

NAVIGATING MULTI-PARTY ARBITRATION IN NIGERIA:

LEGAL FRAMEWORK, PROCEDURAL CHALLENGES,
AND STRATEGIC SOLUTIONS UNDER THE ARBITRATION
AND MEDIATION ACT 2023

Dispute Resolution & ADR Insight



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Abstract

In today's evolving commercial landscape, complex transactions frequently involve multiple parties connected through a web of interrelated contracts and legal obligations. Such arrangements are standard in sectors like infrastructure development, oil and gas, joint ventures, and international supply chains. When disputes arise in these multifaceted settings, arbitration is often preferred for its flexibility, neutrality, and global enforceability. However, conventional arbitration procedures are primarily structured for bilateral disputes and may not readily accommodate the procedural intricacies of multi-party arbitration. This paper critically examines the legal framework governing multi-party arbitration in Nigeria under the Arbitration and Mediation Act 2023 (AMA), highlighting the core challenges associated with arbitrator appointments, consolidation of proceedings, joinder of additional parties, confidentiality, and the risk of inconsistent arbitral awards. It further explores strategic and practical solutions to mitigate these issues, drawing on Nigerian statutory provisions, comparative international practices, and real-world commercial scenarios. Ultimately, the paper provides a comprehensive guide for legal practitioners, institutions, and commercial actors seeking to navigate the complexities of multi-party arbitration in modern transactional environments.

1. Introduction

Commercial transactions have evolved to reflect the increasing complexity of modern economic relationships. It is no longer unusual for multiple entities to enter interdependent contracts with a shared commercial objective.¹ A large-scale infrastructure project, for example, might involve a government agency, a lead contractor, various subcontractors, financiers, and consultants, all operating under separate but related agreements. When disputes arise in such settings, resolving them through traditional court litigation can be cumbersome and inefficient, prompting many parties to opt for arbitration. Arbitration offers confidentiality, procedural flexibility, and finality of decisions, making it particularly attractive in cross-border and commercial disputes.² However, most arbitration mechanisms are designed to provide for two parties, and introducing a third, fourth, or fifth party may complicate the process.

Critical issues for consideration in navigating multi-party arbitration relations to how arbitrators are appointed, mode for consolidation of processing, conflicting arbitration agreements across related contracts, the enforceability of awards in consolidated or joint proceedings, imbalance in party participation or representation, managing third-party rights and interests, and procedural coordination where institutional rules differ and joinder of additional parties to the proceedings amongst others. Other concerns may relate to guarding against Inconsistent awards, confidentiality breaches, and delays. In a bid to address these challenges, the Arbitration and Mediation Act ('AMA' of 'the Act') 2023, or the Act, was enacted. The Act introduced several innovations tailored to the reality of multi-party disputes. Sections 7, 39, and 40 of the Act provide the statutory foundation for dealing with arbitrator appointments, consolidation of proceedings, and joinder of parties. However, navigating these provisions requires more than legal literacy and demands strategic foresight at the contract drafting stage and proactive case management throughout the dispute resolution process.³

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1. P. Bolland et al, 'Reprint of the New Paradigm of Economic Complexity'(2022) Research Policy available online at <<https://www.sciencedirect.com/science/article/pii/S0048733321002420>> accessed June 19, 2025
 2. J.O. Rex Chikezie, 'Challenges Confronting Arbitration vis-a-vis Commercial Disputes: The Nigerian Experience' (2025) 6 Orient Law Journal 92
 3. Broderick Bozimo & Company, 'Commercial Arbitration in Nigeria: A Handbook' (2024) available online at <https://broderickbozimo.com/wp-content/uploads/2024/12/Broderick-Bozimo-Company_Commercial-Arbitration-in-Nigeria_A-Handbook.pdf> accessed 20 June 2025

