Bahrain International Commercial Court Procedural Rules

(Issued by the Court Council on 02/02/2026)

Chapter 1 General Provisions

Article 1 Definitions

In these Rules, the following words and phrases have the following meanings unless the context requires otherwise:

Appellate Tribunal: the appellate tribunal to which one or more Judges are appointed pursuant to Article 12 of the Law.

Case Manager: the employee of the Court assigned to fulfil the administrative functions in the management of a case, as set out in the Rules.

Chief Registrar: the Chief Registrar of the Court.

Court: the Bahrain International Commercial Court, including its President, Deputy President, Judges, Court Council, Executive Director, Chief Registrar and Case Managers.

Court Council: the Council formed pursuant to Article 5 of the Law.

Deputed Judge: a member of the Dispute Resolution Tribunals designated to fulfil the functions defined in Article 19 of the Law.

Deputy-President: the Deputy-President of the Court.

Dispute Resolution Tribunal: the dispute resolution tribunal of first instance to which one or more Judges are appointed pursuant to Article 12 of the Law.

Executive Director: the Executive Director of the Court.

International Agreement on Appeals: the treaty between the Kingdom of Bahrain and Singapore on Appeals from the BICC signed on 20 March 2024 and adopted in the Kingdom of Bahrain as Legislative Decree No. 8 of 2024.

International Committee: the International Committee of the Singapore International Commercial Court.

Judge: a member of a Dispute Resolution Tribunal or an Appellate Tribunal exercising functions within the jurisdiction of the Court.

Jurisdiction Agreement: an agreement concluded by two or more Parties that designates the Court as the competent court for resolving disputes, or by parties to an arbitration seated in the Kingdom of Bahrain conferring jurisdiction on the Court as the supervising court of the arbitration.

Law: Legislative Decree No. 9 of 2024 with respect to the Bahrain International Commercial Court.

Lawyer: a lawyer registered in accordance with the Court's regulations on Registration and Conduct of Lawyers.

Model Law: the 1985 UNCITRAL Model Law on International Commercial Arbitration with 2006 amendments, as adopted by the Kingdom of Bahrain as its Arbitration Law – Law No. 9 of 2015.

Party: any party to proceedings before the Court, including Claimant, Respondent, Appellant, Appellee; if more than one, the Parties.

Person: a physical person or legal entity as indicated by the context.

President: the President of the Court.

Procedural Timetable: the timetable according to which Parties will submit their applications, pleadings, memoranda, supporting documents and evidence.

Representative: a Lawyer or other legal representative of a Party.

Rules: these Procedural Rules.

Schedule of Charges: the schedule of Court charges that is an addendum to and forms part of these Rules.

Tribunal: a Dispute Resolution Tribunal or an Appellate Tribunal according to the context.

Without-Prejudice Communication: any communication between the Parties, written or oral, which is confidential between them and inadmissible before the Tribunal unless both Parties expressly agree otherwise in writing.

Unless the context requires otherwise, the singular will include the plural and the plural the singular.

Article 2 Scope

1. These Rules, as they may have been amended by the Court Council to take effect before the date of commencement of the proceedings, will apply to disputes falling within the jurisdiction of the Court in accordance with the Jurisdiction Agreement and the Law. The Rules include the Schedule of Charges as may be separately amended from time to time by the Court Council.
2. If any party submits any claim or application pursuant to these Rules in the absence of a Jurisdiction Agreement, the Court will, prior to registering the case, request the other party or parties named in the claim or application to confirm in writing whether they agree to the jurisdiction of the Court. If they agree, a Jurisdiction Agreement will be deemed to have been entered into. If they do not agree, the Court will not assume jurisdiction; the case will not be registered and the advance on Judicial Charges paid pursuant to Article 7.1 will be reimbursed to the claimant.

Article 3 Language of Proceedings

1. The language of proceedings before the Court will be English or Arabic, as agreed by the Parties. In the absence of such agreement, the language of the Jurisdiction Agreement (whether included as part of a broader agreement or free-standing) will determine the language of the proceedings. If the Jurisdiction Agreement is in a language other than English or Arabic, the proceedings will be conducted in English.
2. Written evidence in a language other than that of the proceedings must be accompanied by a translation, in whole or in relevant part, provided by the submitting Party, unless the Court accepts it in its original language without objection from another Party. The Tribunal or the Deputed Judge, as the case may be, will resolve any disputes regarding translations and may appoint expert translators as needed.
3. Statements of parties or witnesses who are not proficient in the language of the proceedings may be heard through an interpreter who has sworn or made a formal statement to provide accurate and truthful interpretation.

Article 4 Physical Place of Proceedings

1. Court proceedings will be conducted and administered at the Court's premises, which will include any suitable location in the Kingdom of Bahrain at the direction of the President on the proposal of the Chief Registrar.
2. The Tribunal or Deputed Judge may, if the circumstances require, hear witnesses elsewhere than at the Court's premises, and may conduct site visits.
3. Proceedings may be conducted by electronic means.

Article 5 Time

1. Unless otherwise specifically indicated, references to time are to be understood to refer to standard time in the Kingdom of Bahrain.
2. Where an act is required to be done within a specified period, the period begins on the following day.
3. Where an act is required to be done within a specified period of time from a specified date, the period begins on the day immediately after that date and ends on the last day of the specified period.
4. If the time is indicated in months, the period begins on the day of the month on which it is set to start and ends on the corresponding day of the following month. If there is no corresponding date, due to a short month, the time is extended to the first day of the following month.
5. Where a specified period expires on a public holiday in the Kingdom of Bahrain, the period is extended until the next working day.

Article 6 Service

1. Subject to Articles 6.3 and 6.4, any written communication (including of any notice or document) submitted by any Party (including its Representative), or issued by a Tribunal or Deputed Judge, or by the Case Manager, or by the Court, to any or all of these must be served personally; by courier; by registered mail; or by email, SMS, facsimile, or any other electronic means that provides a record of its transmission.
2. A written communication will be deemed to have been served if and on the date it has been delivered by any of the means set out at Article 6.1 to the addressee personally; to any address notified and agreed by the Parties or directed by the Tribunal or Deputed Judge, or if none of these can be found after reasonable enquiry, to the last-known address of the addressee.
3. Any written communication to be served by one Party on another Party will be submitted by that Party to the Court, which will thereafter effect service on the Party to be served, unless otherwise stated in these Rules.
4. A Tribunal or a Deputed Judge may order (on their own initiative or on the written application of a Party) any other method of service that is effective in bringing a written communication to the notice of the Party to be served.

