

DUTIES AND IMMUNITY OF ARBITRATORS: A REVIEW OF THE ARBITRATION AND MEDIATION ACT 2023

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Abstract: The essence of this article is to provide a comprehensive review as to whether an arbitrator who is not a judicial officer appointed pursuant to the provisions of 1999 Constitution of the Federal Republic of Nigeria (as amended) can enjoy immunity just like the judges. Judicial officers are immune and no action can be taken against them for anything done while acting as judicial officers. The implication is that litigants have no right to take out action in law for anything done by a judge while performing the functions of his office in that capacity. Arbitrators, perform similar duties as judicial officers. Are the arbitrators immune for action by the parties to arbitration agreement? It is to answer this question that we have decided to undertake this research.

Keywords: Immunity, Public Officers, Arbitrators, Duties, Judicial Officers, Courts, Designated Appointing Authority.

1. Introduction

An arbitrator is a neutral third party chosen either by the parties, the court or a designated appointing authority, or any arbitral institution in Nigeria to hear the claims of the parties and render decision called award through a process referred to as arbitration. An arbitrator is an unbiased umpire appointed by the parties based on the terms of the arbitration agreement or by the court where it fails the parties or by an arbitral institution or designated appointing authority in accordance with the provision of the Arbitration and Mediation Act 2023. An arbitrator is not a judicial officer like the judge appointed pursuant to the Constitution notwithstanding that the arbitrator performs similar judicial duties like a judge. He is to render a decision called award after hearing the parties in a judicial manner, that is, after hearing both parties and their witnesses in full.

Parties to arbitration agreement often choose arbitration to litigation because arbitration saves time and retains the business relationships rather than the undue delay and strain in commercial relationships caused by the judicial

process of litigation. Arbitrators are not without duties; it may arise by the provisions of the law or by the terms of the agreement of the parties. According to the Black Law Dictionary, duty is exactly conformable

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to the law which requires us to obey them¹. It may arise by the provisions of the law or the terms of the agreement of the parties from which we assumed the responsibilities of the duty in question. The opposite of duty is wrong and the correlative of duty is liability. Where duty is breached, liability will follow unless there is an exemption. Duty must relate to a specific person or an institution or legal entity and it must arise from an instrument, law, or agreement. Duty could be general or peculiar or personal. Duties in arbitration upon an arbitrator or arbitral tribunal may arise from the agreement of the parties, the provision of the Act or conventions applicable to Nigeria. Some of the duties of the arbitrator as in the agreement of the parties or the Act are set out below; namely; **a.**

Place of Arbitration

The parties have right to designate or specify the venue and place of arbitration. Where the parties specify the venue, the arbitral tribunal or arbitrator is under a duty to hold and conduct its proceeding at the specified venue unless where the venue becomes inhospitable, unfriendly and hostel.² Where there is need to change the venue, the arbitral tribunal shall issue notice to the parties for such a change and disclose the reason for the change. It is important to state that notwithstanding the agreement of the parties on seat of arbitration, the arbitral tribunal may meet at any place it consider appropriate to consult among its members, for hearing witnesses, experts or the parties or for inspection of goods, other property or documents unless otherwise agreed by the parties.³ **(b)**

Language of Arbitration

The parties have right to determine the language for the arbitration and where the parties specified the language of the arbitration, both the proceedings and the award shall be in accordance with the language designated by the parties.⁴ Where the language to be used in the arbitration is not specified by the parties, the language is to be English as provided by section 35(1) of the Arbitration and Mediation Act of Nigeria 2023. The second provision of section 35(1) of the Acts is rather very unfortunate. The reason for this statement is that where parties who are not English but doing business or residing in Nigeria failed to specify the language for their arbitration in Nigeria, English language shall be imposed on them. The Act ought to have made the provision fluid by allowing the arbitrator or arbitral tribunal to fix the language taking into consideration the nationality of the parties, the venue of arbitration and the likely language of the witness including the agreement and other documents to be used. **(C)**

Time for Arbitration

The parties have right to specify the time for the commencement of arbitral proceeding and for making of an award. Where time is stated, the arbitral tribunal is under a duty to respect the provisions of the time specified. Any award made after the expiration of the time as specified is deemed to be without jurisdiction unless the arbitral tribunal extended the specified time pursuant to the provisions of the Act.⁵ **(d) Applicable Law**

The arbitral tribunal or arbitrator shall apply the law of procedure specified by the parties in their agreement provided always that where the parties have failed to specify the applicable law, the arbitral tribunal or arbitrator shall conduct the proceeding and decide the matter using the law as determined by the use of conflict of law rules

¹ Black Law Dictionary, 11th Ed. 2019, 505.

