Chapter 2.4: Nigeria

Emilia Onyema & Isaiah Bozimo

§2.01 Arbitration Legislation

[A] Legislation

In Nigeria, the principal national arbitration statute is the Arbitration and Conciliation Act (ACA), Chapter A18 Laws of the Federation 2004. The Act took effect on 14 March 1988. The ACA applies to both domestic and international arbitrations. However, since Nigeria is a federation with thirty-six States and a Federal Capital Territory, each Federated State also has an arbitration law – an example is the Lagos State Arbitration Law of 2009 (LSAL).

Readers can access the text of the ACA and LSAL using the following links:

– ACA: https://www.lawyard.ng/wp-content/uploads/2015/11/ARBITRATION-AND-CONCILIATION-ACCT-2004.pdf.
– LSAL: https://lca.org.ng/wp-content/uploads/2016/11/Lagos-State-Arbitration-Law_-2009.pdf.

There is no supplementary national arbitration law in Nigeria. However, at the time of writing in April 2021, there is a draft repeal and re-enactment bill (of the ACA) before the national legislature.[1] The proposed amendments will support the modernization of the ACA and include the following:

– emergency arbitrator provisions;
– provisions providing for the immunity of arbitrators;
– provisions on joinder and consolidation;
– an Award Review Tribunal (if parties elect to circumvent the national courts for annulment proceedings); and
– time limits for the hearing of arbitration-related applications before the national courts.

[B] Differences with the Model Law

The ACA mirrors the UNCITRAL Model Law 1985 version with limited modifications. The main differences between the ACA and the Model Law are as follows:

[1]The Draft repeal and re-enactment bill before the National Assembly is based on the 2006 version of the UNCITRAL Model Law on International Commercial Arbitration.

– The First Schedule to ACA annexes Arbitration Rules, which automatically apply to domestic arbitration under section 15(1). Regarding international arbitration, section 53 allows the parties to use any international arbitration rules acceptable to them.
– Section 3 ACA allows a deceased contractual party's personal representative to enforce an arbitration agreement. The Model Law does not have a similar provision.
– Section 23 ACA allows the Nigerian courts to compel the attendance of a witness before an arbitral tribunal seated within Nigeria. There are no comparable provisions in the Model Law.
– Section 29 ACA sets a three-month time limit for an aggrieved party to file recourse against an arbitral award that contains decisions on matters outside the arbitration agreement's scope before the national courts. Article 34(3) of the Model Law gives three months from the date the party applying for recourse received the award. However, in *Nigerian Telecommunications Limited v. Okeke*,[2] the Nigerian Supreme Court held that a party's receipt of the award triggers the three-month time limit.
– Section 30 ACA allows the Nigerian courts to set aside an award or remove an arbitrator on the ground of misconduct, or where the arbitral proceedings or award was improperly procured. The Model Law does not contain equivalent provisions.
– Section 31(3) ACA provides that an award may be enforced in the same manner as a court's judgment by leave of a court or judge. There is no equivalent provision in the Model Law.
– Section 36 ACA empowers the arbitrator to extend the time for the performance of any act under the ACA if he considers it necessary. There is no equivalent provision in the Model Law.
– Sections 49–50 ACA define arbitration costs, specify the mode of determining an arbitrator's fees and provide payment deposits. There is no equivalent provision in the Model Law.

[C] Remote Hearings

The ACA is silent on the conduct of remote proceedings. However, a tribunal can conduct proceedings remotely under its general powers to meet at any place it considers appropriate absent the parties' contrary agreement (section 16(2) ACA). See also section 20 ACA, providing that – subject to contrary agreement by the parties – the arbitral tribunal shall decide whether to conduct proceedings by holding oral hearings or based on the documents.

Where the Lagos State Arbitration Law (LSAL) applies, Article 30(4) of the Lagos Court of Arbitration Rules (applicable through section 31, LSAL) confers discretion on the tribunal to direct the examination of witnesses through means of communication (including video conferencing) that does not require their physical presence.

§2.02 Treaty Adherence

Nigeria acceded to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) on 17 March 1970 and implemented it

[2] *Nigerian Telecommunications Limited v. Okeke* (2017) 9 NWLR (Part 1571) 439 at 451.

through section 54(1) ACA, which annexes the Convention in the Second Schedule to the ACA. The New York Convention entered into force in Nigeria on 15 June 1970.

