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Rwanda: a rapidly modernising arbitration hub driven by legal reform and KIAC's expanding influence

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Rwanda: a rapidly modernising arbitration hub driven by legal reform and KIAC's expanding influence

Aimery de Schoutheete, **Arnaud Stassen** and **Penina Ngabire**
Liedekerke

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IN SUMMARY

This article analyses the current status of international arbitration in Rwanda and identifies the most recent evolutions and the trends of Rwandan courts in international arbitration-related matters.

DISCUSSION POINTS

- Arbitration Act 2008
- KIAC
- Recent institutional developments
- Setting-aside proceedings in Rwanda
- Recognition and enforcement of awards in Rwanda
- Negotiation of public contracts in Rwanda
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REFERENCED IN THIS ARTICLE

- Arbitration Act 2008
- Law No. 51/2010 Law establishing the KIAC
- KIAC Arbitration Rules 2012
- Ministerial Instructions No. 612/08.11

INTRODUCTION

According to the World Bank Doing Business 2020 report, Rwanda ranked 38th globally and 2nd in Sub-Saharan Africa (after Mauritius). Separately, under the World Bank's new Business Ready (B-READY) framework, Rwanda is in the top quintile globally in operational efficiency. In 2024, its gross domestic product (GDP) was estimated at approximately 18.8 billion Rwandan francs, up from 16.6 billion Rwandan francs in 2023, with an average annual growth rate of around 8% over the past two decades. The three main sectors contributing to GDP are services (approximately 48%), agriculture (approximately 25%) and industry (approximately 21%) sectors.[1]

In recent years, Rwanda has embarked on ambitious infrastructure projects, including the construction of a new international airport, the Bugesera International Airport. The new airport is expected to be operational before the end of the decade and anticipated to have a capacity of eight million passengers per year for the first 10 years. It will then be expanded to a capacity of 14 million passengers per year, making it one of the largest airports on the continent.

Rwanda's legal system was initially based on the Belgian civil law system; however, since the turn of the millennium and, in particular, after the country joined the Commonwealth in

2009, Rwanda has gradually shifted its legal system towards a more or less hybrid system comprising aspects of both common law and civil law.

Rwanda is not party to the Organisation of the Harmonisation of Business Law in Africa (OHADA), whose members are mainly located in Central and West Africa; therefore, no OHADA acts, such as the Uniform Act on Arbitration Law, apply in Rwanda.

ARBITRATION ACT 2008

Arbitration in Rwanda is governed by Law No. 005/2008 of 14 February 2008 on arbitration and conciliation in commercial matters (the Arbitration Act 2008), which entered into force on 6 March 2008. The Arbitration Act 2008 has considerably modernised Rwandan legislation on arbitration and is influenced by the 2006 UNCITRAL Model Law on International Commercial Arbitration, from which it transposed important features, including on issues of the validity of arbitration agreements and interim measures.

Although the Arbitration Act 2008 includes provisions typical of national legislations modelled on the UNCITRAL Model Law (eg, article 18 recognising the *Kompetenz-Kompetenz* principle), a key distinction is worth mentioning: the Act applies to both domestic and international arbitration,[2] and it does not list the provisions that would apply only to domestic arbitration or only to international arbitration. Although it seems clear that most provisions apply only to domestic arbitration while others also apply to international arbitration,[3] the status of some rules remains unclear.[4]

Similarly, the definition of "international arbitration" given in article 3 of the Act lacks some clarity. The fact that the Act refers to both arbitration and conciliation has sometimes been found to render the Act difficult to read.

Arbitration proceedings are not confidential by default under Rwandan law, and confidentiality needs to be expressly agreed on between the parties directly or by reference to the rules of an arbitral institution.

To further modernise the current legal framework, the government launched the Alternative Dispute Resolution Policy (the ADR Policy) in September 2022. The ADR Policy recommends, among other things, that the Arbitration Act 2008 be repealed and replaced by two separate acts: an act governing arbitration and an act governing mediation. Rwanda should also take this opportunity to address the gaps in the current legal framework and to clarify, among other things, the scope of the law.

