A lot has been written about the new Nigerian Arbitration & Mediation Act, 2023. Why are we excited? We are excited about the following novel provisions:

i. A more progressive definition of writing is given to include a record of the arbitration agreement in any form - Electronic communication can now form an arbitration agreement if the information contained therein is accessible so as to be useable for subsequent reference.
ii. The default number of arbitrators where unspecified is now one (1) arbitrator.
iii. More clarity as the definition of seat/venue of the arbitration
iv. Emergency arbitration is permissible where a party seeks urgent relief.
v. Provisions on the issuance of interim measures of protection by Courts expressly included as well as recognition and enforcement of interim orders made by a Tribunal.
vi. Permits consolidation of arbitrations.
vii. Permits joinder of parties.
viii. Provides guidelines for the award of interest by a Tribunal where parties do not agree on interest.
ix. Costs of arbitration are expanded to include institution's fees and third-party funding (the latter implies the legitimisation of third-party funding of arbitration in Nigeria).
x. Express provisions on full disclosure on third party funding, security for costs
xi. Abolition of torts of maintenance and champerty in respect of arbitral proceedings
xii. The limitation period for enforcement of awards now excludes the period when the arbitration was ongoing. (This partly deals with the controversy about the time for enforcement of arbitral awards running from the accrual of the cause of action). [*Remember FHA v City Engineering* (1977) 9 NWLR (Pt 520) 224 where the Supreme Court held that the period of limitation for the enforcement of an award runs from the date of the breach that gave rise to the arbitration.]
xiii. Tribunals and arbitral institutions are expressly permitted to place a lien on final awards pending full payment of arbitrators' fees and institutions' expenses by the parties.

xiv. Parties may agree to a review of the final arbitral award by an Award Review Tribunal, which shall endeavour to render its decision as an award within sixty (60) days from the date on which it is constituted.

xv. The default appointing authority in domestic arbitration includes any arbitral institution in Nigeria and the Court. However in the case of international arbitration, the Director of the Regional Centre for International Commercial Arbitration Lagos shall be deemed to be the appointing authority where the parties fail to designate any.

xvi. Abolition of champerty and maintenance in respect of arbitral provisions

xvii. Expressly provides for immunity of arbitrators, arbitral tribunals and arbitral institutions.

xviii. Adopted the UNCITRAL Model Law on International Commercial Mediation, 2018 and provides for mediation.

xix. Express exclusion of "error on the face of the award" as a ground for setting aside.

xx. Adopted both the 1958 Washington Convention on the Recognition and Enforcement of Foreign Arbitral Awards and the 2018 Singapore Convention on Mediation. Although the 1958 NY Convention had been ratified, the Singapore Convention is yet to be ratified. The process of ratification is in progress.

xxi. Provision on Arbitration Proceedings Rules as the Third Schedule. This is really novel. Most arbitral enactments, instruments and rules provide for applications to court without providing the mode – writ of summons, originating summons, motion on notice, motion *ex parte*, etc. Where there is no such provisions in any High Court (Civil Procedure) Rules, the Arbitration Proceedings Rules fill this lacuna.

Out of these, I would like to state that like Singapore and Hong Kong, Nigeria now has a legal regime on third party funding and abolished champerty and maintenance in respect of arbitral proceedings and the definition of costs include third party funding. Furthermore, Nigeria has a legal regime on commercial mediation.