Article 7 Judicial Charges

1. Each claimant, appellant, or applicant in an arbitration-related matter, on filing their claim, appeal or application, and the respondent, appellee, or respondent in an arbitration-related matter, on submitting their response, will pay the advance towards the Judicial Charges prescribed by the Schedule of Charges.
2. At any stage of the proceedings, the Court may direct the parties to make additional advances towards the Judicial Charges, in the amount and proportions it deems appropriate to cover accruing and future costs.

Article 8 Gap Filling Measures

Where there is no express provision in these Rules or in any applicable law relating to a substantive or procedural matter, the Court or the Tribunal or the Deputed Judge will proceed as they consider appropriate for the just, expeditious and economical disposal of any proceedings or applications before the Court.

Chapter 2 Party Representation

Article 9 Appearing before the Court

1. Subject to Article 9.2, Parties to a dispute may choose to represent themselves before the Court, or to be represented:
   a. by a Bahraini Lawyer or Representative in accordance with the applicable Bahraini Advocacy Law; or
   b. in disputes that are conducted in the Arabic language, by a non-Bahraini Lawyer jointly with a Bahraini Lawyer licensed to appear before the Bahraini Court of Cassation; or
   c. by a non-Bahraini Lawyer in disputes conducted in a language other than Arabic.
2. No Lawyer may represent a Party before the Court unless they have applied for registration in accordance with the Court's Regulations Governing the Registration and Conduct of Lawyers and have been included in the Register of Registered Lawyers.
3. Any Party that is to be represented before the Court by any Representative must, before the first appearance of their Representative before a Tribunal or Deputed Judge, have notified the Court in writing of the full name, postal address, email address and telephone number of their Representative.
4. The Court may at any time require written proof of the authority of any named Representative.

Article 10 Revocation of Representation

1. Other than in the case of recusal for reasons of conflict, a Representative may not withdraw their representation of a Party at a time that would, in the opinion of the Court, negatively impact the proceedings.
2. A Representative intending to withdraw their representation must promptly inform the Party they represent and provide proof of this notification to the Court.
3. The revocation of a Representative's authority, or the death of a Representative, will not affect the progress of the proceedings unless the represented Party obtains the permission of the Court

for a reasonable delay to prepare for the appointment of a new Representative or to represent itself.

4. If a Party or its Representative has appeared before the Court, or submitted any document or application, the proceedings will be considered to be conducted with their participation, even if they subsequently fail to appear before the Court without good cause or without having notified the Court of their withdrawal, and they will continue to be served with all submissions and notified of all procedural steps in the proceedings.

Chapter 3 Impartiality and Independence

Article 11 Impartiality and Independence of Judges

1. All Judges and Deputed Judges will be and will remain at all times impartial and independent of the Parties and will notify the President of any circumstances that may give rise to justifiable doubts about their impartiality or independence, based on which the President may decline to appoint them.
2. A Judge or a Deputed Judge will recuse themselves from hearing a case if circumstances arise during the proceedings that may give rise to justifiable doubts about their impartiality or independence and may recuse themselves if for any reason they have any other concerns about fulfilling their mandate, in either case after notifying the President.
3. A Party that has justifiable concerns about the impartiality or independence of a Judge or Deputed Judge before whom it appears may challenge the appointment of that Judge by submitting a written request to the President, or to their Deputy if the President is the Judge being challenged. The decision on the challenge will be taken by the President or their Deputy, who will determine the process to be followed and the timings, and whose decision will be final and not subject to appeal, such waiver of the right to appeal a challenge decision being without prejudice to the right of any Party to appeal the final judgment of a Dispute Resolution Tribunal.
4. If the appointment of a Judge or a Deputed Judge is terminated for any reason, the President will, as soon as practicable, appoint or assign a replacement, and the reconstituted Tribunal, or newly-assigned Deputed Judge will determine whether there need be any adjustment to any deadlines or any re-assessment of previous decisions, and whether any hearings should be re-run.

Chapter 4 Proceedings before the Tribunals

Article 12 Conduct of Proceedings

1. Subject to these Rules, the Tribunal will conduct the proceedings in the manner it considers appropriate and will give such directions as may be needed, avoiding unnecessary delay and expense and ensuring that the Parties are treated equally and that each Party has a reasonable opportunity to put its case and to respond to that of all other Parties. The Parties have a reciprocal duty to conduct themselves so as avoid unnecessary delay or expense.
2. The Tribunal will give the Parties reasonable notice of the date, time and place of any hearing and may direct that a Party and its Representative(s) both attend the hearing, which may be conducted in person or by any electronic means directed by the Tribunal.
3. No Party or Representative will have any *ex-parte* communications with the Tribunal.
4. No Without-Prejudice Communication will be admitted by the Tribunal.

5. If a Party that has been duly notified of a hearing in accordance with Article 12.2 fails to attend the hearing without showing good cause, the Tribunal may proceed with the hearing in the absence of that Party.
6. All hearings will be held in public, unless the Tribunal directs, on its own initiative or on the successful application of one or more of the Parties that the hearing be held in private and always subject to any confidentiality order that may have been issued by the Tribunal.
7. A record of each hearing will be made by any means deemed suitable by the Court and signed by the presiding Judge.
8. The provisions of this Article apply equally to the Deputed Judge.

Article 13 Stay of Proceedings

1. A Tribunal or Deputed Judge may stay the proceedings if they determine that some external factor may materially affect the outcome and may resume proceedings at their discretion. The Parties may object to any such stay within eight (8) days of having been served notice of it by the Tribunal or Deputed Judge, requesting either the Tribunal or the Deputed Judge, as the case may be, to render a final reasoned order in relation to the stay.
2. On a joint written application of the Parties, the proceedings will be stayed by an order of the Tribunal or Deputed Judge for a maximum period of four (4) months from the date of the order, extendable, in the sole discretion of the Tribunal or the Deputed Judge, on a further joint application.
3. If any Party fails to notify the Court of its intention to resume the case within eight (8) days of the end of the stay, the Tribunal or the Deputed Judge may determine that the claim, counterclaim, defence, appeal or reply of the absent Party has been withdrawn and may order the absent Party to pay any outstanding charges due pursuant to the Schedule of Charges.
4. If, within eight (8) days of the end of the stay, no Party has notified the Court of its intention to resume the case, the Tribunal or the Deputed Judge may determine that the case has been withdrawn and may order the Parties each to pay their share of any outstanding charges due pursuant to the Schedule of Charges.

Article 14 Interruption and Termination

1. Proceedings will be interrupted upon the death of a Party or of a Representative, or their loss of legal capacity, unless all the Parties' final submissions have been made and the Tribunal is deliberating on its judgment on the merits, in which case the Tribunal may either render judgment or postpone the case on the successful application of a successor to a deceased Party, a Representative, or another Party.
2. Interruption suspends all running time limits and nullifies any procedural steps taken during the period of interruption.
3. The Tribunal may order the termination of the proceedings if it appears that the proceedings have been abandoned by the Parties, or if all claims, counterclaims, crossclaims or appeals have been withdrawn.

