

# IBA ARBITRATION COMMITTEE

## Sub Committee on recognition and enforcement of arbitral awards

### COUNTRY REPORT ON LOCAL REQUIREMENTS FOR THE VALIDITY OF THE ARBITRAL AWARD

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27/10/23

Mauritius			
I. General questions		(Yes/ No /NA)	Additional comments, if any.
I.1	Has the country that you are reporting about adopted the UNCITRAL Model Law?	Yes	The International Arbitration Act 2008 ("IAA") contains a number of enhancements such as the negative effect of the principle of competence-competence and the priority of the arbitral tribunal to order interim measures.
I.2	Is it required for the award to result from an agreement to arbitrate?	Yes	Section 4 of the IAA governs the arbitration agreement.
I.2.a	if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate have to be transcribed into the award?	No	It is not required to transcribe the agreement into the award under Section 36 of the IAA.
I.2.b	Does the agreement to arbitrate have to be attached to the award?	No	The agreement to arbitrate does not need to be attached to the award under Section 36 of the IAA.
I.2.c	If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?	N/A	

I.2.d	If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?	N/A	
I.3	<b>Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?</b>	<b>No</b>	According to Section 36(2) of the IAA, the arbitral tribunal may make an award on any specific issue in the arbitration.
I.3.a	If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order?	N/A	
I.4	<b>Does the award must comply with certain minimal formal requirements?</b>	<b>Yes</b>	Section 36(3) of the IAA states that the award must be made in writing and must be signed by the arbitrator, or, in arbitrations with more than one arbitrator, by the majority or, in some instances, by the presiding arbitrator.
I.4.a	If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?	No	Section 36(6) of the IAA states that after the award is made, a signed copy will be given to each of the parties. No mention is made whether the original award is to be authenticated.
I.4.b	If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?	Yes	Section 36(3) of the IAA states that an award shall be made in writing.
I.4.c	If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?	No	Under Section 36(4) of the IAA, reasons must be given in the award unless the parties have agreed that no reasons are to be given or the award is on agreed terms.
I.4.d	If your answer to question <u>I.4</u> is yes, is it required for the award to indicate the place of arbitration?	No	Section 36(5) of the IAA states that the award shall always be deemed to have been made at the juridical seat of arbitration. No mention is made regarding

			the indication of the place of arbitration.
I.4.e	If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?	Yes	Section 36(5) of the IAA states that an award shall state the date on which the award was made.
I.4.f	If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?	No	The law does not impose such a condition, simply that the award shall state the date on which it was made and that it must be signed.
I.4.g	If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award?	No	The law does not impose such a condition.
I.4.h	If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?	No	Section 36(6) of the IAA states that a signed copy shall be delivered to each party but does not specifically require that the award be sent to the parties on the date it was made.
<b>I.5</b>	<b>Are partial awards permitted?</b>	<b>Yes</b>	
I.5.a	If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?		Section 36 of the IAA states that tribunals are free to issue awards at different points in time during the proceedings on different aspects of the matters to be determined. In particular, an award may be made on any specific issue in the arbitration or on a part only of the claims or counterclaims submitted to it.
<b>I.6</b>	<b>Are rectificative or interpretative additional awards permitted?</b>	<b>Yes</b>	Section 38 of the Act allows for correction, interpretation and additional awards.

I.6.a	If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?	Yes	
I.6.b	If your answer to question <u>I.6.a</u> is yes, which is the deadline?		<p>Under Section 38(2), corrections or interpretations shall be made within 30 days of the receipt of a request</p> <p>Under Section 38(3), a correction made on the tribunal's own initiative shall be made within 30 days of the date of the award.</p> <p>Under Section 38(4), the tribunal shall make an additional award on a claim that had been omitted from the award within 30 days of the date on which the tribunal considers that a party's request to make the additional award is justified.</p>
I.6.c	If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?		<p>A correction or interpretation forms part of the initial award (Section 38(2)).</p> <p>An additional award on a claim that was omitted from the initial award is considered as a separate award.</p>
I.6.d	If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?		<p>An additional award on a claim that was omitted from the initial award is considered as a different award.</p>
I.6.e	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?		<p>An arbitral tribunal may correct any errors in computation, any clerical or typographical errors or any errors of a similar nature.</p>

