JUXTAPOSING PARADIGMS OF THE INTERNATIONAL COURT OF ARBITRATION, PARIS AND LONDON COURT OF ARBITRATION IN NIGERIA

Omoniyi Bukola Akinola*

Abstract

This paper juxtaposes the applicability of the jurisdiction of the International Court of Arbitration of the International Chamber of Commerce (ICC), Paris, and the London Court of International Arbitration (LCIA) in Nigeria. It analyses the legal basis for the recognition and enforcement of their jurisdiction under the Arbitration and Mediation Act 2023, the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention), and the principle of party autonomy. The paper posits that the jurisdiction of the ICC and LCIA is contractual rather than territorial, arising from the parties' agreement to submit disputes to arbitration under their respective institutional rules. Adopting a doctrinal research methodology, the paper examined relevant statutes, judicial decisions, international conventions, institutional arbitration rules, and scholarly works. The paper identified key challenges affecting the effective application of ICC and LCIA jurisdiction in Nigeria, including the high cost of institutional arbitration, among others. The study concluded that Nigeria possesses a vibrant legal framework that supports the application of ICC and LCIA arbitration. The paper recommended that strengthening of judicial capacity,

* LLB (Hons), LL.M, PhD, Barrister at Law and Professor of Law, Faculty of Law, Baze University, Abuja. Former Dean of Law, Faculty of Law, Redeemer's University, Ede, Osun State, Nigeria. Former Dean of Law, School of Law, Kampala International University, Uganda and Former Deputy Director of Academics, Nigerian Law School. Email Address: profobakinola77@gmail.com, omoniyi.akinola@bazeuniversity.edu.ng

improving the efficiency of enforcement proceedings, and maintaining a consistent pro-arbitration approach are essential to enhancing investor confidence and positioning Nigeria as a leading arbitration-friendly jurisdiction in Africa.

Keywords: International Commercial Arbitration, International Chamber of Commerce (ICC), London Court of International Arbitration (LCIA), Arbitration and Mediation Act 2023, Party Autonomy, New York Convention, Recognition and Enforcement of Arbitral Awards

1.0 INTRODUCTION

As international business relationships become complex, commercial parties often prefer arbitration administered by internationally recognised arbitral institutions rather than relying on the judicial systems of either contracting party.[1] Among the most prominent arbitral institutions in the world are the International Chamber of Commerce (ICC) International Court of Arbitration**,** headquartered in Paris, France, and the London Court of International Arbitration (LCIA)**,** based in London, England[2]. These institutions have established global reputations for administering complex commercial disputes involving multinational corporations, governments, financial institutions and international investors. Their arbitration rules are widely adopted in commercial contracts because they promote procedural fairness, efficiency, neutrality and certainty in dispute resolution.[3]

It is important to note that, despite their names, neither the ICC International Court of Arbitration nor the London Court of

[1] Julian DM Lew, Loukas Mistelis and Stefan Kröll, *Comparative International Commercial Arbitration* (Kluwer Law International 2003, Netherlands)
[2] International Chamber of Commerce, *ICC Arbitration Rules 2021* (ICC Publication No 892, 2021); London Court of International Arbitration, *LCIA Arbitration Rules 2020*.
[3] Margaret L Moses, *The Principles and Practice of International Commercial Arbitration* (4th edn, CUP 2024) 14.

International Arbitration is not a court of law in the judicial sense. Rather, they are independent arbitral institutions that administer arbitration proceedings in accordance with their respective arbitration rules[4]. The actual adjudication of disputes is undertaken by arbitral tribunals appointed by or with the assistance of these institutions. This distinction is fundamental to understanding their role within the framework of international commercial arbitration and their interaction with national legal systems, including Nigeria[5]. Nigeria's increasing integration into the global economy has led to a corresponding rise in international commercial transactions involving foreign investors and multinational corporations. The preference for these institutions is attributable to their neutrality, international credibility, experienced arbitrators, sophisticated procedural rules and the supportive legal environments in France and England[6].

The legal recognition of international arbitration in Nigeria has undergone considerable development over the years. Nigeria is a party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention) and has enacted the Arbitration and Mediation Act 2023, which repealed the Arbitration and Conciliation Act and modernised the country's arbitration framework [7]. The 2023 Act adopts several principles of the UNCITRAL Model Law on International Commercial Arbitration, reinforces party autonomy, limits unnecessary judicial intervention and strengthens the legal framework for the recognition and enforcement of foreign arbitral awards [8]. Despite these legislative developments, the application of the Paris and London arbitral institutions in Nigeria continues to raise significant legal and practical

[4] Emmanuel Gaillard and John Savage (eds), *Fouchard Gaillard Goldman on International Commercial Arbitration* (Kluwer Law International 1999) 104.
[5] Julian DM Lew, Loukas A Mistelis and Stefan M Kröll, *Comparative International Commercial Arbitration* (Kluwer Law International 2003) 84.
[6] Ibid
[7] Convention on the Recognition and Enforcement of Foreign Arbitral Awards (adopted 10 June 1958, entered into force 7 June 1959) 330 UNTS 3 (New York Convention); Arbitration and Mediation Act 2023.
[8] UNCITRAL Model Law on International Commercial Arbitration 1985 (as amended in 2006); Arbitration and Mediation Act 2023, ss 67.

issues. Questions frequently arise concerning the recognition and enforcement of arbitral awards, the extent of judicial intervention, the operation of the public policy exception, the relationship between the courts of the arbitral seat and Nigerian courts, and the distinction between setting aside an arbitral award and refusing its enforcement[9]. These issues have generated considerable judicial and academic debate, particularly in light of Nigeria's aspiration to position itself as a leading arbitration-friendly jurisdiction in Africa[10].

The role of Nigerian courts in relation to ICC and LCIA arbitrations is especially significant. While Nigerian courts generally recognise and enforce foreign arbitral awards in accordance with domestic legislation and international treaty obligations, they must also balance respect for party autonomy with the need to safeguard public policy and ensure procedural fairness.[11] Judicial decisions have increasingly reflected a pro-arbitration approach, although challenges relating to delays, inconsistent interpretation of statutory provisions and misconceptions regarding the supervisory powers of Nigerian courts over foreign-seated arbitrations continue to arise.[12]

This paper therefore juxtaposes the application of the Paris and London arbitration institutions in Nigeria by analysing the legal principles governing their operation, the institutional mechanisms through which they function, and the statutory framework regulating the recognition and enforcement of arbitral awards in Nigeria. It further evaluates the extent to which Nigerian courts support international commercial arbitration, identifies the practical challenges affecting the application of ICC and LCIA arbitration in Nigeria, and proposes measures for strengthening Nigeria's arbitration regime in line with international best practices.

---

[9] Ibid

[10] Fabian Ajogwu, *Commercial Arbitration in Nigeria* (2nd edn, Centre for Commercial Law Development 2017) 111.

[11] Arbitration and Mediation Act 2023, pt III; New York Convention arts III–V.

[12] *Mekwunye v Emirates Airlines* [2019] 9 NWLR (Pt 1677) 191; *Statoil (Nig) Ltd v NNPC* [2013] 14 NWLR (Pt 1373) 1.

2.0 CONCEPTUAL CLARIFICATION

2.1 Arbitration:

According to Halsbury's Law of England, "arbitration is the reference of a dispute or difference between not less than two parties for determination after judicially hearing both sides, by a person or persons other than in a court of competent jurisdiction." [13] it is sufficient to say that, unlike other forms of ADR, arbitration is more binding on the parties and enforceable in law. The Arbitration and Mediation Act 2023 does not provide a comprehensive statutory definition of arbitration. Instead, the Act proceeds on the assumption that arbitration is a consensual process governed by an arbitration agreement entered into by parties. The existence of such an agreement constitutes the foundation of every arbitral proceeding.[14]

Blackaby et al define arbitration as: "a private process whereby parties agree that disputes between them shall be decided by one or more arbitrators whose decision they agree to accept as binding."[15] Similarly, Born describes arbitration as: "a consensual mechanism for the final determination of disputes by independent adjudicators selected directly or indirectly by the parties, producing an enforceable award."[16]

Moses defines arbitration as a consensual process in which disputing parties submit their disagreement to a neutral decision-maker whose award is intended to be final and enforceable.[17] She observes that arbitration has become the preferred mechanism for resolving international commercial disputes because it provides neutrality,

---

[13] Halsburys laws of england, 3rd edition, vol. 2 see also Marshal, E. Gill: the law of Arbitration (Sweet & Maxwell, London 2001)

[14] Arbitration and Mediation Act 2023, s 2

[15] Nigel Blackaby, Constantine Partasides, Alan Redfern and Martin Hunter, *Redfern and Hunter on International Arbitration* (7th edn, OUP 2022) 2.

[16] Gary B Born, *International Commercial Arbitration* (3rd edn, Kluwer Law International 2021) 6.

[17] Margaret L Moses, *The Principles and Practice of International Commercial Arbitration* (4th edn, Cambridge University Press 2024) 8.

flexibility, confidentiality, procedural efficiency and international enforceability advantages that are often unavailable in domestic litigation.[18]

2.2 International Commercial Arbitration

International commercial arbitration refers to arbitration involving commercial transactions possessing an international element. Such internationality may arise because the parties are domiciled in different countries, the contract is performed across national borders, the place of arbitration differs from the parties' residence, or the dispute substantially affects international trade.