Nigeria is neither a party to the OHADA Treaty (and by extension the Uniform Arbitration Act) nor to any other arbitration-related convention (except for the ICSID Convention, see section 2.04 below).

§2.03 The Practice of Arbitration

[A] General

Nigerian parties actively use arbitration as a dispute resolution mechanism to resolve domestic and international commercial disputes. The main arbitral institutions administered the following domestic and international arbitration references between 2016 and 2020:

(1) Lagos Court of Arbitration (LCA):

– 2016: 3 domestic arbitrations

– 2017: 3 domestic arbitrations

– 2018: 7 domestic arbitrations

– 2019: 1 international and 11 domestic arbitrations

– 2020: 12 domestic arbitrations.

(2) Lagos Chamber of Commerce International Arbitration Centre (LACIAC):

– 2018: 1 international and 2 domestic arbitrations

– 2019: 2 domestic arbitrations

– 2020: 1 domestic arbitration.

(3) Abuja Chamber of Commerce-Dispute Resolution Centre (ACC-DRC):

– 2018: 1 domestic arbitrations

– 2019: 6 domestic arbitrations

– 2020: 4 domestic arbitrations.

As a caveat, we note that the vast majority of arbitration references in Nigeria are ad hoc and are not held under institutional rules. For instance, the International Centre for Arbitration and Mediation, Abuja (ICAMA) reported that it administered 165 ad hoc

domestic arbitration cases between 2012 and 2020.[3] These cases can be broken down as follows:

- 2016: 51 cases
- 2017: 38 cases
- 2018: 32 cases
- 2019: 26 cases
- 2020: 18 cases.

[B] Arbitral Institutions

The main arbitral institutions in Nigeria are the following:

Institution	*Contact Details*
Abuja Chamber of Commerce-Dispute Resolution Centre (ACC-DRC)	Abuja Trade & Convention Centre Umara Yar'Adua Way (Airport Road) Abuja, Nigeria Phone: +234 9 290 8969 Web: https://accinigeria.com/drc/
International Centre for Arbitration and Mediation (ICAMA)	4th Floor, ITF House 6 Adetokunbo Ademola Crescent Abuja, Nigeria Phone: +234 9 291 2711 Web: https://icama.com/
Lagos Court of Arbitration (LCA)	1A, Remi Olowude Street 2nd Roundabout, Lekki-Epe Expressway Okunde Bluewater Scheme Lekki Peninsula Phase 1, Lagos, Nigeria Phone: +234 809 480 4504; +234 809 480 4506

[3]Emilia Onyema, Arbitration in Africa Survey Report (2020) on Top African Arbitral Centres and Seats, available at: https://eprints.soas.ac.uk/33162/1/2020%20Arbitration%20in%20Africa%20Survey%20Report%2030.06.2020.pdf.

	Web: https://www.lca.org.ng/
Regional Centre for International Commercial Arbitration, Lagos (RCICAL)	2A, Ozumba Mbadiwe Avenue, Victoria Island, Lagos, Nigeria. Phone: +234 902 358 1002 Web: https://rcical.org/
Lagos Chamber of Commerce International Arbitration Centre (LACIAC)	Lagos Chamber of Commerce & Industry Commerce House 1, Idowu Taylor Victoria Island, Lagos Phone: +234 908 290 2999 Web: https://www.laciac.org/

[C] Courts

Each State High Court, the High Court of the Federal Capital Territory, and the Federal High Court have original jurisdiction over arbitration-related court proceedings, with appeals to the Court of Appeal and Supreme Court.[4]

Stay of Proceedings

The Nigerian Supreme Court's approach to staying proceedings when a party invokes an arbitration agreement (which binds all other courts) is that where parties agree to refer their dispute to arbitration, the court has a duty to enforce their agreement by staying any court proceedings commenced contrary to the arbitration agreement. For example, in *Owners of M.V. Lupex v. Nigerian Overseas Chartering and Shipping Ltd*,[5] the Supreme Court held:

Where parties have chosen to determine for themselves that they would refer any of their disputes to arbitration instead of resorting to regular courts, a *prima facie* duty is cast upon the court to act upon their agreement.

[4]Section 57 of the ACA.
[5]*Owners of M.V. Lupex v. Nigerian Overseas Chartering and Shipping Ltd* (2003) 15 NWLR (Part 844) 469 at 488.

