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An Introduction and an Evaluation of Arbitration in Ivory Coast

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Abstract

The paper deals with arbitration law in Ivory Coast and is mainly based on interviews with the most important authorities in this field.[1] After a short introduction into the OHADA legal system the two main arbitration centres of Ivory Coast are presented.

First, the paper treats the internationally known OHADA arbitration centre of the Common Court of Justice and Arbitration, hereinafter known as CCJA. It explains the bodies and the organisation of the CCJA, the arbitration procedure in detail, the enforcement of the arbitral award, the interim measures and the legal remedies against decisions of the CCJA.

Second, the functioning of the Court of Arbitration of Côte d'Ivoire, hereinafter known as CACI, is explained. It is the second arbitration centre of Ivory Coast and it was created by the Ivorian Chamber of Industry and Commerce and settles mainly disputes between nationals. The analysis treats the same topics as mentioned for the CCJA centre, but is restricted to point out the differences or peculiarities of the CACI procedure, in order to prevent repetitions.

Third, the paper analyses the advantages and disadvantages of the two arbitration centres and compares them to the proceedings of the Commercial Court of Abidjan. It avoids the comparison of yet well-known arguments such as confidentiality of arbitration proceedings or the parties' free choice in regard to the place of arbitration and the language, etc. The work rather limits itself to concretely address the problems or the advantages of each dispute solution considering the latest developments in the judicial system.

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1 The text is based on interviews with following persons: Maître Abbé YAO, senior partner of the lawyer's office SCPA Dogué-Abbé Yao, President of the Bar Association of Ivory Coast and arbitrator for the CCJA and CACI; Maître Acka ASSIEHUE, actual Clerk and former Secretary General of the CCJA; Raoul YAO, Deputy Vice-President of the CACI in charge of arbitration; Maître Dr. François KOMOIN, President of the Commercial Court of Abidjan; Maître Séraphin DJEDJET-GOLLY, Vice-President of the Commercial Court and Secretary General of the NGO 'Transparency Justice'; Mamadou CISSE, Clerk in Chief of the Commercial Court.

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The purpose of the report is to give a practical introduction into the Ivorian arbitration law, in particular to foreign lawyers. It should provide them with solid theoretical knowledge of the different dispute solutions. With the help of concrete comparisons and explanations of the actual situation regarding the civil and commercial judicial system it should enable them to find the most suitable dispute solution for their clients.

Introduction

With the rise of international commercial and economic relations due to globalisation, an increase of international litigation was a matter of time. In order to meet the requirements of legal security despite the fast pace of today's business world, the international community sought for alternative conflict resolution strategies to national court proceedings. The Convention of Recognition and Enforcement of Foreign Arbitral Awards, the New York Convention of 1958, was one of its earliest reactions and the reason why arbitration law can now be seen as one of the traditional means for an efficient alternative dispute resolution. The popularity of arbitration law does not cease, especially in emerging countries like Ivory Coast; it rather is the object of new forms and continuous improvements.

For a better understanding this work should first give a brief introduction into the OHADA[2] law system (A.), in order to present in detail the procedures of the two main institutions in Ivorian arbitration law which are the CCJA[3] Arbitration Centre and the CACI[4] (B.), and finally analyses the advantages and disadvantages of the arbitration proceedings among each other and in comparison to the national court proceedings considering current developments (C.).

A. A brief introduction into the OHADA law system

OHADA is an international organisation consisting of 17 member states currently, with the objective to unify the legal systems in business law of its member states, which are mostly French-speaking African countries.[5] The founding treaty of the OHADA[6], hereinafter known as the Treaty, was signed on October 17th, 1993 in Port-Louis, Mauritius, and revised on October 17th, 2008 in Québec, Canada. The work of the OHADA has led to a unified community law in the field of economic law and in parts of civil law, as well as to the creation of the Supreme Court, the CCJA, located in Abidjan, Ivory Coast. The national law

2 In French, Organisation pour l'Harmonisation du Droit des Affaires en Afrique; in English, Organisation for Harmonisation in Africa of Business Laws, hereinafter known as OHADA.

3 In French, Cour Commune de Justice et d'Arbitrage; in English, Common Court of Justice and Arbitration.

4 In French, Cour d'Arbitrage de Côte d'Ivoire; in English, Court of Arbitration of Côte d'Ivoire.

5 *MOULOUL, Alhousseni*, Comprendre l'Organisation pour l'Harmonisation en Afrique du Droit des Affaires (O.H.A.D.A.), 2nd edition, pp. 7 et seq.

6 In French, Traité OHADA.

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of its member states stays applicable in the fields that have not been unified yet. The OHADA law is subject to a strict hierarchy of legal norms with the Treaty as its basis. The most important legal sources, besides the Treaty,[7] are the Uniform Acts,[8] hereinafter known as UA, which entirely or partly regulate nine different legal branches.[9] According to Article 10 of the Treaty, the UA are directly applicable and mandatory within the member states. Within the scope of application the UA supersede contrary national and even constitutional law as the Supreme Court decided despite controversial discussions.[10] Pursuant to Articles 14 et seq., the CCJA is responsible for the interpretation of the Treaty and the UA through advisory reports,[11] which are the CCJA's opinion on abstract questions, and its appeal judgements.