I.6.f	If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued?		Section 38(1)(b) states that if so agreed by the parties, a party, with notice to all other parties, may request the arbitral tribunal to give an interpretation of a specific part of the award.
<b>I.7</b>	<b>Are interim or preliminary awards permitted?</b>	<b>Yes</b>	
I.7.a	If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?		It is unclear whether such decisions can be made on an interim or preliminary basis.
I.7.b	If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?		It is unclear whether such decisions can be made on an interim or preliminary basis.
I.7.c	If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of a particular provision subject to an interim award?		It is unclear whether such decisions can be made on an interim or preliminary basis.
I.7.d	If your answer to question <u>I.7</u> is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award?	No	Interim measures granted in the form of an award are enforceable under the IAA irrespective of whether a final award has also been given.
<b>I.8</b>	<b>Are awards by consent accepted?</b>	<b>Yes</b>	Under Section 35 of the IAA, it is possible for the tribunal to render an award on agreed terms
I.8.a	If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?	Yes	
I.8.b	If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.		In addition to the normal requirements, under Section 35 of the IAA, an award on agreed terms must state that it is an award.
<b>I.9</b>	<b>Are default awards accepted?</b>	<b>Yes</b>	Section 27 of the IAA provides for the situation where a party leaves

			default, but does not refer to an award given in such circumstances as a “default award”
I.9.a	If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?	No	
I.9.b	If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?	No	Any award must comply with the requirements discussed above. Section 36 of the IAA makes all awards, including partial awards, rendered by the arbitral tribunal final.
I.9.c	If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?	No	
I.9.d	If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?	No	The IAA is silent on this specific issue. However the IAA does allow an award to be set aside where a breach of natural justice has occurred during the proceedings.
I.9.e	If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award?	No	The IAA is silent on this specific issue. However the IAA does allow an award to be set aside where a breach of natural justice has occurred during the proceedings.
<b>I.10</b>	<b>Is there a time limit requirement to render the award?</b>	<b>No</b>	
I.10.a	If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit.		
<b>I.11</b>	<b>Are arbitrators required to meet certain qualifications?</b>	<b>No</b>	Parties are free to agree on the qualifications required of an arbitrator and any such agreement should be complied with.

I.11.a	If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements.	N/A	
<b>II. Language</b>			
<b>II.1</b>	<b>Is it required for the award to be written in the language of the arbitral proceeding?</b>	<b>N/A</b>	The IAA is silent on this issue.
II.1.a	If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?	N/A	
II.1.b	If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award?	N/A	
II.1.c	If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?	No	There is no such requirement in the IAA.
II.1.d	If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?	No	There is no such requirement in the IAA.
II.1.e	If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?	No	There is no such requirement in the IAA.
II.1.f	If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?	No	There is no such requirement in the IAA.
<b>II.2</b>	<b>Are there any circumstances that must be taken into consideration in order to determine the language of the award?</b>	<b>No</b>	The IAA does not provide any circumstances that must be taken into consideration. Section 24(3)(b) simply empowers the tribunal to determine the language to be used in the proceedings where the parties have not chosen a language. In such a situation, the language is determined at the tribunal's discretion.
II.2.a	If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators?	N/A	

II.2.b	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	
II.2.c	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?	N/A	
II.2.d	If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?	N/A	
II.2.e	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?	N/A	
II.2.f	If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?	N/A	
II.3	<b>Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?</b>	<b>Yes</b>	<p>The award may contain two languages if the parties have so agreed.</p> <p>In the absence of such an agreement, the position is less clear. Mauritius has a mixed legal system with both common law (in English) and civil law (in French). It is common that judgments may contain quotes in the French language. However, Section 24(3)(b) of the Act states that failing agreement by the parties on the language to be used, the arbitral tribunal may determine “the language” to be used in the proceedings. The use of the word “language” in the singular in the IAA has not been interpreted by the Courts.</p>
II.3.a	If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators?	N/A	
II.3.b	If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?	N/A	



