# THE UAE CONFIRMS THERE IS NO REQUIREMENT TO SIGN EVERY PAGE OF THE ARBITRAL AWARD

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**UAE International Arbitration Alert**

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## BACKGROUND

In May 2022, we reported that the Dubai Court of Cassation, in its judgment in Case No. 109/2022 (Civil), confirmed that the United Arab Emirates (UAE) procedural law of arbitration, set forth in Federal Law No. 6 of 2018 (UAE Arbitration Law), requires the arbitral tribunal—whether a sole arbitrator or a panel of arbitrators—to sign the pages of the arbitral award containing the dispositive section and the reasoning for the award; otherwise, there is a risk that the award will not be enforced by the onshore UAE courts. Our previous alert on this judgment can be viewed here.

The Committee for the Unification of Federal and Local Judicial Principles (Committee)—an authority established under Federal Law No. 10 of 2019, which is tasked with unifying conflicting judicial principles issued by two or more of the supreme courts in the UAE—has recently held that a signature on the final page of the arbitral award is sufficient and that the absence of the tribunal's signature on prior pages does not constitute a defect that results in the annulment or unenforceability of the award.

## DECISION OF THE COMMITTEE

Following an application by the attorney general, the Committee was requested to review two judicial principles issued by the Dubai Court of Cassation and Ras Al Khaimah Court of Cassation concerning the signature of the arbitral award by the arbitral tribunal. The Dubai Court of Cassation (in its judgment in Case No. 109/2022 and in a number of earlier judgments, including Case No. 403/2020 (Civil)) had refused enforcement of an arbitral award on the basis that the arbitrator had signed the last page but not any part of the award detailing the grounds or decision of the arbitral tribunal. In contrast, the Ras Al Khaimah Court of Cassation in its judgment in Case No. 5/2024 (Civil) held that the arbitral tribunal's signature on the last page of the arbitral award was sufficient. The Committee noted that the position taken by the Ras Al Khaimah Court of Cassation was consistent with that of the Abu Dhabi Court of Cassation and the UAE Federal Supreme Court.

In its decision dated 4 August 2025, the Committee held that there is no requirement for the arbitral tribunal to sign every page of the award and that the arbitral tribunal's signature on the last page of the award is sufficient (Decision). The Decision is binding on all levels of local and federal courts in the UAE.

In rendering this Decision, the Committee noted that the role of the UAE courts, when considering an application to annul an arbitral award, is in part to review whether the award complies with Article 41 of the UAE Arbitration Law, which deals with the form and content of the award. The Committee noted that there is no requirement

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within Article 41 of the UAE Arbitration Law for every page of the award to be signed by the arbitrators. Insisting on signatures on every page of the award would amount to an unnecessary formality and would create a potential ground for parties to challenge awards on a purely procedural basis (for example, if a signature was missed on a single page).

The Committee further confirmed that there is no basis to invoke Article V(2) of the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (commonly known as the New York Convention)—which permits a member state to refuse to enforce an award if it would be contrary to public policy—as grounds to object to or annul an arbitral award that has not been signed on every page, as there is no such requirement within the UAE Arbitration Law. The Committee emphasized that the reference to public policy in Article V(2) must be interpreted in the context of international commercial arbitration, which provides for a narrow concept of public policy.

## CONCLUSION

This decision will be welcomed by arbitration practitioners and their clients. It also supports the widely held view that the UAE is an arbitration-friendly jurisdiction.

## ABOUT THE FIRM

Our Litigation and Dispute Resolution practice has a long history of acting as counsel on high-stakes international arbitration and litigation mandates. Our lawyers in Dubai have extensive experience advising on litigation and arbitration with respect to complex, high-value disputes in the UAE and wider Middle East region.

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