B. The Ivorian arbitration law

Arbitration proceedings in Ivory Coast are mainly administrated by two institutions. One is the OHADA Arbitration Centre which is managed by the CCJA Court and second, the CACI which was created by the Chamber of Industry and Commerce of Ivory Coast.

I. CCJA Arbitration

1. Sources

Articles 1 and 21 – 26 of the Treaty and the Uniform Act, which is governing the arbitration law,[12] hereinafter known as UAA, are the basis of Ivorian arbitration law. They are complemented by the Arbitration Rules of the CCJA,[13] hereinafter known as AR, and the Internal Regulations of the CCJA in arbitration matters,[14] hereinafter known as IR. For the judicial, non-arbitrational, procedures of the Supreme Court only the Procedure Rules of the CC-

7 Central provisions of the OHADA Treaty are Articles 1, 2, 10, 14, 20, 27 – 42, 46.

8 In French, Actes Uniformes.

9 This relates especially to general commercial law, personal and collateral securities, commercial companies and economic interest groups, enforcement, insolvency law, harmonisation of the company accounting, transport contracts for the carriage of goods by road and cooperative societies. The texts are available in French at http://www.ohada.com/actes-uniformes.html.

10 Advisory report of the CCJA, 30th of April 2001; in French, Avis de la CCJA du 30 avril 2001, quoted from *GUEYE, Babacar/TALL, Saïdou Nourou*, OHADA, Traité et actes uniformes commentés et annotés, Juriscope, France 2012, p. 36.

11 In French, Avis consultatifs.

12 In French, Acte Uniforme sur le Droit de l'Arbitrage.

13 In French, Règlement d'Arbitrage de la Cour Commune de Justice et d'Arbitrage.

14 In French, Règlement Intérieur de la Cour Commune de Justice et d'Arbitrage de l'OHADA en matière d'Arbitrage.

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JA,[15] hereinafter known as PR, are relevant. Finally, the procedural law is being interpreted and complemented by Decisions[16] of the different bodies of the CCJA.

2. Bodies of the CCJA Arbitration

a. Common Court of Justice and Arbitration (CCJA)

The CCJA is both the Supreme Court and the Arbitration Centre of the OHADA. As a Supreme Court the CCJA is bounded by Article 14 of the Treaty to interpret the Treaty, the UA and the procedure rules cited above. However, as an arbitration centre the Supreme Court itself does not settle the dispute, but, pursuant to Article 21(2) of the Treaty, primarily takes an administrative and controlling function in regard to the procedure. For example the judges decide on the taxation of costs or the nomination and challenging of arbitrators and give non-binding opinions.[17]

Despite the distinction between the Supreme Court and the Arbitration Centre, it occurs that the Supreme Court makes a decision as a judicial body during or after the arbitrational procedure. Two cases have to be distinguished here. For *arbitral awards administrated by the CCJA Arbitration Centre*, this is the case when the award has to be enforced (for further information see paragraph B.I.5 below), when appeals are submitted (B.I.7 below) and potentially when a party seeks interim legal protections (B.I.6 below). *Other arbitral awards* that result from ad-hoc procedures or other arbitration institutions are, in general, not reviewed by the CCJA Supreme Court but by national courts when it comes to enforcement and legal remedies. The only case, in which these awards 'from the outside' also can be the object of a Supreme Court's decision, is when one party wants to appeal in cassation against the decision of a national court about an action of annulment.[18] The conditions, therefore, are conclusively listed in Article 26 UAA.

b. President

The President of the CCJA is also a judge of the Supreme Court and is elected by the other judges, pursuant to Article 37 of the Treaty. According to article 39 of the Treaty, he appoints the Secretary General and the Clerk in Chief. In the day-to-day business he is essentially responsible for the management and control of the CCJA and he legally represents the Court, pursuant to Article 7 PR.

15 In French, Règlement de Procédure de la Cour Commune de Justice et d'Arbitrage.

16 In French, Décisions.

17 *MOULOUL*, note 5, p. 41.

18 Article 25 (3) UAA.

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c. Clerk in Chief and Secretary General

According to Article 12 PR, the Clerk in Chief is subject to the President's direction and is responsible for the organisation and tasks of the Court's office. He manages all kinds of communications, notifications and deliveries from and to the Court. He is responsible for all administrative tasks, especially for the financial management. Pursuant to Article 1.1 (5) AR, the Clerk in Chief has simultaneously the role of Secretary General. However, the work of the Secretary General is limited to the CCJA Arbitration where he has comparable administrative tasks as the Clerk in Chief for the court proceedings.

3. The procedure

The CCJA arbitration procedure largely corresponds to the ICC arbitration, which served as a model. In the following, steps that are particularly relevant in practice or that present peculiarities of the CCJA arbitration will be explained precisely while familiar procedures will be shortly summarised.

a. Commencement of arbitration

The procedure begins with the arbitration request, which has to be submitted to the Secretary General, pursuant to Article 5 AR. It contains the names, the description, the addresses and other contact details. The request has to be submitted with the arbitration agreement and a proof of delivery that a copy of the request has been sent to the respondent. The claimant also can join any other documents that he considers appropriate or that may contribute to the efficient resolution of the dispute. They have to answer, as soon and as precisely as possible, to questions such as the place of arbitration, the language, the applicable law, the existence of an arbitration agreement and whether or not it is valid, the applicable rules for the conduct of the arbitration proceeding and the legal grounds or arguments supporting the claim. Together with the request, the claimant shall make a payment of the filing fee in amount of 200,000 FCFA, about € 300 or UD$ 330, by cheque or bank transfer. If these requirements have been respected, the Secretary General gives notice to the claimant and the respondent upon the date of receiving the request. This date determines the beginning of the arbitration proceeding. According to Article 6 AR, the respondent shall submit an answer within 45 days after the receipt of the Secretary's communication. He shall confirm the names, description, etc. of the parties as well as the existence of an arbitration agreement and its comments as to the nature and circumstances of the dispute, including offers of evidence. In case of any counterclaims from the respondent, the claimant shall submit, pursuant to Article 7 AR, a reply within 30 days from the day of the respondent's answer.

