

GAR KNOW HOW COMMERCIAL ARBITRATION

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# Nigeria

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AELEX

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## Infrastructure

### 1. Is your state a party to the New York Convention? Are there any noteworthy declarations or reservations?

Nigeria is a party to the New York Convention, and it acceded to the Convention on 17 March 1970. The Convention came into force in Nigeria on 15 June 1970. The Convention, however, will only apply to the recognition and enforcement of awards made in the territory of a state party to the Convention and to contractual or non-contractual disputes arising from legal relationships that are considered as commercial under the laws of the Federal Republic of Nigeria.

### 2. Is your state a party to any other bilateral or multilateral treaties regarding the recognition and enforcement of arbitral awards?

Nigeria is a party to the International Centre for Settlement of Investment Dispute Convention and consequently enacted the International Centre for Settlement of Investments Disputes (Enforcement of Awards) Act in November 1967 (ICSID Act). The ICSID Act provides that if the award duly certified by the Secretary-General of ICSID is filed in the Nigerian Supreme Court by the party seeking its recognition for enforcement in Nigeria, the award shall for all purposes have the effect as an award contained in a final judgment of the Supreme Court and be enforceable accordingly.

Nigeria at diverse times, has also entered into other bilateral investment treaties with China, Finland, France, Germany, Italy, Republic of Korea, Morocco, the Netherlands, Romania, Serbia, South Africa, Spain, Sweden, Switzerland, Taiwan and the United Kingdom. Some of these treaties such as the treaties with Germany and South Africa, provide that arbitral awards made under them shall be binding on the parties and enforceable in territories of the parties.

### 3. Is there an arbitration act or equivalent and, if so, is it based on the UNCITRAL Model Law? Does it apply to all arbitral proceedings with their seat in your jurisdiction?

The national arbitration statute is the Arbitration and Mediation Act 2023 which repealed the Arbitration and Conciliation Act 1988. The Arbitration and Mediation Act is modelled on the UNCITRAL Model Law 1985 (as amended in 2006) and the UNCITRAL Model Law on International Commercial Mediation and International Settlement Agreements Resulting from Mediation (2018) with some variations. The Act only applies to arbitral proceedings emanating from agreements where parties have expressly stated that the Arbitration and Mediation Act will be the governing law of the agreement between parties.

Some federating states in Nigeria have their respective arbitration laws that are applicable in their respective states. For instance, the Lagos State Arbitration Law 2009 applies to all arbitrations that arise in Lagos State, except where parties have stipulated another applicable law. The Law is also modelled on the UNCITRAL Model Law inclusive of the 2006 amendments. In addition, there is the Lagos Court of Arbitration Law 2009, which establishes a court of arbitration in Lagos State.

The Delta State Arbitration Law 2022 also applies to arbitrations initiated in Delta State, unless parties agree otherwise.

### 4. What arbitration bodies relevant to international arbitration are based within your jurisdiction? Do such bodies also act as appointing authorities?

There are several networks of arbitrators and arbitration courts in Nigeria, namely the Chartered Institute of Arbitrators UK (Nigeria Branch), Maritime Arbitrators Association of Nigeria, the Institute of Construction Industry Arbitrators, the Regional Centre for International Commercial Arbitration Lagos, the Lagos Chamber of Commerce International Arbitration Centre, and the Lagos Court of Arbitration.

These bodies also act as appointing authorities.

### **5. Can foreign arbitral providers operate in your jurisdiction?**

Foreign arbitral providers may operate in Nigeria, subject to any requirement for registration as provided by the Companies and Allied Matters Act. For example, the Chartered Institute of Arbitrators (UK) has a registered branch in Nigeria.

### **6. Is there a specialist arbitration court? Is the judiciary in your jurisdiction generally familiar with, and supportive of, the law and practice of international arbitration?**

The judiciary in Nigeria does not have a specialist arbitration court.