II.3.c	If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?	N/A	
II.3.d	If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?	N/A	
II.3.e	If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?	N/A	
II.3.f	If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?	N/A	
II.3.g	If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text ( <i>ie. sworn translator</i> )?	N/A	
<b>III. Signature, date and place</b>			
III.1	Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?	N/A	<p>The IAA is silent on this issue. Electronic signatures are widely accepted in Mauritius under the Electronic Transactions Act. It has not yet been determined by the Courts whether an award would fall under the ambit of Electronic Transactions Act so as to be considered as satisfying the requirement of signature under the IAA. It is expected that courts will be flexible given the context and the legislative approach adopted on the requirement of "writing" in relation to arbitration agreements. Short of guidance from the Courts or an amendment to the Electronic Transactions Act or the IAA to specifically provide for electronic signatures in an award, one should exercise caution.</p>

III.1.a	If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?	N/A	
III.1.b	If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?	N/A	
III.1.c	If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.	N/A	
III.2	<b>In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?</b>	<b>Yes</b>	
III.2.a	If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing?	Yes	Section 36(3) of the IAA states that an award shall be signed by the majority of all members of the tribunal provided that the reason for any omitted signature is stated.
III.3	<b>In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?</b>	<b>Yes</b>	There is nothing in the IAA that indicates that a dissenting arbitrator cannot sign the award.
III.3.a	If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator?	No	
III.3.b	Are the non-dissenting arbitrators required to analyze the dissenting opinion?	No	There is no such requirement under the IAA.
III.4	<b>In the case of unanimous decision, are all arbitrators required to sign the award?</b>	<b>No</b>	Section 36(3) of the IAA states that an award shall be signed by the majority of all members of the tribunal provided that the reason for any omitted signature is stated.
III.4.a	If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?	No	The general rule that the award should be signed by a majority applies. However, under Section 36(3) of the IAA, signature of the president of the tribunal will

			suffice where there is no majority in the decision-making process.
<b>III.5</b>	<b>Is initialling of all the pages of the award required?</b>	<b>No</b>	
III.5.a	If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?	N/A	
III.5.b	If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?	N/A	
III.5.c	If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?	Yes	There is nothing in the IAA that indicates that initialling would not be permitted.
<b>III.6</b>	<b>In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?</b>	<b>No</b>	
III.6.a	If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?	Yes	There is nothing in the IAA that indicates that initialling would not be permitted.
<b>III.7</b>	<b>Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?</b>	<b>No</b>	Under Section 36(5) of the IAA, an award is deemed to have been made at the juridical seat of the arbitration.
III.7.a	If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing?	Yes	
III.7.b	If your answer to question <u>III.7.a</u> is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?	N/A	
III.7.c	If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?	N/A	
III.7.d	If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?	No	

III.8	<b>Is there any additional signature requirement applicable to the jurisdiction you are reporting about?</b>	No	
III.8.a	If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.	N/A	
III.9	<b>Is it required for the arbitral award to bear the date?</b>	Yes	Section 36(5) states that the award must bear the date.
III.9.a	If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?	N/A	The IAA requires that the award state the date on which it was made, as opposed to the date on which each arbitrator signed it.
III.9.b	If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?	N/A	
III.9.c	If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?	N/A	
III.9.d	If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?	N/A	
III.9.e	If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?	N/A	
III.9.f	If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)?	N/A	
III.9.g	If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?	N/A	
III.9.h	If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?	No	There is no such requirement under the IAA.
III.9.i	If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?	N/A	

III.9.j	If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?	N/A	
III.10	<b>Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?</b>	N/A	The IAA is silent on this issue.
III.11	<b>Are the arbitrators free to choose the date in which their award will become effective?</b>	N/A	The IAA is silent on this issue.
III.11.a	If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?	N/A	
III.11.b	If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective.	N/A	
III.12	<b>Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?</b>	No	Section 36(5) states that the award shall always be deemed to have been made at the juridical seat of the arbitration.
III.12.a	If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?	No	There is no such requirement under the IAA.
III.12.b	If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?	No	There is no such requirement under the IAA.
III.13	<b>Are arbitrators or the arbitral institution required to stamp the award?</b>	No	There is no such requirement under the IAA..
III.13.a	If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?	N/A	
III.13.b	If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)?	N/A	
III.14	<b>Are arbitrators or the arbitral institution required to bind the award?</b>	No	There is no such requirement under the IAA.