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b. Admissibility of a request

According to the second sentence of Article 10.3 AR, in general, the arbitration panel has to decide on the admissibility of a request. From a procedural economical point of view it would not be reasonable for the parties to pay the costs of the whole procedure in advance and pursue the constitution of the arbitration panel, although the request is obviously inadmissible. Therefore, Article 9 AR allows an examination of the request by the Court, namely when at first sight, *prima facie*, there is no arbitration agreement between the parties and the respondent either declines the procedure or does not submit an answer. The Court then proceeds to a summary examination regarding the admissibility of the request before the arbitrators are chosen and appointed for the procedure, pursuant to Articles 3 et seq.[19]

According to Article 21 of the Treaty and Article 2.1 AR, the request is only admissible when the three following conditions are met:[20]

1. The disputed claims shall be contractual. In accordance to Article 2 UAA, claims are contractual if they are at the free disposal of the parties.[21] Therefore, the assertion of extra-contractual claims is not possible in the CCJA arbitration procedure. Meanwhile, it is irrelevant if the dispute is of civil or commercial law nature.[22]
2. There shall be a valid arbitration agreement. The agreement has to fulfil the common requirements such as legal and contractual capacity of the parties, the parties' consent regarding the essential terms or the representative authority of an agent.
3. The requested arbitration procedure shall fall within the geographical scope of the OHADA rules. This is the case when one of the parties has its domicile or its residence in one of the OHADA member states. For juristic persons this is the statuary seat of the company. The dispute also falls within the scope of the CCJA arbitration if the contractual place of performance is entirely or partly in one or several member states. The commencing of the performance by one of the parties is not required.[23]

c. Taxation of arbitration costs

The CCJA Court decides, according to Article 11 AR with Articles 2 et seq. of the Decision N°004/99/CCJA, on the costs of the arbitration. According to Article 11.2 AR, the costs have to be paid in equal parts of each party. After both parties have effectuated the payment of the entire costs by cheque or bank transfer, the panel will be constituted and the Secretary General will transmit the file to the arbitrators. If one party refuses to fulfil the payment, the other party can advance the entire costs in order to prevent that the opponent can

19 *ASSIEHUE, Aka*, Système d'Arbitrage de la Cour Commune de Justice et d'Arbitrage – Guide pratique de procédure, edition 2012, p. 14.

20 *MOULOUL*, note 5, p. 41.

21 *ASSIEHUE*, note 19, p. 14.

22 *GUEYE/TALL*, note 10, p. 46.

23 *ASSIEHUE*, note 19, p. 12.

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thwart the constitution of the arbitration panel by non-payment. The filing fees in amount of 200,000 FCFA, about € 300 or US$ 330, paid by the claimant for commencing the procedure are deducted from the amount of the costs that have to be provided by him.[24] There exist four kinds of costs in the CCJA arbitration procedure:

(1). Administration expenses

These expenses are costs for the administration of the CCJA Arbitration Centre such as salaries and operational costs. The minimum charge for the administration expenses is 500,000 FCFA, about € 760 or US$ 820. With the increase of the amount in dispute, the percentage of the expenses is progressively reduced, so that the expenses average out between 2 %, for lower amounts in dispute, and 0.5 %, for higher amounts in dispute. The ceiling cap of the administration expenses is 30 million FCFA, about € 457,000 or US $ 490,000.

(2). Arbitrator's fees

The arbitrator's fees also have a minimum charge of 500,000 FCFA, about € 760 or US $ 820, per arbitrator. With the increase of the amount in dispute and depending on how many arbitrators will decide on the case, the arbitrator's fees also are progressively reduced, so that the fees can be situated in average between 10 %, for lower amounts in dispute, and 0.1 %, for higher amounts in dispute. The calculation table is split unevenly in steps between 25 million and 5 billion FCFA providing for each step the precise minimum fee for one arbitrator, for examples see below paragraph C.II. Pursuant to the decision N°004/99/CCJA, this minimum fee can be modified only in two cases: when the amount in dispute has not been declared, Article 6, or when more than one arbitrator is going to be nominated, Article 8. Only in those cases, the Court has to make a discretionary decision about the exact amount of the arbitrator's fees, which can be fixed between the minimum and maximum value provided by the calculation table. For this decision, the Court considers the forthcoming legal and factual difficulties as well as the foreseeable duration of the procedure. In accordance with Article 11.1(2) AR, the fixed fee can be modified, when the amount in dispute increases or decreases at least one quarter during the proceeding. When there are three arbitrators the fees are not equally split, but the president will obtain 40 % and the other two 30 %.[25]

24 *ASSIEHUE*, note 19, p. 27.