Article 1 of the UNCITRAL Model Law recognises arbitration as international where: The parties have their places of business in different States, The place of arbitration is situated outside the State in which the parties conduct business,The place of performance lies outside the State of the parties, The dispute concerns more than one country.[19] International commercial arbitration occupies a unique position because it operates independently of national court systems while still relying upon domestic legal systems for recognition and enforcement of awards.

2.3 Institutional Arbitration

Institutional arbitration refers to arbitration administered by a permanent arbitral institution operating under pre-established procedural rules. Unlike ad hoc arbitration, where parties themselves organise the arbitral process, institutional arbitration benefits from administrative support provided by specialised arbitration centres.

An institutional arbitration is one in which a specialised institution intervenes and takes on the role of administering the arbitration process. Each institution has its own set of rules which provide a framework for the arbitration, and its own form of administration to

[18] Ibid
[19] UNCITRAL Model Law on International Commercial Arbitration 1985 (as amended in 2006), art 1

assist in the process.[20] In institutional arbitration the parties agree to submit disputes to a named arbitral institution whose rules govern procedure and whose secretariat provides administrative services (including arbitrator appointment procedures, cost management, and logistical support); by contrast, ad hoc arbitration is managed directly by the parties and the tribunal, who must agree the procedural rules, timetable, and appointment mechanism themselves (often relying on default rules such as UNCITRAL or the law of the seat).[21]

3.0 THEORETICAL FRAME WORK

3.1 Party Autonomy Theory

Party Autonomy Theory is universally recognised as the cornerstone of modern international commercial arbitration. It is founded on the principle that parties to a commercial transaction possess the legal freedom to determine how disputes arising from their contractual relationship will be resolved. This freedom allows parties to choose arbitration instead of litigation and to regulate the fundamental aspects of the arbitral process, including the arbitral institution, the seat of arbitration, the governing substantive law, the procedural rules, the language of the proceedings and the appointment of arbitrators.[22]

In the context of international commercial arbitration, party autonomy enables parties from different jurisdictions to avoid the perceived bias, inconvenience or unfamiliarity associated with litigating before the domestic courts of either contracting party[23]. Thus, a Nigerian company contracting with a French or British company may agree that disputes shall be resolved under the ICC Arbitration Rules with Paris as the seat of arbitration or under the LCIA Arbitration Rules with London as the seat. Such agreements reflect the parties' confidence in

---

[20] (Institutional vs. 'ad hoc' arbitration)accessed 14th july 2026

[21] SCC Guide to Dispute Resolution: Institutional vs Ad hoc Aebitration published 25th November 2025

[22] Gary B Born, *International Commercial Arbitration* (3rd edn, Kluwer Law International 2021) vol 1, 88.

[23] Julian DM Lew, Loukas A Mistelis, *Comparative International Commercial Arbitration* (Kluwer Law International 2003) 77.

the neutrality, expertise and procedural efficiency of those institutions[24].

3.2 Delocalisation Theory

This theory proposes generally that arbitration is *Sui Generis* and cannot be automatically subject to the principle of contract as espoused by contract theorists.[25] In the 1980s, the theory of delocalisation emerged on the argument that parties choose a neutral place (seat) of arbitration where neither party has their presence, which is convenient for them; therefore, international commercial arbitration must be a-national arbitration, stateless. It should not be confined by the local law of the place where the arbitration occurs[26].

Paulsson argued that the effectiveness of international arbitration depends upon its ability to function independently of unnecessary national court interference. He maintains that the legitimacy of arbitration derives from the parties' consent and from the international recognition accorded to arbitral awards under treaties such as the New York Convention. According to Paulsson, excessive localisation undermines the commercial objectives of arbitration by exposing parties to inconsistent national legal systems[27].

Notwithstanding its advantages, the Delocalisation Theory has attracted significant criticism. Opponents argue that arbitration cannot exist entirely outside domestic legal systems because arbitral tribunals lack coercive powers. Arbitrators cannot compel witnesses to attend proceedings, enforce interim measures, or execute arbitral awards without the assistance of national courts. Likewise, the recognition and

[24] Margaret L Moses, *The Principles and Practice of International Commercial Arbitration* (4th ed, Cambridge University Press 2024) 34.
[25] Alexander Belohlavek, 'The Legal Nature of International Arbitration and the Effects of Conflicts Between Legal Cultures' in (2011) 2 Law Legal Journal of Ukraine 18.
[26] Delocalisation and Territorial Approach in International Commercial Arbitration by Vishal Babasaheb Ranaware
[27] Jan Paulsson, *The Idea of Arbitration* (Oxford University Press 2013) 65; Jan Paulsson, 'Delocalisation of International Commercial Arbitration: When and Why It Matters' (1983) 32 *International and Comparative Law Quarterly* 53.

enforcement of arbitral awards ultimately depend upon domestic legislation and judicial cooperation. Consequently, critics maintain that arbitration necessarily remains connected to the legal system of the seat and cannot be completely detached from State authority[28].

Within the Nigerian context, the Delocalisation Theory is particularly relevant to arbitrations administered by the ICC International Court of Arbitration and the London Court of International Arbitration. Where Nigerian parties agree that disputes shall be resolved under the ICC Rules with Paris as the seat, or under the LCIA Rules with London as the seat, they demonstrate an intention to remove their disputes from the direct supervision of Nigerian courts and to submit them to a neutral international arbitral process. Nevertheless, Nigerian courts retain an important role in recognising and enforcing foreign arbitral awards under the Arbitration and Mediation Act 2023 and the New York Convention. Thus, while Nigerian law respects the autonomy of international arbitration, it also recognises that the effectiveness of arbitral awards ultimately depends upon judicial recognition and enforcement[29].

4.0 LEGAL AND INSTITUTIONAL FRAMEWORK

The legal and institutional framework for the application of the Paris and London arbitration institutions in Nigeria consists of the domestic laws governing arbitration, international conventions binding on Nigeria, model laws that have influenced Nigerian arbitration legislation, and the institutional rules of the ICC and LCIA.

4.1 Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention)

The Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958, popularly known as the New York Convention, is widely regarded as the cornerstone of modern international commercial arbitration. Adopted on 10 June 1958 under the auspices

[28] Julian DM Lew and Stefan M Kröll, *Comparative International Commercial Arbitration* (Kluwer Law International 2003) 79.
[29] Arbitration and Mediation Act 2023, pts II and III; Convention on the Recognition and Enforcement of Foreign Arbitral Awards Art. III.

of the United Nations, the Convention entered into force on 7th June 1959 and currently enjoys widespread global acceptance, making it one of the most successful international commercial treaties ever adopted[30].

Nigeria acceded to the Convention on 17 March 1970, thereby undertaking to recognise written arbitration agreements and to enforce foreign arbitral awards made in other Contracting States, subject only to the limited grounds for refusal prescribed by Article V of the Convention[31]. These obligations are reflected in the Arbitration and Mediation Act 2023, which incorporates the Convention into Nigerian law.

The significance of the New York Convention to the application of the ICC and LCIA in Nigeria cannot be overstated. Awards rendered in Paris under the ICC Arbitration Rules or in London under the LCIA Arbitration Rules are enforceable in Nigeria because they qualify as foreign arbitral awards under the Convention and vice versa.

Article II of the Convention obliges courts of Contracting States to recognise arbitration agreements and to refer parties to arbitration where they have agreed to resolve disputes by arbitration. This provision reinforces the doctrine of party autonomy by requiring national courts to respect valid arbitration agreements rather than entertaining proceedings commenced in breach of such agreements[32].

Article V of the Convention provides exhaustive grounds upon which recognition and enforcement may be refused. These include incapacity of a party, invalidity of the arbitration agreement, denial of due process, excess of jurisdiction, procedural irregularity, non-arbitrability of the dispute, and inconsistency with the public policy of the enforcing State. Importantly, courts are not permitted to review the

---

[30] Convention on the Recognition and Enforcement of Foreign Arbitral Awards (adopted 10 June 1958, entered into force 7 June 1959) 330 UNTS 3.
[31] Arbitration and Mediation Act 2023.
[32] New York Convention 1958, art II.

merits of the arbitral award.[33] This limitation preserves the finality and efficiency of arbitration.

The Convention has therefore played a pivotal role in enhancing investor confidence by ensuring that arbitral awards rendered under the auspices of the ICC and LCIA can be enforced across national boundaries with minimal judicial interference.

4.2 UNCITRAL Model Law on International Commercial Arbitration

The UNCITRAL Model Law on International Commercial Arbitration**,** adopted by the United Nations Commission on International Trade Law in 1985 and amended in 2006, represents one of the most influential legal instruments in the harmonisation of international arbitration law.[34]

Unlike the New York Convention, the Model Law is not a treaty. Rather, it serves as a legislative template that States may adopt wholly or with modifications in reforming their domestic arbitration laws. Nigeria's Arbitration and Mediation Act 2023 is substantially modelled on the UNCITRAL Model Law, thereby aligning Nigerian arbitration law with internationally accepted standards.

