



The English Arbitration Act 1996:

A comparison of UNCITRAL Model Law and the rules of law of the UAE

by Professor D Mark Cato

Although the title of this paper suggests that I am going to make an academic comparison between the English Arbitration Act 1996, UNCITRAL (United Nations Commission on International Trade Law) Model Law and the UAE Arbitration Law, as there is strictly no such UAE arbitration law you may wonder how I am getting to perform this miracle. As I understand from Mr. Tamimi's excellent treatise "Arbitration – Theory and Practice in the UAE", arbitration is currently conducted under UAE Civil Procedures Law (UAECPL) so, in discussing the English Act and UNCITRAL Model Law, I will refer to this Civil Procedures Law where, with my very limited knowledge, it seems to me that it may be appropriate, however obliquely.

I shall concentrate more on the English Act and the UNCITRAL Model Law than on the UAECPL so as to give you a clear picture of how things are done elsewhere and as much as anything to give you the feel of the flexibility enjoyed by the English arbitrator - that is an arbitrator conducting an arbitration where the seat is in the UK - either domestic or international - which is what the English Act 1996 was designed to do. However, as the Model Law is used more widely in international arbitrations I have added a brief comment, where appropriate, where there is a similar or equivalent provision to that of the English Act under this Model Law. Thus, whenever reference is made to a specific power that might be enjoyed by the arbitrator or an obligation imposed upon the parties the reference is to the English Arbitration Act unless otherwise mentioned. Having said that, where there is an equivalent provision in the Model Law or perhaps to UAECPL, I will draw your attention to it.

'When I was young, a sandwich man wearing a top hat used to parade outside