Nigerian courts are, however, familiar with and are generally supportive of the law and practice of international arbitration. In addition, the civil procedure rules of many courts incorporate rules to facilitate the resolution of disputes by use of alternative dispute resolution, including arbitration.

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## **Agreement to arbitrate**

### **7. What, if any, requirements must be met if an arbitration agreement is to be valid and enforceable under the law of your jurisdiction? Can an arbitration agreement cover future disputes?**

The statutory requirement for an arbitration agreement to be valid and enforceable is that the arbitration agreement should be in writing. This requirement is satisfied if the agreement is recorded in any form and the information contained in it is accessible and can be used for subsequent reference.

An arbitration agreement can be made in respect of a pending or future dispute.

### **8. Are any types of dispute non-arbitrable? If so, which?**

In Nigeria, there is no codified law that distinguishes disputes that are arbitrable and those that are not. Where a law has vested exclusive jurisdiction on a subject matter in the courts, such dispute is not arbitrable. Where the law does not vest exclusive jurisdiction on the courts, the test of whether a dispute is arbitrable is whether the subject matter can be compromised by accord and satisfaction (*United World Ltd Inc v MTS* (1998) 10 NWLR (Pt 568)106) and whether the dispute is one borne out of a commercial transaction.

The courts have also held that criminal, matrimonial, bankruptcy, illegal and void contracts or matters leading to a change of the status of the parties are not arbitrable (*Mekwunye v Lotus Capital Ltd & Ors* (2018) LPELR-45546(CA).) Furthermore, disputes that affect a party's tax liability or the taxes that accrue to the government are not arbitrable (*Esso Exploration & Production (Nig) Ltd & Anor v FIRS & Anor* (2017) LPELR-51618(CA).

### **9. Can a third party be bound by an arbitration clause and, if so, in what circumstances? Can third parties participate in the arbitration process through joinder or a third-party notice?**

The general rule is that a third party is not bound by an arbitration clause (*Gamji Fertilizer Company Limited & Anor v France Appro SA S & ORS* (2016) LPELR-41245(CA). Under the Arbitration and Mediation Act, an arbitrator's power to allow the joinder of an additional party is limited to a party that is prima facie bound by the arbitration agreement. However, the Lagos State Arbitration Law allows the joinder of a party that was not originally a party to the proceedings but with the consent of the other parties.

**10. Would an arbitral tribunal with its seat in your jurisdiction be able to consolidate separate arbitral proceedings under one or more contracts and, if so, in what circumstances?**

The Arbitration and Mediation Act provides that parties may agree to consolidate arbitral proceedings.

The arbitral tribunal may consider consolidating arbitral proceedings where:

- the same arbitrators were nominated or confirmed in one or more of the arbitrations sought to be consolidated;
- all the claims in both/all arbitral proceedings arise from the same arbitration agreement;
- the claims arise from different arbitration agreements but there is a common question of law or fact in all of the arbitrations; or
- the rights of the parties to the reliefs sought under both/all the arbitrations stem from the same transactions or series of transactions; and if
- the tribunal considers the arbitrations compatible.

**11. Is the “group of companies doctrine” recognised in your jurisdiction?**

No. Parties in an arbitration are the ones that signed or agreed to subject their disputes to arbitration. Each company will be treated as a separate entity unless otherwise stated in the agreement.

**12. Are arbitration clauses considered separable from the main contract?**

Arbitration clauses are treated as separate agreements and will not be affected by the illegality or effluxion of time of the main contract. The separability of an arbitration agreement is, however, subject to the arbitrability of the dispute.

**13. Is the principle of competence-competence recognised in your jurisdiction? Can a party to an arbitration ask the courts to determine an issue relating to the tribunal’s jurisdiction and competence?**

Yes, the principle of competence-competence is recognised in Nigeria, as arbitral tribunals are competent to rule on questions pertaining to their jurisdiction, the appointment and qualification of their members and the existence or validity of the arbitration agreement.