The Model Law introduces several fundamental principles that facilitate the application of ICC and LCIA arbitration in Nigeria. These include: party autonomy in determining arbitral procedures, the doctrine of competence-competence, which empowers arbitral tribunals to determine their own jurisdiction, the doctrine of separability, under which an arbitration clause is treated as legally independent of the principal contract, limited judicial intervention in arbitral proceedings, recognition of interim measures granted by arbitral tribunals, equal treatment of parties and procedural fairness.

---

[33] Ibid

[34] UNCITRAL Model Law on International Commercial Arbitration 1985 (as amended in 2006).

The influence of the Model Law is evident throughout the Arbitration and Mediation Act 2023, particularly in provisions concerning arbitration agreements, appointment of arbitrators, challenge procedures, interim measures, recognition of awards, and judicial assistance to arbitration.

For Nigerian parties selecting ICC or LCIA arbitration, the Model Law promotes predictability by ensuring that arbitration legislation in Nigeria closely resembles that of many leading arbitration jurisdictions, including Singapore, Hong Kong, Canada, and Australia[35].

4.3 ICC Arbitration Rules 2021

The ICC Arbitration Rules 2021 constitute the principal procedural framework governing arbitrations administered by the International Chamber of Commerce (ICC) International Court of Arbitration, headquartered in Paris. The current Rules came into force on 1 January 2021, replacing the 2017 Rules, to improve efficiency, flexibility, transparency, and responsiveness to developments in international commercial arbitration. Although the Rules are contractual rather than statutory in nature, they derive binding legal force from the parties' arbitration agreement. Once parties agree that disputes shall be resolved under the ICC Arbitration Rules, the Rules become an integral part of their contract and govern the conduct of the arbitral proceedings.[36]

Unlike national arbitration legislation, which establishes the legal framework within which arbitration operates, the ICC Rules regulate the procedural administration of arbitration from commencement to the issuance and scrutiny of the final award. They therefore complement the *lex arbitri* [37] and operate alongside applicable domestic arbitration legislation such as Nigeria's Arbitration and

[35] Gary B Born, *International Commercial Arbitration* (3rd edn, Kluwer Law International 2021) 189.
[36] International Chamber of Commerce, *ICC Arbitration Rules* (2021).
[37] The law of the seat of arbitration

Mediation Act 2023 or, where Paris is the seat of arbitration, the relevant provisions of the French Code of Civil Procedure.[38]

The ICC International Court of Arbitration should not be confused with a judicial court. Despite its nomenclature, it neither hears evidence nor determines disputes on their merits. Rather, it serves as an administrative body responsible for supervising arbitral proceedings, appointing or confirming arbitrators where necessary, scrutinising draft awards, determining arbitrators' fees, and ensuring compliance with the ICC Rules. The substantive resolution of disputes remains the exclusive responsibility of the arbitral tribunal appointed by the parties or by the ICC Court.[39]

The ICC Rules regulate virtually every stage of the arbitral process. Among their principal provisions are: commencement of arbitration through a Request for Arbitration, constitution and confirmation of the arbitral tribunal, appointment, replacement, and challenge of arbitrators, determination of the seat and language of arbitration, case management conferences and procedural timetables, emergency arbitration before the constitution of the tribunal, expedited procedure for qualifying disputes, interim and conservatory measures, production of documentary and expert evidence, hearings, including virtual hearings, scrutiny of draft awards, correction, interpretation, and additional awards and allocation of arbitration costs and legal expenses.

These provisions are intended to ensure that proceedings are conducted efficiently while preserving procedural fairness, equality of treatment, and due process. The ICC Arbitration Rules have assumed increasing importance within Nigeria owing to the growth of cross-border commercial transactions involving multinational corporations, financial institutions, and governmental agencies. High-value contracts relating to petroleum exploration, liquefied natural gas projects, construction, public-private partnerships, telecommunications, aviation,

[38] ICC Arbitration Rules 2021, art 34.
[39] Claudia Salomon and others, *ICC Arbitration in Practice* (2nd edn, Kluwer Law International 2021) 1

maritime transport, and international finance frequently designate ICC arbitration as the preferred dispute resolution mechanism.

The attractiveness of the ICC Rules to Nigerian parties lies in several factors. First, they provide internationally recognised procedural standards capable of enhancing investor confidence. Secondly, the Rules ensure neutrality by allowing parties to appoint independent arbitrators possessing specialised expertise. Thirdly, the scrutiny of awards contributes to their enforceability under the New York Convention. Finally, the Rules provide sufficient procedural flexibility to accommodate the unique commercial realities of complex international transactions while remaining consistent with Nigeria's Arbitration and Mediation Act 2023[40].

Accordingly, the ICC Arbitration Rules constitute an indispensable component of the international legal framework governing the application of institutional arbitration in Nigeria. Their continued use in commercial contracts involving Nigerian parties reflects the country's increasing integration into the global system of international commercial dispute resolution.

4.4 LCIA Arbitration Rules 2020

The London Court of International Arbitration (LCIA) Arbitration Rules 2020 constitute the principal procedural framework governing arbitrations administered by the London Court of International Arbitration. Like the ICC Arbitration Rules, the LCIA Rules are contractual rather than statutory instruments. Their legal force derives from the parties' agreement to submit disputes to arbitration under the auspices of the LCIA. Once incorporated into an arbitration clause or a post-dispute arbitration agreement, the Rules become binding upon the parties and govern the conduct of the arbitral proceedings from commencement to the delivery of the final award.[41]

---

[40] Gary B Born, *International Commercial Arbitration* (3rd edn, Kluwer Law International 2021) 225.
[41] London Court of International Arbitration, *LCIA Arbitration Rules* (2020).

Over the years, LCIA Rules has earned an international reputation for administering complex, high-value commercial disputes with efficiency, neutrality, and procedural flexibility. The 2020 Rules represent a significant revision of the 2014 Rules and were introduced to reflect developments in international arbitration practice, technological innovation, and the increasing need for efficient dispute resolution in cross-border commercial transactions.[42]

Unlike domestic arbitration statutes, which establish the legal framework within which arbitration operates, the LCIA Rules regulate the internal administration of arbitral proceedings. They function alongside the *lex arbitri*, which is ordinarily the law of the seat of arbitration. Consequently, where London is designated as the seat of arbitration, the proceedings are governed procedurally by both the LCIA Rules 2020 and the Arbitration Act 1996 (United Kingdom). Where parties choose another seat while retaining LCIA administration, the mandatory provisions of the law of that seat apply together with the LCIA Rules.[43]

The Rules regulate virtually every procedural aspect of arbitration, Collectively, these provisions seek to ensure that arbitral proceedings remain fair, expeditious, and cost-effective while preserving the fundamental principles of natural justice and party autonomy. The LCIA Arbitration Rules have acquired particular importance in Nigeria because London has historically served as one of the preferred seats of arbitration for contracts involving Nigerian governmental agencies, multinational corporations, financial institutions, and foreign investors. Major commercial agreements in the Nigerian oil and gas sector, banking industry, construction projects, shipping transactions, aviation contracts, telecommunications infrastructure, and public-private partnerships frequently designate LCIA arbitration owing to its neutrality, procedural sophistication, and international enforceability.

---

[42] LCIA, *LCIA Arbitration Rules 2020: Introduction* (2020); Nigel Blackaby, Constantine Partasides, Alan Redfern and Martin Hunter, *Redfern and Hunter on International Arbitration* (7th edn, Oxford University Press 2022) 94.

[43] Arbitration Act 1996 (UK); Gary B Born, *International Commercial Arbitration* (3rd edn, Kluwer Law International 2021) 218.

The prominence of the LCIA within Nigerian commercial practice was vividly illustrated by the Process & Industrial Developments Ltd (P&ID) v Federal Republic of Nigeria arbitration, conducted in London. Although the award was subsequently challenged before the English High Court on grounds of fraud and serious irregularity, the litigation demonstrated the enormous practical significance of LCIA arbitration in disputes involving Nigerian parties and underscored the importance of carefully drafted arbitration agreements and effective governmental contract management.[44]

The LCIA Rules therefore constitute an indispensable component of the international legal framework governing institutional arbitration in Nigeria. Their procedural flexibility, emphasis on tribunal independence, technological innovations, and compatibility with international arbitration standards have reinforced London's position as one of the world's leading arbitral centres and continue to influence the resolution of international commercial disputes involving Nigerian parties.

5.0 DOMESTIC LEGAL FRAMEWORK GOVERNING THE APPLICATION OF THE PARIS AND LONDON ARBITRATION INSTITUTIONS IN NIGERIA

The application of the International Chamber of Commerce (ICC) International Court of Arbitration and the London Court of International Arbitration (LCIA) in Nigeria is primarily facilitated by Nigeria's domestic legal framework. While international conventions such as the New York Convention and the UNCITRAL Model Law provide the international foundation for arbitration, it is domestic legislation that gives legal effect to arbitration agreements, regulates judicial intervention, and governs the recognition and enforcement of foreign arbitral awards within Nigeria.