² Section 16 Arbitration & Conciliation Act 2004. Section 32 Arbitration & Mediation Act 2023. *NNPC v. Lutin Investment Ltd*(2006)NSCQR 77 at 112. *NNPC v. Lutin Investment Ltd & Anor*(2001)50 WRN 81.

³ Section 32(3) Arbitration & Mediation Act 2023.

⁴ Section 18 Arbitration & Conciliation Act 2004. Section 35 Arbitration & Mediation Act 2023.

⁵ Sections 33 & 66 Arbitration & Mediation Act 2023

which it considers applicable. It is important to state that the arbitral tribunal shall not decide *ex aequo et bono* or as *amiable compositeur* unless the parties have expressly authorized it to do so.⁶ **(e) The General Duties Under the Act and Arbitral Laws.**

By the provision of the Arbitration and Medication Act 2023 and the provision of all the laws on arbitration application to Nigeria, certain general duties are imposed on arbitrators and arbitral tribunal namely;

i. Duties to handle the arbitration with dispatch and make an award.⁷ The arbitral tribunal is under a duty to handle the proceedings with dispatch and without under delay. Where it fails in the performance of this duty, his mandate or the mandate of the tribunal shall be revoked by the parties. ii. Duty to act with due diligence and accord the parties equal treatment. The arbitral tribunal is duty bound to accord the parties equal opportunity during the arbitration by ensuring that all the parties were fully heard in judicial manner and that notices of proceeding were served on each party as required by the law. The confidentiality of the proceeding and the documents generated during the proceedings must be maintained.⁸ The failure to act in accordance with this requirement may result in the revocation of the mandate of the arbitrator or the impeachment of the resultant award.

iii. The arbitrator has a duty of disclosure. It is the duty of the arbitrator to make a formal disclosure of all circumstances likely to give rise to any justifiable doubts as to his impartiality or independence. The extent of the disclosure required by the Act is not specified unlike in the provisions of most arbitration laws of other countries. The requirement of this disclosure goes with the proceeding until an award is made.⁹ Either of the parties or both parties have right to challenge the arbitrator for reason of none disclosure. The parties have right to waive any disqualifying fact disclosed by the arbitrator(s).

iv. The arbitral tribunal has a duty to preserve the business relationship of the parties. The tribunal is required to use temperate language and ensure friendly treatment of the parties. It shall ensure that the business secrets of the parties are maintained by ensuring that inquisitive journalists and members of public were not allowed into the venue of the arbitral tribunal proceedings.

v. The arbitral tribunal is under a duty to make an award at the end of the proceedings.¹⁰ The requirement of the law as to the nature of the award and its characteristics are set out in the Arbitration and Mediation Act. The reason for the award must be stated unless the award is a consent award and the parties have stated that no reason shall be stated.¹¹ vi. The arbitrator or arbitral tribunal is under a duty to make an interim award to preserve the res, that is, the subject matter of the arbitration. The essence of this, is to ensure that the subject matter is not destroyed during the arbitral proceeding and before the making of an award.¹² The arbitral tribunal has no jurisdiction to make an order which may bind third parties. The arbitral tribunal cannot make an interim award which could bind a bank if money in the bank is in issue or the Correctional Center if a witness in the arbitral proceeding is held in the prison. In all these, the parties shall apply to the court to make the right interim or

⁶ Section 15 Arbitration & Mediation Act 2023 C/F Section 47 Arbitration & Conciliation Act 2004.

⁷ Section 10 Arbitration & Mediation Act 2023.