Where the jurisdiction of the arbitral tribunal is in issue, a party may also apply to the court to determine the jurisdiction and the competence of a tribunal to hear and determine the substantive dispute.

**14. Are there particular issues to note when drafting an arbitration clause where your jurisdiction will be the seat of arbitration or the place where enforcement of an award will be sought?**

The arbitration clause must be precise and unambiguous on the governing law and seat of the arbitration. The Lagos State Arbitration Law provides that its provisions apply to arbitration proceedings within Lagos State, where the parties have not specified any other particular legislation. Where parties to arbitration proceedings within Lagos State intend that the Arbitration and Mediation Act shall govern the arbitration, it must be expressly stated in the Arbitration Agreement. The Annex to the Arbitration Rules in the First Schedule to the Arbitration and Mediation Act contains a model arbitration clause for contracts that highlights that parties to a contract should consider, including the appointing authority, number of arbitrators, seat and language of the arbitration in their arbitration clause.

**15. Is institutional international arbitration more or less common than ad hoc international arbitration? Are the UNCITRAL Rules commonly used in ad hoc international arbitrations in your jurisdiction?**

Statistics to determine the ratio of use between institutional and ad hoc arbitrations in Nigeria are not available. The factors that will influence whether parties will choose institutional or ad hoc international arbitrations, vary and include but are not limited to: the reputation of the arbitral institution, the complexity of the dispute, the value of the claim in dispute, etc.

It is not unusual for parties to select UNCITRAL Rules for ad hoc arbitration proceedings.

**16. What, if any, are the particular points to note when drafting a multi-party arbitration agreement with your jurisdiction in mind? In relation to, for example, the appointment of arbitrators.**

The Arbitration and Mediation Act provides that where parties have not agreed on the number of arbitrators, the default number is one arbitrator. In multi-party disputes, the clause should indicate the number of arbitrators to be appointed and how they should be appointed (eg, by a court order or by parties). If the intention is that each party is to appoint an arbitrator, the clause should have this provision expressly stated. The clause should also indicate how the presiding arbitrator will be appointed.

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## Commencing the arbitration

**17. How are arbitral proceedings commenced in your jurisdiction? Are there any key provisions under the arbitration laws of your jurisdiction relating to limitation periods of which the parties should be aware?**

Arbitration is commenced with a party serving the other party with a request to refer the dispute to arbitration.

The Arbitration and Mediation Act provides that limitation laws will apply to arbitral proceedings as they apply to judicial proceedings. State limitation laws provide either a five or a six-year period for the commencement of contractual actions, depending on where the action is to be instituted.

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## Choice of law

**18. How is the substantive law of the dispute determined? Where the substantive law is unclear, how will a tribunal determine what it should be?**

Parties choose the substantive law that will govern the agreement. However, where the agreement does not provide for a substantive law, the tribunal will determine the substantive law based on the conflict of laws rules that it considers applicable.

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## Appointing the tribunal

**19. Does the law of your jurisdiction place any limitations in respect of a party's choice of arbitrator?**

The Arbitration and Mediation Act does not place any limitations in respect of a party's choice of arbitrator.

A party must, however, appoint its arbitrator timeously, failing which the appointment will be made by an arbitral institution in Nigeria or the court on the application of any party to the arbitration agreement.

However, an arbitrator chosen by a party may be challenged if circumstances exist that give rise to justifiable doubts as to his or her impartiality or independence or if he or she does not possess the qualifications agreed by the parties. As such, an arbitrator must disclose any circumstances likely to give justifiable doubts as to his or her impartiality or independence and this duty to disclose continues after the person has been appointed as an arbitrator and subsists throughout the proceedings unless the arbitrator had previously disclosed the circumstances to the parties.

**20. Can non-nationals act as arbitrators where the seat is in your jurisdiction or hearings are held there? Is this subject to any immigration or other requirements?**

Yes, non-nationals can act as arbitrators. It is, however, expected that arbitrators of a different nationality would have the prerequisite permit to work in Nigeria.