[44] ibid

i. Constitution of the Federal Republic of Nigeria, 1999

Although the Constitution does not specifically regulate arbitration, it provides the constitutional foundation for the administration of justice and the exercise of judicial powers in Nigeria. Section 6 vests judicial powers in the courts established by the Constitution, while recognising that courts may exercise supervisory functions over arbitral proceedings where authorised by statute. [45] Furthermore, the constitutional guarantee of ***fair hearing*** under section 36 has significant implications for arbitration. Nigerian courts may refuse recognition or enforcement of an arbitral award where the arbitral proceedings were conducted in a manner that violated the principles of natural justice, including the right of a party to be heard[46]. Thus, while arbitration is founded upon party autonomy, constitutional principles continue to influence judicial review of arbitral proceedings.

ii. Arbitration and Mediation Act 2023

The Arbitration and Mediation Act 2023 is the principal legislation regulating both domestic and international commercial arbitration in Nigeria. It repealed the Arbitration and Conciliation Act and introduced a modern legislative framework largely based on the UNCITRAL Model Law on International Commercial Arbitration (1985, as amended in 2006).[47]

The Act applies to arbitrations seated in Nigeria and, in certain respects, supports foreign-seated arbitrations, including those administered by the ICC and LCIA. It reflects internationally accepted principles while addressing the practical needs of commercial parties operating within Nigeria.

The AMA further provides that where legal proceedings are instituted in respect of a matter covered by a valid arbitration agreement, the court shall, upon the application of a party, refer the parties to

[45] Constitution of the Federal Republic of Nigeria 1999 (as amended), ss 6 and 36.
[46] Ibid
[47] Arbitration and Mediation Act 2023, Preamble; UNCITRAL Model Law on International Commercial Arbitration 1985 (as amended in 2006).

arbitration unless the agreement is null, void, inoperative, or incapable of being performed.[48]

This provision prevents parties from circumventing their contractual obligation to arbitrate by resorting to litigation. It also demonstrates the legislature's commitment to respecting arbitration agreements administered by institutions such as the ICC and LCIA. The Nigerian courts have consistently affirmed that parties who voluntarily choose arbitration should ordinarily be held to their bargain.

The Act expressly recognises the doctrine of **c**ompetence-competenc**e**, under which an arbitral tribunal possesses authority to determine its own jurisdiction, including objections concerning the existence or validity of the arbitration agreement.[49]

Closely related is the *doctrine of separabilit**y***, which provides that an arbitration clause shall be treated as independent of the principal contract. Consequently, even where the substantive contract is alleged to be invalid, rescinded, or terminated, the arbitration agreement may continue to exist for the purpose of resolving disputes concerning that contract. These doctrines are particularly important in ICC and LCIA arbitration because they prevent parties from frustrating arbitral proceedings through unfounded jurisdictional objections.

AMA 2023 incorporates Nigeria's obligations under the New York Convention and establishes procedures for the recognition and enforcement of foreign arbitral awards. Accordingly, awards rendered in Paris under the ICC Rules or in London under the LCIA Rules may be recognised and enforced by Nigerian courts, provided the statutory requirements are satisfied. The grounds upon which recognition may be refused are narrowly circumscribed and substantially mirror Article V of the New York Convention.[50] This framework enhances

[48] Arbitration and meditian Act 2023, s 5.
[49] Ibid, s 24 (competence-competence); see also UNCITRAL Model Law, art 16.
[50] Arbitration and Mediation Act 2023, Pt III (Recognition and Enforcement of Awards); Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958, art V.

commercial certainty by assuring foreign investors that arbitral awards obtained against Nigerian parties are capable of effective enforcement within Nigeria.

5.0 JUDICIAL ATTITUDE TOWARD THE APPLICATION OF LONDON AND PARIS COURTS OF ARBITRATION IN NIGERIA

Judicial decisions have played a crucial role in shaping Nigeria's arbitration jurisprudence and in promoting confidence in institutional arbitration. In *M.V. Lupex v Nigerian Overseas Chartering and Shipping Ltd* [51] , the Supreme Court affirmed that parties who voluntarily agree to arbitration should ordinarily be held to their contractual bargain and that courts should avoid unnecessary interference with arbitral proceedings.[52] Similarly, in Mekwunye v Emirates Airlines (2019) 9 NWLR (Pt 1677) 191 (SC), the Supreme Court reiterated the importance of respecting arbitration agreements and recognised arbitration as an effective mechanism for resolving commercial disputes.[53] In Statoil (Nigeria) Ltd v Nigerian National Petroleum Corporation (NNPC)2013) 14 NWLR (Pt 1373) 1 (CA), the courts emphasised the binding nature of arbitration clauses in commercial contracts involving sophisticated parties [54] . These decisions collectively demonstrate the increasingly pro-arbitration attitude of Nigerian courts.

6.0 LITERATURE REVIEW

Born, in his seminal work, *International Commercial Arbitration*, Born argues that international arbitration has emerged as the dominant mechanism for resolving transnational commercial disputes because it offers neutrality, procedural flexibility, and enforceability unavailable

[51] (2003) 15 NWLR (Pt 844) 469 (SC)
[52] *M.V. Lupex v Nigerian Overseas Chartering and Shipping Ltd* (2003) 15 NWLR (Pt 844) 469 (SC).
[53] *Mekwunye v Emirates Airlines* (2019) 9 NWLR (Pt 1677) 191 (SC).
[54] *Statoil (Nig) Ltd v Nigerian National Petroleum Corporation* (2013) 14 NWLR (Pt 1373) 1 (CA)

in many domestic court systems[55].Born's assertion that international arbitration has become the preferred mechanism for resolving cross-border commercial disputes is well-founded, particularly given the widespread acceptance of the New York Convention and the emphasis on party autonomy in modern arbitration practice. However, his position arguably presents an overly optimistic account of international arbitration by emphasizing its advantages while paying insufficient attention to its inherent challenges. In practice, international arbitration is frequently criticized for its escalating costs, lengthy proceedings, and procedural complexities, which increasingly resemble those of traditional litigation

Blackaby, Partasides, and others collectively authored *Redfern and Hunter on International Arbitration*, which remains one of the most influential texts in international arbitration scholarship.[56] The authors identify party autonomy as the foundational principle of arbitration, arguing that arbitration derives its legitimacy primarily from the parties' agreement rather than from state authority.[57] They contend that arbitration allows parties to exercise substantial control over dispute resolution procedures, including the selection of arbitrators, the seat of arbitration, the applicable law, and the institutional rules governing proceedings.[58] The authors further distinguish institutional arbitration from ad hoc arbitration, observing that institutional arbitration offers administrative support and procedural certainty which reduce the risk of procedural deadlock.[59] In their view, institutions such as the ICC and LCIA have contributed significantly to the professionalization and international acceptance of arbitration. A notable strength of their work lies in its comparative approach, which examines arbitration across multiple jurisdictions. However, the authors devote relatively limited attention to African jurisdictions, including Nigeria, thereby

[55] Gary B Born, *International Commercial Arbitration* (3rd edn, Kluwer Law International 2021) 3–15.
[56] Nigel Blackaby, Constantine Partasides, Alan Redfern and Martin Hunter, *Redfern and Hunter on International Arbitration* (7th edn, OUP 2022) 15.
[57] Ibid 6.
[58] Ibid 37
[59] Ibid 57.

leaving unresolved questions concerning the practical application of institutional arbitration within developing legal systems.

Gaillard's contribution to arbitration scholarship is particularly significant because of his development of the theory of the transnational legal order in international arbitration. In *Legal Theory of International Arbitration*, Gaillard argues that international arbitration should not be viewed solely through the lens of domestic legal systems.[60] According to Gaillard, international arbitration has evolved into an autonomous legal order possessing its own principles, norms, and enforcement mechanisms.[10] He maintains that the legitimacy of international arbitration derives not only from national law but also from the collective acceptance of arbitration within the international commercial community. Gaillard's theory is especially relevant to the ICC and LCIA because both institutions administer disputes involving parties from diverse legal traditions. His work suggests that international arbitration increasingly transcends national boundaries and operates as a genuinely international system of dispute resolution. Critics, however, argue that Gaillard's theory underestimates the continuing importance of national courts, particularly in relation to the enforcement and setting aside of arbitral awards. This criticism is particularly relevant in Nigeria, where judicial support remains essential to the effectiveness of arbitration.

Savage, writing alongside Emmanuel Gaillard in *Fouchard, Gaillard, Goldman on International Commercial Arbitration*,[61] Savage argues that arbitral institutions perform a critical role in ensuring procedural integrity and reducing the risk of arbitral inefficiency. He emphasizes that institutions such as the ICC contribute to the legitimacy of arbitration through administrative supervision, scrutiny of awards, and quality control mechanisms.[62] His analysis of the ICC's award scrutiny process is particularly relevant to the present study. According to

[60] Ibid

[61] Emmanuel Gaillard, *Legal Theory of International Arbitration* (Martinus Nijhoff 2010) 18.

[62] Ibid

Savage, the scrutiny of awards enhances enforceability by reducing procedural defects capable of undermining recognition proceedings before national courts.[63] Although Savage's work provides valuable insights into institutional arbitration, it focuses largely on European arbitration practice and does not specifically address the Nigerian experience.

Lew's in his work *The Comparative International Commercial Arbitration,* Lew examines the interaction between arbitration agreements, procedural autonomy, and national legal systems.[64] Lew argues that international arbitration derives much of its effectiveness from the willingness of national courts to support and enforce arbitration agreements.[65] He emphasizes that arbitration and national courts should not be viewed as competing systems but rather as complementary mechanisms of dispute resolution.