2. Legal Framework for Multi-Party Arbitration in Nigeria

The Arbitration and Mediation Act 2023 (AMA) represents a significant development in Nigeria's dispute resolution landscape, replacing the long-standing Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria 2004. The repeal of the older Act was necessary to align Nigeria's arbitration regime with international standards, particularly the UNCITRAL Model Law on International Commercial Arbitration, which serves as a global benchmark for modern arbitration legislation.⁴ The AMA introduces a more flexible, user-friendly, and internationally recognisable legal framework that reflects best practices and current trends in arbitration and mediation. A central theme of the new Act is party autonomy, which allows parties greater freedom to structure arbitration procedures in a manner that suits their specific commercial relationships.

Equally important is the Act's emphasis on efficiency, fairness, and judicial support for arbitration, all of which are crucial in resolving complex commercial disputes involving multiple parties. In the context of multi-party arbitration, which typically arises in industries such as construction, oil and gas, infrastructure, and finance, the AMA contains targeted provisions to address the inherent procedural complexities.⁵

Three (3) key provisions of the AMA are particularly relevant to managing multi-party arbitration:

i. Appointment of Arbitrators under Section 7 of the Act⁶

The Arbitration and Mediation Act 2023 (AMA) provides a modern framework for arbitration in Nigeria, drawing heavily from the UNCITRAL Model Law.⁷ In addressing multi-party arbitration, one of its most significant provisions is Section 7(3)(c), which governs the appointment of arbitrators when there are multiple parties to the dispute. Traditionally, in two-party arbitration, each party appoints one arbitrator, and the two appointed arbitrators select the third. However, this model becomes complicated in a multi-party context.

4 Opeyemi L and Robert W, 'Recent Arbitration Reforms in Nigeria' (White & Case Online Blog, 15 June 2022) <<https://www.whitecase.com/insight-alert/recent-arbitration-reforms-nigeria>> accessed 25 September 2023

5 N. Okonmah, 'Multi-Party Arbitration Under the Recently Enacted Arbitration and Mediation Act 2023 – What Does this mean for Construction and Infrastructure Disputes in Nigeria?' (2023) 1 International Construction Law Review 25; L.N. Bisina, 'Evaluating the International Arbitration of Oil and Gas Investment Dispute Settlement in Nigeria' (2024) 10 African Journal of International Energy & Environmental Law (AJIEE) 14

6 Arbitration and Mediation Act 2023, s7(3)(c)

7 A. Adedoyin et al, 'An Overview of the Newly Enacted Arbitration And Mediation Act, 2023' (2023) Law Pavilion Blog available online at <<https://lawpavilion.com/blog/an-overview-of-the-newly-enacted-arbitration-and-mediation-act-2023/>> accessed 20 June 2025

Section 7(3)(c) of the Act addresses scenarios in which multiple parties fail to agree within 30 days on how to organise themselves into two sides (claimants and respondents) to constitute the arbitral tribunal. In such a situation, the responsibility of constituting the tribunal falls on the appointing authority,⁸ agreed on by the parties. Where no such designation exists, the tribunal will be constituted by any arbitral institution in Nigeria or the Court upon an application made by any of the parties. This mechanism ensures that arbitration is not stalled due to deadlock among multiple parties, while still preserving procedural integrity.

Additionally, subsections (4) to (6) of Section 7 ensure that the appointing institution or court acts promptly, within 30 days, and considers qualifications, impartiality, independence, and, where appropriate, nationality diversity in its appointments. These safeguards ensure fairness and neutrality, particularly in complex, high-stakes disputes involving multiple actors from varying jurisdictions.

This provision aligns Nigerian arbitration practice with international standards, ensuring procedural fairness and preventing disputes from stalling due to disagreements over tribunal composition.

ii. Consolidation of Arbitral Proceedings under Section 39⁹

Section 39 of the Arbitration and Mediation Act 2023 introduces a statutory framework for consolidating arbitral proceedings or holding concurrent hearings, subject to the strict consent of the parties. This marks a significant shift from the repealed Act, which provided no such mechanism. Under the AMA, consolidation may be agreed upon where proceedings involve common questions of law or fact, arise from the same legal relationship, or are otherwise connected, for instance, in Engineering Procurement Contracts or complex financing arrangements involving multiple parties and interlinked agreements.

