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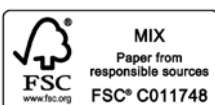
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Strategic Partners



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Wilmer Cutler Pickering Hale and Dorr LLP

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Oman

Mansoor J Malik



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1 Arbitration Agreements

1.1 What, if any, are the legal requirements of an arbitration agreement under the laws of the Sultanate of Oman?

Under Omani law, an arbitration agreement must include the following in order to be valid and binding:

- A reference to arbitration with respect to a commercial dispute based on a legal relationship arising out of an economic activity and the subject matter must be permissible by law (contractual or otherwise) (Article 2 of the Law of Arbitration in Civil and Commercial Disputes, Royal Decree 47/1997 (“ACCD”).
- A clear and express agreement to arbitrate. (Article 10, ACCD).
- Parties must have legal capacity to contract (Article 11, ACCD).
- The agreement must be in writing signed by both parties or contained in written correspondence exchanged between them (Article 12, ACCD).

1.2 What other elements ought to be incorporated in an arbitration agreement?

The arbitration agreement should include the venue (Article 3, ACCD), procedural rules (Article 5, ACCD), applicable law (Article 6, ACCD), and language (Article 29, ACCD) in default of which the proceedings will be conducted in Arabic.

1.3 What has been the approach of the national courts to the enforcement of arbitration agreements?

Arbitration agreements satisfying the requirements of the ACCD are generally upheld and enforced strictly by the Omani courts and the courts will invariably decline jurisdiction should the defendant in litigation adduce evidence of an arbitration agreement between the parties.

2 Governing Legislation

2.1 What legislation governs the enforcement of arbitration proceedings in the Sultanate of Oman?

Legislation governing the enforcement of arbitration proceedings comprises:

- the Law of Arbitration in Civil and Commercial Disputes (Royal Decree 47/1997) (the “ACCD”);
- the Civil and Commercial Procedure Law (Royal Decree 29/2002) (the “CCPL”);
- the Law of Evidence in Civil and Commercial Transactions (Royal Decree 68/2008) (the “Evidence Law”);
- the Civil Transactions Law (Royal Decree 29/2013) (the “CTL”);
- the Commercial Code (Royal Decree 55/1990) (the “CC”);
- the Basic Law of Oman (Royal Decree 101/1996) (the “Basic Law”); and
- the Advocacy Law (Royal Decree 108/96).

2.2 Does the same ACCD govern both domestic and international arbitration proceedings? If not, how do they differ?

The ACCD governs both domestic and international arbitrations, as defined by Article 1 of the ACCD. Should an international arbitration agreement under Omani law not specify the procedural rules which are to apply, then the provisions of the ACCD will apply by default.

2.3 Is the law governing international arbitration based on the UNCITRAL Model Law? Are there significant differences between the two?

The Oman Arbitration Law is broadly based on the UNCITRAL Model Law and Articles 352 and 353 which deal with the enforcement of foreign arbitral awards are broadly based upon the New York Convention.

2.4 To what extent are there mandatory rules governing international arbitration proceedings sited in the Sultanate of Oman?

Article 28 of the CTL and Article 352 of the CCPL set out a number of conditions to be satisfied before an international arbitral award can be enforced. These conditions include the principle of reciprocity and public policy, as well as that the law specified should not be contrary to Islamic Sharia, public order, or morals in Oman.

3 Jurisdiction

3.1 Are there any subject matters that may not be referred to arbitration under the governing law of the Sultanate of Oman? What is the general approach used in determining whether or not a dispute is “arbitrable”?

Non-commercial disputes involving criminal allegations and personal matters may not be referred to arbitration. The general approach used in determining whether or not a dispute is “arbitrable” is based on a legal relationship arising out of an economic activity.

3.2 Is an arbitrator permitted to rule on the question of his or her own jurisdiction?

Yes, in accordance with Article 22 of the ACCD the arbitrator may rule on the question of his or her own jurisdiction.

3.3 What is the approach of the national courts in the Sultanate of Oman towards a party who commences court proceedings in apparent breach of an arbitration agreement?

The Omani courts will generally dismiss a suit if the defendant pleads for the same before submitting any petition or defence. The defendant may commence arbitral proceedings and continue the same regardless of the court proceedings (Article 13, ACCD).