**21. How are arbitrators appointed where no nomination is made by a party or parties or the selection mechanism fails for any reason? Do the courts have any role to play?**

Where parties are unable to appoint an arbitrator due to a failure in nomination or the selection mechanism fails within 30 days of being required to make the appointment, in a domestic arbitration, the appointment will be made by an arbitral institution in Nigeria or the court on the application of any party to the arbitration agreement.

For international arbitrations, if within 30 days of the appointment of the second arbitrator, the two arbitrators have not agreed on the choice of the presiding arbitrator, on the application of any of the parties, the presiding arbitrator shall be appointed by the appointing authority in the agreement. Where the parties have not designated an appointing authority, the default appointing authority for international arbitrations under the Act, which is the Director of the Regional Centre for International Commercial Arbitration, Lagos, shall appoint the presiding arbitrator.

**22. Are arbitrators afforded immunity from suit under the law of your jurisdiction and, if so, in what terms?**

Yes. Arbitrators and their employees are not liable for anything done or omitted to be done in the discharge of their functions.

**23. Can arbitrators secure payment of their fees in your jurisdiction? Are there fundholding services provided by relevant institutions?**

Arbitral Tribunals may secure payment of their fees via statutory lien under the Arbitration and Mediation Act and Arbitration Law of Lagos.

The Lagos Court of Arbitration provides fundholding services.

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## Challenges to arbitrators

**24. On what grounds may a party challenge an arbitrator? How are challenges dealt with in the courts or (as applicable) the main arbitration institutions in your jurisdiction? Will the IBA Guidelines on Conflicts of Interest in International Arbitration generally be taken into account?**

Under the Arbitration and Mediation Act, an arbitrator may be challenged if circumstances exist that give rise to justifiable doubt as to his or her impartiality or independence or if he or she does not possess the qualifications agreed by the parties.

Under the Arbitration Law of Lagos State, a party to arbitral proceedings may apply to the High Court of Lagos State, upon giving notice to the other party and the challenged arbitrator, to remove an arbitrator

on the grounds upon which the challenge is brought. The High Court may, however, exercise its power of removal only after the arbitral tribunal or the appointing authority has concluded the challenge procedure.

An arbitrator may be challenged if:

- circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence;
- the arbitrator does not possess the qualifications agreed by the parties;
- the arbitrator is physically or mentally incapable of conducting the proceeding or there is justifiable doubt as to the arbitrator's capacity to do so; or
- the arbitrator has refused or failed to use all reasonable despatch in conducting the proceedings or making an award, and that substantial injustice has been or will be caused to the applicant.

The IBA Guidelines on Conflicts of Interest in International Arbitration may be considered if referred to by the parties during the challenge proceedings.

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## Interim relief

### **25. What main types of interim relief are available in respect of international arbitration and from whom (the tribunal or the courts)? Are anti-suit injunctions available where proceedings are brought elsewhere in breach of an arbitration agreement?**

Interim reliefs vary from interim injunctions, measures to maintain the status quo pending the determination of the dispute, measures to preserve assets or evidence, or the provision of security for costs. These interim reliefs can be granted by both the court and the tribunal. The high courts can issue interim measures pending the constitution of the tribunal. Where a party commences an action in court in defiance of the arbitration agreement, Nigerian courts may grant anti-suit injunctions to support the parties' agreement to resolve their disputes by arbitration.

### **26. Does the law of your jurisdiction allow a court or tribunal to order a party to provide security for costs?**

Yes, a court or tribunal may order a party to provide security for costs.

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## Procedure

### **27. Are there any mandatory rules in your jurisdiction that govern the conduct of the arbitration (eg, general duties of the tribunal and/or the parties)?**

The Arbitration Rules in the First Schedule to the Arbitration and Mediation Act govern the conduct of arbitrations conducted pursuant to the Act subject to modifications that may be made by parties.