However, tribunals cannot order consolidation on their own; agreement of all relevant parties is required. Therefore, parties must consent to such consolidation before the tribunal can give effect to this statutory provision. To make effective use of this provision, parties should include express

⁸ Unless the parties have already agreed on the choice of an appointing authority, a party may at any time propose the name or names of one or more institutions or persons and may include the Director of the Regional Centre for International Commercial Arbitration- Lagos (hereinafter called the "RCICAL"), one of whom would serve as the appointing authority.

consolidation clauses in related contracts, anticipating the need for unified proceedings and avoiding procedural fragmentation.

iii. Joinder of Additional Parties under Section 40¹⁰

Section 40 of the Arbitration and Mediation Act 2023 permits an arbitral tribunal to join an additional party to ongoing proceedings, provided there is *prima facie* evidence that the arbitration agreement binds the party in question. This ensures that joinder remains consistent with the core principle of consent in arbitration. The provision does not permit the inclusion of third parties solely because they are connected to the dispute; instead, it applies to those who are contractually or legally bound by the arbitration agreement. Importantly, the tribunal may later reassess its jurisdiction over the joined party under Section 40(2), preserving procedural fairness.

This statutory threshold of “prima facie” evidence ensures that the tribunal does not need to determine jurisdiction conclusively before granting joinder; it only needs to be satisfied that a plausible basis exists to believe that the third party consented to arbitration. Since the issue of jurisdiction can be revisited, the tribunal retains the flexibility to decline jurisdiction later if, upon a fuller examination, it is found that the arbitration agreement does not bind the third party.

Flowing from the above, granting an application for joinder does not prejudice the third party's right to challenge the tribunal's jurisdiction subsequently. This provision strikes a balance between procedural efficiency and due process, reflecting international best practices, such as those adopted by institutions like the International Chamber of Commerce (ICC) and the Singapore International Arbitration Centre (SIAC).

3. Key Challenges in Multi-Party Arbitration

Notwithstanding the commendable innovations introduced by the Arbitration and Mediation Act 2023, several challenges inherent in multi-party arbitration continue to persist. While the Act has taken significant strides,

¹⁰ Arbitration and Mediation Act 2023, Section 40

particularly in areas such as arbitrator appointment, consolidation, and joinder, it has not fully resolved the procedural and practical complexities that arise when multiple parties and interrelated contracts are involved. Below are some of the key challenges that persist.

a. Deadlock in the Appointment of Arbitrators

In multi-party disputes, especially those involving several unrelated or partially aligned entities on either side, the process of selecting arbitrators often leads to procedural deadlocks.¹¹ Each party may wish to nominate its arbitrator, resulting in an unworkable number of tribunal members. For instance, in a case involving three claimants and two respondents, allowing each party to appoint an arbitrator could result in a five-member tribunal, which would complicate scheduling, increase costs, and undermine the principle of balanced representation.

Moreover, conflicts may arise even before arbitrator selection begins, as parties may be unable or unwilling to classify themselves as either “claimant” or “respondent.” This grouping is often necessary to facilitate the nomination of arbitrators on each side. However, in commercial transactions involving joint ventures, layered supply chains, or interdependent financial arrangements, such categorisation may be legally or commercially impractical.¹² Without a mechanism to resolve this impasse, the arbitration process can be paralyzed at the very first stage of appointing the tribunal, thus defeating the purpose of choosing arbitration as an efficient dispute resolution mechanism.