25 Decision, August 16th, 2004, N°30-bis/2004/CCJA/ADM/ARB fixing the distribution modalities of the arbitrator's fees; in French, Décision du 16 août 2004, N°30-bis/2004/CCJA/ADM/ARB fixant les modalités de répartition des honoraires des arbitres.

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(3). Arbitrator's expenses

The arbitrator's expenses are mainly composed of the costs for travelling, subsistence and accommodation. The Court requests an estimation of costs of the airlines and the hotels in the surroundings of the place of arbitration in order to get a realistic idea of the forthcoming expenses.

(4). Expenses of the arbitration panel

Expenses of the arbitration panel are costs for e.g. postal items, copies, rental costs for the premises of the arbitration panel and, if necessary, the salary of a clerk for the arbitration panel. Sometimes, the payment of expert costs may be necessary, but in general there is no need for that because the arbitration panel, as expert tribunal, shall prevent this situation from happening.

d. Constitution of the arbitration panel

The nomination of the arbitrators may be the most important step for the parties during the whole procedure. Pursuant to Article 3.1 (1) AR, the parties are free to choose one or three arbitrators. If the parties have not agreed upon the number of arbitrators, the Court will appoint a sole arbitrator, unless the forthcoming difficulties of the case are such as to warrant the appointment of three arbitrators. If the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may, by agreement, nominate the sole arbitrator within 30 days, otherwise he will be appointed by the Court. In case that the parties have agreed that the dispute shall be settled by three arbitrators, in general, the Court will appoint the president of the tribunal. However, the parties can agree beforehand that the two nominated arbitrators shall agree on the third. If these two nominated arbitrators can't agree on the third one, it is the Court that will decide on the third arbitrator. According to Article 3.2 AR, one of the about 173 approved arbitrators listed at the CCJA Arbitration Centre can be nominated as well as any other person.[26] Before the arbitrator can begin with his work, he shall make a declaration of independence and impartiality. In case of a doubt, the arbitrator shall disclose on his own the circumstances that may lead *de facto* or *de jure* to his impartiality, pursuant to Article 4 AR.

e. Conduct of the arbitration proceeding

Since the conduct of the arbitration is mainly set consensually between the arbitrator and the parties, this part of the procedure is only rudimentarily regulated in the CCJA rules. Only the Articles 14 et seq. are mandatory and provide that the arbitration panel has to sum-

26 The actually registered arbitrators are listed in the Decision N°116/2015/CCJA/ADM/ARB which is available online at: http://ohada.org/phocadownload/LISTE_ARBITRES_2015.pdf.

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mon the parties within 60 days after the receipt of the file in order to clarify the controversial issues of the case. The arbitration panel shall, if possible, work towards an amicable settlement; otherwise, the panel should establish the procedural timetable. This timetable shall contain the time limits for the submission of further writs as well as dates for the hearings, which should not be held later than six months after the first meeting. Pursuant to Article 15.2 AR, the arbitration panel shall record the minutes of the meeting. A copy of the minutes will be sent over to the Secretary General. According to Article 15.3 AR, the timetable recorded in the minutes can be modified by the arbitration panel, if required or on request of one party. The parties have the liberty to choose to which procedural rules, especially regarding the rules of evidence, that they want to submit. They can decide for national procedure rules as well as for model law such as the IBA Rules on the Taking of Evidence in International Arbitration. The arbitration panel shall render its award within 90 days after closing the hearings. Only the CCJA Court can extend this time limit on the arbitration panel's request, in application of Article 15.4 AR.

4. Arbitral award

Before a partial or final arbitral award can be rendered, the draft has to be submitted to the Court for approval, pursuant to Article 23 AR. In its administrative role the Court only gives a non-binding opinion for the arbitration panel. However, this opinion should be taken seriously, because if one party appeals the award, the Court does not act anymore in its administrative function but as judicial body. In general, the Court will not deviate from its earlier opinion, in particular, if the party builds its appeal upon the same aspects about which the Court voiced reservations. The award shall respect the provisions of Article 20 UAA, in regard to the form and it shall be well-founded unless otherwise specified by the parties. Pursuant to Article 24 AR, the award also includes a decision on the costs of the procedure that have been paid by the parties in advance and that will be imposed on the one or the other party or split according to their recovery or defeat.

The consequences of an incorrect participation of an arbitrator or its refuse, which are both very rare, are regulated in Articles 21 and 22 UAA. After the arbitrators' signatures, the award is sent to the Secretary General who will induce the delivery to the parties. This, hereby, ends the competence of the arbitration panel.

5. Enforcement

Since the arbitration procedure is tailored to the parties' needs, the acceptance of the award is generally high. However, when the award has to be enforced it first necessitates a declaration of enforceability that can be achieved by the so-called *exequatur* procedure. The ad-

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vantage of the CCJA arbitration is that at the end of this *exequatur* procedure, the award is enforceable in the 17 member states of the OHADA without new legal review.[27]

A request for the declaration of enforceability shall be submitted to the President of the CCJA Court, according to Article 30 AR, and can only be declined in four very exceptional cases: The award was rendered despite the missing of an arbitration agreement or despite an invalid agreement, the arbitrator did not decide according to the terms of reference conferred by the parties, the disrespect of an adversary proceeding, or the award violates public policy.

