



INSTITUTE OF CONSTRUCTION INDUSTRY ARBITRATORS

Promoting peace and friendship in the construction industry

ARBITRATION RULES 2025



INSTITUTE OF CONSTRUCTION INDUSTRY ARBITRATORS (ICI Arb)

Arbitration Rules 2025

(Effective 3rd July, 2025)

Highlights

The Institute of Construction Industry Arbitrators (ICI Arb) Arbitration Rules 2025 is an overhaul of the ICI Arb's Arbitration Rules of 1996. Some special features of the Rules include that the Rules are;

- a) party driven;
- b) flexible and may be adapted to other non-construction related matters;
- c) suitable for both domestic and international construction and international projects dispute arbitration;
- d) model arbitration clauses for future disputes and existing disputes.

These Rules take into account developments in arbitration with attention to the special nature of construction disputes. To this end, since infrastructure project contracts are tied to time, in order to avoid cost overrun, events causing delay in arbitral proceedings are considerably minimized. Interestingly, appointment of arbitrators must be concluded within 30 days.

Moreover, the Rules recognize that documents given under conditions of confidentiality shall not be admissible in evidence. This settles the nagging issue of whether a document marked "without prejudice" is admissible in evidence or not.

In relation to fair hearing parties given reasonable opportunity as opposed to full opportunity of presenting their case.

At the close of hearing, Tribunal may reopen hearing only in exceptional circumstances, including allegation of a party not given reasonable opportunity to present his case, corruption, fraud or similar circumstances. The period for filing of post hearing briefs is made certain and must be concluded within 35days.

On Award, there is a 60 day award time limit. ICIArb has a lien on the Award on behalf of the Tribunal until full recovery of cost of arbitration. There is also provision for the award of pre-award and post award interest in appropriate circumstances.

On the costs of arbitration, parties are aware of the total cost of arbitration. No additional cost on parties outside the cost specified in the ICIArb's scale of fees. By Order of Council All Correspondence shall be addressed to the President Institute of Construction Industry Arbitrators (ICIArb).

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INSTITUTE OF CONSTRUCTION INDUSTRY ARBITRATORS ARBITRATION RULES, 2025.

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**INSTITUTE OF CONSTRUCTION INDUSTRY
ARBITRATORS ARBITRATION RULES, 2025.**

COMMENCEMENT OF ARBITRATION

Article 1

(1) A party initiating arbitration (known as “the claimant”) shall submit to the Institute four copies of Request for Arbitration.

(2) The Request for Arbitration shall be in writing and shall contain –

- (a) the names, addresses and telephone numbers of the parties to the arbitration;
- (b) a declaration that a dispute has arisen out of or in relation to a contract between the parties;
- (c) a reference to the contract out of or in relation to which the dispute has arisen;
- (d) the general nature of the dispute;
- (e) the relief or remedy sought;
- (f) a reference to the arbitration clause or the separate arbitration agreement that is invoked;
- (g) where a sole arbitrator has been appointed by the parties, the name, address, telephone number and the email address of the arbitrator; where the arbitration, either by default or by the parties’ agreement, requires three arbitrators, the name, address, telephone number and the email address of the claimant-nominated arbitrator; and
- (h) a request that the Institute facilitates arbitration of the dispute.

(3) The request for arbitration shall be accompanied by–

- (a) a copy of the contract out of which the dispute arose;
 - (b) where the arbitration agreement is contained in a separate document other than the principal contract, a copy of the separate arbitration agreement;
 - (c) the Statement of Claim;
 - (d) List of Witnesses the claimant intends to call;
 - (e) Claimant's Witnesses' Statements on Oath;
 - (f) List of Documents on which the claimant intends to rely in support of his claim;
 - (g) Bundle of the documents on which the claimant intends to rely in support of his claim; and
 - (h) Where the arbitration was referred or ordered by a court, a copy of the order of the court.
- (4) Arbitral proceedings shall be deemed to commence on the day on which the Request for Arbitration is received by the Institute.
- (5) The claimant shall, at the point of submission of the Request for Arbitration, pay the appropriate processing fee of ₦100,000.00 to the Institute; Provided that the Institute may review this fee from time to time as it deems necessary.