3.4 Under what circumstances can a court address the issue of the jurisdiction and competence of the national arbitral tribunal? What is the standard of review in respect of a tribunal’s decision as to its own jurisdiction?

A court may address issues such as jurisdiction and competence of the national arbitral tribunal if there is doubt concerning the appointment, impartiality or independence of the arbitrator (Article 18, ACCD), in circumstances where an arbitrator cannot carry out his/her duty (Article 20, ACCD), or as a result of the termination of an arbitrator (Article 21, ACCD). Article 22 of the ACCD gives the arbitral tribunal the right to question the tribunal’s jurisdiction in situations where there is agreement dispute as to the existence, validity or relevance of an arbitration agreement.

3.5 Under what, if any, circumstances does the national law of the Sultanate of Oman allow an arbitral tribunal to assume jurisdiction over individuals or entities which are not themselves party to an agreement to arbitrate?

An arbitral tribunal may only assume jurisdiction over individuals or entities which are not party to the arbitration agreement if the third party voluntarily agrees to submit to the jurisdiction of the arbitral tribunal or if there is a separate agreement in place between the third party and one of the arbitrating parties relating to the same subject matter. It would mostly depend on the arbitrating parties and the third party as to whether the matter is dealt with by the same arbitral tribunal.

3.6 What laws or rules prescribe limitation periods for the commencement of arbitrations in the Sultanate of Oman and what is the typical length of such periods? Do the national courts of the Sultanate of Oman consider such rules procedural or substantive, i.e., what choice of law rules govern the application of limitation periods?

The law does not clearly set out a period of limitation within which an arbitration must be commenced. However, it clearly states that arbitration proceedings shall commence either on the date agreed upon or on the day on which the defendant receives a notice for the application for arbitration from the plaintiff (Article 27, ACCD). 12 months is the standard period for completion of the arbitration or rendering the arbitral award.

3.7 What is the effect in the Sultanate of Oman of pending insolvency proceedings affecting one or more of the parties to ongoing arbitration proceedings?

The appointed liquidator shall be responsible for all rights of the insolvent party and shall accept, waive or admit the right of a third party (Article 660, CC).

4 Choice of Law Rules

4.1 How is the law applicable to the substance of a dispute determined?

The parties to the arbitration are at liberty to choose the law to be applied to a dispute arising between them provided it does not conflict with the mandatory rules in force in the Sultanate of Oman. In the absence of an agreement, the applicable law may be determined upon the basis of any one or more of: i) the location where the contract was entered into; ii) the location where the arbitrable cause of action arose; iii) the location of the disputed assets whether movable or immovable; and/or iv) the common domicile of the parties. In the absence of a common domicile then the law of the place where the contract was concluded may take priority (Articles 24 to 28, CTL).

4.2 In what circumstances will mandatory laws (of the seat or of another jurisdiction) prevail over the law chosen by the parties?

The primary position is that the law stipulated in the arbitration agreement shall apply. However, the law of the state in which the action is brought or in which the relevant proceedings are commenced will govern jurisdiction and procedural matters. In accordance with Article 2 of the Basic Law and the CTL, the provisions of an agreed foreign law are not likely to be made applicable if such provisions are found to be contrary to Islamic law, Sharia law, public order or morals in Oman, in which case the mandatory provisions of Omani statute which require a particular course of action to be taken as opposed to permitting a course of action, shall apply.

4.3 What choice of law rules govern the formation, validity, and legality of arbitration agreements?

The relevant provisions of the ACCD and the CTL govern the formation, validity and or legality of arbitration agreements under Omani law.

5 Selection of Arbitral Tribunal

5.1 Are there any limits to the parties' autonomy to select arbitrators?

Under Article 16 of the ACCD an arbitrator may be any individual who is impartial, independent and whose appointment does not give rise to a conflict of interest. Additionally, the arbitrator may not be a minor, under guardianship, or debarred from exercising his civil rights for having been convicted in a criminal case of a misdemeanour amounting to breach of honour, trust, or declared bankrupt.

5.2 If the parties' chosen method for selecting arbitrators fails, is there a default procedure?

Article 17 of the ACCD provides a default mechanism whereby the President of the Court of Appeal may, upon the application of one of the parties, select an arbitrator where the parties fail to agree upon the individual to be appointed (in the case of a sole arbitrator), or where the agreement provides for a panel of arbitrators and, either i) a party fails to nominate an arbitrator within 30 days, or ii) the arbitrators appointed by each of the parties fail to agree within 30 days on the appointment of a third.