KIAC

The Kigali International Arbitration Centre (KIAC) was created as an initiative of the Private Sector Federation (PSF) of Rwanda. This initiative was supported by the government because arbitration was part of investment climate reforms. The KIAC was established by Law No. 51/2010 of 10 January 2010[5] and was officially launched in May 2012.

As an arbitral institution, the KIAC does not resolve disputes but administers the resolution of disputes by arbitral tribunals under its institutional rules published in 2012 (the KIAC Rules 2012).[6] The KIAC Rules 2012 apply to all disputes referred for arbitration to KIAC (but not automatically to all arbitration seated in Rwanda).[7]

The KIAC boasts an impressive track record in terms of cases administered. Since its inception in 2012, it has administered more than 230 cases (60% domestic and 40% international) and has averaged 20 to 25 cases per year since 2017.

The KIAC Rules 2012 are a modern set of rules, inspired by the International Chamber of Commerce (ICC) Rules and the UNCITRAL Rules, that are consistent with international best practices and cover all aspects of arbitral proceedings. A series of important features of the Rules deserves special attention.

- The KIAC Rules 2012 provide for scrutiny of the draft award that the arbitral tribunal submits to the KIAC Secretariat. The Secretariat "may as soon as practicable suggest modifications as to the form of the award and, without affecting the arbitral tribunal's liberty of decision, may also draw its attention to points of substance".[8] This is likely to ensure a better quality of arbitral awards, following in the footsteps of ICC practice.
- The rules allow a party to make an application to an emergency arbitrator to obtain "urgent interim or conservatory measures that cannot await the constitution of the Arbitral tribunal".[9] This allows the parties to draw on the – already quite extensive – practice of ICC arbitral tribunals on admissibility and jurisdiction over emergency arbitration proceedings.
- The Rules provide that "all meetings and hearings shall be in private and any records, transcripts or documents used shall remain confidential".[10] Since the Arbitration Act 2008 does not provide that arbitration proceedings are confidential by default, this provision of the Rules ensures that KIAC arbitration proceedings remain confidential.

Recent Institutional Developments

In recent years, the KIAC has gained international recognition, notably through:

- its involvement in the establishment of the African Arbitration Association (AfAA) launched in June 2018,[11] which is aimed at promoting, encouraging, facilitating and advancing the use of international arbitration within the African continent; and
- the signing of a cooperation agreement with the International Centre for Settlement of Investment Disputes (ICSID) in April 2019,[12] which provides for the possibility of holding ICSID hearings at KIAC facilities, reinforcing the trend of bringing investment disputes closer to where they arise. This agreement also encourages knowledge-sharing between ICSID and the KIAC with regard to arbitration, conciliation and other methods of dispute resolution.

As part of the ADR Policy, the KIAC has also embarked on a review of the KIAC Rules and of the Arbitration Act 2008 that will enable it to incorporate some of the latest best practices in international arbitration and modernise the Rules to take into account developments such as virtual hearings, which became prominent since the covid-19 pandemic. The review is expected to be completed before 2027.

The KIAC has also implemented an online case management system to facilitate the administration of arbitration cases. The system, which enhances KIAC's international reach, is now operational following its launch in April 2025.

In addition to launching its online case management system, the KIAC has also enhanced its digital presence through a more functional and user-friendly website. The updated website now provides improved accessibility to institutional information, case administration details and upcoming events, supporting broader engagement with arbitration practitioners and users globally.

ANNULMENT AND ENFORCEMENT OF ARBITRAL AWARDS

In 2008, the same year it enacted the Arbitration Act, Rwanda became party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention). Rwanda recognises and enforces foreign arbitral awards on the basis of reciprocity[13] and therefore only recognises awards issued in countries that themselves recognise awards issued in Rwanda, which is the case for all contracting states to the New York Convention.

The only available recourse against an arbitral award under the Arbitration Act 2008 is a recourse for annulment (setting-aside). The Act provides for grounds for annulment similar to the grounds for non-recognition of awards in the New York Convention and the UNCITRAL Model Law.[14] Among those grounds, two may be raised by a court on its own motion: the grounds of non-arbitrability and violation of public policy.