RESPONSE TO REQUEST FOR ARBITRATION

Article 2

- (1) The other party (known as the "respondent") served with the Request for Arbitration shall, within 30 days from the day on which the Request for Arbitration is served on him, deliver to the Institute his Response to the Request for Arbitration and serve a copy of the Response on the claimant.

(2) The Response shall be in writing and shall contain –

- (a) confirmation or denial of the contract relied upon by the claimant;
- (b) statement of intention to admit or deny the claimant's claim or make a counter-claim;
- (c) confirmation or denial of the arbitration clause or the separate arbitration agreement invoked by the claimant; and
- (d) where a sole arbitrator has been appointed by the parties, the name, address, telephone number and the email address of the arbitrator; where the arbitration agreement requires three arbitrators, the name, address, telephone number and the email address of the party-nominated arbitrators.

(3) The Response shall be accompanied with –

- (a) the Statement of Defence (and counter-claim if any);
- (b) List of Witnesses the respondent intends to call;
- (c) Respondent's Witnesses' Statements on Oath;
- (d) List of Documents on which the respondent intends to rely in support of his defence (and counter-claim if any);
and
- (e) Bundle of the documents on which the respondent intends to rely in support of his defence (and counter-claim if any).

REPLY

Article 3

- (1) The claimant shall within fifteen days of service of the Response on him, deliver to the Institute his Reply to the Response (if any) and serve a copy of the Reply on the respondent.
- (2) The Reply to the Response may be accompanied with –
 - (a) Defence to counter-claim, if any;
 - (b) List of additional witnesses, if any;
 - (c) Additional or further witnesses' statements on oath, if any;
 - (d) List of additional documents, if any; and
 - (e) Additional bundle of documents, if any.
- (3) The respondent shall within seven days of service of the Reply to the Response on him, deliver to the Institute his Reply to the Defence to Counter-Claim (if any) and serve a copy of the Reply on the claimant. The Reply to the Defence to Counter-Claim may be accompanied by the items in paragraph (2)(b) to (e) of this Article.

COMMUNICATION, SERVICE OF PROCESSES AND COMPUTATION OF TIME

Article 4

- (1) The Request for Arbitration and the accompanying documents shall be served on the respondent by the Institute within fourteen days from the day on which the Request for Arbitration is received by the Institute.
- (2) Where the Request for Arbitration contains details of arbitrator or arbitrators, the Request for Arbitration and the accompanying documents shall be delivered to the arbitrator or arbitrators by the Institute within fourteen days from the day on which the Request for Arbitration is received by the Institute.

- (3) Where the Request for Arbitration does not contain details of arbitrator or arbitrators, the Request for Arbitration and the accompanying documents shall be delivered to the arbitrator or arbitrators by the Institute within fourteen days from the day on which the notice of appointment of any arbitrator is received by the Institute.
- (4) Subject to the provisions of these Rules, any party who intends to supply any document, process, notice, communication or proposal to the arbitral tribunal shall do so in duplicate through the Institute. Provided that where the arbitrators are three, four copies of the document, process, notice, communication or proposal shall be supplied. A copy of such document, process, notice, communication or proposal shall be supplied to the other party by the party supplying it.
- (5) The arbitral tribunal shall supply to the Institute and to the other party any document, process, notice, communication or proposal which the arbitral tribunal supplies to one party.
- (6) Any document, process, notice, communication or proposal is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence or place of business, or, if none of these can be found after making reasonable inquiry, then at the addressee's last known residence or place of business. Provided that where efforts to serve the addressee by any of the means hereinbefore mentioned prove abortive, such document, process, notice, communication or proposal shall be deemed to have been received if it is delivered to the addressee's email address, WhatsApp or through any other traceable electronic means of capable of generating proof delivery.
- (7) Any document, process, notice, communication or proposal shall be deemed to have been received on the day it is delivered in any of the manners provided in paragraph (6) of this Article.
- (8) For the purposes of computation of time under these Rules, such time shall begin to run on the day following the day when a document, notice, communication or proposal is

received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official days or non-business days occurring during the running of the period of time are included in computation of the period.