5.3 Can a court intervene in the selection of arbitrators? If so, how?

A court may intervene in the selection of arbitrators in circumstances where the parties or appointed arbitrators fail to decide upon the appointment of an arbitrator, as outlined in the preceding paragraph, only on the application of a party to the proceedings.

5.4 What are the requirements (if any) as to arbitrator independence, neutrality and/or impartiality and for disclosure of potential conflicts of interest for arbitrators imposed by law or issued by arbitration institutions within the Sultanate of Oman?

An arbitrator is required to disclose or reveal "any circumstances which may cause doubt/suspicion to his independence or impartiality". If such circumstances arise after the appointment or during the course of the arbitration then the arbitrator is required to notify the same to the parties and any other arbitrator (Article 16 (3), ACCD).

6 Procedural Rules

6.1 Are there laws or rules governing the procedure of arbitration in the Sultanate of Oman? If so, do those laws or rules apply to all arbitral proceedings sited in the Sultanate of Oman?

Except to the extent provided for in the ACCD, there are no set laws or rules governing the procedure of arbitration in Oman. Most arbitrators and tribunals, along with the parties, will decide upon the procedural rules to be followed during the first hearing. Any procedure decided upon should, however, not be contrary to the laws of Oman.

6.2 In arbitration proceedings conducted in the Sultanate of Oman, are there any particular procedural steps that are required by law?

There are no particular procedural steps required by Omani law. However, during the first hearing the procedures and rules governing the arbitral proceedings must be decided upon by the parties and the arbitrator. The arbitral tribunal is required to ensure that all parties are notified of the dates for the hearings/meetings well in advance, attend and have an equal opportunity to submit their arguments and evidence. The tribunal is required to ensure that each session is minuted and a copy provided to all parties.

6.3 Are there any particular rules that govern the conduct of counsel from the Sultanate of Oman in arbitral proceedings sited in the Sultanate of Oman? If so: (i) do those same rules also govern the conduct of counsel from the Sultanate of Oman in arbitral proceedings sited elsewhere; and (ii) do those same rules also govern the conduct of counsel from countries other than the Sultanate of Oman in arbitral proceedings sited in the Sultanate of Oman?

The Advocacy Law Royal Decree 108/96 sets out the rules which govern the conduct of counsel. The Advocacy Law does not specifically ascribe to a code of conduct for counsel from other jurisdictions.

6.4 What powers and duties does the national law of the Sultanate of Oman impose upon arbitrators?

In addition to the powers and obligations set out in the Advocacy Law mentioned above, Article 26 of the ACCD also provides that parties should be treated equally and given an adequate and sufficient opportunity to argue their respective case. Arbitrators are under a duty to take all steps necessary for the proper conduct of arbitral proceedings such as "hearing of parties, inspection of the goods, properties and conducting deliberations between its members etc." and to do justice to the parties. They are required to proceed with the arbitration in a diligent and expeditious manner and to render an award within 12 months, subject to an extension (Article 28, ACCD). An arbitrator also has the discretion to accept or decline an arbitration assignment with valid justification (Article 16(3), ACCD).

6.5 Are there rules restricting the appearance of lawyers from other jurisdictions in legal matters in the Sultanate of Oman and, if so, is it clear that such restrictions do not apply to arbitration proceedings sited in the Sultanate of Oman?

In accordance with Articles 2 and 3 of the Advocacy Law of Oman, it is not permissible for advocates to undertake the conduct of litigation in Oman, including appearance before an arbitration panel or body, unless such advocate is registered on the Register of Advocates maintained in accordance with the Advocacy Law of Oman. Based on this provision, a foreign lawyer would need to be registered on the Advocacy Register to appear before arbitration panels or bodies in Oman.

6.6 To what extent are there laws or rules in the Sultanate of Oman providing for arbitrator immunity?

There is no statutory immunity for arbitrators under Omani law.

6.7 Do the national courts have jurisdiction to deal with procedural issues arising during an arbitration?

Yes, the courts may assist in any procedural issues at the request of either party to the arbitration (Article 14, ACCD).

7 Preliminary Relief and Interim Measures

7.1 Is an arbitrator in the Sultanate of Oman permitted to award preliminary or interim relief? If so, what types of relief? Must an arbitrator seek the assistance of a court to do so?

