the DIFC Courts and Dubai's onshore courts at length, including the role of the Conflict of Jurisdictions Tribunal and the DIFC Courts' anti-suit jurisdiction. See Singularity Legal, Untangling Conflict of Jurisdiction between DIFC and Onshore Courts (October 2025).

[xxi] DIFC, Consultation Paper No. 2 – Proposed Amendment of DIFC Arbitration Law (June 2026).

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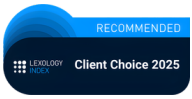
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