III.14.a	If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?	N/A	
<b>IV. Notification of the award</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
<b>IV.1</b>	<b>Are there any specific required means for the notification of the award?</b>	No	Section 36(6) of the IAA states that a copy of the signed award is to be delivered to each party.
IV.1.a	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	N/A	
IV.1.b	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?	N/A	
IV.1.c	If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance?	N/A	
<b>IV.2</b>	<b>Is it permitted for the relevant arbitration institution to perform the notification of the award?</b>	Yes	The IAA does not require that the award be delivered to the parties directly by the tribunal.
<b>IV.3</b>	<b>In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?</b>	No	There is no such requirement under the IAA.
IV.3.a	If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?	Yes	There is nothing in the IAA that suggests that such notification would not be permitted.
<b>IV.4</b>	<b>In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?</b>	No	There is no such requirement under the IAA.
IV.4.a	If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?	Yes	There is nothing in the IAA that suggests that such notification would not be permitted.

<b>IV.5</b>	<b>Is it required to provide each of the parties with an original version of the award?</b>	No	Section 36(6) of the IAA provides that a signed copy of the award is to be delivered to each party.
IV.5.a	If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)?	N/A	
IV.5.b	If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?	N/A	
IV.5.c	If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?	N/A	
<b>IV.6</b>	<b>Is it required to provide each of the arbitrators with an original version of the award?</b>	No	There is no such requirement under the IAA.
IV.6.a	If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?	No	There is no such requirement under the IAA.
IV.6.b	If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?	No	There is no such requirement under the IAA.
<b>IV.7</b>	<b>Is it required to provide an original version of the award to the courts of the seat of arbitration?</b>	No	There is no such requirement under the IAA.
IV.7.a	If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?	N/A	
IV.7.b	If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought?	N/A	
IV.7.c	If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?	N/A	
IV.7.d	If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?	No	There is no such requirement under the IAA.
<b>IV.8</b>	<b>Is it required for the notification of the award to be made by international courier?</b>	No	

IV.8.a	If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?	N/A	
IV.8.b	If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.	N/A	
IV.8.c	If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?	Yes	Delivery of a signed copy of the award may be made by international courier.
IV.9	<b>Is it required for the notification of the award to be made by public postal services?</b>	No	There is no such requirement under the IAA.
IV.9.a	If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?	N/A	
IV.9.b	If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.	N/A	
IV.9.c	If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?	Yes	Delivery of a signed copy of the award may be made by public postal services.
IV.10	<b>Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?</b>	No	There is no such requirement under the IAA.
IV.10.a	If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?	Yes	There is nothing in the IAA to suggest that delivery of the signed copies cannot be made at these locations.
IV.11	<b>After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?</b>	No	There is no such requirement under the IAA.
IV.11.a	If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?	N/A	
IV.11.b	If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.	N/A	



IV.12	<b>Is there any time limit established for notification purposes?</b>	No	There is no specific time limit in the IAA.
IV.12.a	If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place.	N/A	
IV. 12	<b>Are there any additional specific local requirements for the notification of the award?</b>	No	
IV.12.a	If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?	N/A	
<b>V. Confidentiality</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
V.1	<b>Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?</b>	No	There is no such requirement under the IAA.
V.1.a	If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?	No	
V.2	<b>Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?</b>	No	The IAA does not expressly provide for a general rule of confidentiality of arbitration proceedings. It is however understood that parties may do so contractually.
V.2.a	If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal?	No	
V.3	<b>Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?</b>	N/A	The IAA does not expressly provide for a general rule of confidentiality of arbitration proceedings.
V.3.a	If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?	N/A	