According to Lew, the effectiveness of institutions such as the ICC and LCIA depends heavily on the legal environment of the seat of arbitration and the jurisdiction in which enforcement is sought.[66] This observation is particularly relevant to Nigeria because the enforceability of ICC and LCIA awards ultimately depends upon the willingness of Nigerian courts to recognize and enforce such awards. Lew's analysis provides a useful framework for evaluating the interaction between Nigerian arbitration law and international institutional arbitration.

Mistelis has written extensively on comparative arbitration law and international commercial dispute resolution. Mistelis argues that globalization has transformed arbitration into the preferred mechanism for resolving international commercial disputes because it offers flexibility and neutrality unavailable within many national judicial

[63] Ibid
[64] Julian DM Lew, Loukas A Mistelis and Stefan M Kröll, *Comparative International Commercial Arbitration* (Kluwer Law International 2003) 3–25.
[65] Ibid 78.
[66] Ibid 85

systems.[67] He emphasizes the importance of harmonization initiatives such as the UNCITRAL Model Law and the New York Convention, which have reduced legal uncertainty and facilitated the growth of institutional arbitration.[68] Mistelis also highlights the increasing significance of arbitral institutions in promoting procedural consistency across jurisdictions. According to him, institutions such as the ICC and LCIA contribute to legal certainty by providing standardized procedural frameworks capable of operating across diverse legal traditions[69]. Nevertheless, Mistelis acknowledges that significant disparities continue to exist between developed and developing jurisdictions in terms of judicial support for arbitration. This observation is particularly relevant to Nigeria's evolving arbitration landscape.

Kröll has made significant contributions to the study of comparative arbitration law, institutional arbitration, and the harmonisation of international commercial dispute resolution. In *Comparative International Commercial Arbitration*, co-authored with Loukas A. Mistelis, Kröll argues that the success of international arbitration depends upon the convergence of domestic arbitration laws with internationally accepted standards.[70] Kröll contends that modern arbitration legislation should minimise judicial interference while ensuring that national courts retain sufficient supervisory powers to protect procedural fairness and the integrity of arbitral proceedings.[71] He observes that the widespread adoption of the UNCITRAL Model Law has contributed significantly to the harmonisation of arbitration laws, thereby reducing legal uncertainty for parties engaged in cross-border commerce.[72]

[67] Loukas A Mistelis, 'International Arbitration—Corporate Attitudes and Practices' (2006) 15 *American Review of International Arbitration* 525.
[68] Ibid 535.
[69] Loukas A Mistelis, 'Arbitration and Globalization' (2008) 14 *International Trade and Business Law Review* 1, 5.
[70] Julian DM Lew, Loukas A Mistelis and Stefan M Kröll, *Comparative International Commercial Arbitration* (Kluwer Law International 2003) 1–32.
[71] Ibid 96.
[72] Ibid 114.

With respect to institutional arbitration, Kröll argues that arbitral institutions such as the ICC and LCIA play an indispensable role in enhancing procedural certainty. Their established rules, experienced administrative bodies, and appointment mechanisms reduce the likelihood of procedural disputes that frequently arise in ad hoc arbitration. [73] He further notes that institutional arbitration is particularly beneficial in technically complex disputes involving multinational corporations, infrastructure projects, and international finance.Kröll's work is particularly relevant to Nigeria following the enactment of the Arbitration and Mediation Act 2023, which substantially reflects the UNCITRAL Model Law. His analysis provides a useful framework for assessing the extent to which Nigerian arbitration law aligns with international best practices. Nevertheless, his discussion pays relatively little attention to the practical challenges encountered by developing jurisdictions in implementing internationally recognised arbitration standards.

Paulsson is internationally recognised for his scholarship on arbitral jurisdiction, party autonomy, and the philosophical foundations of international arbitration. In *The Idea of Arbitration*, Paulsson argues that arbitration derives its legitimacy primarily from the consent of the parties rather than from the authority of the State. [74] According to Paulsson, arbitration represents an exercise of private adjudicatory authority in which parties voluntarily agree to substitute the jurisdiction of national courts with that of an independent arbitral tribunal. He maintains that this consensual foundation distinguishes arbitration from litigation and explains why party autonomy occupies a central position within international arbitration. [75] Paulsson also emphasises the importance of neutrality in cross-border commercial disputes. He argues that institutions such as the ICC and LCIA have achieved international prominence because they provide neutral forums capable of avoiding the perceived bias associated with

[73] Ibid 315
[74] Jan Paulsson, *The Idea of Arbitration* (Oxford University Press 2013 United Kingdom) 15.
[75] Ibid 17.

litigating disputes before the courts of one contracting party.[76] Another important aspect of Paulsson's scholarship concerns the finality of arbitral awards. He argues that excessive judicial review undermines the commercial objectives of arbitration by increasing delay, cost, and legal uncertainty. Consequently, courts should exercise restraint when reviewing arbitral awards and should intervene only in exceptional circumstances expressly recognised by law.[77]

Although Paulsson's theoretical analysis remains highly influential, critics have argued that his emphasis on arbitral autonomy may underestimate the continuing role of domestic courts in enforcing awards, particularly in jurisdictions where judicial intervention remains significant. This criticism has particular relevance for Nigeria, where effective judicial cooperation remains indispensable to the operation of institutional arbitration.

Moses has made significant contributions to arbitration scholarship through her influential text, *The Principles and Practice of International Commercial Arbitration*.[78] Moses argues that international commercial arbitration has become the preferred dispute resolution mechanism because it provides parties with neutrality, confidentiality, procedural flexibility, specialised expertise, and internationally enforceable awards. She maintains that these advantages explain the increasing preference of multinational corporations for institutional arbitration over litigation before domestic courts.[79] One of the notable strengths of Moses' work is her practical explanation of institutional arbitration. She distinguishes institutional arbitration from ad hoc arbitration by demonstrating how institutions such as the ICC and LCIA provide administrative support, procedural certainty, and established rules that minimise disputes concerning the conduct of proceedings.[80] Moses further discusses the interaction

[76] Ibid 57.
[77] Ibid 106
[78] Margaret L Moses, *The Principles and Practice of International Commercial Arbitration* (4th edn, Cambridge University Press 2024) 16.
[79] Ibid 29.
[80] Ibid 69.

between arbitral institutions and national courts, emphasising that successful arbitration requires judicial cooperation in matters such as interim measures, appointment of arbitrators, and enforcement of awards. She therefore rejects the misconception that arbitration operates entirely independently of domestic legal systems. While Moses' work provides an accessible and comprehensive overview of international commercial arbitration, it is primarily introductory in nature and does not engage extensively with the unique challenges confronting arbitration in African jurisdictions, including Nigeria.

Park is one of the leading scholars on international arbitration procedure and comparative dispute resolution. His writings focus particularly on arbitral jurisdiction, procedural fairness, and the relationship between arbitration and national courts.[81] Park argues that the legitimacy of arbitration depends upon maintaining an appropriate balance between party autonomy and judicial supervision. Although parties possess broad freedom to design arbitral procedures, national courts retain an essential supervisory function in ensuring procedural fairness and protecting the integrity of the arbitral process.[82] Park also examines the procedural advantages of institutional arbitration. He notes that institutions such as the ICC and LCIA reduce uncertainty by providing established procedural rules, experienced administrative personnel, and mechanisms for resolving procedural disputes. These institutional safeguards, according to Park, distinguish institutional arbitration from ad hoc arbitration, where procedural disagreements may substantially delay proceedings.[83]

Another important contribution of Park's scholarship concerns the importance of arbitrator independence and impartiality. He argues that the credibility of arbitration depends upon maintaining public confidence in the neutrality of arbitral tribunals and that arbitral institutions should continue strengthening mechanisms for identifying and preventing conflicts of interest.

---

[81] William W Park, *Arbitration of International Business Disputes: Studies in Law and Practice* (2nd edn, Oxford University Press 2012) 35.
[82] Ibid 172.
[83] Ibid 204.

Park's analysis is highly relevant to Nigeria because questions concerning arbitrator independence, procedural fairness, and judicial supervision frequently arise in applications relating to the recognition and enforcement of foreign arbitral awards.

Brekoulakis work explores the theoretical and practical foundations of arbitration agreements, particularly in complex commercial relationships involving multiple parties and multiple contracts.[84] Brekoulakis argues that the arbitration agreement constitutes the legal foundation of institutional arbitration. Without a valid arbitration agreement, neither the ICC nor the LCIA possesses jurisdiction to administer disputes between contracting parties. Consequently, careful drafting of arbitration clauses is essential to the effectiveness of institutional arbitration.[85] He further examines issues relating to the extension of arbitration agreements to non-signatories, consolidation of arbitral proceedings, joinder of additional parties, and interpretation of arbitration clauses. These issues have become increasingly significant in modern international commerce, particularly within multinational corporate groups and complex construction projects. Brekoulakis' scholarship is particularly relevant to Nigeria because poorly drafted arbitration clauses continue to generate jurisdictional disputes before arbitral tribunals and Nigerian courts. His work demonstrates that the effectiveness of ICC and LCIA arbitration depend not only upon the procedural rules of the institutions but also upon the quality of the arbitration agreement negotiated by the parties. Although Brekoulakis focuses primarily on doctrinal issues relating to arbitration agreements, his analysis offers valuable guidance for commercial practitioners drafting international contracts involving Nigerian parties.