b. Fragmentation and Risk of Inconsistent Awards

One of the most common and problematic issues in multi-party arbitration is the fragmentation of proceedings. Where multiple disputes arise from separate but related contracts, each with its own arbitration clause, there is often no automatic mechanism for consolidating these proceedings.¹³ As a result, parties may find themselves involved in multiple, parallel arbitrations concerning the same projects or transactions. This fragmentation creates a risk of inconsistent or even contradictory arbitral

¹¹ R. Ugarte and T. Bevilacqua, 'In multi-party disputes, especially those involving several unrelated or partially aligned entities on either side, the process of selecting arbitrators often leads to procedural deadlocks' (2010) *Journal of International Arbitration* 27(1) 9

¹² N. Muhammad, & F. Bello, 'Appointment of arbitrators in multiparty arbitrations: An evaluation of freedom of parties to appoint arbitrators of their choice' (2022) *Journal of Legal, Ethical and Regulatory Issues*, 25(6), 1-7

¹³ N.A. Hackman, 'The Problem of Arbitration and Multi-Party/Multi-Contract Disputes: Is Court-Ordered Consolidation an Adequate Response?' Available online at <https://www.international-arbitration-attorney.com/wp-content/uploads/arbitrationlawcepmlp_car13_5_612306438.pdf> accessed June 20, 2025

awards. For instance, a contractor, a subcontractor, and a client might each be engaged in separate arbitrations over the same set of events, with different tribunals possibly reaching divergent conclusions on overlapping issues of fact and law.

Beyond legal inconsistency, such procedural fragmentation leads to inefficiency, duplication of costs, increased timelines, and the possibility of tactical abuse. For example, one party may delay or forum shop to gain a procedural advantage in one of the parallel arbitrations. Furthermore, because Section 39 requires the consent of all parties to consolidate or hold concurrent hearings, even one party's refusal can frustrate a coordinated resolution process. In practice, this means that without prior contractual arrangements, parties may be powerless to avoid fragmented proceedings even when a unified approach is clearly in the best interest of all parties.

c. Complexity and Consent in Joinder Proceedings

Despite the statutory clarity introduced by Section 40 of the Act, joinder of parties remains one of the most procedurally and legally challenging aspects of multi-party arbitration. The fundamental principle of consent to arbitrate, rooted in party autonomy, is at the heart of the difficulty. Many third parties object to being joined on the grounds that they never agreed to arbitrate, or that the arbitration agreement is too vague or restrictive to include them.¹⁴

Even where a contractual relationship exists, the arbitration clause may not explicitly extend to them. This raises the risk of infringing upon the rights of those parties and undermining the enforceability of any award that may be rendered. Moreover, joinder applications often provoke jurisdictional challenges that delay proceedings. The tribunal may be forced to suspend substantive hearings until it resolves whether the joined party falls within its jurisdiction. These procedural hurdles can add significant complexity, increase costs, and unnecessarily prolong the arbitration process.

¹⁴ S.U. Nweke-Eze, 'Joinder of Third Parties in Arbitration Proceedings under Nigerian Law' (2022) NAUJILJ 13(2) 14 Available online at <https://www.ajol.info/index.php/nauijilj/article/view/233133/220216> Accessed June 20, 2025

Managing the procedural fairness once the joinder is granted is another significant challenge. For instance, a joined party may require additional time to prepare its defence or respond to claims, potentially disrupting procedural timelines and diminishing the speed and efficiency typically associated with arbitration.

d. Preserving Confidentiality in a Multi-Party Context

In multi-party arbitrations, maintaining the confidentiality of proceedings is more challenging due to the sheer number of participants.¹⁵ Each party may have its own legal counsel, experts, consultants, and internal team, all of whom may gain access to sensitive documents, testimony, and deliberations. The larger the pool of individuals exposed to confidential material, the higher the risk of unintentional disclosure or even deliberate leaks.

One significant risk is the fragmentation of confidentiality obligations.¹⁶ If only some contracts or parties are subject to confidentiality clauses, enforcing consistent standards becomes problematic. A party not bound by confidentiality may inadvertently reveal sensitive information, thereby compromising the interests of others.