Chapter 5 Judgments and Orders

Article 15 Deliberations and Form of Judgments

1. The deliberations of Tribunals are confidential, and, subject to Article 15.5, the orders and judgments of a three-member Tribunal will be rendered by unanimity or by a majority of its members.
2. The judgment of a Tribunal will be made in writing, and, subject to Article 12.6 a judgment in a case that has not been conducted on written submissions only will be issued at a hearing scheduled specifically for this purpose, whether in person or remotely, at which the Tribunal will orally pronounce the operative dispositions.
3. A judgment issued in a case that has been conducted on written submissions only will be transmitted by the Court to the Parties electronically.
4. Any judgment issued by the Tribunal must be signed by the Judge or Judges (physically or electronically) and must include:
   a. the name of the Judge or Judges;
   b. the names of the Parties and whether Claimant or Respondent, Appellant or Appellee, their domiciles, whether they participated in the proceedings, and the names of their Representatives, if any;
   c. a summary of the claims, defences and any counterclaims; appeals and responses submitted by the Parties, the factual evidence relied on and their legal arguments;
   d. the reasoning of the judgment and its dispositive part; and
   e. a summary of any interim and conservatory measures ordered during the proceedings.
5. If a Judge on a three-member Tribunal fails or refuses to sign a judgment, their refusal or failure will be recorded in the judgment, which will be validly made if signed by the remaining members.
6. If no majority is reached, an additional Judge will be appointed by the President or the President's designee to review the decisions of each member of the Tribunal and to deliberate with the Tribunal for the purposes of securing a majority, absent which, the decision of the member of the Tribunal with which the fourth Judge aligns will prevail.

Article 16 Costs

1. The Tribunal will determine in an order or judgment all issues relating to the costs of or incidental to the proceedings, including by which Party and in what amount the costs are to be paid.
2. A Party that seeks to recover its legal and other costs must submit to the Tribunal a detailed statement of costs incurred up until the closing of proceedings.

Article 17 *Infra Petita* and Interpretation of Judgments

1. Within thirty (30) days of the issue of a judgment any Party may apply to the Court:
   a. for any claim that it asserts has been presented in the proceedings but not determined in that judgment to be considered, and an additional judgment rendered by the Tribunal or Deputed Judge; or
   b. for the interpretation of any part of the judgment by the Tribunal or Deputed Judge, whose written interpretation will be deemed part of the judgment.

2. The Tribunal or Deputed Judge will issue any additional judgment within sixty (60) days of a successful application, and any interpretation within thirty (30) days.
3. The procedure and timetable prescribed by Articles 17.1 and 17.2 do not preclude, and are without prejudice to the right of any Party to apply for further interpretation of the judgment in any subsequent related proceedings.

Article 18 Third Party Objection to an Order or Judgment

1. A Person with a substantiated legal interest in the effect of an order or a judgment of a Tribunal or a Deputed Judge may, subject to any time-bar under any applicable statute of limitations, submit to the Court a written and reasoned objection to the order or judgment, which objection must be notified to all Parties in accordance with these Rules.
2. The Tribunal or Deputed Judge that issued the order or judgment will determine the third-party objection, from which the Parties to the proceedings giving rise to the order or judgment may not benefit.
3. The submission of an objection pursuant to Article 18.1 will not stay the enforcement of a judgment unless the Tribunal or Deputed Judge so orders having regard to all the circumstances of the objection or on the written application of a Party.

Article 19 Authentication of Orders and Judgments

1. All orders and judgments rendered by a Tribunal or a Deputed Judge will be authenticated with the Court's seal.
2. A Party or a Person with a substantiated legal interest in the enforcement of a judgment or order or who demonstrates that they might be affected by either, may submit a written application to the Chief Registrar for a certified copy of the Court-authenticated judgment or order.

Chapter 6 First Instance Proceedings

Part 1: Commencement

Article 20 Notice of Claim

1. A party wishing to initiate proceedings before the Court (if one, the "Claimant"; if more than one, each a "Claimant") must submit to the Court a written Notice of Claim, which must include or be accompanied by:
   a. the name, nationality, postal address, email address, telephone number, and personal identification or commercial registration number of each Claimant and, if it has any, of its Representative; and the name, postal address, and if and to the extent known, the email addresses and telephone numbers of all other Parties to the proceedings (if one, the "Respondent", if more than one, each a "Respondent") and their Representative(s);
   b. subject to Article 2.2, the Jurisdiction Agreement to which the Claimant and Respondent are party;
   c. a summary of facts alleged, relief sought and the amount of any monetary claim;
   d. relevant listed exhibits;
   e. the non-refundable Filing Charge prescribed by the Schedule of Charges, or confirmation that the Filing Charge has been or is being paid to the Court; and

f. the advance on Judicial Charges contemplated by Article 7.1 and prescribed by the Schedule of Charges, or confirmation that the advance has been or is being paid to the Court.

2. The Court will determine the adequacy of the Notice of Claim and will promptly notify the Claimant if it is deemed defective, giving reasons and stating the time period within which the Notice of Claim may be resubmitted with the defects remedied, or withdrawn.

Article 21 Registration and Charges

Upon verification of a Notice of Claim determined by the Court to be adequate and the actual receipt of the prescribed Filing Charge and the advance on Judicial Charges in the Court's account, the Court will, subject to Article 2.2, register the case, allocate a file number; serve notice of the registration on the Claimant, and serve the Notice of Claim on the Respondent.

Article 22 Effects of Registration

The date of registration of a case in accordance with Article 21 will be the date of commencement of the proceedings and will have the effects of:

a. suspending any applicable statute of limitations; and

b. commencing the accrual of delay interest unless this has otherwise already validly been commenced.

Article 23 Reply to the Notice of Claim

1. A Respondent must submit its Reply to the Notice of Claim to the Court within thirty (30) days of service on it of the Notice of Claim.

2. A Respondent's Reply must:

   a. state whether the Respondent contests the jurisdiction of the Court;

   b. identify the claim(s) or any part thereof that the Respondent is contesting, and provide a concise summary of its defence;

   c. state whether a counterclaim is to be brought against the Claimant and, if so, summarise the facts alleged, the relief sought and any monetary amount claimed;

   d. submit relevant listed exhibits; and

   e. the advance on Judicial Charges contemplated by Article 7.1 and prescribed by the Schedule of Charges, or confirmation that the advance has been or is being paid to the Court.

3. On receiving the Respondent's Reply to the Notice of Claim, the Court will serve the Reply on all other Parties.

4. If the Respondent fails to submit its Reply to the Notice of Claim within the prescribed time, or states that it does not intend to contest all or part of the claim, the Claimant may apply for a default judgment in respect of the full claim or of the non-contested part(s) of the claim, as the case may be.