V.3.b	If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.	N/A	
V.4	<b>Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?</b>	N/A	The law is silent on this issue but the parties may agree on confidentiality and how it is to be preserved.
V.4.a	If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	
V.4.b	If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	
V.5	<b>Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?</b>	N/A	The law is silent on this issue but the parties may agree on confidentiality and how it is to be preserved.
V.5.a	If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?	N/A	
V.5.b	If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.	N/A	
V.6	<b>Does the award need to explicitly provide if it is (or not) of confidential nature?</b>	N/A	The law is silent on this issue but the parties' agreement may so provide.
<b>VI. Secretary of the Arbitral Tribunal</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
VI.1	<b>Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?</b>	No	The IAA does not address this issue and seems to imply that the award is to be drafted by the arbitrator or the tribunal.
VI.1.a	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?	N/A	

VI.1.b	If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?	N/A	
VI.1.c	If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.	N/A	
VI.1.d	If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal.	N/A	
VI.2	<b>Is it required for the award to state the name of the arbitral tribunal secretary?</b>	No	The law is silent on this issue.
VI.2.a	If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?	N/A	
VI.2.b	If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?	N/A	
VI.2.c	If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?	N/A	
VI.3	<b>In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?</b>	N/A	
<b>VII. Content of the award</b>		(Yes/ No /NA)	<b>Additional comments, if any.</b>
VII.1	<b>Is it mandatory to state within the award the reasons upon which the award is based?</b>	No	Section 36(4) of the IAA states that an award shall state the reasons on which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms.
VII.2	<b>Is it mandatory to state within the award additional administrative or procedural issues/information?</b>	No	There is no requirement in law to give the information unless they constitute reasons for the Award. In such a case, these reasons

			should be given under Section 36(4) of the Act unless the parties have otherwise agreed.
VII.2.a	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?	N/A	
VII.2.b	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?	N/A	
VII.2.c	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?	N/A	The award must state the date on which it was made.
VII.2.d	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?	N/A	
VII.2.e	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal?	N/A	In the absence of the parties' agreement on the juridical seat of arbitration, it is for the tribunal to decide this issue and this decision is expected to be made in an award.
VII.2.f	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?	N/A	
VII.2.g	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?	N/A	
VII.2.h	If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal?	N/A	
VII.2.i	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?	N/A	The tribunal must decide the dispute in accordance with "rules of law" chosen by the parties or failing such choice, determined to be applicable by the tribunal.

VII.2.j	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?	N/A	
VII.2.k	If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?	N/A	It is expected that such a determination will be stated in an award.
VII.2.l	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?	N/A	
VII.2.m	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?	N/A	
VII.2.n	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?	N/A	
VII.2.o	If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?	N/A	
VII.2.p	If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative?	N/A	
VII.2.q	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?	N/A	
VII.2.r	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?	N/A	
VII.2.s	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?	N/A	
VII.2.t	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?	N/A	
VII.2.u	If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?	N/A	
VII.2.v	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case?	N/A	

VII.2.w	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?	N/A	
VII.2.x	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?	N/A	
VII.2.y	If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?	N/A	
VII.2.z	If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?	N/A	
VII.2.aa	If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award?	N/A	
VII.3	<b>If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?</b>	N/A	The IAA does not specifically require that the procedural history be included in the award.
VII.3.a	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?	N/A	
VII.3.b	If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?	N/A	
VII.3.c	If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history?	N/A	
VII.3.d	If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?	N/A	
VII.3.e	If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?	N/A	
VII.3.f	If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?	N/A	
VII.4	<b>If the award follows a prior award, is it required for the newer award to make reference to the prior award?</b>	No	The IAA does not address this issue.

VII.4.a	If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?	N/A	
VII.4.b	If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?	N/A	
VII.4.c	If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?	N/A	
VII.4.d	If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?	N/A	
VII.4.e	If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?	N/A	
<b>VII.5</b>	<b>Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?</b>	<b>No</b>	The IAA does not specifically require that that basis be included in the award.
VII.5.a	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?		
VII.5.b	If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award?		
<b>VII.6</b>	<b>Is it required for the award to recite the parties' request for relief?</b>	No	The IAA contains no such requirement.
VII.6.a	If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?	N/A	
<b>VII.7</b>	<b>Is it required for the award to identify the issues to be decided by the arbitral tribunal?</b>	No	The IAA does not contain any specific requirement on this point.
VII.7.a	If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?	N/A	