Onyema in *International Commercial Arbitration and the Arbitrator's Contract*, Onyema examines the contractual relationship between

---

[84] Stavros Brekoulakis, *Third Parties in International Commercial Arbitration* (Oxford University Press 2010) 1–30.

[85] Ibid

arbitrators and disputing parties, arguing that the effectiveness and legitimacy of arbitration depend largely upon the independence, impartiality, and professional competence of arbitrators.[86] She maintains that institutional arbitration provides stronger safeguards for ensuring these standards than ad hoc arbitration because institutions such as the ICC and LCIA possess established procedures for appointing, challenging, and replacing arbitrators where circumstances threaten the integrity of proceedings. A recurring theme in Onyema's scholarship is the underrepresentation of African practitioners and institutions in international arbitration. She argues that although African States, including Nigeria, are increasingly involved in high-value international commercial disputes, arbitration clauses in major contracts continue to designate foreign institutions such as the ICC and LCIA as the preferred forums for dispute resolution.[87] According to Onyema, this practice reflects investor confidence in established international arbitral institutions but simultaneously limits the development of indigenous arbitral institutions and African arbitration jurisprudence.

Onyema further contends that the enactment of modern arbitration legislation, judicial support for arbitration, and institutional reforms are essential if African jurisdictions are to compete effectively with established arbitral centres such as Paris, London, Singapore, and Hong Kong.[88] Her analysis is particularly relevant to Nigeria following the enactment of the Arbitration and Mediation Act 2023, which substantially modernised the country's arbitration regime. Notwithstanding the breadth of Onyema's scholarship, relatively limited attention is devoted specifically to comparing the institutional practices of the ICC and LCIA or evaluating the extent of their practical application under Nigerian law. This paper seeks to bridge that gap by examining the operation of these institutions within the Nigerian legal and commercial environment.

---

[86] Onyema, *International Commercial Arbitration and the Arbitrator's Contract* (n 1) 42–88.
[87] Emilia Onyema, 'International Commercial Arbitration and Africa' (2015) 31 *Arbitration International* 1.
[88] Ibid

7.0 COMPARATIVE INSTITUTIONAL STRUCTURE AND GOVERNANCE OF THE ICC AND LCIA

The effectiveness of any arbitral institution depends not only upon the quality of its procedural rules but also upon its institutional structure and governance. A well-organised institution promotes procedural certainty, administrative efficiency, transparency, and confidence in the arbitral process. Although both the International Chamber of Commerce (ICC) International Court of Arbitration and the London Court of International Arbitration (LCIA) administer international commercial arbitrations, they differ significantly in their organisational design, governance mechanisms, and administrative philosophy.

i. Organisational Structure of the ICC

The ICC International Court of Arbitration was established in 1923 as an independent arbitral body operating under the auspure of the International Chamber of Commerce. Despite its designation as a "Court", it does not exercise judicial powers or determine disputes between parties. Rather, its principal function is to supervise arbitrations conducted under the ICC Arbitration Rules while ensuring consistency, procedural integrity, and administrative efficiency.[89] One of the defining characteristics of the ICC is its **award scrutiny mechanism**. Before an arbitral award is issued, it is reviewed by the ICC Court to identify procedural irregularities, inconsistencies, clerical errors, or drafting deficiencies that may jeopardise its enforceability[90]. Although the Court cannot dictate the tribunal's substantive decision, it may require modifications relating to form or reasoning where necessary to enhance the legal quality of the award.

The **ICC Secretariat**, headed by the Secretary General, manages the day-to-day administration of arbitration proceedings. Its

[89] ICC Arbitration Rules 2021, art 1; Nigel Blackaby, Constantine Partasides, Alan Redfern and Martin Hunter, *Redfern and Hunter on International Arbitration* (7th edn, Oxford University Press 2022) 47

[90] Emmanuel Gaillard and John Savage (eds), *Fouchard Gaillard Goldman on International Commercial Arbitration* (Kluwer Law International 1999) 924.

responsibilities include receiving Requests for Arbitration, monitoring procedural timelines, facilitating communication between parties and tribunals, organising hearings, and providing administrative support throughout the proceedings. [91] The Secretariat's active case management has contributed significantly to the ICC's reputation for efficiency and procedural consistency. For parties unfamiliar with arbitration, particularly those from jurisdictions with limited arbitration experience, this institutional guidance reduces procedural uncertainty and enhances confidence in the arbitral process.

ii. Organisational Structure of the LCIA

The London Court of International Arbitration operates under a governance structure that differs considerably from that of the ICC. Like the ICC, the LCIA is not a judicial court but an independent arbitral institution responsible for administering arbitration proceedings under its own Arbitration Rules[92]. Unlike the ICC Court, however, the LCIA Court does not scrutinise draft arbitral awards before they are issued. Instead, it relies upon the professional competence and independence of arbitral tribunals to produce legally sound awards.[93]

Administrative responsibilities are performed by the Registrar and the LCIA Secretariat, which manage communications between parties and tribunals, monitor procedural compliance, collect administrative fees, and facilitate the overall conduct of arbitration proceedings.The LCIA's governance philosophy reflects the traditions of English arbitration practice, which place considerable emphasis upon tribunal autonomy and minimal institutional interference. Consequently, once an arbitral tribunal has been constituted, the institution generally intervenes only where expressly required under the Rules.

[91] Ibid

[92] LCIA Arbitration Rules 2020, Introduction.

[93] Margaret L Moses, *The Principles and Practice of International Commercial Arbitration* (4th edn, Cambridge University Press 2024) 81.

iii. Appointment and Confirmation of Arbitrators

The appointment of impartial and competent arbitrators is fundamental to the legitimacy of arbitration. Both the ICC and LCIA recognise party autonomy by permitting parties to nominate arbitrators. Nevertheless, the two institutions differ in the degree of institutional oversight exercised during the appointment process. Under the ICC Rules, party nominations are ordinarily subject to confirmation by the ICC Court. Where the Court considers that a nominated arbitrator lacks independence, impartiality, availability, or appropriate qualifications, it may refuse confirmation and require a fresh nomination[94]. This additional layer of institutional review is intended to preserve the integrity and credibility of arbitral proceedings.

By contrast, under the LCIA Rules, appointments are generally made directly by the LCIA Court whenever parties fail to agree upon tribunal composition or where the applicable arbitration agreement so provides. Although the LCIA carefully considers questions of independence and impartiality, its procedures are generally regarded as more flexible and less bureaucratic than those of the ICC. For Nigerian parties involved in complex international transactions, both systems provide significant safeguards. However, parties seeking greater institutional oversight may favour the ICC, whereas those prioritising procedural flexibility may prefer the LCIA.

8.0 THE APPLICABILITY OF THE JURISDICTION OF THE ICC AND LCIA TO NIGERIA

The jurisdiction of the International Court of Arbitration of the International Chamber of Commerce (ICC) in Paris and the London Court of International Arbitration (LCIA) in London is not territorial in nature but contractual and consensual. Unlike Nigerian courts, whose jurisdiction is conferred by the Constitution and statutes, the jurisdiction of these arbitral institutions derives solely from the agreement of the parties. Consequently, the ICC and LCIA cannot assume jurisdiction over disputes involving Nigerian parties unless the parties have expressly incorporated either the ICC Arbitration Rules or

[94] Ibid

the LCIA Arbitration Rules into their contract through a valid arbitration agreement. This contractual basis of jurisdiction reflects one of the cardinal principles of international commercial arbitration party autonomy.[95]

The principle of party autonomy permits parties to an international commercial contract to determine not only whether disputes should be resolved by arbitration but also the institution that will administer the arbitration, the procedural rules to govern the proceedings, the seat of arbitration, the applicable substantive law, the language of the proceedings, and the qualifications or number of arbitrators. Nigerian law recognizes this principle as fundamental to arbitration. AMA 2023 expressly provides that parties are free to determine the rules applicable to arbitral proceedings, thereby giving statutory recognition to institutional arbitration administered by bodies such as the ICC and LCIA.[96]

The practical implication is that where Nigerian parties or a Nigerian party and a foreign investor agree that disputes arising from their contract shall be determined under the ICC Rules or the LCIA Rules, Nigerian courts are under a legal obligation to respect that agreement. If one of the parties subsequently institutes proceedings before a Nigerian court in breach of the arbitration clause, the court may stay the proceedings and compel the parties to honour their contractual obligation to arbitrate. This judicial deference to arbitration agreements underscores Nigeria's pro-arbitration policy and its commitment to respecting freedom of contract in commercial transactions.[97]

Furthermore, the jurisdiction of the ICC and LCIA is applicable in Nigeria because Nigeria has adopted an internationally harmonized arbitration regime through the Arbitration and Mediation Act 2023, which substantially incorporates the principles of the UNCITRAL

[95] Ibid
[96] Arbitration and Mediation Act 2023, ss 2, 6, 55 and 56.
[97] Arbitration and Mediation Act 2023; UNCITRAL Model Law on International Commercial Arbitration (1985, as amended in 2006).