Part 2: Case Management

Article 24 Case Management Conferences

1. As soon as practicable after the submission of the Respondent's Reply, or, if no Reply is submitted, after the time for submission has elapsed, the Case Manager will serve the Parties with notice of the date and time of a preliminary case management conference for the purpose of determining matters related to the management of the case, including the Procedural Timetable and methods of submissions and service.
2. When considered by the Case Manager to be necessary for the management of the case, or when so requested by one of the Parties, the Case Manager may schedule one or more further case management conferences.
3. In the event that a Party who has been duly notified of the date and time of a case management conference fails without reasonable cause to attend the conference, the Case Manager will proceed with the conference in the absence of that Party and serve the Procedural Timetable and the minutes of the conference on the absent Party.
4. In anticipation of the referral of the case to a Dispute Resolution Tribunal, the Case Manager will promptly submit to the President a summary of the case and a report on the first case management conference, which the Case Manager may supplement with further reports if and when necessary, based on any further relevant submissions and any additional case management conferences.

Article 25 Procedural Timetable

1. The Procedural Timetable will include deadlines for the Parties to submit applications, pleadings, memoranda, supporting documents and evidence, as well as the time and date of any further case management conference prior to the referral of the case to a Dispute Resolution Tribunal.
2. The Case Manager may amend the deadlines set out in the Procedural Timetable and the dates of any scheduled meetings and will serve notice on the Parties accordingly.
3. Written submissions made after the deadlines stated in the Procedural Timetable must be accompanied by a written explanation of the reasons for the delay, which must be copied to all other Parties. After the case has been referred to a Dispute Resolution Tribunal, it will rule on the admissibility of any late submissions.

Article 26 Applications and Submissions

1. The applications and submissions to be made by the Parties in accordance with the Procedural Timetable may include:
   a. matters relating to jurisdiction;
   b. supplementary defences;
   c. dismissal of the case on grounds of inadmissibility;
   d. exhibits relied upon along with a list of those exhibits;
   e. supplementary claims and counterclaims;
   f. joinder requests;
   g. requests for emergency, conservatory and interim measures;
   h. request for the appointment of a custodian of seized assets;

i. evidentiary requests;

j. any agreements as to the law applicable to the substance of the dispute; and

k. notice of the intention to submit statements of, and claims for, costs and legal fees.

2. Subject to Article 30, applications and submissions made pursuant to Article 26.1 must be submitted within the deadlines specified in the Procedural Timetable.

3. All applications and submissions made pursuant to Article 26 will be acknowledged by the Tribunal at the first hearing.

Article 27 Supplementary Applications

1. Supplementary applications relating to claims, defences or counterclaims made by the Parties pursuant to Articles 26.1(b) and 26.1(e) prior to the referral of the case to the Dispute Resolution Tribunal, and within the time-periods specified in the Procedural Timetable may include:

   a. a request to correct or amend the original claim, defence or counterclaim, to reflect any circumstances that have arisen since these were filed;

   b. a request to supplement or amend the causes of action without affecting the subject matter of the dispute;

   c. a request to supplement the original subject matter or to submit requests arising from or inseparably connected to the original subject matter;

   d. a request for set-off;

   e. a request for guarantees for damages incurred as a direct result of the submission of the claim.

Article 28 Referral to a Dispute Resolution Tribunal

1. Prior to the referral of the case to a Dispute Resolution Tribunal, the Case Manager will have conducted the case management conference(s) contemplated by Article 24 and the Parties will have made all submissions and applications contemplated by Article 26; will provide a schedule with their availability for hearings or their request that the case be conducted on written submissions only; and will confirm that they have no further submissions to make at this stage.

2. The Case Manager will prepare and submit to the Dispute Resolution Tribunal a concise summary of the case that includes the facts, the Parties' arguments, claims, defences, evidence, evidentiary requests and any other applications. The first hearing date will be fixed according to the Judges' availability unless the parties have agreed that the case should be decided on written submissions only.

Article 29 Constitution of the Dispute Resolution Tribunal

1. All cases before the Court will be heard by a Dispute Resolution Tribunal of one or three members appointed by the President or the President's designee from among the Judges, taking into consideration the contents of the report(s) submitted by the Case Manager pursuant to Article 24.4.

2. The Court will promptly serve the Parties with notice of the appointment of the Dispute Resolution Tribunal by the President or the President's designee.

Part 3: Further Applications and Submission

Article 30 New Applications and Submissions

1. A hearing may not be adjourned for the purpose of allowing a Party to submit any new claim, defence, counterclaim, application or evidence once the matter has been referred to a Dispute Resolution Tribunal, unless
   a. the applicant Party was not duly served with an application or submission to which it has, therefore, been unable to respond;
   b. the applicant Party is able to show just cause for its further application or submission;
   c. the evidence was previously unavailable;
   d. the Party seeks to raise an issue of public policy in the Kingdom of Bahrain; or
   e. the Tribunal determines that the further submission or application should be permitted having regard to all the circumstances of the case.
2 If the Dispute Resolution Tribunal allows any application or submission pursuant to Article 30.1 all other Parties will be given the opportunity to respond accordingly, as directed by the Dispute Resolution Tribunal.

Part 4: Evidence

Article 31 Rules of Evidence

1. The Claimant and the Respondent(s) named in the Notice of Claim may, by written agreement, determine the rules of evidence to be applied to the dispute (including any rules of privilege), provided that they do not offend the public policy of the Kingdom of Bahrain.
2. In the absence of an agreement between the parties, the Tribunal or Deputed Judge will have the authority to determine the rules of evidence to be applied.
3. The Tribunal or Deputed Judge will give all necessary directions including in regard to:
   a. the scope and type of admissible evidence (including documentary, electronic, witness testimony, expert reports, inspections);
   b. the basis upon which any question of foreign law will be determined;
   c. the procedures and time limits for the submission of evidence; and
   d. the consequences of failure to comply with the directions of the Tribunal or Deputed Judge.

Part 5: Conservatory, Interim and Emergency Measures

Article 32 Powers of the Deputed Judge

1. Deputed Judges may issue any necessary orders or decisions in matters requiring urgent intervention as defined at Article 19 of the Law either prior to the constitution of the Dispute Resolution Tribunal or which, due to exceptional circumstances, the Dispute Resolution Tribunal is unable to consider.
2. This authority will extend, as applicable, to judgments and orders concerning *prima facie* jurisdiction, conservatory and interim measures, emergency measures, stay of proceedings, striking out, withdrawal of the case, charges and costs, disputes regarding translations, orders recording settlement terms and any other matter requiring urgent intervention.