<b>VII.8</b>	<b>Is it required for the award to contain an account of the relevant facts of the dispute?</b>	No	The IAA does not contain any specific requirement on this point.
VII.8.a	If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?	N/A	
VII.8.b	If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?	N/A	
<b>VII.9</b>	<b>Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?</b>	No	The IAA does not contain any specific requirement on this point.
VII.9.a	If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)?	N/A	
VII.9.b	If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?	N/A	
VII.9.c	If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?	N/A	
<b>VII.10</b>	<b>If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>	No	The IAA does not contain any specific requirement on this point.
<b>VII.11</b>	<b>If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?</b>	Yes	An award must contain reasons unless the parties have agreed otherwise. If such a determination is made in an award, subject to the parties agreement, the tribunal's reasoning should therefore also be included in that award.
<b>VII.12</b>	<b>If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>	N/A	The IAA has no specific provisions on this matter. The only requirements are found under Section 36 of the IAA.



VII.13	<b>If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?</b>	Yes	<p>The tribunal must decide the dispute in accordance with “rules of law” chosen by the parties or failing such choice, determined to be applicable by the tribunal.</p> <p>If such a determination is made in an award, subject to the parties agreement that no reasons will be given, the tribunal’s reasoning should therefore also be included in that award.</p>
VII.14	<b>Is there any tax requirement that must be met by the arbitral tribunal when writing the award?</b>	No	The IAA does not contain any specific requirement on this point.
VII.14.a	If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.		
VII.15	<b>Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?</b>	No	The IAA does not contain any specific requirement on this point.
VII.15.a	If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement.		
<b>VIII. Reasoning and findings</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
VIII.1	<b>Is it required for the award to contain the arbitral tribunal’s reasoning?</b>	Yes	Section 36(4) states that an award should state the reasons the award is based unless otherwise agreed by parties.
VIII.1.a	If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?	No	The IAA is silent on the extent to which reasons should be given.
VIII.1.b	If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required.	N/A	

VIII.1.c	If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?	N/A	The IAA is silent on this point.
VIII.2	<b>Is the arbitral tribunal required to address each of the parties' main arguments on each issue?</b>	<b>No</b>	The IAA does not contain such a requirement.
VIII.3	<b>Is it permitted for the award to be issued without reasons?</b>	<b>Yes</b>	Section 36(4) of the IAA permits the award to be issued without reasons if the parties have so agreed.
VIII.4	<b>Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?</b>	<b>Yes</b>	Section 32(4) allows the tribunal to act as such only if the parties have expressly authorised it to do so.
VIII.5	<b>Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?</b>	<b>Yes</b>	This is our opinion on the basis of Section 32(1) of the IAA which states that the tribunal shall decide the dispute in accordance with "rules of law" chosen by the parties or determined to be applicable by the tribunal as the case may be, but provided the parties have not been unable to present their case and the rules of natural justice have been respected.
VIII.5.a	If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?	No	
VIII.5.b	If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle?		It is our opinion that the tribunal can do so to the extent that it is required in order to decide the dispute.
<b>IX. Operative part (<i>dispositif</i>)</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
IX.1	<b>Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?</b>	<b>No</b>	The IAA does not contain such a requirement.

IX.1.a	If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)?	N/A	
IX.1.b	If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.	N/A	
IX.2	<b>In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?</b>	No	The IAA does not contain such a requirement.
IX.3	<b>Are arbitrators allowed to include in the award injunctive relief?</b>	Yes	Section 33(1)(c) grants the tribunal power to order a party to do or refrain from doing anything.
IX.4	<b>Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?</b>	Yes	Section 33(1)(c) grants the tribunal power to order specific performance of a contract.
IX.5	<b>Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?</b>	N/A	The IAA is silent on this issue. In relation to deeds, there is no clear indication under Mauritian law as to the possibility of such relief. More generally, it is our opinion that such relief can be ordered provided it does not exceed the scope of the parties’ submission to arbitration.
IX.6	<b>Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?</b>	No	
IX.6.a	If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.		
<b>X. Dissenting and separate opinions</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
X.1	<b>Is it allowed for the arbitrators to write a dissenting or separate opinion?</b>	Yes	The IAA does not contain any prohibition on dissenting or separate opinions.