On 26 May 2017, the then Chief Justice of Nigeria requested all Heads of Courts to introduce Practice Directions to hold parties to their arbitration agreements. Judges may award substantial costs against parties that issue court proceedings in breach of arbitration agreements.

Interim Measures

Nigerian courts may order interim measures in support of arbitral proceedings under their general jurisdiction (e.g., under section 16 of the Lagos State High Court Law, 2018) and Article 26 of the Arbitration Rules in the First Schedule to the ACA.

General Approach of Courts

Nigerian courts have been known to both hinder and assist arbitral proceedings. Regarding assistance to arbitral proceedings, Nigerian courts recognize that the appropriate standard of review for arbitral awards is one that preserves the autonomy of the parties' chosen forum and minimizes judicial intervention. In *Nigerian Telecommunications Limited v. Okeke*,[6] the Supreme Court held:

An application to set aside an arbitral award is not in the nature of an appeal against the award. An arbitral award is regarded as a final and conclusive judgment on all matters referred and the courts are enjoined, as far as possible to uphold and enforce arbitral awards, having regard to the fact that [it is] a mode of dispute resolution voluntarily agreed upon by the parties.

Likewise, in *Arbico (Nig.) Ltd. v. N.M.T. Ltd.*,[7] the Court of Appeal emphasized that, despite the court's wide powers, it must 'show reluctance to interfere with the arbitrator's jurisdiction as the sole Judge of law and facts […]'.

Conversely, Nigerian courts have also given judgments that practitioners perceive to be inimical to the arbitral process. For instance, in the challenge to an ICC award in *Global Gas & Refinery Limited v. Shell Petroleum Development Company*,[8] the Lagos State High Court took the position that once a party challenges an arbitrator, he or she must resign and not resist the challenge. The Court held:

---

[6]*Nigerian Telecommunications Limited v. Okeke* (2017) 9 NWLR (Part 1571) 439 at 473.
[7]*Arbico (Nig.) Ltd. v. N.M.T. Ltd.* (2002) 15 NWLR (Part 789) 1 at 24.
[8]Unreported judgment of the High Court of Lagos State in Suit No. LD/1910/2017 (25 February 2020).

When an objection is raised on the basis of bias, it cast doubts on the process itself, notwithstanding whether the panel was constituted or not by ICC. This being so, the [arbitral tribunal] must exercise a duty of care towards all the cases that are before them. Therefore, it does not lie in the Arbitrators to raise a defence or put the process in ridicule. What it is expected was to have simply recused himself, even when the system absolved him. This is the standard and nothing more is required.

Commentators have observed that, if followed, the Lagos State High Court's Ruling could have the undesirable result that 'the failure of the challenged arbitrator to immediately withdraw will result in any consequent award being set aside'.[9] The Ruling, therefore, encourages dilatory tactics by recalcitrant parties.

[D] Enforcement of Awards

Procedure

The procedure for enforcing domestic and foreign arbitral awards is as follows. An application for enforcement of an international or domestic award can be made to the State High Courts, the High Court of the Federal Capital Territory or the Federal High Court. An award creditor can initiate enforcement proceedings by making an application on notice before the court. The party will be required to supply the original award and arbitration agreement or certified copies of these documents. If the award is not in English, the court can request the party to supply an official translation into the English language (as the language of the Nigerian courts). Once those requirements are met, and subject to the award debtor establishing a ground for refusal of recognition or enforcement, the award must be enforced.

Grounds for Refusal of Enforcement

Under section 52 of the ACA, a Nigerian court may refuse the recognition and enforcement of an international award on the following grounds:

– A party to the arbitration agreement was under some incapacity.

[9]Funke Adekoya, *Global Gas and Refinery Limited and Shell Petroleum Development Company: Is Nigeria Pro or Anti-Arbitration?* (Kluwer Arbitration Blog, 16 May 2020), http://arbitrationblog.kluwerarbitration.com/2020/05/16/global-gas-and-refinery-limited-and-shell-petroleum-development-company-is-nigeria-pro-or-anti-arbitration-the-lagos-high-court-says-that-when-challenged-an-arbitrator-should-just-resign/?print=print accessed 6 November 2020. See also Paul O. Idornigie & Isaiah Bozimo, 'Attitude of Nigerian Courts Towards Arbitration' in *Rethinking the Role of African National Courts in Arbitration* (Emilia Onyema ed. Kluwer Law International 2018) 255–290.