3. The Deputed Judge must refer all pending matters before them to the Dispute Resolution Tribunal once constituted, or as soon as the exceptional circumstances contemplated by Article 32.1 no longer apply, at which point the Dispute Resolution Tribunal will assume all the powers of the Deputed Judge.
4. After a Dispute Resolution Tribunal renders its final judgment, a Deputed Judge will be competent to consider requests to lift any measures ordered in the case.

Article 33 Emergency Measures

1. The Dispute Resolution Tribunal or the Deputed Judge may issue an order for any emergency measures requested in the Notice of Claim or in any other application made by the Parties at any time during the proceedings.
2. An order related to emergency measures may only be appealed to an Appellate Tribunal within forty-five (45) days of its issue.

Article 34 Conservatory and Interim Measures

1. On the written application of a Party at any time, the Dispute Resolution Tribunal or the Deputed Judge may order any interim or conservatory measures it considers necessary, including injunctive relief and measures for the protection or conservation of property.
2. The Dispute Resolution Tribunal or the Deputed Judge may order interim or conservatory measures in an expedited manner without serving the application for the measure on the other Parties.
3. Once a decision for any conservatory or interim measure is issued, the requesting Party must serve a copy of the decision on the relevant Party within eight (8) days of its issue and provide the Court with proof of such service.
4. The Dispute Resolution Tribunal or the Deputed Judge may lift any conservatory or interim measure on its own initiative or on the written application of a Party if the grounds for that measure are no longer applicable, or if the Party against which the measure has been ordered is able to prove that the grounds adduced are not supported by the facts.
5. A decision denying an application for interim or conservatory measures may be objected to by any Party in writing within eight (8) days of its issue. A decision granting interim or conservatory measures may be objected to by a Party in writing within eight (8) days of it being served on the Parties. Such objections will be referred to the same Dispute Resolution Tribunal or Deputed Judge to render a final reasoned judgment on the decision objected to.
6. The provisions of this Article will not prevent courts or tribunals outside the Kingdom of Bahrain from modifying interim or conservatory measures that fall within their jurisdiction to the extent that they deem necessary in order to comply with any mandatory laws.

Article 35 Appointing a Custodian of Seized Assets

1. A Dispute Resolution Tribunal or Deputed Judge may on the written application of a Party, appoint a custodian for asset seized pursuant to Article 34 of the Rules, to be responsible for preserving and managing the seized asset.

2. The order appointing the custodian may specify the fees and expenses payable to the custodian, and must specify the custodian's obligations, powers, and rights; the duration of the custodianship, and to whom the custodian will return the entrusted asset.
3. The provisions of this Article will not prevent courts or tribunals outside the Kingdom of Bahrain from modifying the terms of the appointment of a custodian within their jurisdiction to the extent that they deem necessary in order to comply with any mandatory laws.

Part 6: Joinder

Article 36 Joinder of Additional Parties

1. If not previously submitted pursuant to Article 26, a Party may submit a written application that a non-party be joined as an additional party to the proceedings, either to the Court before the case has been referred to the Dispute Resolution Tribunal, or subject to Article 30.1, to the Dispute Resolution Tribunal if already referred.
2. A non-party to the proceedings may similarly submit a written application that they themselves be joined.
3. An application for joinder must include a statement of any relief to be sought by or from the additional party and from which existing Party; the name, nationality, postal address, email address, telephone number, and personal identification or commercial registration number of the applicant party and, if it has any, of its Representative.
4. The Court will serve any such application on all other Parties, and the Dispute Resolution Tribunal will rule on the application.
5. The Dispute Resolution Tribunal may in its sole discretion, but is not bound to, grant an application for the joinder of an additional party, provided that
   a the proposed additional party is prima facie a party to the Jurisdiction Agreement, of which the application must include evidence; or
   b if the proposed additional party is not a party to the Jurisdiction Agreement, the applicant party and all other Parties to the proceedings agree to the joinder, of which agreement the application must include evidence; or
   c if, having given the Parties a reasonable opportunity to state their views, the Dispute Resolution Tribunal determines that the non-party may have acquired rights or obligations under the underlying contract without having been expressly named as a party thereto.
6. In determining whether an additional party should be joined, the Dispute Resolution Tribunal will also take into account the stage of the proceedings; whether joinder would serve the interests of justice and efficiency; and any other matter they consider appropriate in the circumstances of the case.
7. A Dispute Resolution Tribunal may, on its own initiative, order the joinder of an additional party subject to the criteria set out in this Article.
8. An additional party that is joined pursuant to this Article subsequent to an agreement having been reached or an order having been made regarding the applicable law or the applicable rules of evidence, waives any right that it would or might have had to the selection of either of these.
9. If the Dispute Resolution Tribunal grants an application for joinder, it will issue such additional procedural orders as it may consider appropriate in light of the joinder.

Part 7: Settlement and Withdrawal

Article 37 Settlement

1. If the Parties reach a settlement of the dispute prior to the referral of the case to the Dispute Resolution Tribunal, they will record the terms of their settlement in writing, signed by all Parties who have settled, or their Representatives, and submit this record to the Court, which will assign a Deputed Judge to formally terminate the proceedings and will serve notice on the Parties accordingly.
2. If the Parties request that the terms of their settlement agreement be recorded in the form of an order, the Deputed Judge will issue the order, stating that it is made by consent, and which need not include reasons.
3. If the Parties reach a settlement following the referral of the case to the Dispute Resolution Tribunal, they may request the Dispute Resolution Tribunal to record their settlement in the form contemplated by Article 37.2.
4. In the event of settlement in accordance with this Article, the Dispute Resolution Tribunal or the Deputed Judge, as the case may be, will order the Parties to pay any outstanding charges due pursuant to the Schedule of Charges.

Article 38 Withdrawal

1. The Claimant may withdraw its claim at any time before the Respondent has submitted its Reply or any other Party has made any application or submission, following which the participating Parties' consent to withdrawal will be required.
2. A counterclaiming Respondent may at any time withdraw its counterclaim without prejudice to its defence to the claim.
3. The Dispute Resolution Tribunal or the Deputed Judge, as the case may be, will order the withdrawing Party to pay any outstanding charges due pursuant to the Schedule of Charges.

Part 8: Post-Judgment Measures

Article 39 Pre-emptive Application for Stay of Enforcement

Upon the issue of a judgment, a Party may apply to the Dispute Resolution Tribunal for an order to stay any application for enforcement of the judgment, to which application the provisions of Articles 55.2, 55.3 and 55.4 will apply mutatis mutandis.