Furthermore, external stakeholders such as regulators, financiers (especially in third-party funding), or minority shareholders in corporate entities may request or require access to information disclosed during the arbitration process. This creates a tension between regulatory compliance and the confidentiality expectations of arbitration, particularly in cases involving corporate fraud or other regulatory issues. Tribunals also face challenges in balancing transparency with confidentiality.

For instance, in cases involving multiple claims and parties, procedural fairness may demand broader disclosure of documents, even if such disclosures pose a risk to confidentiality. Moreover, confidentiality does not automatically extend to enforcement proceedings in court, which may expose key elements of the arbitration to public scrutiny. Without express statutory guidance or agreed protocols, managing these competing interests becomes a major procedural challenge that can undermine the integrity and strategic advantage of arbitration.

15 M. Samuel, 'Confidentiality in International Commercial Arbitration: Bedrock or Window-Dressing?' Kluwer Arbitration Blog article <<https://arbitrationblog.kluwerarbitration.com/2017/02/21/confidentiality-international-commercial-arbitration-bedrock-window-dressing/?output=pdf>> accessed 20 June 2025

16 JCP Brown, 'The Protection of Confidentiality in Arbitration Balancing the Tensions Between Commerce and Public Policy' (2021) Being a Thesis submitted to the London Metropolitan University in partial fulfilment for the award of Doctor of Philosophy available online at <https://repository.londonmet.ac.uk/6685/1/Brown-Julian-Christopher-Patric_Final-Submission_26Feb2021.pdf> accessed 20 June 25

e. Fragmentation and Forum Shopping

The risk of inconsistent awards arises primarily from fragmentation, where different contracts within a transaction contain separate arbitration clauses that may refer to other institutions, laws, or arbitration seats.¹⁷ This situation is prevalent in infrastructure, oil and gas, shipping, and joint venture agreements, which often involve several interconnected contractual arrangements. In such scenarios, parties may engage in “forum shopping”, i.e, choosing forums that they believe will be more favourable or expedient to their particular interest. This can lead to jurisdictional overlaps, duplication of efforts, and contradictory rulings.

A typical example involves a contractor initiating arbitration with a subcontractor in one arbitration, while the employer initiates arbitration against the contractor in another. Each tribunal may reach divergent conclusions on key factual or legal issues such as delay, defects, or force majeure, resulting in irreconcilable awards.

Furthermore, where parties resist consolidation or joinder, perhaps for strategic reasons or due to mistrust, arbitral tribunals lack the authority to forcefully merge the proceedings, especially when the parties or arbitration agreements differ.¹⁸ This is especially since the AMA's provisions on consolidation and joinder are largely consensual, relying on party agreement or tribunal discretion rather than statutory compulsion.

4. Strategic Solutions and Practical Recommendations

i. Arbitrator Appointment

Although the Act anticipates the complexity of multi-party arbitration, Section 7(3)(c) provides a key remedial framework. Where parties fail to agree within thirty days on how to group themselves into claimants and respondents for tribunal composition, the provision empowers an appointing authority, either a designated arbitral institution or the court, to constitute the tribunal.

This prevents deadlock and aligns with international best practices

¹⁷ U. Boller and L. Ohlrogge, 'MULTI-CONTRACT ARBITRATION ARISING FROM CONTRACTS AND SUBCONTRACTS: WHERE TO SET THE THRESHOLD FOR FINDING CONSENT?' (2021) Young Arbitration Review 94 available online at <<https://ml-legal.com/wp-content/uploads/2022/03/Boller-Ohlrogge-Multi-Contract-Arbitration-YAR.pdf>> accessed 20 June 2025