⁸ Section 14 Arbitration & Conciliation Act. Section 30 Arbitration & Mediation Act 2023. Lack of equal opportunity and fair hearing is also a ground for impeachment of arbitral award. *Adwork Ltd v. Nigeria Airways Ltd.* (2002)2NWLR(Pt.645)45. *Taylor Woodrow Nig. Ltd v. S. E. W. Gmbh.* (1993)4NWLR(Pt286)127. *Arbic Nig. Ltd v. Nig Machine Tools Ltd* (2002)15NWLR (Pt789)1. *A Savia v. A O Sonubi* (2002)12NWLR(Pt.682)539. *K.S.U.D.B. v. Fanz Const. Co. Ltd.* (1986)5NWLR(Pt.39)1

⁹ Section 8 Arbitration & Mediation Act 2023 see also section 8 Arbitration & Conciliation Act 2004.

¹⁰ Section 26 Arbitration & Conciliation Act 2004. Sections 44& 47 Arbitration & Mediation Act 2023.

¹¹ Section 12 Arbitration & Conciliation Act 2004. Section 45 Arbitration & Mediation Act 2023. Note that in the new Act of 2023, giving of reason for consent award is required unless the parties dispensed with the requirement of giving reason. See also section 47 Arbitration & Mediation Act 2023.

³² Sections 20,21,22,23,&24 Arbitration & Mediation Act 2023.

intelocutory orders required.¹³ vii. The arbitrator or arbitral tribunal has duty to appoint an expert where it is most necessary. Where the arbitral tribunal appoints an expert, the parties have right to cross – examine the expert so appointed by the arbitral tribunal.¹⁴ The parties have also the right to appoint their own experts on the same issue on which the expert appointed by the arbitral tribunal had presented a report or testified in chief and was cross – examined by the parties.

viii. The arbitral tribunal has a duty to fix cost on the award.¹⁵ It is the making of final award that entitles the arbitral tribunal to its fees and the cost. This does not however mean that arbitrators are not entitled to their cost and fees where the parties frustrated the proceedings mid stream. The usual practice is often to ask parties to pay the fees of arbitrators at the commencement of the arbitral proceedings. This is because often times in Nigeria parties refuse or neglect to pay the fees of the arbitrators after the making of the award. The arbitral tribunal has a duty to make an additional award so as to correct an error(s) or wrong arithmetical calculations on the final award. An additional award would also be made where some of the issues referred to the arbitrators were not all decided. The additional award could be made to save the final award from being impeached for error or for not being final in the actual sense and meaning of final award.¹⁶ A party or the parties may within 30days of the making of the finally award apply to the arbitral tribunal to make addition award. The arbitral tribunal may on its own, issue notice to the parties if it discovers that there is an error to correct or matter referred to it which was not taken care of. The arbitral tribunal has 60days within which to make the additional award. It is worthy of mention that the time of the arbitral tribunal to do anything provided for in the Arbitration and Mediation Act can be extended pursuant to section 66 of the Act. It is important to mention that there are other duties which exist in sections 41 and 31 of the Arbitration and Mediation Act, that is, the duty of what the tribunal shall do with respect to default of either party or parties to do what the law provides, and steps to take with respects to hearing and filing of pleadings.

2. Liability and Immunity of Arbitrators

Liability means legal responsibility for one's acts or omissions. The opposite of liability is immunity and the correlative of immunity is disability or exemption. Liability is legal responsibility or obligation which one is bound by law to undertake the failure of which will ground an action in law against the person. Immunity is a state of exemption. It refers to legal protection that exempts a person from liability, punishment, or legal action that would otherwise apply. Immunity can be granted in so many contexts, including criminal and civil cases, administrative proceedings or legislative inquiries. Immunity as granted by the law is a policy matter which is for the protection and good of the person(s) so immune and also for the good of the society.¹⁷ In arbitration, the arbitrator has duty to act with due diligence, to act with dispatch and without undue delay. Finally, he has a duty to act judicially and hear the parties and their witnesses in full. As we have examined these earlier, we will not dwell on them again so as to avoid repetition but suffice it to state that the liabilities of the arbitrators where immunity is said to exist ought to be based on the breach of these duties or any of them.

In determination of whether arbitrators are immune or not, three theories have emerged, namely; the contractual, jurisdictional, and hybrid theories.

¹³ Section 43 Arbitration & Mediation Act 2023.

¹⁴ Section 42 Arbitration & Mediation Act 2023.

¹⁵ Section 50 Arbitration & Mediation Act 2023.

¹⁶ Section 49 Arbitration & Mediation Act 2023.