- (9) The Institute may, as it deems fit, either before or after the expiration of the time stipulated by these Rules, extend the time for doing any act or taking any step when such act or step is such that is required to be done or taken before the first sitting of the arbitral tribunal. Provided that a party who fails to do an act or take a step within the time stipulated by these Rules with respect to appointment of arbitrator or arbitrators shall be deemed to have waived his right to do so.
- (10) The arbitral tribunal may, as it deems fit, either before or after the expiration of the time stipulated by these Rules or any order of the arbitral tribunal, extend the time for doing any act or taking any step when such act or step is required to be done or taken after the first sitting of the arbitral tribunal.

NUMBER OF ARBITRATORS

Article 5

- (1) A dispute under the Rules shall be settled by a sole arbitrator or three arbitrators.
- (2) Where the parties have not previously agreed on the number of arbitrators and if within fifteen days after the receipt by the respondent of the Request for Arbitration the parties have not agreed on the number of arbitrators, the arbitration shall be conducted by a sole arbitrator.

APPOINTMENT OF ARBITRATORS

Article 6

- (1) Where the dispute is to be settled by a sole arbitrator, the parties may appoint the sole arbitrator or designate an appointing authority to appoint the sole arbitrator.
- (2) If thirty days after the receipt by the respondent of the Request for Arbitration, the parties have not appointed the sole arbitrator or designated an appointing authority, the sole arbitrator shall be appointed by the Institute.
- (3) If twenty-one days after designation of the appointing authority the appointing authority has not appointed the sole arbitrator, the sole arbitrator shall be appointed by the Institute.

Article 7

- (1) Where the dispute is to be settled by three arbitrators, each party shall appoint one arbitrator; and the two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the tribunal.
- (2) If within fifteen days after the receipt of one party's notification of the appointment of an arbitrator, the other party fails to notify the first party of the arbitrator he has appointed, the Institute shall appoint the second arbitrator.
- (3) If within fifteen days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the Institute.

Article 8

- (1) The full name, address, telephone number and email address of any arbitrator appointed under these Rules shall be indicated, together with a description of his qualification.
- (2) In appointing an arbitrator, the Institute shall have regard to the nature of the contract, the nature and circumstances of the dispute as well as such considerations as are likely to secure the appointment of an independent and impartial arbitrator.

CHALLENGE OF ARBITRATOR

Article 9

- (1) A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
- (2) An arbitrator, once appointed or chosen, shall disclose to the parties such circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
- (3) An arbitrator shall disclose any such circumstances which he became aware of while the arbitration is pending.
- (4) In each case, the disclosure shall be in writing and the arbitrator shall send a copy of it to the Institute.

Article 10

- (1) Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
- (2) A party may challenge the arbitrator appointed by him only for reasons of which he becomes aware after the appointment has been made.

Article 11

- (1) A party who intends to challenge an arbitrator shall, within fifteen days of notification to the challenging party of the appointment of the challenged arbitrator or fifteen days of becoming aware of the circumstances mentioned in Article 10, send a notice of his challenge to the Institute.

- (2) The challenging party shall supply a copy of the notice of challenge each to the other party, the challenged arbitrator and the other members of the arbitral tribunal.
- (3) The notification shall be in writing and shall state the reason or reasons for the challenge.
- (4) The other party, the challenged arbitrator and other members of the arbitral tribunal shall, within fifteen days of receiving the notice of challenge, send to the Institute their respective written responses to the notice of challenge.
- (5) Where an arbitrator has been challenged by one party, and the other party agrees to the challenge, or the arbitrator withdraws from his office following the challenge, the arbitrator shall no longer be competent to continue with the arbitration. Provided that neither of the cases implies acceptance of the validity of the grounds for the challenge.
- (6) In the event of paragraph (5) of this Article, the procedure provided in Article 6 or 7 of these Rules shall be followed for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise his right to appoint or to participate in the appointment.

Article 12

- (1) If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge shall be made by the Institute within a reasonable time and such decision shall be final.
- (2) If the Institute sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment or choice of an arbitrator as provided in Articles 6 to 8 of these Rules.

REPLACEMENT OF AN ARBITRATOR

Article 13

- (1) In the event of the death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Articles 6 to 8 of these Rules that was applicable to the appointment or choice of the arbitrator being replaced.
- (2) In the event that an arbitrator fails to act or in the event of de jure or de facto impossibility of his performing his functions, the procedure in respect of the challenge and replacement of an arbitrator as provided in Articles 9 to 12 of these Rules shall apply.