Article 40 Correction of Judgments

1. A Dispute Resolution Tribunal or Deputed Judge may correct any clerical, typographical, or computational errors in its judgment, either on their own initiative, or on the written application of a Party made within thirty (30) days of the issue of the judgment, without the need for adversarial proceedings. Subject to Article 40.3, any such corrections will be made as soon as practicable in an addendum to the judgment signed by the members of the Dispute Resolution Tribunal or the Deputed Judge.
2. A Party intending to appeal a judgment issued with corrections on the grounds that the Dispute Resolution Tribunal or Deputed Judge have exceeded their powers under Article 40.1 must submit

its appeal to the Appellate Tribunal within forty-five (45) days of the issue of the judgment with corrections.

3. The Dispute Resolution Tribunal or Deputed Judge may refuse a request to make corrections if, after consulting the Parties, they do not consider the request to be justified, and such refusal will be final and not appealable.

Part 9: Applicable Law and Jurisdiction

Article 41 Applicable Law

1. The Parties may agree on the law applicable to the substance of the dispute, provided that its application would not offend the public policy of the Kingdom of Bahrain.
2. If the Parties have not agreed on the applicable law prior to the submission of the Notice of Claim, or within any deadline specified in the Procedural Timetable, the Dispute Resolution Tribunal will determine the applicable law in accordance with the rules of conflict of laws that they deem applicable.

Article (42) Contested Jurisdiction

A Dispute Resolution Tribunal or Deputed Judge may, at any time, on their own initiative or on the written application of a Party, rule on issues of jurisdiction, having regard to all relevant circumstances and the interests of justice. Such rulings, which will be in the form of judgments, are appealable only to the Appellate Tribunal.

Chapter 7 Appeals

Article 43 Scope of Appeal

1. A Party may not appeal the interim judgment of a Dispute Resolution Tribunal or a Deputed Judge while the case is being heard, unless these Rules provide otherwise.
2. A Party may appeal the final judgment of a Dispute Resolution Tribunal on the merits of the dispute, unless they have agreed in writing that such judgment will be final and not subject to appeal, other than on grounds of nullity of the judgment or of the related procedures, which cannot be excluded from appeal.
3. An appeal against a final judgment on the merits of the dispute also constitutes an appeal against all prior interim judgments and orders that cannot be appealed independently, unless the interim judgments and orders were expressly accepted by the Party.

Article 44 Effect of Appeal

1. An appeal suspends the first instance proceedings at the point immediately prior to the issue of the judgment being appealed in respect of the matters specifically contested and to be determined in the appeal.
2. The judgment of the Appellate Tribunal is final and binding and not subject to any further appeal.
3. The appeal does not automatically stay the enforcement of the appealed judgment, unless the Tribunal or the Appellate Tribunal orders a stay of enforcement.

Article 45 Multiple and Cross-Appeals

1. The Appellate Tribunal may consolidate multiple appeals arising from the same judgment.
2. If the appeal period lapses for one Party to consolidated appeals proceedings in respect of an appeal filed by another Party, the expiry does not affect the validity of the appeal of the other Party within the time limit applicable to it.
3. If one Party appeals a judgment and the opposing Party has either accepted the judgment or has allowed the time limit within which it must respond to lapse, the opposing Party may not initiate a separate appeal, but may respond to the appeal by submitting a cross-appeal.
4. A cross-appeal is contingent upon the principal appeal and will not proceed if the principal appeal does not proceed. A ruling of inadmissibility or nullity of the principal appeal necessarily entails the dismissal of the related cross-appeal.

Article 46 Filing an Appeal

1. A Party intending to appeal a judgment must file a written Notice of Appeal within forty-five (45) days from the date of the judgment. If, however, the Party against whom the judgment was made was not served with the judgment at the time it was issued, the appeal period will run from the date the judgment was served on that Party.
2. The Notice of Appeal must include or be accompanied by:
    a. the name, nationality, postal address, email address, telephone number, and personal identification or commercial registration number of the Appellant and, if it has any, of its Representative; and the name, postal address, and if and to the extent known, the email addresses and telephone numbers of any other Party to the proceedings that may be entitled to respond to the appeal;
    b. a copy of the judgment to be appealed;
    c. the grounds of appeal;
    d. any evidence relied on in support of the appeal;
    e. the non-refundable Filing Charge prescribed by the Schedule of Charges, or confirmation that the Filing Charge has been or is being paid to the Court; and
    f. the advance on Judicial Charges contemplated by Article 7.1 and prescribed by the Schedule of Charges, or confirmation that the advance has been or is being paid to the Court.

Article 47 Registration of an Appeal

Upon verification of the Notice of Appeal, and the actual receipt of the prescribed Filing Charge and the advance on Judicial Charges in the Court's account, the Court will register the Statement of Appeal; allocate a file number; serve notice of the registration to the Appellant, and, serve the Notice of Appeal to any other Party to the proceedings that may be entitled to be served.

Article 48 Response to the Notice of Appeal

1. An Appellee must submit its Response to the Notice of Appeal within thirty (30) days from service on it of the Notice of Appeal.
2. The Response must include:

a. a statement of the Appellee's objections to the appeal; the grounds for such objections, and any order sought;

b. the facts and legal issues relied on; and

c. the advance on Judicial Charges contemplated by Article 7.1 and prescribed by the Schedule of Charges, or confirmation that the advance has been or is being paid to the Court.

3. On receiving the Appellee's Response, the Court will serve it on the Appellant and on any other Party that may be entitled to be served.

4. If the Appellee fails to submit its Response to the Notice of Appeal within the prescribed time, the Appellant may apply for a default ruling on the appeal.

Article 49 Constitution of the Appellate Tribunals

1. Following the submission of the Response to the Notice of Appeal, or if no Response is submitted, after the time for submission has elapsed, the Case Manager will submit a request to the President to constitute the Appellate Tribunal, accompanied by a summary of the appeal and of any Response.

2. Appellate Tribunals will comprise one or three members appointed by the President or the President's designee from among the Judges, taking into consideration the summaries submitted by the Case Manager pursuant to Article 49.1.

3. No Judge or Deputed Judge may be appointed to an Appellate Tribunal hearing appeals related to any case in which they have sat as a member of the Dispute Resolution Tribunal or as a Deputed Judge.

Article 50 Conduct of Proceedings

1. The Appellate Tribunal will, in its sole discretion, determine the appropriate procedures and timetable to be followed in the appeal proceedings.

2. The Appellate Tribunal may admit documents, submissions or evidence that were not presented in the first instance proceedings if:

a. those documents, submissions or evidence could not reasonably have been presented in the first instance proceedings; or

b. their admission at this stage serves the interests of justice.

3. The general provisions of these Rules, including those governing service, Party representation, joinder, judgments, interlocutory matters, and evidence, will apply to proceedings before the Appellate Tribunal.

4. The appellate judgment must decide on the merits, either by dismissing the appeal and affirming the judgment of the Dispute Resolution Tribunal; or by accepting the appeal and amending or overturning the judgment and rendering a substitute judgment on the merits of the dispute. The appellate judgment will be final and binding and not subject to any further appeal.