⁴⁷ *Onagoruwa v. IGP*(1991)5NWLR(193)593. *Fawehinmi v. IGP* (2000)12FWLR2015 at 2019.

<https://sadijournals.org/index.php/jlshps>

Contractual Theory

This theory evolved from the premise that the arbitral agreement is a form of contract and an arbitrator is appointed pursuant to the terms of the agreement of the parties and as such is not a judge as he was appointed on the basis of a private agreement unlike a judge who is appointed by State authority pursuant to public law. An arbitrator cannot be a judge since the function is not of a public character. All the countries which support and follow the contractual theory view arbitrators as mere professionals rendering professional services and therefore subject to civil liabilities like all other professionals.¹⁸ With respect, to hold that the relationship of the arbitrators and the parties is contractual may not be right. This is because where the relationship is taken to be contractual, the breach of any of the duties imposed on the arbitrator will ground an action in law. We submit with respect, that there is actually no contract of service or contract for service between the arbitrators and the parties. The relationship between them is of a special nature. The arbitrator is merely appointed to perform a judicial function like a judge or magistrate even though he is not a judicial officer in the constitutional sense. For Mustill & Boyd, it will be absolutely wrong to define the relationship between the parties and the arbitrator in contractual terms:

...with a little ingenuity a contract between these two persons could undoubtedly be devised. We suggest, however, that this would be a mistake. To proceed by finding a contract and then apply to it the ordinary principles of the law of contract will not produce a reliable answer unless a contract really exists to be found. Even in the extreme case of a massive reference, employing a professional arbitrator for a substantial remuneration, we doubt whether a business man would, if he stopped to think, concede that he was making a contract when appointing the arbitrator. Such an appointment is not like appointing an accountant, architect, or lawyer. Indeed, it not like anything else at all.¹⁹

The contractual approach and theory have support in the Austrian and Dutch laws. The laws of both countries take the position that the relationship of the parties and the arbitrator is a contractual one in which the arbitrator earns fat remuneration for his duties and must therefore suffer liabilities and damages for any wrong committed by him or them in handling the proceedings.²⁰ The argument so far, tends to point to one direction and that is, that the arbitrators are not immune for action. If there is a contractual relationship between the arbitrators and the parties, it follows therefore that there is a legal duty the breach of which will give rise to remedy in damages against the arbitrators. Though there are arguments in favor of this view, we do not subscribe to it as arbitrators perform judicial functions and ought to be immune. The only reason for this contractual theory and approach is that arbitrators are mere professional men and should be liable for action for breach which occurs in the discharge of their duties like other professionals.²²

Jurisdictional theory

The jurisdictional theory is based on the premise and fact that the arbitrator performs a judicial function as an alternative (though private) judge as permitted under the national law (or international convention which the State has domesticated) of the particular sovereign State. Both the power of the arbitrator and the award rendered are

¹⁸ Anastasia Tsakatoura, "Arbitration: The Immunity of Arbitrators," Lex E-SCRIPTA ONLINE Legal J. June 2017. E Onyeama, International Commercial Arbitration and Arbitrator's Contract (New York Boutledge, 2010p.36 cited in Adedoyin Rhodes-Vivour, "Immunity of Arbitrators" Online 9. J. Brown, "Expansion of Arbitral Immunity: Is Absolute Immunity a foregone Conclusion" 2009, J Disp. Resol, 2009, 220.

¹⁹ Mustill & Boyd, *The Law and Practice of Commercial Arbitration in England*, 2nd Ed. Butterworth, London, 1989, 222-223.

²⁰ Melis, *A Guide to Commercial Arbitration in Austria*, 1983, 16-17. Arbitration Law in Europe, 1981, ICC Publication No. 353 p. 21.

²² Redfern & Martin Hunter, *Law and Practice of International Commercial Arbitration*, 2004, 266.

governed by the laws of the jurisdiction, placing all aspects of the arbitral process ultimately in the control of the State. This theory is justified on the premise that it encourages the use of arbitration as an alternative dispute resolution forum.²³ The argument in support of this theory is apt because even when the appointment of arbitrator is based on the terms of the arbitration agreement of the parties, arbitration and its process are governed by the Laws of the State or conventions already domesticated by the State hence it may be wrong to state that both the functions being rendered by the arbitrators and the resultant awards are purely private without the involvement of the State. The arbitration laws or laws governing arbitration are State legislation or conventions domesticated by the State in accordance with the provisions of the Constitution of Nigeria.