– The arbitration agreement is not valid under the law which the parties have indicated should be applied, or failing such indication, that the arbitration agreement is not valid under the law of the country where the award was made.
– A party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present its case.
– The award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration.
– The award contains decisions on matters which are beyond the scope of the submission to the arbitration; however, if the decision on the matters submitted to arbitration can be separated from those not submitted, only that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced.
– The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, or where there is no such agreement, with the law of the country where the arbitration took place.
– The award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which or under the law of which, the award was made.
– If the court finds that the subject matter of the dispute is not capable of settlement by arbitration under the laws of Nigeria.
– If the court finds that the recognition or enforcement of the award is against the public policy of Nigeria.

Section 32 of the ACA does not expressly set out the grounds for refusing the recognition and enforcement of a domestic award. Nevertheless, commentators have observed that the grounds listed in section 52 of the ACA should guide the courts in their application of section 32.[10]

Approach of Courts to Enforcement and Timing

Nigerian courts recognize that they have a pro-enforcement bias under the ACA and are thus willing to enforce foreign arbitral awards against their own nationals or against the State. For instance, in *Guinness Nig. Plc v. Nibol Properties Ltd.*,[11] the Court held:

[…] there is a live Judicial Policy of ascribing priority to the upholding of Arbitral Awards, by the regular Courts, as a mainstream ADR procedure in the Administration of Justice for resolving disputes and that there is a narrow compass that attracts the Courts to override this Policy by setting aside an Award.

Similarly, in *Aye-Fenus Enterprises Ltd. v. Saipem (Nig.) Ltd.*,[12] the Court of Appeal stated:

[10]For example, J.O. Orojo and M.A. Ajomo, *Law and Practice of Arbitration and Conciliation in Nigeria* (Myebi & Associates, Lagos 1999) at 300–301.
[11]*Guinness Nig. Plc v. Nibol Properties Ltd.* (2015) 5 CLRN 65 at 71.
[12]*Aye-Fenus Enterprises Ltd. v. Saipem (Nig.) Ltd.* (2009) 2 NWLR (pt. 1126) 483 at 521.

It is a settled principle of law, that where the parties by consent submit their dispute to […] Arbitration […], and the decision is reached thereby, a court of law has a duty to enforce the decision reached in such an arbitration.

Depending on the judge, it takes an average of six months to enforce a foreign arbitral award at the High Court of Lagos State. However, appeals to the Court of Appeal and Supreme Court can increase the enforcement time to between two and six years.

Representation

With regard to restrictions on foreign lawyers representing parties in arbitral proceedings seated in Nigeria, for domestic arbitration under the ACA, section 15(1) triggers the application of the Arbitration Rules in the First Schedule to the Act. Under Article 4 of the said Rules, '[t]he parties may be represented by legal practitioners of their choice'. In *Shell Nig. Exploration and Production v. Federal Inland Revenue Service*,[13] the Court of Appeal interpreted this provision to mean a legal practitioner licensed to practice law in Nigeria.

In our view, however, given the discretionary language used in Article 4, this should not fetter a party's choice to be self-represented, or to be represented by persons other than legal practitioners.[14] We note that there is no equivalent to Article 4 in the (ACA) repeal and re-enactment bill before the national legislature. Regarding international arbitration,[15] section 53 of the ACA allows the parties to choose any international arbitration rules of procedure acceptable to them.

Our view is thus that the parties can thereby circumvent Article 4 of the First Schedule to the ACA in the case of international arbitration.

In summary, until the Supreme Court overturns the Court of Appeal's decision in *Shell Nig. Exploration and Production v. Federal Inland Revenue Service*; and unless parties opt out of the application of the Arbitration Rules in the ACA, legal representation of parties in domestic arbitrations is limited to lawyers qualified to practice in Nigeria.

[E] Current Trends

[13]Unreported Judgment of the Court of Appeal in Appeal Number CA/A/208/2012 (31 August 2016).

[14]This presumably includes lawyers qualified in jurisdictions outside Nigeria, who (except where also qualified in Nigeria) are not recognized as 'legal practitioners' under Nigerian law.

[15]Under section 57(2)(d) of the ACA, the parties may agree to treat a domestic arbitration as international.