X.1.a	If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?	No	The IAA does not contain such a requirement.
X.1.b	If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?	No	The IAA does not contain such a requirement.
X.2	<b>Are the arbitrators required to address within their reasoning the dissenting opinion?</b>	No	The IAA does not contain such a requirement.
X.2.a	If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?	Yes	
X.3	<b>If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?</b>	No	The IAA does not contain such a requirement.
X.3.a	If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?	N/A	
<b>XI. Reservation of issues</b>		(Yes/ No /NA)	<b>Additional comments, if any.</b>
XI.1	<b>In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?</b>	Yes	Under Section 32(2), the tribunal may make an award on any specific issue or a part only of the claims submitted to it. Issues may therefore be reserved for later determination in different awards.
XI.1.a	If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?	No	The IAA does not contain such a requirement.
<b>XII. Style and length</b>		(Yes/ No /NA)	<b>Additional comments, if any.</b>
XII.1	<b>It is required for footnotes and citations in the award to be presented in a specific style?</b>	No	The IAA does not contain such a requirement.

XII.1.a	If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.	N/A	
<b>XII.2</b>	<b>Is the arbitral tribunal permitted to indicate post-award interests?</b>	<b>Yes</b>	
XII.2.a	If your answer to question <u>XII.2</u> is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests?	N/A	The IAA does not contain such a requirement.
<b>XII.3</b>	<b>Are there any restrictions or requirements as to the length of the award?</b>	<b>No</b>	The IAA does not contain such restrictions or requirements.
XII.3.a	If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.	N/A	
<b>XIII. Award of costs</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
<b>XIII.1</b>	<b>In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?</b>	<b>Yes</b>	Section 33(2)(a)(ii) states that unless otherwise agreed by the parties, the costs of the arbitration shall be fixed and allocated by the arbitral tribunal in an award, applying the general principles that the successful party should recover a reasonable amount reflecting the actual costs of the arbitration, and not only a nominal amount.
XIII.1.a	If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed?	N/A	
<b>XIII.2</b>	<b>In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?</b>	<b>No</b>	Under Section 33(2) the tribunal does not have to apply “costs should follow the event” principle where it appears to the tribunal that it should not apply or apply fully in the circumstances of the case.

XIII.2.a	If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?	Yes	The IAA does not specifically refer to the conduct of the parties, but only to the circumstances of the case. It can be inferred that the tribunal may in its discretion consider the conduct of the parties.
XIII.3	<b>In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?</b>	No	The IAA does not contain such a requirement.
XIII.3.a	If your answer to question <u>XIII.3</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?	Yes	The IAA does not specifically refer to the nature and complexity of the dispute, but only to the circumstances of the case. It can be inferred that the tribunal may in its discretion consider the nature and complexity of the dispute.
XIII.4	<b>In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?</b>	Yes	The general rule is that the costs should be awarded to a successful party except where it appears to the tribunal that it should not apply or apply fully in the circumstances of the case.
XIII.4.a	If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?	N/A	
XIII.5	<b>Regarding the arbitral tribunal's costs &amp; expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?</b>	No	The IAA does not contain such a requirement.
XIII.5.a	If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding?	Yes	The IAA does not prohibit this practice.
XIII.6	<b>Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?</b>	No	The IAA does not contain such a requirement.

XIII.6.a	If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?	Yes	The IAA does not prohibit this practice.
XIII.7	<b>Is it required for the award on costs to be reasoned?</b>	Yes	The general rule is that reasons should be given unless the parties have otherwise agreed. This should also apply to an award on costs.
XIII.7.a	If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?	N/A	
XIII.8	<b>Are the arbitrators required to use certain size/type of paper?</b>	No	The IAA does not contain such a requirement.
XIII.8.a	If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.	N/A	
XIII.9	<b>Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?</b>	No	There is no such prohibition in the IAA.
<b>XIV. Structure of the Award</b>		<b>(Yes/No/N/A)</b>	<b>Additional comments, if any.</b>
XIV.1	<b>Is it required for the award to separate its formal from its substantive aspects?</b>	No	The IAA does not contain such a requirement.
XIV.1.a	If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?	N/A	
XIV.1.b	If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.	N/A	
XIV.2	<b>Is there a requirement to follow a specific structure of the award?</b>	No	
XIV.2.a	If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)?	No	Mauritius is a mixed jurisdiction with common law and civil law and with resident and foreign