An application for setting aside the award must be made within 30 days of the date of notification of the award.[15] The procedure presents an interesting feature to enable the court to send the case back to the arbitral tribunal if the ground for the setting aside can be remedied. Under the Arbitration Act 2008:

The Rwandan courts, "where appropriate", can suspend the cassation[16] proceedings for a period of time it determines in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitral tribunal's opinion, which may eliminate the grounds for cassation (annulment) of the award taken.[17]

Two arbitration-related cases have been selected for this article to highlight the types of disputes that have led to annulment proceedings and the way these disputes have developed before the Rwandan courts.

Yari Cornacchia V Nsanawe

The first case concerns a share purchase agreement dispute between a Rwandan and an Italian businessman.[18] In 2012, Mr Nsanawe sold his shares in Papyrus Bakery Café Ltd to Mr Cornacchia. The parties entered into a shareholding agreement whereby they agreed that all disputes would be settled by the Rwandan courts. Mr Cornacchia was eventually unable to pay the full amount and therefore requested that Mr Nsanawe redeem shares equivalent to the amount that he had paid. Mr Nsanawe agreed to do so. This led to the conclusion of a second agreement, a share transfer agreement, by which the parties accepted that any dispute would be settled by an arbitral tribunal.

A dispute arose and Mr Cornacchia lodged a claim before the KIAC regarding the performance of the share transfer agreement. The KIAC ruled that the parties were no longer bound by the share purchase agreement and that the share transfer agreement had to be respected.

Dissatisfied with the award, Mr Nsanawe appealed to the Commercial High Court, requesting that the award be annulled on the grounds that (1) the arbitral tribunal had no jurisdiction to hear the dispute (Arbitration Act 2008, article 47.1(c)) and (2) the award was issued after the time limit fixed by the parties (Arbitration Act 2008, article 47.1(d)). The Commercial High Court ruled that the arbitral tribunal lacked jurisdiction because theshareholding agreementreferred the dispute to the Rwandan courts and therefore quashed the award.

Mr Cornacchia appealed this decision to the Rwanda Supreme Court, arguing that the dispute referred to the KIAC on which the arbitral tribunal made a decision relied only on the share transfer agreement and not the shareholding agreement. Mr Nsanawe filed a cross-appeal, contending that the award should in any event be set aside because it was issued after the time limit fixed by the parties.

In a 2016 decision, the Supreme Court found that Mr Cornacchia's claim had been lodged based on the share transfer agreement that provided for arbitration and that the arbitral tribunal therefore had jurisdiction to hear the case. Importantly, it also rejected Mr Nsanawe's cross-appeal ruling that the failure to comply with the time limit fixed by the parties is not a ground for annulment contemplated in article 47.1(d) of the Arbitration Act 2008. Accordingly, it quashed the judgment of the Commercial High Court and confirmed the award.

Soras Assurances Generales Ltd V Tromea Ltd

In this case, the Supreme Court was invited to rule on the impact of parallel criminal proceedings on arbitration proceedings.[19] Tromea Ltd entered into an insurance contract with Soras Ltd to cover fire and theft hazards. During the relationship, goods were stolen from Tromea's store and Tromea filed an insurance claim for compensation with Soras. The parties failed to reach an amicable settlement and Tromea referred the case to arbitration. The arbitral tribunal refused to stay the proceedings to await the decision in the criminal case concerning the burglary committed in Tromea's store and decided that Soras was liable to pay the value of the stolen goods, in addition to late interest fees and damages for breach of contract.

Soras applied for annulment. The Commercial High Court rejected the petition and Soras appealed to the Supreme Court alleging that the award should be annulled on the grounds that (1) the arbitral tribunal should have stayed the proceedings pursuant to the civil law principle under which criminal proceedings suspend civil proceedings, which is public policy (Arbitration Act 2008, article 47.2(b)), and (2) the arbitral tribunal exceeded its power in awarding late interest and damages for breach of contract because the damages were not contemplated by the insurance contract (Arbitration Act 2008, article 47.1(c)).