There is a major push in Nigeria to modernize the arbitration framework through a review of the ACA and move towards a more supportive judiciary. As is evident from section [A] above, an unusual arbitration trend in Nigeria is the greater preference for ad hoc arbitration in contrast to institutional arbitration. Also, as shown in section [C] above, inconsistent court decisions remain a challenge. The prejudicial effects of the few 'unfriendly' decisions in the jurisdiction far outweigh the beneficial effects of the many 'arbitration-friendly' decisions.

Leading Cases in Nigeria

(1) *Baker Marine Nig. Ltd v. Chevron Nig Ltd* [2000] 12 NWLR (pt. 681) 393. Baker Marine agreed to provide and work two jack-up barges for Chevron. The agreement contained an arbitration clause. A dispute was referred to arbitration after the completion of the contract. Arbitrators made their award in favour of Baker Marine. Chevron sought to set aside the award while Baker Marine applied for recognition of the award and leave to enforce it. Both applications were made by originating summons. The Federal High Court set aside the award and dismissed the enforcement application. Baker Marine appealed. The Court of Appeal held that the grounds for setting aside award under section 30 ACA are misconduct and error of law on the face of the award; where there is failure on the part of the arbitrator to comply with the arbitration agreement, this will be misconduct; and that setting aside an award renders the whole arbitral proceedings null and void.

(2) *Ras Pal Gazi Construction Company Ltd v. Federal Capital Development Authority* [2001] 10 NWLR (pt. 722) 559. This dispute arose out of an agreement between the parties for the construction of a cultural centre in Abuja. An award was made in favour of Ras Pal, which the Federal Capital Development Authority (FCDA) (State entity) sought to set aside. The High Court upheld the award, made it a judgment of the court and awarded interest of 20% on the judgment sum from the date of the order. On appeal, the Court of Appeal set aside the judgment of the High Court along with the interest as being made without jurisdiction and substituted it with a judgment recognizing the award. On further appeal, the Supreme Court upheld the decision of the Court of Appeal that a court lacks jurisdiction to award interest on an arbitral award or to otherwise interfere with the decision of the arbitral tribunal.

(3) *Shell Trustees (Nig.) Ltd v. Imani & Sons (Nig.) Ltd* [2000] 6 NWLR (pt. 662) 639. Shell Trustees and Imani entered into a joint venture to develop a property in Abuja known as 'the USA Embassy Project'. The Joint Venture agreement contained an arbitration clause. A dispute on Shell Trustees' funding of the project arose. Imani obtained ex parte injunctions against Shell Trustees who then drew the court's attention to the arbitration agreement and applied for the orders to be set aside. The Court stayed its proceedings but did not discharge the ex parte orders. Shell Trustees appealed and the Court of Appeal discharged the ex parte orders and referred the parties to arbitration. The arbitrators made their award, which Imani tried to enforce and Shell Trustees challenged, in the Lagos High Court. Enforcement of the award was granted by the High Court and Shell Trustees appealed to the Court of Appeal, which held by a majority that: when leave to enforce an award is granted by a court, the award is deemed to be the judgment of the court; and where two applications are pending before the same court in the same suit, one to set aside and the other to enforce an award, the application to set aside should be taken first.

(4) *Bill Construction Co Ltd v. Imani & Sons Ltd/Shell Trustees Ltd (A Joint Venture)* [2006] 19 NWLR (pt. 1013) 1. This dispute arose out of the same construction project for the USA Embassy in Abuja. In this case, an award was made in favour of Applicant, which sought its enforcement; in defense to the enforcement action, the Respondents challenged the award. At this time, it was already six months since the award was made. The High Court granted the enforcement of the award, which was reversed by the Court of Appeal on grounds of lack of fair hearing in the High Court. The High Court refused to grant an adjournment applied for by the respondents after the applicant had moved its application for enforcement of the award. The Supreme Court held that section 33(1) of the 1979 Constitution (which is in the same terms as section 36(1) of the 1999 Constitution) entrenched the common law concept of natural justice with its twin pillars that a man shall not be condemned

unheard and no man shall be a judge in his own cause. Thus the section conferred on every citizen who had any grievance the right to ventilate his grievances, and compelled the court that would determine the rights of such person to accord the person a fair hearing. However on the facts of this case, the trial was not unfair; that where a party is given ample opportunity to present his case within the confines of the law but he chooses not to utilize same, he cannot later be heard to complain that his right to fair hearing has thereby been breached. Moreover, the respondent did not file an application to set aside the award within three months in accordance with section 29(1)(a) ACA, and so there was no case of denial of the respondent's right to fair hearing. The decision of the High Court was restored.