### **28. What is the applicable law (and prevailing practice) where a respondent fails to participate in an arbitration?**

Section 30 of the Arbitration and Mediation Act requires the arbitral tribunal to accord each party equal treatment and give them a reasonable opportunity of presenting their cases. If a respondent fails to participate in the arbitration, the tribunal will continue with the proceedings and publish its award after confirmation that the respondent is aware of the ongoing proceedings and has been given the opportunity to participate.

**29. What types of evidence are usually admitted, and how is evidence usually taken? Will the IBA Rules on the Taking of Evidence in International Arbitration generally be taken into account?**

Both oral and documentary evidence are admitted. Parties can also testify in person, or virtually as may be directed by the Tribunal. Witness statements are usually filed, with witnesses being made available for oral cross-examination and re-examination. Tribunals may agree to be guided by the IBA Rules on Taking of Evidence in International Commercial Arbitration or the Prague Rules if the parties agree to its use, but Tribunals are not bound to adopt either of these rules.

**30. Will the courts in your jurisdiction play any role in the obtaining of evidence?**

Upon application by a party, the court can make an order compelling the attendance of a witness wherever the witness may be within Nigeria. Similarly, the court may also order that a prisoner be produced to testify before the tribunal. The court may also grant interim reliefs to stall the dissipation of material evidence.

**31. What is the relevant law and prevailing practice relating to document production in international arbitration in your jurisdiction?**

Parties have an obligation to provide all the documents they consider relevant to the arbitral proceedings. Either party may apply to the tribunal to order the production of documents which are in the possession of the opposing party. The tribunal, however, does not have the power to enforce the production of documents and as such, upon an application being made, the court may compel the production of documents for use at the tribunal.

**32. Is it mandatory to have a final hearing on the merits?**

No. Parties can agree on a documents-only procedure.

**33. If your jurisdiction is selected as the seat of arbitration, may hearings and procedural meetings be conducted elsewhere?**

Hearing and procedural meetings can be conducted elsewhere even if Nigeria is selected as the seat of arbitration.

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## Award

**34. Can the tribunal decide by majority?**

Yes, unless the parties to the arbitration otherwise agree.

**35. Are there any particular types of remedies or relief that an arbitral tribunal may not grant?**

The tribunal cannot make orders against third parties.

**36. Are dissenting opinions permitted under the law of your jurisdiction? If so, are they common in practice?**

Dissenting opinions are permitted, as the Arbitration and Mediation Act provides that unless otherwise agreed by the parties, an award must be by the majority of the arbitrators.

**37. What, if any, are the legal and formal requirements for a valid and enforceable award?**

The award must be in writing and signed by the arbitrators or a majority of them (with the reasons for non-signature stated). The reasons upon which the award is based should be stated unless the parties have agreed otherwise. It must be dated and state the seat of the arbitration. A copy of the duly signed award must be delivered to each of the parties.

**38. What time limits, if any, should parties be aware of in respect of an award? In particular, do any time limits govern the interpretation and correction of an award?**

A party may, within 30 days of the receipt of an award and with notice to the other party, request the tribunal to correct any computation, clerical or typographical errors or any errors of a similar nature in the award, or to give an interpretation of a specific point or part of the award. The arbitral tribunal is required to make the requested correction (if justified) or give an interpretation of the award within 45 days of receiving the request. An arbitral tribunal may also independently make corrections to the award within 30 days of communicating the award to the parties.

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## Costs and interest

**39. Are parties able to recover fees paid and costs incurred? Does the “loser pays” rule generally apply in your jurisdiction?**

Parties can recover fees paid and costs incurred if they ask for it and to the extent that the tribunal finds the fees and costs incurred reasonable. Costs follow the event unless the parties have agreed to bear their respective costs. Thus, subject to any factors that may make the tribunal order reduced costs or shift the burden of costs, the loser bears the ascertained costs of the arbitration.

