

- (2) If the matter is not resolved under sub-section (1), any party may request the court to decide on the termination of the mandate, which decision shall be subject to no appeal.
- (3) If, under this section or section 15 (3), an arbitrator withdraws from his office or a party agrees to the termination of the mandate of an arbitrator, this does not imply acceptance of the validity of any ground referred to in this section or section 14.

17 Appointment of substitute arbitrator

Where the mandate of an arbitrator terminates under section 15 or 16 –

- (a) because of his withdrawal from office for any other reason;
- (b) because of the revocation of his mandate by agreement of the parties; or
- (c) in any other case of termination of his mandate;

a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.

18 Immunity of arbitrator

- (1) An arbitrator is not liable for anything done or omitted in the discharge or purported discharge of his functions as arbitrator unless the act or omission is shown to have been in bad faith.
- (2) Sub-section (1) applies to an employee or agent of an arbitrator as it applies to the arbitrator himself.
- (3) This section does not affect any liability incurred by an arbitrator by reason of his resigning.

PART 5 – JURISDICTION OF ARBITRAL TRIBUNAL

19 Competence of arbitral tribunal to rule on its own jurisdiction

- (1) The arbitral tribunal may rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement.
- (2) For the purpose of sub-section (1), an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract.
- (3) A decision by the arbitral tribunal that the contract is null and void shall not entail the invalidity of the arbitration clause.
- (4) A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than the submission of the statement of defence.

- (5) A party is not precluded from raising a plea under sub-section (4) by the fact that he has appointed, or participated in the appointment of, an arbitrator.
- (6) A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged is raised during the arbitral proceedings.
- (7) The arbitral tribunal may admit a later plea if it considers the delay justified.
- (8) The arbitral tribunal may rule on a plea either as a preliminary question or in an award on the merits.
- (9) If the arbitral tribunal rules as a preliminary question that it has jurisdiction, any party may request, within 30 days after having received notice of that ruling, the court to decide the matter which decision shall be subject to no appeal.

20 Powers relating to conduct of arbitral proceedings

Unless the parties agree otherwise, the parties shall be taken as having agreed that the powers conferred upon the arbitral tribunal include the power to —

- (a) order the provision of further particulars in a statement of claim or statement of defence;
- (b) order the giving of security for costs;
- (c) fix and amend time limits within which various steps in the arbitral proceedings must be completed;
- (d) order the discovery and production of documents or materials within the possession or power of a party;
- (e) order the answering of interrogatories; and
- (f) order any party to do all such other things during the arbitral proceedings as may reasonably be needed to enable an award to be made properly and efficiently.

PART 6 – INTERIM MEASURES AND PRELIMINARY ORDERS

21 Power of arbitral tribunal to order interim measures

- (1) Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, grant interim measures.
- (2) For the purposes of this Part, “interim measures” means any temporary measure.
- (3) An interim measure is any temporary measure, whether in the form of an award or in another form, by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party to –