(5) *NNPC v. Lutin Investment & Justice Uche Omo (Arbitrator)* [2006] 2 NWLR (pt. 965) 506. A dispute arose between the parties who jointly appointed the second respondent as a sole arbitrator. During the course of the arbitral proceeding, the arbitrator decided to move the hearing to London to take evidence from the appellant's witnesses, to which the appellant objected, which objection was rejected by the arbitrator. The arbitration was subject to Nigerian law. The appellant applied to remove the arbitrator before the courts. Both the Federal High Court and Court of Appeal dismissed the application. On further appeal to the Supreme Court, the Court held that by virtue of section 16(1) ACA the arbitrator has full powers to decide the place where arbitration proceedings shall take place, unless the parties themselves have earlier agreed on this, and in this case the parties had not. Moreover, the reference to 'any place' in section 16(2) is not restricted to Nigeria.

(6) *NNPC v. Roven Shipping Ltd*. (2019) 9 NWLR (pt. 1676) 67. The Supreme Court confirmed its deference to the arbitral tribunal's decision when it held that once an arbitrator makes a decision concerning the construction of a contract, 'it cannot be set aside by the court, even if the court would have come to a different conclusion'.

(7) *Mekwunye v. Imoukhuede* (2019) 13 NWLR (pt. 1690) 439. The proceedings concerned a pathological arbitral clause, among other matters. The Supreme Court confirmed that the courts should uphold a defective arbitration clause where it is possible to ascertain the parties' intention to submit their dispute to arbitration, holding that:

> I am of the considered view that the approach of the trial court in giving effect to the intention of the parties, notwithstanding the defective clause, is the correct approach. It defeats the purpose of an agreement to refer a dispute to arbitration if, after fully participating therein, a party is allowed to raise technical objections to defeat the award. This is that the respondent tried to [do] at the court below. It must be discouraged.

§2.04 Investor-State Arbitration

Nigeria ratified the ICSID Convention in 1966 with effect from 14 October 1966. Nigeria is not a party to the United Nations Convention on Transparency in Treaty-based Investor-State Arbitration (Mauritius Convention).

At present, Nigeria is a party to thirty-one Bilateral Investment Treaties (BITs), fifteen of which are in force, as follows:

BIT	*Date of Entry into Force*
Nigeria–United Kingdom BIT (1990)	11 December 1990
France–Nigeria BIT (1990)	19 August 1991

Netherlands–Nigeria BIT (1992)	1 February 1994
Nigeria–Taiwan Province of China BIT (1994)	7 April 1994
Republic of Korea–Nigeria BIT (1998)	1 February 1999
Nigeria–Serbia BIT (2002)	7 February 2003
Nigeria–Switzerland BIT (2000)	1 April 2003
Nigeria–Romania BIT (1998)	3 June 2005
Nigeria–South Africa BIT (2000)	27 July 2005
Italy–Nigeria BIT (2000)	22 August 2005
Nigeria–Spain BIT (2002)	19 January 2006
Nigeria–Sweden BIT (2002)	1 December 2006
Finland–Nigeria BIT (2005)	20 March 2007
Germany–Nigeria BIT (2000)	20 September 2007
China–Nigeria BIT (2001)	18 February 2010

Nigeria has also signed BITs that are not yet in force with the following countries: Algeria (signed on 14 January 2002); Austria (signed on 8 April 2013); Bulgaria (signed on 21 December 1998); Canada (signed on 6 May 2014); Egypt (signed on 20 June 2000); Ethiopia (signed on 19 January 2004); Jamaica (signed on 5 August 2002); Kuwait (signed on 23 March 2011); Morocco (signed on 3 December 2016); the Russian Federation (signed on 24 June 2009); Singapore (signed on 4 November 2016); Turkey (signed on 2 February 2011 and 8 October 1996); Uganda (signed on 15 January 2003), and the United Arab Emirates (signed on 18 January 2016). It has terminated a BIT with China.