**40. Can interest be included on the principal claim and costs? Is there any mandatory or customary rate?**

Yes. Unless parties otherwise agree, an arbitral tribunal can award pre-award and post-award interest on a simple or compound basis as it deems appropriate. Interest is a special damage that must be pleaded and proven, unless the rate is agreed by the parties. There is an implied power on the tribunal to award post-award interest based on the bank rate as approved from time to time by the Central Bank of Nigeria.

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## Challenging awards

**41. Are there any grounds on which an award may be appealed before the courts of your jurisdiction?**

An arbitral award cannot be appealed.

**42. Are there any other bases on which an award may be challenged, and if so what?**

A party to an arbitration under the Arbitration and Mediation Act may apply to the high court to have an award set aside on the following grounds:

- a party to the arbitration agreement was under some legal incapacity;
- the arbitration agreement is invalid either under Nigerian law or under the law chosen by the parties;

- the aggrieved party was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, or was otherwise unable to present its case;
- the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration;
- the tribunal went beyond the scope of the arbitration;
- the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the parties' agreement or the Act;
- the award is not yet binding or has been suspended or set aside by a court or under a law of the country where it was made;
- the subject matter of the dispute is incapable of settlement by arbitration under Nigerian law; or
- the award is against Nigerian public policy.

Parties to an arbitration under the Act may agree that an application to review the arbitral award should be referred to an Award Review Tribunal to address a challenge of the arbitral award on the above grounds. However, where the Award Review Tribunal has affirmed the award, the aggrieved party can only make an application to the High Court to set aside the award on the following grounds:

- the subject matter of the dispute is incapable of settlement by arbitration under Nigerian law; or
- the award is against Nigerian public policy.

#### **43. Is it open to the parties to exclude by agreement any right of appeal or other recourse that the law of your jurisdiction may provide?**

There is no right of appeal against an award, and parties cannot by their agreement vest a right of appeal against an award. Though generally, parties by their contracts can decide to waive their rights, the Arbitration and Mediation Act does not give parties to arbitration agreements governed by the Act, the right to agree that no party can apply to challenge the recognition or enforcement of an award. Arguably, the court will entertain an application to challenge the recognition or enforcement of an award despite an otherwise agreement of the parties not to so challenge a final award.

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## **Enforcement in your jurisdiction**

#### **44. Will an award that has been set aside by the courts in the seat of arbitration be enforced in your jurisdiction?**

No, it cannot be enforced in Nigeria.

#### **45. What trends, if any, are suggested by recent enforcement decisions? What is the prevailing approach of the courts in this regard?**

The courts have become more receptive to enforcement applications and the courts may award costs against parties who fail in the bid to challenge arbitral awards. However, a party seeking to enforce an arbitral award has to apply to a court that could ordinarily exercise original jurisdiction of the cause of action. Where there are reasons to believe that the subject matter of the award could be dissipated, a party may apply for the accelerated hearing of the enforcement application.

#### **46. To what extent might a state or state entity successfully raise a defence of state or sovereign immunity at the enforcement stage?**

A state or state entity against which enforcement proceedings are brought could argue that the arbitral award is contrary to public policy. The state or state entity is likely to raise a successful defence of state immunity where the assets against which enforcement is sought can be shown to be non-commercial assets.

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## **Further considerations**

#### **47. To what extent are arbitral proceedings in your jurisdiction confidential?**

Although the Arbitration and Mediation Act does not expressly provide that arbitration hearings are confidential, there is an implied duty of confidentiality as the arbitration rules refer to privacy of the hearings. Furthermore, an award may be made public by the arbitrators only with the consent of both parties.

#### **48. What is the position relating to evidence produced and pleadings filed in the arbitration? Are these confidential? Is there any way that they might be relied on in other proceedings (whether arbitral or court proceedings)?**

Evidence produced and pleadings filed in arbitration are impliedly confidential. However, where a party seeks to enforce or set aside an arbitral award in court, the evidence and pleadings produced may be relied upon in court and as such, become part of the records of the court that are open to the public. There are no legal restrictions that prevent a party from relying on documents produced in the arbitration in subsequent court or arbitral proceedings.