Hybrid Theory

This theory attempts to create a balance and reconcile the jurisdictional and contractual theories on the premise that arbitrators are creation of statutes but the ability of these arbitrators to perform their functions is dependent on the disputing parties appointing them.²⁴ The proponents of this theory believe that the reality of this theory lies somewhere in the middle of the contractual and jurisdictional theories, namely, that neither the arbitrator performs a legal function nor that the award is a contract. The parties by their very agreement created and fixed the limits of their private jurisdiction that though the arbitrator's duty is to judge, the power to do so is conferred on him by the agreement of the parties. The English Court of Appeal in *K/S Norjari v Hyundai Heavy*

*Industries Co. Ltd.*²⁴ favored this theory wherein Sir Nicholas Brown-Wilkinson VC noted that;

For myself, I find it impossible to divorce the contractual and statutes considerations, in truth the arbitrator's right and duties flow from the conjunction of these two elements. The arbitration agreement is a bilateral contract between the parties to the main contract. Under that trilateral contract, the arbitrator undertakes his quasi-judicial functions in consideration of the parties agreeing to pay him remuneration. By accepting appointment, the arbitrator assumes the status of a quasi-judicial adjudicator, together with all the duties and disabilities in that status.

Having reviewed the three theories and arguments for and against immunity of arbitrator, one discovers that the arguments in support of immunity are overwhelming. Before considering the provisions of the Nigerian Arbitration and Mediation Act 2023, we will like to look at the institutional rules of various arbitration institutes and conventions applicable to arbitration. We shall also look at the laws of various other countries particularly African countries. Article 41 of the ICC Rules provides that arbitrators "shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable laws." London Court of International Arbitration Rules 2020 (LCIA) in its Article 31(1) states that an arbitrator shall not be liable to any party howsoever for any act or omission in connection with any arbitration, save:

Where the act or omission is shown by that party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that party. To the extent that any part of this provision is shown to be prohibited by any applicable law.

²³ J. Brown, "Expansion of Arbitral Immunity: Is Absolute Immunity a Foregone Conclusion" 2009, *J. Disp. Resol.* 2009, p. 229. E Onyeama (*supra*) 33

²⁴ E. Onyeama, (*supra*), 33 cited in Adedoyim Rhodes Vivor, "Immunity of Arbitrators" (*supra*) ²⁴ (1992)QB863.(1991)WLR 1029.

Similar provisions exist and could be seen in the rules for the ICDR Article 38, SIAC Rule 38 of 2016, HKIAC Article 46, KIAC Rules Article 47 of 2012, SCC Article 52, and Article 48 Stockholm Chambers of Commerce Rules. Article 16 of the UNICTRAL Rules 2010 states that; save for intentional wrong doing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, the appointing authority and person appointed by the arbitral tribunal based on any act or omission in connection with the arbitration.

Article 49 of the OHADA Treaty provides that; “the civil servants and employees of OHADA, the judges of the (CCJA) and the arbitrators appointed or confirmed by said court, shall all benefit from privileges and diplomatic immunity in the performance of their duties.” The International Bar Association Rules of Ethics for International Arbitrators 1987 also provides that “international arbitrators should in principle be granted immunity from suit under national laws, except in extreme cases of willful reckless disregard of the legal obligations.” The Zambia Arbitration Act No.19 of 2000 provides that an arbitrator, arbitral tribunal, or other institution or a person authorized by or under the Act to perform any function in connection with arbitral proceedings is not liable for anything done or omitted in good faith in the discharge of that function. The Act further provides that the witnesses in arbitral proceedings enjoy protection from liability as witnesses appearing before a court of law.²⁵