After the Court has ordered the enforceability of the award, both parties are informed in writing and the defendant of the requested enforcement can file an objection against the decision within the next 15 days, pursuant to Article 30.5 (2) AR, which leads to a new adversary proceeding regulated by the PR.

If there is no objection to the order, the Secretary General will prepare, on request, an engrossment, according to Article 31.1 AR. In the case that the party wants to enforce the award in several member states, it needs as many engrossments as there are places of execution.

Finally, according to Article 31.2 AR, in each member state in which the party wants the award to be enforced, the competent national administration authority has to append its enforcement clause. The respective national authority does not review the award legally anymore; however, the authenticity of the engrossment might be examined.[28] The enforceability procedure of the CCJA will not incur additional costs but eventually the party should expect an administration fee for the enforcement clause of the foreign national authority.

6. Interim measures

During the arbitration procedure, it may occur that a party needs interim measures in order to protect its interest of an imminent danger. Even when there is a valid arbitration agreement between the parties, they are never prevented to apply for such a measure before a national court in a well-founded and generally accepted urgent case or if the award shall be enforced in a non-member state of the OHADA, pursuant to Article 13 (4) UAA.[29]

a. Interim measures before the constitution of the arbitration panel

Before the constitution of the arbitration panel, the parties have, pursuant to Article 10.5 (3) AR, the possibility to have recourse to a national court; in Ivory Coast this is the Commercial Court in Abidjan. However, the judge of the national court faces certain restrains. According to Article 13 (4) UAA, interim measures are only admissible, if the decision of a

27 *ASSIEHUE*, note 19, pp. 29 et seq.

28 *ASSIEHUE*, note 19, pp. 29 et seq.

29 *KENFACK DOUJANI, Gaston*, Les mesures provisoires et conservatoires dans l'Arbitrage OHADA, Revue Camerounaise de l'Arbitrage N°8, Janvier-Février-Mars 2000, p. 9.

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judge from a national court does not anticipate the main proceeding. Whenever the judge comes to the conclusion that he cannot make a decision that will not anticipate the arbitration proceeding, he declines his jurisdiction. In that case the parties have only the possibility to await the constitution of the arbitration panel and then to apply again.

b. Interim measures during the arbitration proceeding

If a party needs an interim measure after the arbitration panel has been composed, a decision on the interim measure will be achieved the fastest when the arbitrator himself orders the application. Although this decision represents a simple award that regularly necessitates a declaration of enforcement, the party can apply for a so-called immediate *exequatur*, in accordance to Article 10.5 (2) AR, in which the award will be declared as enforceable without the preliminary examination of the CCJA Court.[30]

This immediate procedure is *argumentum e contrario* to Article 23.1 AR not possible in three cases; first, if the request is dealing with the competence of the arbitration panel, second, if it would thwart the parties' claims or third, if the decision would be comparable to a final award.[31] The parties also have the possibility to apply before the national court but, in general, this is not expedient, because the internal CCJA procedure can be reached faster.

7. Remedies

In Ivorian arbitration law there have to be distinguished two different kinds of remedies. There are those on which the arbitration panel decides on and those that are taken before a judicial body. Only in the second case the appeal has a devolutionary effect. The arbitration panel decides on four kinds of remedies: the correction and the interpretation of the award[32], the retrial[33] and the third-party action[34]. Since the rules on the correction and interpretation of an award are self-explanatory, this work is limited to present the remedies that are less known.

a. Annulment appeal

Article 25 (2) UAA provides that the national court is competent for the annulment appeal[35]. Pursuant to Article 25 (2) UAA, the period for application is one month after signification of the enforceable copy of the award. The application has suspensory effect, unless

30 *KENFACK DOUJANI*, note 29, p. 9.

31 *KENFACK DOUJANI*, note 29, p. 9.

32 In French, rectification et interprétation de la sentence; both regulated in Articles 26 AR and 22 (2) UAA.

33 Articles 32 AR and 25 (5) UAA.

34 Articles 33 AR and 25 (4) UAA.

35 In French, recours en annulation.

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the immediate enforcement has been ordered. The application is well-founded in six conclusively regulated cases: The award was rendered despite the missing of an arbitration agreement or despite an invalid agreement, the arbitration panel has not been properly composed, the arbitrator did not decide according to the terms of reference conferred by the parties, the disrespect of an adversary proceeding, the award violates one of the member states public policy, or the award misses a well-founded justification.

b. Challenging the validity

According to article 28 AR, challenging the validity[36] of an award is the right legal remedy when it contains the same mistakes that would also prevent the enforceability of the award. Therefore, reference is made to the explanations above under paragraph B.I.5 relating to the enforcement; the requirements are also listed in Article 30.6 AR. The period of application is two months after notification of the award, pursuant to Article 29.3 AR.

c. Retrial

According to Article 25 (5) UAA and Article 32 AR, there is the possibility of a retrial[37] after the award's notification if new evidence has come to light, which could have had an influence on the decision, and a party applies for it. Pursuant to Article 25 (5) AR, this falls within the jurisdiction of the arbitration panel. The Court appoints, if possible, in agreement with the parties a new arbitration panel if the latter cannot be reconstituted in its former composition[38].

d. Third-party action

Each natural or juristic person can apply for a third-party action[39] whenever its rights have been prejudiced. The procedure is regulated in Article 47 PR, which requires that the challenged award shall be named, the prejudiced right asserted and the reason given why the prejudiced right has not been invoked in the main proceeding, meaning the arbitration proceeding.