			practitioners having various different backgrounds.
XIV.2.b	If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.		
<b>XIV.3</b>	<b>Is it required to address jurisdiction before substance?</b>	<b>No</b>	The IAA does not contain such a requirement.
XIV.3.a	If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?	Yes	
<b>XIV.4</b>	<b>Is it required to discuss the merits of the claim before quantum?</b>	<b>No</b>	The IAA does not contain such a requirement.
XIV.4.a	If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?	Yes	
<b>XIV.5</b>	<b>When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?</b>	<b>No</b>	The IAA does not contain such a requirement.
XIV.5.a	If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?	No	
<b>XV. References to exhibits, authorities and witnesses declarations</b>		<b>(Yes/No/NA)</b>	<b>Additional comments, if any.</b>
<b>XV.1</b>	<b>Is it required to identify in the award all exhibits submitted during the proceeding?</b>	<b>No</b>	The IAA does not contain such a requirement.
XV.1.a	If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?	N/A	
XV.1.b	If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?	No	
XV.1.c	If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?	Yes	The IAA does not prohibit such a practice.



<b>XV.2</b>	<b>Is it required to identify in the award all evidence submitted during the proceeding?</b>	<b>No</b>	The IAA does not contain such a requirement.
XV.2.a	If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?	N/A	
XV.2.b	If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?	No	
XV.2.c	If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?	Yes	The IAA does not prohibit such a practice.
<b>XV.3</b>	<b>Is it required to identify in the award all authorities cited during the proceeding?</b>	<b>No</b>	The IAA does not contain such a requirement.
XV.3.a	If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?	N/A	
XV.3.b	If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?	No	
XV.3.c	If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?	Yes	The IAA does not prohibit such a practice.
<b>XV.4</b>	<b>Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?</b>	<b>No</b>	The IAA does not contain such a requirement.
XV.4.a	If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?	No	
<b>XV.5</b>	<b>Is it required to make direct quotations of a witness' declaration on a particular issue?</b>	<b>No</b>	The IAA does not contain such a requirement.
XV.5.a	If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?	Yes	The IAA does not prohibit such a practice.
XV.5.b	If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?	No	
<b>XV.6</b>	<b>Is it permitted to cite in the award judicial precedents that were not cited by the parties?</b>	<b>Yes</b>	This is a matter of opinion, on the basis of the principle that the tribunal must apply

			rules of law to the dispute provided the parties have not been unable to present their case and the rules of natural justice have been respected, but there is no indication in case law confirming this point.
XV.6.a	If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?	No	
XV.7	<b>Is it permitted to cite in the award judicial precedents that were cited by the parties?</b>	Yes	
XV.7.a	If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?	Yes	It is customary to do so given that the tribunal must provide reasons in its award unless otherwise agreed by the parties.
XV.8	<b>Is it permitted to cite in the award legal authors and doctrine?</b>	Yes	
XV.8.a	If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?	No	Approaches vary.
XV.8.b	If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties?	Yes	This is a matter of opinion, on the basis of the principle that the tribunal must apply rules of law to the dispute, and reference may therefore be made to legal author's views and doctrine pertaining to such rules of law while being careful to respect the parties' ability to present their case and the rules of natural justice, but there is no indication in case law confirming this point.
<b>XVI. Use of annexes and diagrams</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>

XVI.1	<b>Are annexes to the award permitted?</b>	Yes	This is not prohibited by the IAA.
XVI.1.a	If you answer to question <u>XVI.1</u> is yes, is it customary?	No	
XVI.2	<b>Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?</b>	Yes	The IAA does not prohibit such a practice.
XVI.2.a	If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?	No	Approaches vary.
XIV.2.b	If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?	Yes	The IAA does not prohibit such a practice.
<b>XVII. Miscellaneous</b>		<b>(Yes/ No /NA)</b>	<b>Additional comments, if any.</b>
XVII.1	<b>Are there any other local requirements for the validity on an award?</b>	No	
XVII.1.a	If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed	N/A	