An arbitrator may issue preliminary or interim relief in respect of part of the claims made prior to the passing of its final award in the dispute (Article 42, ACCD).

7.2 Is a court entitled to grant preliminary or interim relief in proceedings subject to arbitration? In what circumstances? Can a party's request to a court for relief have any effect on the jurisdiction of the arbitration tribunal?

Yes, the court is also entitled to grant preliminary or interim relief in proceedings subject to arbitration (Article 14, ACCD). A party may apply to the court in the circumstances where the arbitrator refuses and/or does not grant a requested relief or in circumstances where the arbitrator's orders have not been complied with.

7.3 In practice, what is the approach of the national courts to requests for interim relief by parties to arbitration agreements?

In practice, provided that the arbitrator was approached first, the courts would entertain such applications and may grant interim relief.

7.4 Under what circumstances will a national court of the Sultanate of Oman issue an anti-suit injunction in aid of an arbitration?

Anti-suit injunctions as such are not yet known under Omani law. However, a party should, in their statement of defence, reject the claim brought against them in courts on the basis that an arbitration agreement exists between the parties. If the party fails to reject the claim at the first hearing then the courts will assume that the party has waived the arbitration agreement.

7.5 Does the national law allow for the national court and/or arbitral tribunal to order security for costs?

In practice this rarely occurs, however, it could be requested.

8 Evidentiary Matters

8.1 What rules of evidence (if any) apply to arbitral proceedings in the Sultanate of Oman?

The Evidence Law and/or the rules, as agreed to between the parties during the first arbitral procedural hearing, apply.

8.2 Are there limits on the scope of an arbitrator's authority to order the disclosure of documents and other disclosure (including third party disclosure)?

Yes, unless otherwise agreed to by the parties, arbitrators may only exercise powers to order discovery/disclosure in accordance with the Evidence Law. Scope for third party disclosure is limited and the court's intervention may be required.

8.3 Under what circumstances, if any, is a court able to intervene in matters of disclosure/discovery?

Although not expressly stated, the Omani courts have broad powers to grant interlocutory relief in arbitration proceedings; this also includes discovery (Article 14, ACCD).

8.4 What, if any, laws, regulations or professional rules apply to the production of written and/or oral witness testimony? For example, must witnesses be sworn in before the tribunal or is cross-examination allowed?

According to Article 33(4) of the ACCD witnesses and experts may testify without the need to be sworn in before the tribunal. However, the Evidence Law which regulates the admission and treatment of documentary evidence and sets down the rules for admission of oral witness testimony, the swearing in of witnesses and their cross-examination, as well as the rules for the calling of expert evidence, would, in our opinion, supersede Article 33(4).

8.5 What is the scope of the privilege rules under the law of the Sultanate of Oman? For example, do all communications with outside counsel and/or in-house counsel attract privilege? In what circumstances is privilege deemed to have been waived?

While the concept of privilege exists in relation to client-lawyer confidentiality (Article 44 of the Advocacy Law), there are no specific privilege rules and the 'without prejudice' principle is not generally recognised in Oman. This means that, in theory, settlement agreements may be disclosed to the arbitration tribunal.

9 Making an Award

9.1 What, if any, are the legal requirements of an arbitral award? For example, is there any requirement under the law of the Sultanate of Oman that the Award contain reasons or that the arbitrators sign every page?

Legal requirements of an arbitral award are set out in Articles 43 and 44 of the ACCD, which provide as follows:

- It is to be in writing and signed by the arbitrator. In the case of an arbitration panel comprising more than one arbitrator, the award may be signed by a majority of the arbitrators. The reason for the dissenting minority should be stated in the award.
- The reasoning and the grounds on which the award was decided should be stated, unless decided otherwise or the law to be applied in arbitration proceedings does not require it.
- The names, address of the litigants, the arbitrators' names, addresses, nationalities and capacity/designations, text of the arbitration clause, summary of the claims made by the

litigants, their statements, documents, the gist of the award, date and place of its issue, and the reasoning of the same (if required) must be included.