Article 51 Conservatory and Interim Measures

Pending the issue of its judgment, the Appellate Tribunal may, on the application of a Party or on its own initiative, and on such terms and conditions as it may consider appropriate:

a. issue such conservatory or interim measures as it deems necessary; and

b. lift any extant conservatory or interim measures.

Article 52 Withdrawal

1. The Appellant may withdraw its appeal at any time by giving written notice to the Court, which, subject to the payment of any outstanding charges due pursuant to the Schedule of Charges, will, if notice is submitted prior to the constitution of the Appellate Tribunal, assign a Deputed Judge who will formally terminate the appeal proceedings and the Court will serve notice on the Parties accordingly.
2. If notice of withdrawal is served after the constitution of the Appellate Tribunal, the Appellate Tribunal will, subject to the payment of any outstanding charges due pursuant to the Schedule of Charges, formally terminate the appeal proceedings and the Court will serve notice on the Parties accordingly.

Article 53 Settlement

1. If the Parties to the appeal reach a settlement of the dispute in respect of which the first instance judgment is being appealed, they may record the terms of their settlement in writing and submit this record to the Court, which (subject to the payment of all accrued Court charges) will, if submitted prior to the constitution of the Appellate Tribunal, assign a Deputed Judge who will formally terminate the appeal proceedings and the Court will serve notice on the Parties accordingly.
2. If the record of the settlement is submitted after the constitution of the Appellate Tribunal, the Appellate Tribunal will (subject to the payment of all accrued Court charges) formally terminate the appeal proceedings and the Court will serve notice on the Parties accordingly.
3. The Parties may request the Deputed Judge or the Appellate Tribunal, as the case may be, to record their settlement in the form contemplated by Article 37.2.

Article 54 Correction of Appeal Judgments

1. An Appellate Tribunal may correct any clerical, typographical, or computational errors in its judgment, either on its own initiative, or on the written application of a Party made within thirty (30) days of the issue of the judgment, without the need for adversarial proceedings. Subject to Article 54.2, any such corrections will be made as soon as practicable in an addendum to the judgment signed by the members of the Appellate Tribunal.
2. The Appellate Tribunal may refuse a request to make corrections if, after consulting the Parties, it does not consider the request to be justified, and such refusal will be final and not appealable.

Article 55 Stay of Enforcement

1. An application for a stay of enforcement of the appealed judgment may be filed together with the Notice of Appeal, or, with good cause given, at any time before the final appellate judgment is rendered.
2. An application for a stay must clearly state the grounds for the stay, supported by any relevant evidence.

3. A stay of enforcement may be ordered where the Appellant establishes:
   a. a risk of severe harm to the applicant Party from enforcement; and
   b. evidence that the judgment being appealed is likely to be overturned.
4. The Tribunal ordering a stay of enforcement may require the deposit of a bond or any other appropriate measures to safeguard the rights of the Party in whose favour the order was granted.

Article 56 Referral to the International Committee

1. Where, pursuant to Article 17 of the Law and the International Agreement on Appeals, an Appellant must file an appeal directly with the International Committee, the rules and procedures of the International Committee will apply to the appeal.
2. In an appeal to the International Committee, the International Committee may exercise all the powers of the Court in the case in respect of which the appeal was brought, including powers under the Law.
3. The President will submit any judgment or order received from the International Committee to an Appellate Tribunal for formal reissuance as a Court decision, which will be final and binding and not subject to any further appeal.
4. The judgment or order received by the Court from the International Committee, including orders relating to interim measures, is binding and effective as at the date of reissuance of the Court decision.

Chapter 8 Measures in Support of Arbitral Proceedings

Article 57 Jurisdiction of the Court in Arbitration-related Matters

1. Parties to arbitrations seated in the Kingdom of Bahrain may, by express written agreement confer jurisdiction on the Court as the supervising court to perform the arbitration-related functions prescribed by the Model Law.
2. Upon verification of any application submitted pursuant to any Article under this Chapter, and the actual receipt of the prescribed Filing Charge and the advance on Judicial Charges prescribed by the Schedule of Charges in the Court's account, the Court will register the application; allocate a file number; notify the registration to the applicant, and, by service of the application, notify any or all of the arbitral tribunal and the other party or parties to the arbitration as may be entitled to be notified.

Part 1: Evidence and Interim Measures

Article 58 Taking of Evidence and Applications for Interim Measures

1. The arbitral tribunal, or a party to the arbitration with the approval of the arbitral tribunal, may request the assistance of the Court in the taking of evidence.
2. A party to the arbitration may, before or during the course of the arbitral proceedings, request the Court to issue interim measures.
3. A Deputed Judge will, subject to Article 2.2, decide such applications in accordance with the applicable provisions of these Rules.

4. Applications to the Court under this Article must be accompanied by:
   a. the same details for the applicant and all other parties to the arbitration as are set out in Article 20.1(a) of the Rules;
   b. the order sought;
   c. the grounds and any evidence in support of the application;
   d subject to Article 2.2, a copy of the Jurisdiction Agreement; and
   e. a copy of the contract out of which the dispute arises and, if separate from the contract, a copy of the applicable arbitration agreement.

Part 2: The Arbitral Tribunal

Article 59 Appointment of an arbitrator

1. If, in an arbitration with three arbitrators, a party fails to appoint an arbitrator within thirty (30) days of a request to do so from another party, or the two arbitrators appointed by the parties fail or are unable to appoint the presiding arbitrator within thirty (30) days of their appointment, or in an arbitration with a sole arbitrator, the parties fail or are unable to agree on the sole arbitrator, a party to the arbitration may apply to the Court to make the appointment.
2. An application made pursuant to Article 59.1 must include:
   a. the same details for the applicant and all other parties to the arbitration as are set out in Article 20.1(a) of the Rules;
   b. a copy of the Notice of Arbitration and of any Response;
   c. a statement of the circumstances resulting in the failure or inability to appoint the arbitrator and of any matters that may be relevant to the selection of the arbitrator that are not set out in the Notice of Arbitration or Response;
   d subject to Article 2.2, a copy of the Jurisdiction Agreement; and
   e. a copy of the contract out of which the dispute arises and, if separate from the contract, a copy of the applicable arbitration agreement.
3. Any party to the arbitration wishing to respond to the application must submit their reply within thirty (30) days of being notified by the Court of the registration of the application.
4. Following the submission of any reply, or after the time-period for submission has elapsed, the Case Manager will, subject to Article 2.2, submit a request to the President or the President's designee to appoint the co-arbitrator, presiding arbitrator, or sole arbitrator, as the case may be.