II. Court of Arbitration of Cote d'Ivoire (CACI)

The CACI was founded by the Ivorian Chamber of Industry and Commerce and officially inaugurated in 1997. Similar to the CCJA, the CACI was originated to establish a

36 In French, contestation en validité.
37 In French, recours en révision.
38 *ASSIEHUE*, note 19, p. 34.
39 In French, tierce opposition.

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favourable environment for national and international investments[40]. Even though mostly Ivorian firms and persons are seeking for a dispute settlement before the CACI, the centre is legally and factually equipped for international cases. The CACI settles mainly contractual disputes, but according to its statute and rules, and in contrast to the CCJA, it also is competent for extra-contractual cases.

1. Sources

For the CACI arbitration procedure the applicable rules are, besides the OHADA Treaty and the UAA, the Statute of the CACI,[41] hereinafter known as the Statute, several procedure rules of which only the Arbitration Rules,[42] hereinafter AR-CACI, and the Emergency Arbitration Rules,[43] hereinafter EAR-CACI, are relevant, and the tables of costs. Concerning the enforcement there's a new Ordinance of the Council of Ministers from 2012, which shall ensure a fast *exequatur* procedure.[44]

2. Bodies of the CACI

The managing board is composed by 31 members, who are representatives of diverse law and economy sectors and who are getting appointed by the Ivorian Chamber of Industry and Commerce according to a specific key, pursuant to Article 5.1 of the Statute. The managing board sets the general policy of the arbitration centre and is the legislative body for the CACI rules, according to Article 5.3.2.of the Statute. The board also decides on the budget plan.

The General Secretariat, however, is responsible for the administration of the arbitration proceeding. It is composed by a Secretary General and two Deputy Secretary Generals of whom one is responsible for arbitration and the other for mediation.

A peculiarity of the CACI is the existence of a Technical Committee. The tasks of this committee are comparable to those that the CCJA Court assumes during the CCJA arbitration as a controlling and administrative organ, reference is made to the explanations above under paragraph B.I.2.a. During the CACI arbitration, the judicial tasks are ensured by the national courts. Insofar, there is not only a functional but even a factual separation at the CACI between the intern controlling and administrative organ on one side and the judicial body on the other side. Pursuant to Article 6.1 of the Statute, the Committee is composed by nine personalities of the business and legal world, two members are non-permanent. Fur-

40 CACI, Statuts et Règlements, edition 2012, p. 6.

41 In French, Statut de la Cour d'Arbitrage de Côte d'Ivoire.

42 In French, Règlement d'Arbitrage de la CACI.

43 In French, Règlement de Référé Arbitral de la CACI.

44 Ordinance N°2012-158, February 9th, 2012, determining the intervention of the national judicial bodies in arbitration proceedings; in French, Ordonnance N°2012-158 du 09 février 2012 déterminant l'intervention des juridictions nationales dans la procédure d'arbitrage.

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thermore, there is an Arbitrator's and Expert's Committee that has a minor role in the arbitration proceedings and that is responsible for the imposition of sanctions against arbitrators, mediators and experts if they violate the moral codex of the CACI.

3. The procedure

Because of their common legal groundings the arbitration procedure of the CACI is very similar to the CCJA's. In order to prevent unnecessary repetitions the procedure will be presented briefly with emphasis on the peculiarities of the CACI arbitration.

a. Commencement of the procedure

The request has to be submitted with 12 or 14 copies to the General Secretariat. The day of submission marks the date of the beginning of the arbitration proceeding. According to Article 8.1 (1) AR-CACI, one copy has to be submitted for each member of the Technical Committee (9), for the General Secretariat (1), for the respondent (1) and the arbitrator or arbitrators (1 or 3). Article 4 AR-CACI provides the requirements for the formalities, which are essentially the same as for the CCJA procedure. The filing fee is 100,000 FCFA, about € 150 or US$ 160. If these conditions are satisfied, the General Secretariat signifies the request to the respondent.

The respondent has to answer, pursuant to Article 5.1 (1) AR-CACI, within ten days after the receipt of the request. However, if he does not answer, the General Secretariat commences with the preparation of the arbitration proceeding and informs continuously the respondent about the current stage of the procedure, according to Article 5.3 AR-CACI. Article 5.2 AR-CACI provides that in case of a counterclaim, the claimant also has ten days to respond.

b. The accelerated procedures

Sometimes the arbitration centre has to order an accelerated procedure. This is the case for every request with an amount in dispute beneath 10 million FCFA, about € 15,000 or US $ 16,300, if the parties do not oppose to that explicitly. In cases where the amount in dispute is over 10 million FCFA, an accelerated procedure can only be held, if the parties agreed explicitly on that. According to article 23.2 AR-CACI, the procedure is similar to the common procedure, however the acceleration is ensured through different measures. For example, instead of three arbitrators only one is nominated by the parties and the parties can only submit one writ. The arbitrator can decide by a special procedure where the claimant relies entirely on documentary evidence. In case that this special procedure is not adopted only two hearings will be held. The award has to be rendered within three months after the transmission of the file to the arbitrator.