The Supreme Court upheld the award in favour of Tromea. It found that, although the principle that criminal proceedings suspend civil proceedings is public policy, it was not applicable to the case because damages claimed by Tromea originated from the insurance contract concluded with Soras and not from the burglary. It also decided that the arbitral tribunal did not exceed its power as it had adjudicated the claims made by Tromea in its submission.

NEGOTIATION OF PUBLIC CONTRACTS IN RWANDA

Arbitration is the instrument of choice in Rwanda to resolve disputes that arise out of contracts with Rwandan public entities. Under Ministerial Instructions No. 612/08.11 of 16 April 2014 (the Instructions) Rwandan public institutions and organs that receive public funds must, where possible, take the initiative "to draft the contract to be proposed to the other party"[20] and include a dispute resolution clause.[21]

If the parties wish to opt for an arbitration clause, the Instructions state that the Rwandan entity "shall not be allowed to apply any international arbitration clause except clauses

relating to Kigali International Arbitration Center (KIAC)".[22] The Instructions provide for the following model clause.

- Any dispute or difference between the Parties as to the interpretation or implementation of this Agreement or in respect of any matter or thing arising under, out of or in connection with this Agreement that cannot be settled by amicable settlement or mediation (when provided for), shall be settled by arbitration in accordance with Kigali International Arbitration Center (KIAC) rules.
- The number of arbitrators to the proceedings shall be … (Choose the number of arbitrators/can be one or three).
- The seat for arbitration shall be ... (Choose the seat).
- The language for arbitration proceedings shall be ... (Choose the language).
- The award rendered by the arbitrator(s) shall be final and binding and shall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs including legal fees to be paid by the party against whom enforcement is ordered.[23]

It is common for the draft contract to provide for Kigali as the place of arbitration, although this is not strictly mandated by the Instructions for international contracts. Foreign parties can seek to refuse referral of the dispute to the KIAC. In that case, the Rwandan entity "- shall seek legal opinion from the Minister of Justice/Attorney General who shall decide or negotiate with the other party on the applicable dispute resolution clause".[24]

The alternative rules to apply if the parties decide not to use the KIAC Rules are the UNCITRAL Rules or the East African Court of Justice Arbitration Rules. It is therefore advisable for any party wishing to do business with public entities in Rwanda to familiarise themselves with the KIAC Rules 2012 and the arbitration system in Rwanda generally.

INVESTOR-STATE ARBITRATIONS INVOLVING THE REPUBLIC OF RWANDA

Rwanda is a signatory to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, as well as to several bilateral Investment Treaties (BITs), not all of which are in force. BITs with Germany (1967), Belgium–Luxembourg (1983), the United States (2008) and South Korea (2009) are currently in force. Other BITs have been signed but are not yet in force, including with Morocco (2016), Turkey (2016), Qatar (2018), the Central African Republic (2019) and the Congo (2021). All BITs, with the exception of the 1967 BIT with Germany, allow foreign investors to submit dispute resolution to arbitration. A BIT with France is under negotiation.

At the time of writing, Rwanda has been involved in three publicly known ICSID proceedings.

- *Olyana Holdings LLC v Republic of Rwanda* (ICSID Case No. ARB/10/10) – a contract-based ICSID arbitration (not treaty-based), which was initiated in 2010 by a US company in 2010 but was discontinued a year later.[25]
- *Bay View Group LLC and The Spalena Company LLC v Republic of Rwanda* (ICSID Case No. ARB/18/21) – a treaty-based arbitration under the 2008 US–Rwanda BIT. The latter came to an end in 2022 with an award in which the ICSID tribunal ruled in favour of Rwanda and declined its jurisdiction on the ground that the claimants, two US companies, had no material investment in Rwanda.[26]

- ***Alain Francois v Goetz*** and ***Aldabra Limited v Republic of Rwanda*** (ICSID Case No. ARB/24/48) – a pending treaty-based arbitration registered on 1 November 2024, reportedly brought under the Belgium–Luxembourg Economic Union (BLEU)–Rwanda BIT and the Rwanda–United Arab Emirates BIT (2017). The dispute concerns an international investment agreement related to a mining and quarrying matter including hydrocarbons (oil and gas). The case is still pending and the tribunal was reconstituted on 06 January 2026.[27]

OUTLOOK AND CONCLUSIONS

The future of arbitration in Rwanda seems bright. Rwanda already benefits from a well-functioning arbitration centre and a classical arbitration law, which the state and the judiciary support and intend to modernise further. Arbitration is recognised as a tool for dispute resolution in public contracts and therefore a method of dispute resolution endorsed by the government. These positive factors, alongside Rwanda's use of both the English and French languages, contribute to increasing Rwanda's role in the international arbitration arena in Central and Eastern Africa.