Nigeria does not currently make use of a model BIT. However, the Nigerian Investment Promotion Commission is in the process of drafting a model BIT using the 2015 Nigeria-Morocco BIT as a template.[16]

Nigeria has been or is a party to the following investment treaty (ICSID) arbitrations:

– *Sunrise Power & Transmission Company v. Nigeria and Sinohydro Corporation*, ICC, May 2021 (pending);

– *Shell Petroleum N.V. and The Shell Petroleum Development Company of Nigeria Limited v. Federal Republic of Nigeria* (ICSID Case No. ARB/21/7) (pending);

[16]Copy available at: https://investmentpolicy.unctad.org/international-investment-agreements/treaty-files/5409/download (Accessed 2 February 2021).

– *Eni International B.V., Eni Oil Holdings B.V. and Nigerian Agip Exploration Limited v. Federal Republic of Nigeria* (ICSID Case No. ARB/20/41) (pending);
– *Interocean Oil Development Company and Interocean Oil Exploration Company v. Federal Republic of Nigeria* (ICSID Case No. ARB/13/20) (Final Award rendered on 6 October 2020);
– *Shell Nigeria Ultra Deep Limited v. Federal Republic of Nigeria* (ICSID Case No. ARB/07/18) (discontinued on 1 August 2011);
– *Guadalupe Gas Products Corporation v. Nigeria* (ICSID Case No. ARB/78/1) (settled on 22 July 1980).

Selected Bibliography

Ephraim Akpata, *The Nigerian Arbitration Law in Focus* (The West Africa Law Publishers Ltd Nigeria 1997).

Amazu Asouzu, *International Commercial Arbitration and African States* (CUP 2001).

Amazu Asouzu, 'Arbitration and Judicial Powers in Nigeria', *Journal of International Arbitration,* Vol. 18 No. 6 (2001): 617–640.

Nigel Blackaby & Constantine Partasides, *Redfern and Hunter on International Arbitration,* 6th edn. (OUP 2015).

C.A. Candide-Johnson & O. Shasore, *Commercial Arbitration Law and International Practice in Nigeria* (LexisNexis 2012).

Paul Obo Idornigie, 'The 1988 Nigerian Arbitration and Conciliation Act: Need for Review?', *International Arbitration Law Review,* Vol. 6 No. 2 (2003): 50–58.

Paul Obo Idornigie & Isaiah Bozimo, 'Attitude of Nigerian Courts Towards Arbitration', in *Rethinking the Role of African National Courts in Arbitration* (Emilia Onyema ed. Kluwer Law International 2018) 255–290.

Andrew Okekeifere, 'The Enforcement and Challenge of Foreign Arbitral Awards in Nigeria', *Journal of International Arbitration* (1997): 223.

Emilia Onyema, 'The Doctrine of Separability under Nigerian Law', July-September, *Apogee Journal of Business, Property & Constitutional Law* (2009): 65–79.

Emilia Onyema, 'Enforcement of Arbitral Awards in Sub-Sahara Africa', *Arbitration International*, Vol. 26 no. 1 (2010): 115–138.

Joseph Orojo & M. Ayo Ajomo, *Law and Practice of Arbitration and Conciliation in Nigeria* (Mbeyi & Associates Lagos 1999).

Tinuade Oyekunle & Bayo Ojo, *Handbook of Arbitration and ADR Practice in Nigeria* (LexisNexis 2018).

Adedoyin Rhodes-Vivour, *Commercial Arbitration Law and Practice in Nigeria Through the Cases* (LexisNexis 2016).

St. John D. Sutton, Judith Gill & Matthew Gearing (eds), *Russell on Arbitration*, 23rd edn. (Sweet & Maxwell 2007).

John Tackaberry & Arthur Marriott, *Bernstein's Handbook of Arbitration and Dispute Resolution Practice*, 4th edn. (Sweet & Maxwell 2003).

Journals Include

Apogee Journal of Business; *Property & Constitutional Law*; *Arbitration*; *Arbitration International*; *Gravitas Review of Business & Property Law*; *International Arbitration Law Review*; *Journal of International Arbitration*; *Modern Practice Journal of Finance & Investment Law*; *Modus International Law & Business Quarterly*; *Nigerian Bar Journal*; *Nigerian Current Law Review*; *The Nigerian Business Law & Practice Journal*; and *The Nigerian Law Journal*.