¹⁸ G. Born and D. Prasad, 'Joinder, Consolidation and the Rise of Multiparty Arbitrations' (2018) BCDR International Arbitration Review Volume 5(1) 53

adopted by institutions such as the International Chamber of Commerce (ICC) and the London Court of International Arbitration (LCIA). However, relying solely on statutory default mechanisms may not always produce efficient outcomes. To address arbitrator appointment challenges effectively, parties should consider the following strategic measures:

- Parties should expressly name an appointing authority, such as an arbitral institution (e.g., the International Chamber of Commerce or Lagos Court of Arbitration) or any other neutral third party, in the arbitration clause. This designated entity would be empowered to step in and appoint arbitrators when the parties are unable to reach an agreement, especially in multi-party settings where consensus may be difficult. Without such a designation, the process may be delayed or referred to the court, which could undermine the efficiency and autonomy of arbitration. This pre-designation provides procedural certainty, preserves party control over the process, and limits the need for external interventions.
 - Arbitration clauses should also define how parties are to be grouped in multi-party disputes. For instance, if multiple subcontractors bring identical claims against a main contractor, they can be grouped as joint claimants. Conversely, if the main contractor aligns with one or more subcontractors against others, they should be grouped together as joint claimants, with the opposing subcontractors grouped as respondents. This structured grouping facilitates the joint nomination of arbitrators, promotes balanced representation, and enhances procedural efficiency, while preserving party autonomy.
 - Parties should incorporate institutional rules that cater specifically to multi-party arbitrations. Many leading institutions, including the ICC and LCIA, offer detailed appointment procedures that help guide the process in complex disputes.
 - Thoughtful drafting of arbitration clauses at the contract formation stage should account for potential multi-party scenarios, thereby reducing the likelihood of future disputes and the need for judicial intervention. By combining these strategies with the statutory
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framework of the AMA, parties can ensure that arbitrator appointments in multi-party disputes are handled efficiently and fairly, preserving the integrity of the arbitration process.

ii. Consolidation and Harmonisation of Proceedings

Multi-party arbitrations often stem from interrelated contracts and a web of interconnected parties. Without a coherent framework, such proceedings can become fragmented, duplicative, and yield inconsistent outcomes. While Section 39 of the AMA provides a statutory basis for consolidation where disputes involve common legal or factual issues or arise from the same legal relationship, its effectiveness largely depends on proactive contractual planning.

To strengthen consolidation and harmonisation in multi-party arbitration, the following strategic measures are recommended:

- Parties should insert clauses in related contracts that expressly permit disputes to be resolved through a single, consolidated arbitration proceeding. This is particularly vital in complex transactions involving multi-party arrangements.
- Opting for institutional rules such as those of the International Chamber of Commerce (ICC), or the London Court of International Arbitration (LCIA) can streamline the consolidation process. These rules offer procedural guidance and institutional support to minimise duplication and inconsistency.
- Where several related contracts are involved, parties may adopt a central arbitration agreement to govern all associated disputes. This agreement should address consolidation procedures, tribunal composition, and joinder protocols for unified resolution of the disputes.
- Arbitration clauses in related contracts should be aligned in terms of governing law, procedural rules, institution, and language to ensure consistency. “Mirror arbitration clauses” help avoid jurisdictional conflicts and facilitate the seamless consolidation of disputes.

- Parties should agree, at the contract formation stage, to allow consolidation in the event of a future dispute. This proactive consent prevents delays and resistance that may otherwise undermine the efficiency of arbitral proceedings.

By adopting these measures, parties can better manage multi-party disputes under the AMA framework, enhancing consistency, reducing legal risks, and improving the enforceability of arbitral awards.

iii. Joinder of Parties

Joinder in arbitration is especially challenging in multi-party or multi-contract settings, where third parties such as subcontractors, guarantors, funders, or affiliates may be materially connected to the dispute but not initially named in the arbitration agreement. Section 40 of the Act allows the joinder of a third party who consents in writing and is *prima facie* bound by the arbitration agreement. While this is a welcome statutory innovation, its practical effectiveness depends on contractual and procedural foresight.