Article 60 Challenge of an Arbitrator

1. If any procedure agreed upon by the parties to an arbitration for challenging the appointment of an arbitrator is deemed unsuccessful, the challenging party may, within thirty (30) days of receipt of the decision rejecting the challenge, apply to the Court to decide the challenge, whose decision will not be subject to appeal.
2. An application made pursuant to Article 60.1 must include:
   a. the same details for the applicant and all other parties to the arbitration as are set out in Article 20.1(a) of the Rules;

b. a copy of the initial challenge decision and of any relevant submissions made in the challenge proceedings;

c subject to Article 2.2, a copy of the Jurisdiction Agreement; and

d. a copy of the contract out of which the dispute arises and, if separate from the contract, a copy of the applicable arbitration agreement.

3. Any party to the arbitration wishing to respond to the application must submit their reply within thirty (30) days of being notified by the Court of the registration of the application.

4. Following the submission of any reply, or after the time-period for submission has elapsed, the Case Manager will, subject to Article 2.2, submit a request to the President or the President's designee to determine the challenge or to assign a Deputed Judge to make such determination.

5. The President or the President's designee, or the Deputed Judge, as the case may be, will direct the proceedings that are to be followed and the related timetable.

Article 61 Failure or Impossibility to Act

1. If an arbitrator becomes unable to perform his or her functions or for any other reason fails to act without undue delay, and this arbitrator fails to withdraw or the parties to the arbitration fail to agree on the termination of his or her mandate, a party to the arbitration may apply to the Court to decide on the termination of the mandate, whose decision will not be subject to appeal.

2. An application made pursuant to Article 61.1 must include:

   a. the same details for the applicant and all other parties to the arbitration as are set out in Article 20.1(a) of the Rules;

   b. a statement of the circumstances said to evidence the arbitrator's inability or failure to perform his or her functions;

   c subject to Article 2.2, a copy of the Jurisdiction Agreement; and

   d. a copy of the contract out of which the dispute arises and, if separate from the contract, a copy of the applicable arbitration agreement.

3. Any party to the arbitration wishing to respond to the application must submit their reply within thirty (30) days of being notified by the Court of the registration of the application.

4. Following the submission of any reply, or after the time-period for submission has elapsed, the Case Manager will, subject to Article 2.2, submit a request to the President or the President's designee to determine whether the mandate of the arbitrator should be terminated or to assign a Deputed Judge to make such determination.

5. The President or the President's designee, or the Deputed Judge, as the case may be, will direct the proceedings that are to be followed and the related timetable.

Article 62 Jurisdiction

1. If an arbitral tribunal rules as a preliminary question that it has jurisdiction in the arbitration, any party may, within thirty (30) days of receipt of the ruling on jurisdiction, apply to the Court to decide the matter, whose decision will not be subject to appeal.

2. An application made pursuant to Article 62.1 must include:

a. the same details for the applicant and all other parties to the arbitration as are set out in Article 20.1(a) of the Rules;

b. a copy of the initial ruling on jurisdiction and of any relevant submissions made in the jurisdiction proceedings;

c subject to Article 2.2, a copy of the Jurisdiction Agreement; and

d. a copy of the contract out of which the dispute arises and, if separate from the contract, a copy of the applicable arbitration agreement.

3. Any party to the arbitration wishing to respond to the application must submit their reply within thirty (30) days of being notified by the Court of the registration of the application.

4. Following the submission of any reply, or after the time-period for submission has elapsed, the Case Manager will, subject to Article 2.2, submit a request to the President or the President's designee to assign a Deputed Judge to determine the matter.

5. The Deputed Judge will direct the proceedings that are to be followed and the related timetable.

Part 3: Setting Aside

Article 63

1. Within three (3) months of the date on which a party has received an arbitral award, or on which the arbitral tribunal concluded any correction or interpretation of the award or issued any additional related award, a party to the arbitration may submit a detailed written application to the Court for the award to be set aside on any of the grounds set out at Article 34(2) of the Model Law.

2. Any party to the arbitration wishing to respond to the application must submit their reply within thirty (30) days of being notified by the Court of the registration of the application.

3. Following the submission of any reply, or after the time-period for submission has elapsed, the Case Manager will, subject to Article 2.2, submit a request to the President or the President's designee to constitute an Appellate Tribunal to determine the application, accompanied by a summary of the application.

4. The Appellate Tribunal will direct the proceedings that are to be followed and the related timetable, and may, in their sole discretion, at the request of a party to the arbitration, suspend the setting aside proceedings in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take any other action that may, in the opinion of the arbitral tribunal, remove the grounds for setting aside.

5. The decision of the Appellate Tribunal will be in the form of a judgment conforming to the provisions of these Rules.

Part 4: Recognition and Enforcement

Article 64 Arbitral Awards

1. The Court will recognise as binding an arbitral award irrespective of the country in which the award was rendered, and, subject to Article 64.2, will, on the written application of a party to an arbitration, formally certify such award as enforceable.

2. The Court may, on the written application of a party against which the award is invoked, refuse recognition only on one or more of the grounds set out at Article 36.1(a) of the Model Law, or on one of the findings at Article 36.1(b) of the Model Law
3. An application for the recognition of an arbitral award must be accompanied by the original award to be recognised and enforced, or a certified copy thereof.
4. Following the notification of the registration of the application, the Case Manager will, subject to Article 2.2, submit a request to the President or the President's designee, to assign a Deputed Judge to issue the decision of the Court to recognise the award, or to refuse recognition.
5. A decision of the Deputed Judge to recognise an arbitral award as binding and to certify it as enforceable will be issued without reasons and will be final. A decision to refuse recognition will be issued in the form of a reasoned judgment and will be subject to appeal.

Article 65 Interim Measures

1. The Court will recognise as binding an interim measure issued by an arbitral tribunal. irrespective of the county in which the measure was issued and, unless otherwise provided by the arbitral tribunal, will, on the written application of a party, certify such measure as enforceable, subject to the provisions of Articles 17H(2) and 17H(3) of the Model Law, and may refuse recognition and certification of enforceability only on one or more of the grounds set out at Article 17I of the Model Law.
2. An application for the recognition of an interim measure must be accompanied by the original order or award of the interim measure to be recognised and enforced, or a certified copy thereof.
3. Following the notification of the registration of the application, the Case Manager will, subject to Article 2.2, submit a request to the President or the President's designee to assign a Deputed Judge to issue the decision of the Court to recognise the measure or to refuse recognition.
4. A decision of the Deputed Judge to recognise an interim measure as binding and to certify it as enforceable will be issued without reasons and will be final. A decision to refuse recognition will be issued in the form of a reasoned judgment and will be subject to appeal.

Chapter 9 Court Charges

Article 66 Schedule of Charges

Charges applicable to any application or submission made pursuant to these Rules, are set out in the Schedule of Charges approved by the Court Council in an addendum to the Rules, of which they form a part.