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Article 36 AR-CACI provides another kind of accelerated procedure, which is the inter-company compensation procedure. It permits companies, which maintain continuous business relations and which have mostly uncontested claims against each other, a fast settlement of their dispute. Instead of producing two executory titles that could be both enforced, the claims are set off. The award has to be rendered within a month.

c. The preliminary examination

In general, there is no preliminary examination[45] of the arbitration agreement in the CACI procedure. Pursuant to Article 9 AR-CACI, the arbitration panel has the exclusive competence to decide on the validity of the agreement and its own competence. An exception is made in situations where the parties agreed on provisions that differ from the AR-CACI. In that case, it is the Technical Committee's decision to state, whether the parties agreed on provisions that may differ in a substantial manner from the protection level that is provided by the CACI procedure. If the Committee comes to that conclusion, the arbitration request is declined, according to Article 7.3 AR-CACI. In contrast to the CCJA rules, the aim of the CACI examination is only limited to the proper application of the CACI rules, according to Article 6.3 of the Statute. The CCJA rules however, provide a summary examination about the arbitration panel's competence with the aim to prevent further costs in case that the competence is negated by the Court.

d. Constitution and conduct of an arbitration proceeding

Besides the time limits for the selection and nomination of the arbitrators, which are ten days, the constitution of the arbitration panel shows no particularities. Currently, there are 68 arbitrators listed at the CACI. The approval or denial of the arbitrators is decided by the Technical Committee. The General Secretariat transmits the file to the arbitration panel as soon as it has been constituted and the costs of the entire procedure have been paid by each party in advance.

According to Article 32.1c (3) and in agreement with parties the Technical Committee can fix higher or lower arbitrator's fees as provided by the cost tables. If one party does not pay the costs, the other can pay the amount entirely in advance in order to pursue the proceeding, according to Article 32.3a AR-CACI. Otherwise the proceeding is suspended and removed of the proceeding registry after three months.

After the payments have been effectuated properly, the first meeting of the arbitration panel and the parties takes place in which the case management and the proceeding are established in the minutes. During the whole proceeding all the notifications are managed by the CACI and any evidence has to be submitted to the General Secretariat, according to article 20 (3) AR-CACI. The hearings shall take place within five months and the award shall

45 The so-called *prima facie* examination.

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be rendered within six months after the file has been transmitted to the arbitration panel, according to Articles 16 (9) and 25 (2) AR-CACI.

The draft of the award is conveyed to the Technical Committee on which its members deliver an opinion. The Committee fixes finally the costs of the proceeding, which are included into the arbitral award, pursuant to Article 28 (4) AR-CACI. The arbitration panel can decide to split them proportionally between the parties according to their recovery or defeat. Article 30 (1) AR-CACI provides that the signification of the award is induced by the General Secretariat when the costs have been deposited entirely.

4. Enforcement

Similar to the CCJA procedure, enforcement is only possible after a declaration of enforceability of a national court. Article 2 of the Ordinance N°2012-158, hereinafter known as Ordinance, provides that the President of the Commercial Court in Abidjan is competent for the declaration. According to Article 5 of the Ordinance, the parties apply to this *exequatur* procedure by submitting a request to the Clerk in Chief of the Commercial Court in Abidjan. The original of the award and the arbitration agreement have to be hand over together with the request. It is possible to produce copies if the authenticity can be proved in another way (e.g. by a certified copy). The Clerk in Chief will record the minutes of the request, which are disclosed immediately to the President of the Commercial Court with the award and the arbitration agreement. A copy of the minutes is handed over to the applying party. Pursuant to Article 6 of the Ordinance, the President shall decide on the request within eight days after receipt of the minutes. If the application is declined, the President shall give a well-founded justification which explains why the award violates the public policy of one of the member states.

Article 7 of the Ordinance provides the presumption that the declaration of enforceability has been ordered if the President has not answered to the request within the time limit of eight days. After this time limit, the party submits a new request to the Clerk in Chief and he will, finally, append the enforcement clause on the copy, according to Article 8 of the Ordinance.

5. Interim measures

The CACI also provides the possibility to have recourse to interim measures according to Article 19 AR-CACI. Reference is made to the explanations above under paragraph B.I.6. In comparison the CCJA procedure, it is a peculiarity of the CACI procedure that the parties can get a decision on interim measures of an arbitrator before the arbitration panel has been composed yet. The emergency arbitrator is nominated according to Article 5 EAR-CACI, to which Article 19 (1) AR refers to. The proceeding is similar to the common proceeding, except that there is no exchange of writs between the parties. The General Secretariat proposes an arbitrator within 24 hours. The choice has to be approved by the Techni-

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cal Committee and the parties. In the case that anyone does not approve, the president of the Committee or one of the vice-presidents unilaterally and definitely decides on the nomination of the arbitrator, pursuant to Article 5.2 EAR-CACI. The award deciding on the interim measure has always to be declared enforceable by a national court, in this case the Commercial Court of Abidjan. Therefore, particularly urgent questions are taken in general directly to the Commercial Court.

6. Remedies

The CACI rules do not provide any special remedies against the award. Similar to the CCJA procedure, there are the remedies on which the arbitration panel decides on and there are the remedies that are brought before the Commercial Court. The remedy for correction and interpretation of the award is regulated in Article 34 AR-CACI. Articles 25 to 29 UAA provide remedies such as an annulment appeal, a retrial or a third-party action. Reference is made to the explanations above under paragraph B.I.7.