Model Law on International Commercial Arbitration. The Act recognizes both domestic and international arbitration and places institutional arbitration on the same legal footing as ad hoc arbitration. It therefore enables Nigerian parties to designate foreign arbitral institutions such as the ICC and LCIA without offending Nigerian law. The Act also limits judicial intervention in arbitral proceedings except where expressly permitted by statute, thereby preserving the independence and effectiveness of institutional arbitration.

The applicability of ICC and LCIA jurisdiction in Nigeria is also reflected in the role played by Nigerian courts in supporting, rather than supervising, international arbitration. Although Nigerian courts do not exercise supervisory jurisdiction over arbitrations seated in London or Paris, they perform several supportive functions that facilitate the effectiveness of ICC and LCIA proceedings. These include staying court proceedings commenced in breach of arbitration agreements, granting interim measures in appropriate circumstances, recognizing and enforcing foreign arbitral awards, and refusing enforcement only on the limited grounds recognized under the Arbitration and Mediation Act 2023 and the New York Convention. In this respect, Nigerian courts act as complementary institutions that reinforce rather than undermine the jurisdiction of international arbitral tribunals.[98]

8.1 Critical Comparative Evaluation

From an institutional perspective, neither the ICC nor the LCIA can be regarded as universally superior. Rather, each institution reflects a distinct philosophy of arbitration administration. The ICC prioritises institutional supervision, procedural consistency, and quality assurance. Its active management of arbitral proceedings is particularly advantageous where disputes are legally complex, involve multiple parties, or require extensive procedural coordination. The LCIA prioritises flexibility, efficiency, and tribunal autonomy. Its

[98] Convention on the Recognition and Enforcement of Foreign Arbitral Awards (adopted 10 June 1958, entered into force 7 June 1959) 330 UNTS 3 (New York Convention); Arbitration and Mediation Act 2023, pt III.

comparatively streamlined administrative structure may reduce costs and procedural complexity while preserving the independence of arbitral tribunals. For Nigerian parties engaged in international commerce, the choice of institution should therefore be informed by the nature of the transaction, the anticipated complexity of the dispute, the value of the claim, and the parties' preference for either greater institutional oversight or greater procedural autonomy.

9.0 SUMMARY OF FINDINGS

This paper examined the scope of the application of the Paris and London arbitration institutions in Nigeria, with particular emphasis on the International Chamber of Commerce (ICC) International Court of Arbitration and the London Court of International Arbitration (LCIA). The study found that both institutions occupy a central position in the resolution of international commercial disputes involving Nigerian parties, particularly in sectors such as oil and gas, construction, maritime transport, banking and finance, telecommunications, infrastructure development, aviation, and public-private partnerships. The study established that the application of the ICC and LCIA in Nigeria is founded on a robust international and domestic legal framework. Internationally, instruments such as the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention), the UNCITRAL Model Law on International Commercial Arbitration, the UNCITRAL Arbitration Rules, the ICSID Convention, and the arbitration rules of the ICC and LCIA provide the normative framework governing institutional arbitration. Domestically, the Arbitration and Mediation Act 2023, the Constitution of the Federal Republic of Nigeria 1999 (as amended), the Evidence Act 2011, and the supervisory jurisdiction of Nigerian courts collectively provide the legal basis for recognising arbitration agreements and enforcing foreign arbitral awards.

The research further found that Nigeria's enactment of the Arbitration and Mediation Act 2023 represents a significant milestone in the modernisation of its arbitration regime. By incorporating key principles of the UNCITRAL Model Law and recognising developments such as emergency arbitration, third-party funding, electronic communications, and expanded party autonomy, the Act aligns Nigeria more closely with internationally accepted arbitration standards. This legislative reform has enhanced Nigeria's attractiveness as an arbitration-friendly jurisdiction and strengthened confidence among foreign investors.

The comparative analysis undertaken in this paper revealed that, although the ICC and LCIA share the common objective of facilitating efficient and impartial dispute resolution, they differ in several important respects. The ICC adopts a highly structured and supervisory approach characterised by active case management and the scrutiny of draft arbitral awards before they are issued. This mechanism enhances procedural quality and may reduce the risk of enforcement challenges. The LCIA, by contrast, adopts a more flexible administrative model that affords arbitral tribunals greater procedural autonomy while maintaining institutional support where necessary. These differences mean that the choice between the two institutions depends on the nature, complexity, value, and commercial context of the dispute rather than on the superiority of one institution over the other.

The study also found that Nigerian parties increasingly incorporate ICC and LCIA arbitration clauses into international commercial agreements because these institutions provide neutrality, specialised expertise, confidentiality, procedural flexibility, and globally enforceable awards. Their use is particularly prevalent in transactions involving multinational corporations, foreign direct investment, international financing arrangements, engineering and construction projects, and cross-border joint ventures. Their widespread acceptance reflects the confidence of commercial parties in their procedural integrity and institutional credibility. Notwithstanding these advantages, the study identified several challenges affecting the practical application of the ICC and LCIA in Nigeria. These include the high costs associated with foreign institutional arbitration, the limited participation of Nigerian arbitrators in major international proceedings, delays occasionally encountered in enforcement proceedings before domestic courts, inconsistent judicial interpretation of public policy exceptions, inadequate awareness of institutional arbitration among small and medium-sized enterprises, and the continued dependence on foreign arbitral seats for many high-value commercial disputes.

The research further found that Nigeria possesses significant potential to become a leading arbitration hub within Africa. The establishment and growth of domestic institutions such as the Lagos Court of Arbitration and the Regional Centre for International Commercial Arbitration, Lagos, together with increasing judicial support for arbitration and the enactment of the Arbitration and Mediation Act 2023, demonstrate a strong commitment to developing a modern arbitration ecosystem. However, achieving this objective will require sustained judicial capacity building, increased professional training, continued legislative support, and greater investment in domestic arbitral institutions.

A review of the existing literature revealed that, while numerous scholars have examined international commercial arbitration generally and the legal framework governing arbitration in Nigeria, relatively few studies have undertaken a focused comparative analysis of the practical application of the ICC and LCIA within the Nigerian legal system. Existing scholarship has tended to discuss institutional arbitration in broad terms without comprehensively evaluating the procedural distinctions between these institutions or their implications for Nigerian commercial practice. This paper therefore contributes to the existing body of knowledge by providing a detailed comparative analysis of the ICC and LCIA, examining their institutional structures, procedural frameworks, legal foundations, and practical application in Nigeria.

Ultimately, the study concludes that both the ICC and LCIA continue to play an indispensable role in promoting commercial certainty, investor confidence, and the efficient resolution of international commercial disputes involving Nigerian parties. Rather than viewing the two institutions as competing alternatives, the evidence suggests that they offer complementary models of institutional arbitration, each capable of meeting different commercial needs. Their continued application in Nigeria will depend upon the sustained development of an arbitration-friendly legal environment, consistent judicial support, and the strengthening of domestic arbitration institutions capable of operating alongside globally recognised arbitral bodies.

I. Challenges of the Applicability of the Jurisdiction of the London Court of International Arbitration (LCIA) and the International Chamber of Commerce (ICC) in Nigeria

Although Nigeria has made significant strides in promoting international commercial arbitration through the enactment of the Arbitration and Mediation Act 2023 and its continued adherence to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention), the practical applicability of the jurisdiction of the London Court of International Arbitration (LCIA) and the International Court of Arbitration of the International Chamber of Commerce (ICC) remains confronted by numerous challenges;

II. High Cost of Institutional Arbitration

One of the most significant impediments to the application of ICC and LCIA arbitration in Nigeria is the considerable financial burden associated with institutional arbitration. Unlike domestic arbitration administered by Nigerian arbitral institutions, proceedings under the ICC and LCIA Rules involve payment of institutional administrative fees, arbitrators' remuneration, tribunal secretarial expenses, legal representation costs, expert witness fees, venue costs, transcription services, travel expenses, and accommodation.

The ICC adopts an ad valorem system of calculating administrative and arbitrators' fees based on the monetary value of the dispute, while the LCIA primarily operates an hourly-rate system for arbitrators and administrative personnel. Consequently, arbitration involving disputes worth several million dollars may generate equally substantial arbitration costs. These financial obligations often place institutional arbitration beyond the reach of many Nigerian businesses, particularly indigenous companies and small and medium-sized enterprises

(SMEs), thereby limiting access to internationally recognized dispute resolution mechanisms. The challenge has become more pronounced following the depreciation of the Nigerian Naira against major foreign currencies. Since most institutional fees are payable in Pounds Sterling, Euros, or United States Dollars, Nigerian parties are increasingly exposed to exchange-rate risks that substantially increase the actual cost of arbitration.

III. Foreign Exchange and Economic Instability

The applicability of LCIA and ICC jurisdiction in Nigeria is further affected by Nigeria's persistent foreign exchange challenges. International arbitration administered under the ICC or LCIA Rules requires payments in foreign currencies, including tribunal fees, institutional costs, and legal fees. Nigeria's exchange-rate volatility and restrictions on access to foreign currency increase the financial burden on Nigerian parties and may discourage businesses from agreeing to foreign institutional arbitration.

This challenge is particularly acute for indigenous companies whose revenues are primarily denominated in Naira but whose contractual obligations require payment of arbitration costs in foreign currencies. Consequently, many Nigerian companies increasingly negotiate arbitration clauses designating African arbitral institutions or domestic arbitration centres to reduce exposure to exchange-rate fluctuations.