10 Challenge of an Award

10.1 On what bases, if any, are parties entitled to challenge an arbitral award made in the Sultanate of Oman?

Arbitral awards based on the provisions of the ACCD cannot be appealed. However, it is possible to file a suit before the Court of Appeal to nullify an arbitral award under the following grounds set out in Article 53 of the ACCD:

- there is no arbitration agreement or the agreement is null or rescindable or has lapsed by limitation;
- one of the parties to the agreement is incapacitated or incompetent;
- it becomes impossible for one of the parties to present its case, for any reason for which it is not responsible (for example, if it has not been notified of the appointment of the arbitrators or the arbitration procedures);
- the procedures set out in the arbitration agreement are not followed or are exceeded – for example, if the choice of governing law is set aside, or the tribunal is formed in a manner contrary to the law or the parties' agreement, or the arbitrator decides on issues not included in the agreement; or
- it is contrary to public order.

10.2 Can parties agree to exclude any basis of challenge against an arbitral award that would otherwise apply as a matter of law?

Parties can agree to exclude any basis of challenge against an arbitral award. However, a waiver by the parties of their right to apply for nullification of an award would not prevent an aggrieved party from filing a suit for nullification (Article 54, ACCD).

10.3 Can parties agree to expand the scope of appeal of an arbitral award beyond the grounds available in relevant national laws?

No, this would not be permitted under Omani law.

10.4 What is the procedure for appealing an arbitral award in the Sultanate of Oman?

As mentioned above, appealing an arbitral award is not possible. However, a suit for nullification of the award on one of the grounds set out in Article 53 may be filed within 90 days of the date of notification of the award (Article 54(1), ACCD).

11 Enforcement of an Award

11.1 Has the Sultanate of Oman signed and/or ratified the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards? Has it entered any reservations? What is the relevant national legislation?

Oman is a contracting state of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the

"Convention"). Oman ratified the Convention on 25th of February 1999 pursuant to Royal Decree 36/98 without reservations.

11.2 Has the Sultanate of Oman signed and/or ratified any regional Conventions concerning the recognition and enforcement of arbitral awards?

In addition to the Convention, Oman has signed and is a contracting state to the following regional Conventions:

- the Riyadh Convention on Judicial Cooperation between States of the Arab League (1983);
- the GCC Convention for the Execution of Judgments, Delegations and Judicial Notifications (1987); and
- the Washington Convention on the Settlement of Investment Disputes between States and Nationals of Other States (1965).

11.3 What is the approach of the national courts in the Sultanate of Oman towards the recognition and enforcement of arbitration awards in practice? What steps are parties required to take?

The national courts recognise and enforce domestic awards once the 90-day period prescribed for filing of a suit for nullification has lapsed. The courts may not recognise or enforce arbitral awards if the award conflicts with an earlier decision passed by the Omani courts, if the award contains terms which contravene public order and if the judgment debtor has not been notified of the award in a proper manner (Article 58, ACCD).

Article 47 of ACCD requires that the parties file an application for enforcement of an arbitral award at the enforcement department of the primary court.

The recognition and enforcement of international arbitral awards would be based on the bilateral or multilateral conventions between Oman and the other country. In addition, the international arbitral award would be subject to Article 352 of the CCPL, with particular regard to the principle of reciprocity.

The procedure to enforce an arbitral award would require the following:

- original award or copy signed by the applicant;
- copy of the arbitration agreement/clause;
- Arabic translation, endorsed by a certified firm; and
- copy of the minutes confirming filing of the award.

11.4 What is the effect of an arbitration award in terms of *res judicata* in the Sultanate of Oman? Does the fact that certain issues have been finally determined by an arbitral tribunal preclude those issues from being re-heard in a national court and, if so, in what circumstances?

According to Article 55 of ACCD, an award passed in accordance with the law shall be treated as *res judicata* and will be enforceable as such. Therefore, once an award has been delivered the parties are barred from referring the dispute to courts unless the award is set aside.

An arbitral award would be re-examined by the national courts only in cases where it is alleged that the arbitral tribunal misapplied the law.

11.5 What is the standard for refusing enforcement of an arbitral award on the grounds of public policy?

The standard for refusing the enforcement of an arbitral award on the grounds of public policy would arise where the award is in conflict or

contradicts the moral social order, mandatory provisions of the law, case law or Sharia law (Article 2, Basic Law and Article 58, ACCD).

12 Confidentiality

12.1 Are arbitral proceedings sited in the Sultanate of Oman confidential? In what circumstances, if any, are proceedings not protected by confidentiality? What, if any, law governs confidentiality?

There is no specific provision preserving the confidentiality of arbitration proceedings. Notwithstanding this, the judicial system treats such proceedings as private and confidential (no disclosure or publication and only the parties receive copies of the award).