3. Immunity under the Arbitration and Mediation Act 2023 of Nigeria

In the Arbitration and Conciliation Act CAP A18 Laws of the Federation of Nigeria 2004, there was no provision on the immunity of arbitrators. Sequel to the reason above, the earlier writers relied on the common law provisions and the legislation of other countries in suggesting that arbitrators are immune in Nigeria. The common law approach holds that arbitrators are entitled to an almost unqualified immunity by virtue of their quasi – judicial office. Section 29 of the English Arbitration Act 1996 borrowed from this common law provision.²⁶ We seemly believe that the Nigerian legislature has borrowed from the provisions of the Common law and the English Arbitration Act 1996 when in her Arbitration and Mediation Act 2023 it provides for the immunity of the arbitrators. The provisions on immunity of arbitrators in the Act went beyond the Common Law provision and the English Arbitration Act 1996 provision on the issue. Arbitration and Mediation Act in its section 13(1)(2) &(3) provides thus;

- (1) An arbitrator, appointing authority or an arbitral institution is not liable for anything done or omitted in the discharge or purported discharge of their function as provided in this Act, unless their action or omission is shown to have been in bad faith,
- (2) Subsection (1) applies to an employee of an arbitrator, appointing authority or arbitral institution as it applies to the arbitrator, the appointing authority or the arbitral institution in question.
- (3) This section shall not affect any liability incurred by an arbitrator by reason of the arbitrator’s withdrawal under section 12 of this Act.

The general interpretation of section 29 English Arbitration Act 1996 and the provision of section 13 of the Arbitration and Mediation Act 2023 shows clearly that Nigeria borrowed to a large extent from the former. However, the provision of the Arbitration and Mediation Act went beyond the provisions of the English

²⁵ Section 38 Zambia Arbitration Act No.19 of 2000. Mauritius international Arbitration Act 2008 in its section 19 made similar provision for the immunity of arbitrators. However, compare this with the provisions of the Arbitration Act of the following countries which did not provide for arbitral immunity, namely, Rwanda, Mozambique, Libya, Angola, Egypt, Tanzania, etc

²⁶ Section 29 English Arbitration Act 1996 provides that “an arbitrator is not liable for anything done or omitted in the discharge or purported discharge of its function as arbitrator unless the act or omission is shown to have been in bad faith”

Arbitration Act when in its section 13(2), it extended the immunity provision to include the employee of arbitrators, arbitration institution, and appointing authority. The provisions of the Arbitration and Mediation Act have laid to rest the controversies surrounding the debate as to whether arbitrators are immune or not. Arbitrators are immune in Nigeria for act or omission committed in course of discharging their duties. The only exception to this immunity is where the arbitrator(s) is shown to have acted in bad faith. The term bad faith in the Act is as in its ordinary meaning. Bad faith in this circumstance will include dishonesty or fraud in a transaction, dishonest purpose, untrustworthy performance of duties, neglect of fair dealing standard, or a fraudulent intent.

In Nigeria, the Act has made it that not only arbitrators are immune. The employees of the arbitrator which includes the secretary, experts and such like other officers appointed or employed by the arbitrator(s) are also immune. The arbitrator, arbitration institution or the appointing authority are equally immune. It is important to state that this immunity provision does not extend to any liability which an arbitrator may have incurred as a result of the arbitrator's withdrawal under section 12 of the Act.

The provisions of the Arbitration and Mediation Act are apt when considered that the Act made provisions for what will happen to an arbitrator for failure to undertake the duties of his office diligently and with dispatch. For example, an arbitrator has a duty to act within time and with dispatch. The implication of this duty is that where the arbitrator fails to act with dispatch and without undue delay, the parties or a party may terminate or revoke the mandate of the arbitrator(s). A similar provision also exists in the Act for an arbitrator who has failed to disclose circumstances which may give rise to justifiable doubt as to his independence and impartiality. For the issue of none disclosure, the Act provides in sections 8 & 9 that the arbitrator could be challenged and disqualified. With these provisions in the Act, one could reasonably conclude that the Act provided for proper safeguard to the abuse of the arbitrator(s). **Conclusion**

The Arbitration and Mediation Act 2023 provided for the immunity of the arbitrators for act or omission which resulted from the proceedings. The immunity as provided in section 13(1) of the Act is not for the arbitrator alone but extends to the appointing authority, and the arbitration institution and the employees. The present provision of the Act has laid to rest all controversies on the issue of the immunity of arbitrators in Nigeria. The only exception or limitation to the immunity of arbitrators is where the Act provided that arbitrators will be liable where it is shown that the arbitrator acted in bad faith. Bad faith in this circumstance includes dishonest act or act of fraudulent intent.