REPETITION OF HEARINGS IN THE EVENT OF THE REPLACEMENT OF AN ARBITRATOR

Article 14

In the event of replacement of an arbitrator, unless the parties and the arbitral tribunal otherwise agree, any hearings held previously shall be repeated. Provided that where the sole or presiding arbitrator is replaced, any hearings held previously must be repeated.

REPRESENTATION AND ASSISTANCE

Article 15

- (1) Each party may be represented or assisted by a legal practitioner or any other representative of his choice.
- (2) The names, addresses, email addresses and telephone numbers of such legal practitioner or representative must be communicated in writing to the Institute and the other party.

ARBITRAL PROCEEDINGS

Article 16

- (1) Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at any stage of the proceedings each party is given a reasonable opportunity of presenting his case.
- (2) Where these Rules contain no provision in respect of any matter related to or connected to any arbitral proceedings, the arbitral tribunal may conduct the arbitral proceedings in such a manner as it considers appropriate so as to ensure fair hearing, just and expeditious determination of the case.
- (3) The power conferred on the arbitral tribunal under paragraph (2) of this Article shall include the power to determine admissibility, relevance, materiality and weight of any evidence placed before it.
- (4) The arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses. Provided that where the circumstance of the case so requires and the parties so agree, the proceedings may be conducted only on the basis of documents and other materials.

SEAT, PLACE AND VENUE OF ARBITRATION.

Article 17

- (1) Unless the parties have agreed otherwise, the seat of the arbitration, which shall be the legal jurisdiction governing the arbitral proceedings, shall be determined by the arbitral tribunal, having due regard to the circumstances of the case, including the convenience of the parties and the costs involved. The seat shall determine the procedural law applicable to the arbitration.
- (2) Notwithstanding paragraph (1), the arbitral tribunal may conduct hearings, meetings, or deliberations at any place and venue it considers appropriate for consultation among its members, for taking evidence, or for other relevant purposes, taking into account the convenience of the parties and the efficiency of the proceedings.

(3) The arbitral tribunal may, with the consent of the parties, convene at any place and venue it deems appropriate to hear witnesses, examine documents, or inspect goods or property, irrespective of the designated seat of the arbitration.

LANGUAGE

Article 18

(1) Unless the parties have agreed otherwise, the language or languages of the arbitration shall be those of the documents containing the arbitration agreement.

(2) Any document annexed to the statement of claim or statement of defence, and any supplementary statement, document or exhibit submitted in the course of the proceedings, delivered in a language other than the language of the arbitration shall be accompanied by a translation into the language or languages of the arbitration.

(3) Where a witness is to testify in a language other than the language of the arbitration, the Institute shall make arrangements for an interpreter.

STATEMENT OF CLAIM

Article 19

(1) The statement of claim shall be divided into paragraphs numbered consecutively and shall contain –

- (a) the names and addresses of the parties;
- (b) statements of the facts supporting the claim;
- (c) the relief or remedy sought; and
- (d) where the claimant is represented by a legal practitioner or any other representative, the name, address, email address and telephone number of the legal practitioner or such other representative.

- (2) The claimant shall make reference in his statement of claim to such documents or other evidence that he deems relevant to his case.
- (3) The statement of claim shall be dated and signed by the claimant or his legal practitioner.

STATEMENT OF DEFENCE

Article 20

- (1) The statement of defence shall be divided into paragraphs numbered consecutively and shall contain –
 - (a) the names and addresses of the parties;
 - (b) statements of the facts supporting the defence;
 - (c) where the respondent is represented by a legal practitioner or any other representative, the name, address, email address and telephone number of the legal practitioner or such other representative.
- (2) The respondent shall make reference in his statement of defence to such documents or other evidence that he deems relevant to his defence.
- (3) The statement of defence shall be dated and signed by the respondent or his legal practitioner.
- (4) In his statement of defence, or at a later stage in the arbitral proceedings, if the arbitral tribunal decides that the delay is justified under the circumstances, the respondent may make a counter-claim arising out of the same contract or rely on a claim arising out of the same contract for the purpose of a set-off.

AMENDMENTS TO THE CLAIM OR DEFENCE

Article 21

During the course of the arbitral proceedings either party may amend or supplement his claim or defence unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim shall not be amended in such a manner that the amended claim falls outside the scope of the arbitration agreement.

PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

Article 22

- (1) The arbitral tribunal shall have the power to rule on objections that it has no jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement.
- (2) The arbitral tribunal shall have the power to determine the existence or the validity of the principal contract.
- (3) An arbitration clause which forms part of a contract shall be treated as a separate agreement independent of the other terms of the contract; so that a decision by the arbitral tribunal that the contract is null and void shall not portend the invalidity of the arbitration clause.
- (4) A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than when submitting the statement of defence or, with respect to a counter-claim, not later than when submitting the defence to the counter-claim.
- (5) A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised promptly after the arbitral tribunal has indicated or manifested its intention to decide on the matter alleged to be beyond the scope of its authority.
- (6) The tribunal may allow a late plea under this Article if it considers the delay justified.

- (7) The arbitral tribunal shall rule on a plea concerning its jurisdiction as a preliminary question. Provided that where the issue of jurisdiction is such as is interwoven with the merits of the case or the substantive issues, the arbitral tribunal may proceed with the arbitration and rule on such a plea in the final award.

EVIDENCE AND HEARINGS

Article 23

- (1) Each party shall have the burden of proving the facts relied upon to support his claim or defence.
- (2) At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine.

Article 24

- (1) In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.
- (2) Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses during the testimony of other witnesses. The arbitral tribunal is free to determine the order in which witnesses are called.
- (3) The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.
- (4) No document, admission or other evidence shall be admissible, or if already admitted, be given any weight if it is proved or clearly shown to the satisfaction of the arbitral tribunal that such document, admission or other evidence was made or given in circumstances of confidentiality between the parties in which the party giving or making such document, admission or other evidence did not intend to be bound thereby.

- (5) Unless the parties otherwise agree, the arbitral tribunal shall consider only documents submitted and exchanged by the parties in accordance with these Rules.
- (6) The arbitral tribunal shall have the power and control over the proceedings in relation to the time taken by each witness to testify or by a party to examine, cross-examine or re-examine a witness.

EXPERTS

Article 25

- (1) The arbitral tribunal may appoint one or more experts to report to it in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to each party.
- (2) The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods or give access to any property for inspection by the expert that he may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the tribunal for decision.
- (3) Upon the receipt of the expert's report the arbitral tribunal shall communicate a copy of the report to each party who shall be given the opportunity to express, in writing, his opinion on the report. Each party shall be entitled to examine any document on which the expert has relied on the report.
- (4) At the request of either party, the expert, after delivering the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing either party may present expert witnesses in order to testify on the points at issue. The provisions of Article 24 shall be applicable to such proceedings.

WITNESSES

Article 26

Any witness who gives oral evidence may be cross-examined by the party who did not call him and re-examined by the party who called him. The arbitral tribunal may put questions at any stage of examination of the witnesses for the purpose of clarification only.

INTERIM MEASURES OF PROTECTION

Article 27

- (1) At the request of either party, the arbitral tribunal may take any interim measures it deems necessary in respect of the subject-matter of the dispute, including measures for the conservation of the goods forming the subject-matter in dispute, such as ordering their deposit with a third party or the sale of perishable goods.
- (2) Such interim measures may be established in the form of an interim order or an interim award; pursuant to the relief sought by the party seeking the relief.
- (3) The arbitral tribunal may require security for the cost of such measures.

DEFAULT

Article 28

- (1) If the claimant, without showing sufficient cause for such failure, fails to state his claim as required under these Rules, the arbitral tribunal shall terminate the proceedings.
- (2) If the respondent, without showing sufficient cause for such failure, fails to state his defence as required under these Rules, the arbitral tribunal shall continue the

proceedings. Provided that such failure shall not be treated as an admission of the claimant's claims.

- (3) If one of the parties duly notified under these Rules fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.
- (4) If one of the parties, duly invited to produce evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

CLOSURE OF HEARINGS

Article 29

- (1) After the parties have presented their cases and neither of the parties has any further proof to offer or witness to be heard, the arbitral tribunal may declare the hearings closed.
- (2) Unless the parties otherwise agree, upon closure of hearings:
 - (a) the respondent shall within 14 days of closure of hearings file and serve his final written address.
 - (b) the claimant shall, within 14 days of receipt of the respondent's final written address, file and serve his final written address.
 - (c) the respondent may, within 7 days of receipt of the claimant's final written address, file and serve his reply on points of law.
- (3) The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own motion or upon application of a party, to re-open the hearings at any time before the final award is made.

