

Termination of the joint venture between the LCIA and the Government of Mauritius

As a result of the termination of the joint venture between the LCIA and the Government of Mauritius, the LCIA-MIAC Arbitration Centre has ceased operations since 27 July 2018. Transitional provisions have been made whereby, up to and including 31 August 2018, parties signing arbitration clauses referring to LCIA-MIAC shall be deemed to have adopted the new LCIA-MIAC Rules 2018.

The consequence of those transitional provisions is essentially that the London-based LCIA will administer disputes in relation to LCIA-MIAC arbitration clauses concluded up to 31 August 2018. Although it is located in London, the institution does not expect that ongoing or pending arbitrations will be disturbed since the LCIA does most of its administration remotely by email or telephone.

As from the 31 August 2018, parties should not refer to the LCIA-MIAC in arbitration clauses. Alternative rules may be used, including those of the MIAC and the MARC. Both of those institutions have provided suggested wordings for arbitration clauses, and those model clauses are set out below.

The departure of the LCIA from Mauritius should not impact the country's status as a preferred jurisdiction for conducting arbitrations. This is because the fundamental elements which make Mauritius a desirable jurisdiction, including, its modern legal framework in support of international arbitration, its geographical positioning, its infrastructure, its professionals familiar with both civil and common law systems, as well as the pro-arbitration approach of the Courts, still remain. Additionally, the Government of Mauritius' financial support of the MIAC highlights the government's long-term policy to establish Mauritius as a pro-arbitration dispute settlement hub.

In contrast with the LCIA-MIAC Rules which relied on the LCIA Court, the new MIAC Rules rely on the Permanent Court of Arbitration. This is convenient since its sole overseas office in Africa is located in Mauritius.

Going forward, new arbitration clauses should refer to the rules of the MIAC (the MIAC Rules 2018) or the MARC (the MCCI Rules 2018). The model clauses respectively provided by them are as follows:

MIAC: Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Mauritius International Arbitration Centre.



MCCI: Any dispute, controversy, difference or claim arising out of or relating to the present contract shall be referred to and finally resolved by arbitration administered by the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC) under the MARC Arbitration Rules in force when the Request for Arbitration is submitted.