IV. Delay in Recognition and Enforcement Proceedings

Although one of the principal attractions of international arbitration is its efficiency, delays frequently arise at the enforcement stage in Nigeria. While the AMA 2023 seeks to simplify the recognition and enforcement of foreign arbitral awards, practical realities within the Nigerian judicial system may undermine this objective. Applications for recognition and enforcement of ICC and LCIA awards may be delayed by congested court dockets, multiple interlocutory applications, procedural objections, and appeals. In some instances, judgment debtors deliberately employ dilatory tactics by challenging the validity of arbitration agreements or alleging procedural irregularities in the arbitral proceedings. Such practices undermine the speed and efficiency traditionally associated with arbitration.

The Supreme Court has repeatedly emphasized that judicial intervention should remain minimal. In *Mekwunye v Imoukhuede*, the Court reiterated that courts should respect arbitration agreements and interfere only in circumstances expressly provided by statute.[99] Similarly, in *Statoil (Nig.) Ltd v Nigerian National Petroleum Corporation,* the Court underscored the importance of giving effect to parties' agreement to arbitrate.[100] Despite these judicial pronouncements, practical delays continue to affect enforcement proceedings.

V. Judicial Capacity and Technical Expertise

Although Nigerian courts have become increasingly arbitration-friendly, international commercial arbitration continues to involve highly specialized legal questions concerning institutional rules, emergency arbitration, consolidation, joinder of parties, multi-contract disputes, emergency relief, and complex jurisdictional objections. The successful implementation of the Arbitration and Mediation Act 2023 therefore requires continuous judicial education and specialized training for judges handling arbitration-related applications. Without sustained institutional capacity building, inconsistent judicial interpretations may undermine investor confidence.

10. RECOMMENDATIONS

Based on the findings of this study, the following recommendations are proposed to strengthen the application of the Paris and London arbitration institutions in Nigeria and enhance the country's position as a preferred destination for international commercial arbitration.

[99] *Mekwunye v Imoukhuede* (2019) 13 NWLR (Pt 1690) 439 (SC).

[100] *Statoil (Nig.) Ltd v Nigerian National Petroleum Corporation* (2013) 14 NWLR (Pt 1373) 1 (SC).

i. Strengthening Judicial Support for Arbitration

The Nigerian judiciary should continue to adopt and consolidate a pro-arbitration approach consistent with international best practices. Courts should give full effect to valid arbitration agreements, minimise unnecessary judicial intervention, and ensure the timely recognition and enforcement of arbitral awards in accordance with the Arbitration and Mediation Act 2023 and the New York Convention. Continuous judicial training on international arbitration, particularly on the interpretation of institutional rules and the public policy exception, should be prioritised to promote consistency and predictability in judicial decisions.

ii. Effective Implementation of the Arbitration and Mediation Act 2023

Although the Arbitration and Mediation Act 2023 have modernised Nigeria's arbitration framework, its success depends on effective implementation. Relevant stakeholders, including judges, legal practitioners, arbitrators, and commercial institutions, should be adequately trained on the innovative provisions of the Act, such as emergency arbitration, third-party funding, electronic communications, interim measures, and the expanded recognition of party autonomy. This will ensure that the legislative reforms achieve their intended objectives.

iii. Promotion of Institutional Arbitration in Commercial Transactions

Government ministries, regulatory agencies, state-owned enterprises, financial institutions, and private commercial entities should be encouraged to incorporate carefully drafted institutional arbitration clauses into international commercial contracts where appropriate. Properly drafted arbitration agreements reduce jurisdictional disputes and provide commercial parties with certainty regarding the applicable arbitral institution, procedural rules, seat of arbitration, governing law, and method of appointing arbitrators.

iv. Strengthening Domestic Arbitral Institutions

While the ICC and LCIA remain globally respected arbitral institutions, Nigeria should continue to strengthen indigenous institutions such as the Lagos Court of Arbitration, the Regional Centre for International Commercial Arbitration (Lagos), and other recognised arbitral centres. Government support, improved institutional funding, international collaboration, and the adoption of global best practices will enhance the credibility of these institutions and reduce excessive dependence on foreign arbitral centres.

v. Capacity Building for Nigerian Arbitrators

Professional bodies, universities, the Nigerian Bar Association, the Chartered Institute of Arbitrators (Nigeria Branch), the Nigerian Institute of Chartered Arbitrators, and other relevant institutions should intensify specialised training in international commercial arbitration. Increased participation of Nigerian arbitrators in ICC and LCIA proceedings will improve local expertise, strengthen Nigeria's reputation within the global arbitration community, and provide commercial parties with a broader pool of highly qualified arbitrators.

11. CONCLUSION

This paper examined the scope of the application of the Paris and London arbitration institutions in Nigeria through a comprehensive analysis of the International Chamber of Commerce (ICC) International Court of Arbitration and the London Court of International Arbitration (LCIA). Against the backdrop of increasing globalisation, cross-border commerce, and foreign investment, the study demonstrated that institutional arbitration has become an indispensable mechanism for the resolution of international commercial disputes. The ICC and LCIA have established themselves as leading arbitral institutions by providing neutral, efficient, confidential, and internationally respected frameworks for the settlement of commercial disputes, thereby contributing significantly to international trade and investment.

The study established that the operation of the ICC and LCIA in Nigeria is supported by a robust legal and institutional framework comprising international instruments such as the New York Convention, the UNCITRAL Model Law, the UNCITRAL Arbitration Rules, and the ICSID Convention, as well as domestic legislation, particularly the Arbitration and Mediation Act 2023. The enactment of the 2023 Act represents a landmark reform in Nigeria's arbitration regime, bringing its legal framework into closer alignment with contemporary international standards by reinforcing party autonomy, limiting unnecessary judicial intervention, recognising emergency arbitration, permitting third-party funding, and modernising procedural mechanisms for commercial dispute resolution.

A central finding of this paper is that, although the ICC and LCIA pursue the same objective of facilitating fair and effective arbitration, they achieve this objective through different institutional philosophies. The ICC adopts a highly structured administrative model characterised by active institutional supervision, rigorous case management, and the scrutiny of draft arbitral awards, while the LCIA places greater emphasis on procedural flexibility, tribunal autonomy, and streamlined administration. These institutional differences do not establish the superiority of one institution over the other; rather, they provide commercial parties with distinct procedural options capable of accommodating different categories of international commercial disputes. Consequently, the selection of either institution should be informed by the complexity of the dispute, the value of the transaction, the preferred seat of arbitration, cost considerations, the desired level of institutional oversight, and the commercial objectives of the contracting parties.

The paper further demonstrated that the application of the ICC and LCIA in Nigeria extends beyond mere contractual preference. These institutions have become integral to the legal architecture supporting major commercial transactions involving Nigerian parties, particularly within the oil and gas, construction, maritime, banking, telecommunications, aviation, infrastructure, and public-private partnership sectors. Their widespread adoption reflects the confidence of investors and multinational corporations in their procedural integrity, neutrality, and the international enforceability of their awards.

Despite these achievements, the study identified a number of challenges affecting the effective application of institutional arbitration in Nigeria. These include the relatively high costs associated with foreign institutional arbitration, delays occasionally experienced in judicial enforcement proceedings, inconsistent interpretation of public policy by domestic courts, limited participation of Nigerian arbitrators in high-value international arbitrations, and the continued preference for foreign arbitral seats in many commercial agreements. These challenges underscore the need for sustained institutional development, judicial capacity building, and increased investment in Nigeria's domestic arbitration infrastructure.

The comparative analysis undertaken in this paper also revealed that the continued use of the ICC and LCIA should not be viewed as an obstacle to the growth of domestic arbitral institutions. On the contrary, their practices provide valuable benchmarks from which Nigerian institutions can draw in strengthening governance, procedural efficiency, transparency, and international credibility. The continued development of institutions such as the Lagos Court of Arbitration and the Regional Centre for International Commercial Arbitration, Lagos, demonstrates that Nigeria possesses both the legal framework and institutional potential to emerge as a leading arbitration hub within Africa.

From an academic perspective, this study contributes to the existing body of knowledge by addressing an identifiable gap in the literature. While previous studies have examined arbitration law in Nigeria and international commercial arbitration generally, comparatively few have undertaken a detailed examination of the practical application of the ICC and LCIA within the Nigerian legal system. By analysing their legal foundations, institutional structures, procedural rules, comparative characteristics, and practical relevance to Nigerian commercial practice, this paper provides a focused assessment of the role these institutions play in contemporary dispute resolution.

In conclusion, the future of international commercial arbitration in Nigeria will depend upon the continued commitment of the legislature, the judiciary, arbitral institutions, legal practitioners, commercial actors, and policymakers to maintaining an arbitration-friendly legal environment. Consistent judicial support, effective implementation of the Arbitration and Mediation Act 2023, enhanced professional capacity, stronger domestic arbitral institutions, and sustained alignment with international best practices will reinforce Nigeria's reputation as a reliable venue for international commercial dispute resolution. In this context, the ICC and LCIA will continue to serve not only as preferred arbitral institutions for Nigerian parties but also as important models for the advancement of institutional arbitration within Nigeria and across the African continent.