To enhance the joinder mechanism in multi-party arbitrations, the following strategies are recommended:

- Parties should consider including language in their arbitration agreements that anticipates the potential joinder of specific third parties. For example, clauses can state that subcontractors, affiliates, or parties with a material interest are deemed to have accepted the arbitration agreement.
- Ensure consistency in arbitration clauses (governing law, institutional rules, language, seat, etc.) across all interconnected contracts to maintain uniformity. Harmonisation makes joinder smoother and reduces jurisdictional objections from potential third parties.
- Arbitration clauses should employ broad language that contemplates the inclusion of future parties with a legal or factual nexus to the dispute. This can strengthen arguments for joinder under Section 40 of the Act.
- Contracts should specify the process for requesting joinder—including

application timelines, standards of evidence, and procedural safeguards. This helps avoid uncertainty and mid-arbitration disruptions.

- Arbitral tribunals should, at the outset, define clear procedural rules and deadlines for joinder applications. Early case management helps preserve efficiency and limits procedural delays.
- Where appropriate, adopt institutional rules (such as those of the ICC or Singapore International Arbitration Centre (SIAC)) that provide detailed guidance on joinder. This reinforces procedural legitimacy and predictability.

In conclusion, effective joinder in multi-party arbitration under the AMA requires a blend of statutory compliance, contract drafting precision, institutional alignment, and disciplined case management. When well-structured, joinder can enhance efficiency and ensure that all materially interested parties are fairly included in the arbitral process.

iv. Preserving Confidentiality

Confidentiality is a hallmark of arbitration; however, the AMA does not offer an express statutory guarantee strictly within the context and confines of multi-party agreements, where preserving confidential information becomes quite cumbersome, as previously referenced. This gap is especially significant in multi-party arbitrations, where multiple stakeholders increase the risk of inadvertent disclosures and blurred confidentiality obligations.

To mitigate these risks, detailed confidentiality clauses should be embedded in all related contracts. These clauses should define what constitutes confidential information, identify permitted recipients, and provide strict remedies for breach, including indemnities or liquidated damages. Institutional rules that offer built-in confidentiality protections should be adopted and explicitly referenced.

Tribunals should issue procedural orders early in the proceedings, setting clear rules and guidelines for confidentiality. These may bind parties,

counsel, experts, and service providers to maintain privacy standards throughout the arbitration process. Notably, technology also plays a crucial role in securing communication tools, particularly in the 21st century, with the use of encrypted platforms, password-protected portals, and virtual data rooms. These standards apply in multi-party arbitrations. These measures ensure that confidentiality is preserved, protecting the legitimacy of the arbitration process.

5. Conclusion

Multi-party arbitration, while offering the opportunity to resolve interrelated disputes efficiently, also introduces significant complexities, particularly around party autonomy, procedural fairness, and confidentiality. The Arbitration and Mediation Act 2023 makes commendable advances, particularly in the areas of joinder and consolidation. Yet, effective navigation of multi-party disputes demands more than statutory reliance; it requires contractual foresight, procedural clarity, and strategic case management.

This paper has examined the relevant legal framework, practical challenges, and strategic solutions, emphasising the utility of mirror arbitration clauses, pre-agreed joinder and consolidation provisions, and the adoption of institutional rules. It has further highlighted the value of early procedural planning and coordinated tribunal conduct in mitigating the risks of fragmented proceedings and inconsistent awards.

Confidentiality and consistency are essential to maintaining commercial trust and the enforceability of arbitral outcomes. As Nigeria evolves into a more prominent international arbitration hub, parties and practitioners must match legislative reforms with practical sophistication. Multi-party arbitration is manageable if approached with precision, institutional alignment, and a proactive mindset. The future of arbitration in Nigeria depends not only on legislative reform, but also on how effectively practitioners adapt to the evolving demands of cross-border, multi-stakeholder transactions.

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