#### **49. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your jurisdiction?**

Applicable ethical codes include:

- the Legal Practitioners Act;
- Rules of Professional Conduct for Legal Practitioners;
- case law on professional standards; and
- rules of conduct of arbitral bodies.

#### **50. Are there any particular procedural expectations or assumptions of which counsel or arbitrators participating in an international arbitration with its seat in your jurisdiction should be aware?**

A legal practitioner within the definition of Nigerian law is one called to the bar in Nigeria. This, therefore, means that only persons called to the bar as barristers and solicitors of the Supreme Court of Nigeria can represent a party in a domestic arbitration.

#### **51. Is third-party funding permitted in your jurisdiction? If so, are there any rules governing its use?**

The Arbitration and Mediation Act permits third-party funding and provides that the common law torts of maintenance and champerty are inapplicable to third-party funding of arbitration. The party benefitting from a third-party funding agreement must give written notice of the name and address of the third-party funder to the other party to the arbitration, the arbitral tribunal and the arbitral institution, where applicable. The written notice must be given as soon as the agreement is made.



**Adedapo  
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Mr. Adedapo Tunde-Olowu SAN, is the managing partner at AELEX. His practice focuses on the resolution of disputes relating to Foreign Direct Investment, Tax, Transportation, Mining, Banking and Finance matters. He has over 30 years' experience in commercial litigation and arbitration and has acted as counsel or as arbitrator in several arbitral proceedings. He has practised extensively before all the superior courts of record in Nigeria.

He advises clients from around the world on direct or portfolio foreign investment and legal issues relating to insolvency, labour law, receivership and corporate liquidation. He also represents international flag carriers in matters ranging from passenger, cargo and baggage claims to insurance disputes.

He is recognised by the Legal 500 EMEA (2015) as having "extensive experience in commercial litigation and arbitration." He is one of the 31 litigators highlighted in the 2021 edition of Who's Who Legal Nigeria for their outstanding work in the field of handling disputes. Who's Who Legal named him as a National Leader in Litigation described him as "highly praised for his 'outstanding intellect' and his extensive experience handling complex disputes relating to tax, transportation, banking and finance."

Dapo is from Lagos State. He graduated from the University of Benin in 1987 and holds a Masters of Laws Degree (LL.M) from the University of Lagos (2003). He is a Fellow of the Chartered Institute of Arbitrators (UK), the Chartered Institute of Taxation and the Institute of Construction Industry Arbitrators.

He is a member of the Nigerian Bar Association, the International Bar Association, the London Court of International Arbitration (African Users' Council) and the Law Society of England and Wales. He is on the Kigali International Arbitration Centre's panel of international arbitrators. He was admitted to practise law in Nigeria in 1988, and in England and Wales in 2009. He was appointed a Notary Public in 2006. He also attained the rank of Senior Advocate of Nigeria in 2020.

He is passionate about the development of Nigeria's legal jurisprudence and heads the editorial team that produced the Aviation Law Reports of Nigeria (AVLRN), a specialised report covering judgments of the Supreme Court, the Court of Appeal and the Federal High Court on aviation matters.



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Oluwaseun is a senior associate in the dispute resolution practice group of the firm. She has over nine years advocacy experience, representing clients in employment, intellectual property, contracts, competition and trusts, debt recovery, insolvency and business restructuring litigation.

A graduate of the University of Hertfordshire, she is particularly active in LCIA, UNCITRAL and ICC international arbitration disputes, covering the construction, retail, manufacturing, energy, oil and gas industries.

In 2016, she was appointed a director of the Lagos Court of Arbitration-Young Arbitrators Network (LCA-YAN) for a term of two years and in 2018, was appointed a co-chair of the association.

She regularly writes and speaks on international arbitration and advocacy.



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Oluwatosin is an associate in the firm's dispute resolution, tax and international trade practice groups.

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## **AELEX**

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