WAIVER OF RULES

Article 30

A party who knows that any provision of, or requirement under these Rules has not been complied with and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.

THE AWARD

Article 31

- (1) The arbitral tribunal shall, within 60 days from completion of filing of final written addresses, make the final award. Provided that the fact that a final award is made after the 60 days shall not render the award invalid.
- (2) When there are three arbitrators, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.
- (3) In the case of procedural questions, when there is no majority or when the arbitral tribunal so authorises, the presiding arbitrator may decide on his own, subject to revision, if any, by the arbitral tribunal.
- (4) In addition to the final award, the arbitral tribunal shall have the power to make interim, interlocutory, or partial awards.
- (5) The award shall be made in writing and shall be final and binding on the parties.
- (6) Unless otherwise stipulated by the arbitral tribunal, the award shall become enforceable immediately upon publication.
- (7) The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
- (8) An award shall be signed by the arbitrators and it shall contain the date on which and the place where the award

was made. Where there are three arbitrators and one of them fails to sign, the award shall not, for that reason, be invalid, provided that the reason for the absence of his signature is stated in the award.

- (9) The award may be made public only with the consent of the parties.
- (10) The arbitral tribunal shall, within seven days of making the award, deliver to the Institute copies of the award such that the Institute shall retain a copy and deliver a copy to each of the parties, after the Institute is satisfied that the cost of arbitration has been fully paid. The arbitral tribunal shall, immediately upon delivery of the award to the Institute, notify the parties of the fact of delivery.
- (11) The Institute shall, upon request and payment of the prescribed fee by any of the parties, issue him with a certified true copy of the award.
- (12) Unless otherwise agreed by the parties, the arbitral tribunal shall award interest on any monetary sum, for such period and on such terms as it deems appropriate, including interest from the date the cause of action arose to the date of the award, and from the date of the award until payment in full. The tribunal may order that interest be compounded where it considers such an order just and reasonable.

APPLICABLE LAW, AMIABLE COMPOSITEUR

Article 32

- (1) The arbitral tribunal shall apply the law designated by the parties as applicable to the substance of the dispute.
- (2) The arbitral tribunal shall not decide as *amiable compositeur* or *ex aequo et bono* unless the parties have expressly authorised the arbitral tribunal to do so and if the law applicable to the arbitral procedure permits such arbitration.

- (3) In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usage of the trade applicable to the transaction.

SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

Article 33

- (1) If, before the final award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.
- (2) If, before the final award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph (1) of this Article, the arbitral tribunal shall inform the parties of its intention to issue an order for termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless a party raises justifiable ground for objection.
- (3) In the event of termination order or arbitral award on agreed terms, the provisions of Article 31 of these Rules shall apply *mutatis mutandis*.

INTERPRETATION OF AWARD

Article 34

- (1) Within thirty days of receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal gives an interpretation of the award.
- (2) The interpretation shall be given in writing within forty-five days of receipt of the request. The interpretation shall

form part of the award and the provisions of Article 31 of these Rules shall apply.

CORRECTION OF AWARD

Article 35

- (1) Within thirty days of receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature.
- (2) The arbitral tribunal may within thirty days of the communication of the award make such corrections on its own initiative.
- (3) Such corrections shall be in writing, and the provisions of Article 31 of these Rules shall apply.

ADDITIONAL AWARD

Article 36

- (1) Within thirty days of the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.
- (2) If the arbitral tribunal considers the request of an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within forty-five days after the receipt of the request.
- (3) When an additional award is made, the provisions of Article 31 of these Rules shall apply.