12.2 Can information disclosed in arbitral proceedings be referred to and/or relied on in subsequent proceedings?

Despite the above, the courts may rely on other arbitral or court proceedings as precedents between the same parties.

13 Remedies / Interests / Costs

13.1 Are there limits on the types of remedies (including damages) that are available in arbitration (e.g., punitive damages)?

Arbitrators are authorised to grant all kinds of remedies. However, they are restrained from granting any criminal or other public law remedies which fall within the exclusive jurisdiction of the courts of law. Punitive damages are unknown under Omani law.

13.2 What, if any, interest is available, and how is the rate of interest determined?

Interest can be claimed if provided for by the contract or agreement and it will accrue from the date of default until final settlement. Unless otherwise specified, the prevailing judgment rate applies (6.5% for 2015).

13.3 Are parties entitled to recover fees and/or costs and, if so, on what basis? What is the general practice with regard to shifting fees and costs between the parties?

Yes, parties are entitled to recover fees and/or costs. The tribunal has the discretion to decide which party shall bear the costs of the arbitration or the basis of any apportionment of costs.

13.4 Is an award subject to tax? If so, in what circumstances and on what basis?

No, it is not.

13.5 Are there any restrictions on third parties, including lawyers, funding claims under the law of the Sultanate of Oman? Are contingency fees legal under the law of the Sultanate of Oman? Are there any "professional" funders active in the market, either for litigation or arbitration?

There are no restrictions on third parties, with the exception of

lawyers, to fund claims under the laws of Oman. Article 48 of the Advocacy law does not allow lawyers to work on a contingency fee basis. There are no professional funders active in the market funding claims for litigation or arbitration.

14 Investor State Arbitrations

14.1 Has the Sultanate of Oman signed and ratified the Washington Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (1965) (otherwise known as "ICSID")?

Yes, it has.

14.2 How many Bilateral Investment Treaties (BITs) or other multi-party investment treaties (such as the Energy Charter Treaty) is the Sultanate of Oman party to?

The Sultanate is party to 37 BITs, of which 10 are signed but not in force and two have been terminated.

14.3 Does the Sultanate of Oman have any noteworthy language that it uses in its investment treaties (for example in relation to "most favoured nation" or exhaustion of local remedies provisions)? If so, what is the intended significance of that language?

No, it does not.

14.4 What is the approach of the national courts in the Sultanate of Oman towards the defence of state immunity regarding jurisdiction and execution?

Under Omani law, the doctrine of sovereign immunity has no application with respect to the jurisdiction of the Omani courts. However, with regards to the enforcement of a judgment or an arbitral award against a foreign sovereign entity, in a recent ruling the Supreme Court has interpreted Article 366(1) of the CCPL to include properties and assets belonging to foreign governments existing within the Sultanate. The effect of this is that properties and assets of a 'public nature' owned by foreign governments will be deemed immune from execution or attachment in civil litigation.

15 General

15.1 Are there noteworthy trends in or current issues affecting the use of arbitration in the Sultanate of Oman (such as pending or proposed legislation)? Are there any trends regarding the type of disputes commonly being referred to arbitration?

There are no noteworthy trends in, or current issues affecting, the use of arbitration. The disputes most commonly referred to arbitration relate to commercial, construction and engineering matters.

15.2 What, if any, recent steps have institutions in the Sultanate of Oman taken to address current issues in arbitration (such as time and costs)?

There are none. Please see question 15.1 above.

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Al Busaidy Mansoor Jamal & Co. is a leading, independent law firm in Oman. AMJ's litigation and arbitration practice is ranked as top tier by the Legal 500 and widely acknowledged as a market leader in Oman. The firm's strong reputation is built on a track record of success in handling complex, high-profile disputes before the Omani courts, as well as local and international arbitrations for an impressive roster of national, regional and international clients across a broad span of industry sectors.

The firm offers clients an unrivalled pool of in-country expertise. Senior partners, Mansoor Malik and former Supreme Court judge, Dr. Said Al Busaidy, lead a team of 17 litigators and arbitrators composed of English and Arabic speaking international lawyers with multi-jurisdictional experience and a large cadre of Omani advocates licensed to appear before Oman's primary and appeal courts and tribunals. A number enjoy further rights of audience before Oman's Supreme Court.