Endnotes

1 NISR, "Gross Domestic Product", 2019–2024. ^ Back to section

2 Arbitration Act 2008, article 2. ^ Back to section

3 Articles 21 (recognition and enforcement of interim measures), 50 and 51 (recognition and enforcement of awards) of the Arbitration Act 2008 apply "irrespective of the country in which [the interim measure or the award] was issued". ^ Back to section

4 See, in particular, article 32 of the Arbitration Act 2008, which provides that the parties are free to choose the place of arbitration, but that in the case of disagreement, the place of arbitration "shall be Rwanda". A similar type of rule applies in respect of the law applicable to the merits of the dispute (see article 40 of the Arbitration Act 2008). ^ Back to section

5 Law No. 51/2010 of 10 January 2010 establishing the Kigali International Arbitration Centre and determining its organisation, functioning and competence. ^ Back to section

6 The Kigali International Arbitration Centre Rules 2012 (KIAC Rules 2012) entered into force in May 2012 with the publication of the Ministerial Order No. 16/012 of 15 May 2012 determining the arbitration rules of Kigali International Arbitration Centre (KIAC). ^ Back to section

7 KIAC Rules 2012, article 1. ^ Back to section

8 KIAC Rules 2012, article 38. ^ Back to section

9 KIAC Rules 2012, article 34 and Annex II. ^ Back to section

10 KIAC Rules 2012, article 36. ^ Back to section

11 Alison Ross, "African Arbitration Association launched", GAR (11 July 2018). ^ Back to section

12 Press release, "ICSID Concludes Cooperation Agreement with KIAC", International Centre for Settlement of Investment Disputes (4 April 2019). ^ Back to section

13 Arbitration Act 2008, article 50. Rwanda did not make a declaration on reciprocity when it became party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. ^ Back to section

14 Arbitration Act 2008, article 47. ^ Back to section

15 Arbitration Act 2008, article 48. ^ Back to section

16 Read: the annulment proceedings, based on the French version of the Act. ^ Back to section

17 Arbitration Act 2008, article 49. ^ Back to section

18 Rwanda Supreme Court,*Yari Cornacchia v Nsanawe*, RCOMAA0053/15/CS (26 Feb 2016). ^ Back to section

19 *Rwanda Supreme Court, Soras Assurances Generales Ltd v Tromea Ltd-*, RCOMAA0020/16/CS (21 Oct 2016). ^ Back to section

20 Ministerial Instructions No. 612/08.11 of 16 April 2014 (Instructions), articles 3 and 7. ^ Back to section

21 Instructions, article 11. ^ Back to section

22 Instructions, article 14. ^ Back to section

23 Instructions, Annex I, pp. 6-7. ^ Back to section

24 ibid. ^ Back to section

25 *Olyana Holdings LLC v Republic of Rwanda*, ICSID Case No. ARB/10/10, Order taking note of the discontinuance of the proceeding pursuant to ICSID Arbitration Rule 43(1), 7 January 2011. ^ Back to section

26 *Bay View Group LLC and The Spalena Company LLC v Republic of Rwanda*, ICSID Case No. ARB/18/21, Decision on jurisdiction and liability, 30 March 2022. ^ Back to section

27 *Alain Francois v Goetz* and *Aldabra Limited v Republic of Rwanda*, ICSID Case No. ARB/24/48. ^ Back to section



Aimery de Schoutheete a.deschoutheete@liedekerke.com
Arnaud Stassen a.stassen@liedekerke.com
Penina Ngabire p.ngabire@liedekerke.com

Boulevard de l'Empereur 3 Keizerslaan, 1000 Brussels, Belgium

https://www.liedekerke.com

Read more from this firm on GAR