COSTS

Article 37

- (1) The arbitral tribunal shall fix the cost of arbitration and may record it in its award. The term "costs" includes only:
 - (a) the fees of the arbitral tribunal to be stated separately as to each arbitrator;
 - (b) the travel and other expenses incurred by the arbitrators;
 - (c) the administrative fees;
 - (d) the cost of expert advice and of other assistance required by the arbitral tribunal;
 - (e) the travel and other expenses of witnesses to the extent that such expenses are approved by the arbitral tribunal;
 - (f) the cost for legal representation and assistance of successful party if such cost were claimed during the arbitral proceedings, and only to the extent that the arbitral tribunal determines that the amount of such cost is reasonable.
 - (g) the costs associated with third-party funding arrangements, where such funding was disclosed to the arbitral tribunal and the opposing party during the arbitral proceedings, provided that such costs were reasonably incurred and are considered recoverable under the applicable law or as a matter of equity.
 - (h) any other costs reasonably incurred by a party in connection with the arbitration, including costs related but not limited to translation, transcription, virtual hearing platforms, tribunal secretaries, cybersecurity protocols, or other ancillary services, as the arbitral tribunal considers appropriate.
- (2) The cost of arbitration shall be borne by the unsuccessful party. Provided that where there is a reasonable ground for

apportionment, the arbitral tribunal may apportion the entire cost or any component thereof between the parties.

- (3) The fees of the arbitral tribunal and the administrative fees shall be in accordance with the Scale of Fees contained in the Schedule to these Rules.
- (4) When the arbitral tribunal issues an order for the termination of arbitral proceedings or makes an award on agreed terms it shall fix the cost of arbitration in the text of that order or award.
- (5) No additional fees may be charged by an arbitral tribunal for interpretation, correction or completion of its award.

DEPOSIT OF COSTS

Article 38

- (1) The arbitral tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the cost referred to in Article 37(1)(a),(b) and(c) of these Rules.
- (2) During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.
- (3) If the required deposits are not paid in full within thirty days after the receipt of the requests, the arbitral tribunal shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.
- (4) After the award has been made, the arbitral tribunal shall render an account to the parties of the deposits received and return any unexpended balance to the parties.

RECOURSE TO COURT

Article 39

Subject to the provisions of these Rules, and save for the enforcement of an interim or interlocutory award, no recourse shall be had to any court in respect of any matter or issue relating to or connected with or any decision made in the course of any arbitration unless the final award has been delivered.

APPLICATION OF THE RULES

Article 40

- (1) Subject to such modifications as the parties may agree, these Rules shall govern any arbitration proceedings where –
 - (a) the parties have agreed that the arbitration shall be facilitated, supervised or administered by the Institute;
 - (b) the parties have agreed that these Rules shall apply to the arbitration;
 - (c) by any law or order of the court, arbitration is to be facilitated, supervised or administered by the Institute;
 - (d) by any law or order of the court, these Rules are to apply to arbitration; or
 - (e) the parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not shall be referred to arbitration, then such dispute shall be settled in accordance with these Rules.
- (2) In the circumstance of paragraph (1) of this Article, these Rules may govern arbitration conducted under any Arbitration law in force, and in that circumstance, parties are deemed to have excluded any provision of such law making any other arbitration rules applicable to that arbitration.

(3) These Rules shall apply to both domestic and international construction arbitration.

(4) An arbitration is international if –

(a) the parties to the arbitration agreement, at the time of the conclusion of the agreement, have their places of business in different countries; or

(b) one of the following places is situated outside the country in which the parties have their places of business –

(i) the place of arbitration if such place is determined in, or pursuant to the arbitration agreement,

(ii) any place where a substantial part of the obligation of a defined legal relationship whether contractual or not is to be performed or the place with which the subject-matter of the dispute is most closely connected;

(c) the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one country;

(d) the parties are of different nationalities;

(e) the main substantive law applicable or governing the contract or relationship between the parties is a foreign law;

(f) the parties, despite the nature of the contract, expressly agree that any dispute arising from the transaction shall be treated as an international arbitration.

(5) For the purposes of paragraph (4) of this article –

(a) if a party has more than one place of business, the place of business shall be that which has the closest relationship to the arbitration agreement;

(b) if a party does not have a place of business, reference shall be made to his habitual residence.

INTERPRETATION

Article 41

In these Rules, unless the context otherwise requires,

“he”, “him” or “his”, when used in relation to a party means the party under reference, whether the party is a male, a female or an artificial person; and when used in relation to an arbitrator means the arbitrator, whether the arbitrator is a male or a female.

“party” means a party to the arbitration agreement or any person claiming through or under him and “parties” shall be construed accordingly.

“the arbitral tribunal” or “the tribunal” means a sole arbitrator or a panel of arbitrators appointed or constituted to resolve the dispute by arbitration.

“the Arbitration and Mediation Act” or “the Act” means the Arbitration and Mediation Act, 2023, or any amendment or re-enactment thereof.

“the Institute” means the Institute of Construction Industry Arbitrators.

“the President” means the President of the Institute of Construction Industry Arbitrators.

“the Rules” or “these Rules” means the Institute of Construction Industry Arbitrators Arbitration Rules, 2025.

CITATION

Article 42

These Rules may be cited as “Institute of Construction Industry Arbitrators Arbitration Rules, 2025”.

COMMENCEMENT

Article 43

These Rules shall come into effect on the 3rd day of July 2025.

SCHEDULE

SCALE OF ARBITRATION FEES

The fees of the arbitral tribunal shall be in accordance with this Scale of Fees, which may be revised from time to time by the Institute

AMOUNT IN DISPUTE (₹)	NUMBER OF ARBITRATORS	MINIMUM RATE (%)	MAXIMUM RATE (%)	MIN. FEE (6% OF AMOUNT IN DISPUTE PLUS MIN. RATE)	MAX. FEE (6% OF AMOUNT IN DISPUTE PLUS MAX. RATE)
1,000.00–50,000.00	1	10.00			
50,001.00 – 100,000.00	1	8.00	10.00		
100,001.00 – 500,000.00	1	6.00	8.00		
500,001.00 – 1,000,000.00	1	4.00	6.00		
1,000,001.00 – 2,000,000.00	1	2.00	4.50		
2,000,001.00 – 5,000,000.00	1	1.00	3.00		
5,000,001.00 – 10,000,000.00	1	0.50	2.00		
10,000,001.00 – 50,000,000.00	1	0.20	0.75		

50,000,001 – 100,000,000.00	1	0.10	0.50		
Over 100,000,000.00	1	0.05	0.20		

EXPLANATORY NOTES

- **Minimum Fee:** This is 6% of the amount in dispute plus the minimum rate of the amount in dispute.
- **Maximum Fee:** This is 6% of the amount in dispute plus maximum rate of the amount in dispute.
- Depending on the complexity of the subject matter and the standing of the Arbitrator, an Arbitrator may use the minimum fee for the maximum fee.
- **Counter-claim:** In the event of counter-claim, the fees payable shall be the relevant percentage of the claim and the counterclaim put together.
- **Plural Tribunal:** Where the arbitral tribunal consists of more than one arbitrator, the fees of the arbitral tribunal shall be stated separately as to each arbitrator and each arbitrator shall be entitled to the percentage stipulated on the Table of Arbitrator's Fees.
- **Non-Monetary Claims:** Where there is no monetary claim before the arbitral tribunal, the arbitral tribunal shall fix the arbitrator's fees taking into account the complexity of the subject-matter, the estimated time to be spent by the arbitral tribunal, the experience and qualification of the arbitrator and any other relevant circumstances of the case.
- **Claims in Foreign Currency:** Unless the parties agree otherwise, where the amount claimed is in a foreign currency, the said claimed amount shall be converted to Naira at the prevailing exchange rate and the arbitrators' fees shall be calculated in accordance with the Table of Arbitrator's Fees.

ICIARB'S MODEL ARBITRATION CLAUSE

"Any dispute or claim arising out of or relating to this agreement, including any question regarding its existence, interpretation, validity, breach or termination thereof, shall be referred to and settled by arbitration which shall be conducted in accordance with the Arbitration and Mediation Act of Nigeria 2023. The arbitration rules of the Institute of Construction Industry Arbitrators shall be the applicable arbitration rules. Where the parties fail to agree on the person to be appointed as the Sole Arbitrator, or in the case of a panel of Arbitrators, the Arbitrators appointed by the parties fail to agree on the person to be appointed as the Presiding Arbitrator; or where the parties have not provided for an appointing authority; the President of the Institute of Construction Industry Arbitrators shall be the appointing authority and shall make the necessary appointment on the application of the parties or one of the parties".





INSTITUTE OF CONSTRUCTION INDUSTRY ARBITRATORS

Promoting peace and friendship in the Construction Industry

ARBITRATION RULES 2025

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