C. Advantages and disadvantages of arbitration and national courts proceedings

The nature of arbitration is to provide an alternative dispute solution and, therefore, it usually gets compared to national court proceedings. The well-known arguments such as the free choice of at least one arbitrator, the choice of the place, the language and the applicable law, or the confidentiality of the proceeding have always had an immense importance. However, the question is, which particular aspects are relevant in Ivorian arbitration law after the last judicial reform and which dispute solution should a foreign lawyer recommend to his clients?

I. Duration of the proceedings

One of the biggest advantages of arbitration proceedings is that even cases with significant amounts in dispute can be settled quite fast. It is the same for cases in very special legal fields such as oil and gas law.

A normal proceeding at the CCJA, without any legal remedies though, cannot exceed one and a half years, even when every party exhausts all maximum time limits. The average duration is about one year. However, the CACI procedure is significantly shorter. A proceeding could reach a maximum duration of about nine months, but in general a proceeding will not exceed six months. Of course, a short proceeding duration is always positive for the parties, but it also has to be considered that in complex issues the time limits of the CACI are set quite tightly. A ten day time limit for the answer to the arbitration request could affect its legal quality.

In comparison to that, the aspect of the proceeding's duration has to be put in perspective since the judicial reform of the national court's proceedings in 2012. For the first time a

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commercial court has been established in the capital of Ivory Coast. The legal time limit until the pronouncement of a judgment is three months. The President can accord a prolongation of one month.[46] The average duration is even shorter than an arbitration proceeding, because in general it is only 60 days until the pronouncement. However, there is a flaw to this presentation. Sometimes, it can take up to one year between the pronouncement of the judgement and the moment when the enforceable copy is handed over to the parties. The reason is that in the moment of the pronouncement, the judgement has not been entirely written yet, what will happen later. Thanks to the courageous realization of the reform, meanwhile 70-80 % of the economic and commercial disputes of Ivory Coast are settled by this commercial court which is composed by 13 judges. Together, they pass about 4000 judgements a year. However, the Court's President estimates that the Court would need twice as many qualified judges in order to be able to finally respect the legal time limit of three months. The Court also has exhausted the capacity of its premises, for which reason there are plans to establish soon a second seat in San Pedro.

II. Procedure costs

With the help of two calculation examples the concrete costs of arbitration and the national court's proceeding shall be presented.

46 Article 26 (3) and (4) of the organic law n°2014-424, July 14th, 2014 on creation and function of commercial jurisdictions; in French, Loi organique n°2014-424 du 14 juillet 2014 portant création, organisation et fonctionnement des juridictions du commerce.

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Amount in dispute : 25 million FCFA (about € 38,000 or US$ 40,780)			
	Filing fees	**Administrative costs**	**Arbitrator's fees**
CCJA	200,000 FCFA (about € 300 or US$ 330)	500,000 FCFA (about € 760 or US$ 815)	Sole arbitrator : 500,000 – 2,500,000 FCFA (about € 760 – 3800 or US$ 815 – 4,078) Three arbitrators : 1,500,000 – 7,500,000 FCFA (about € 2,290 – 11,400 or US$ 2,447 – 12,235)
CACI	100.000 FCFA (about € 150 or US$ 160)	300.000 – 450.000 FCFA (about € 460 – 690 or US$ 489 – 734)	Sole arbitrator : 1,500,000 FCA (about € 2,290 or US$ 2,447) Three arbitrators : 3,000,000 FCFA (about € 4,670 or US$ 4,894)
Commercial Court	18.000 FCFA (about € 27,40 or US$ 29,40)	Stamps: 7,500 FCFA (about € 11.40 or US$ 12.20) Fee for pages: 7,500 FCFA (about € 11.40 or US$ 12.20) Instance fee: 4,000 FCFA (about € 6 or US$ 6.50) Clerk expenses: 20,000 FCFA (about € 30 or US$ 32.60) Expert fees: 0 FCFA Signification fees: 31,500 FCFA (about € 48 or US$ 51.40) Pre-hearing: 0 FCFA Judgement fee: 640,000 FCFA (about € 975 or US$ 1044) **Total costs: 679,000 FCFA (about € 1035 or US$ 1107)**	

Amount in dispute : 3 billion FCFA (about € 4,5 million or US$ 4,9 million)			
	Filing fees	**Administrative costs**	**Arbitrator's fees**
CCJA	200,000 FCFA (about € 300 or US$ 330)	8,750,000 FCFA (about € 13,300 or US$ 14,274)	Sole arbitrator : 9,750,000 – 33,500,000 FCFA (about € 15,860 – 51,000 or US$ 15,905 – 54,649) Three arbitrators : 29,250,000 – 100,500,000 FCFA (about € 44,600 – 153,200 or US$ 47,716 – 163,948)
CACI	100.000 FCFA (about € 150 or US$ 160)	5.000.000 FCFA (about € 7,600 or US $ 8,157)	Sole arbitrator : 6,000,000 FCFA (about € 9,140 or US$ 9,788) Three arbitrators : 9,000,000 FCFA (about € 13,700 or US$ 14,682)
Commercial Court	18.000 FCFA (about € 27,40 or US$ 29,40)	Stamps: 6,000 FCFA (about € 9 or US$ 9.80) Fee for pages: 6,000 FCFA (about € 9 or US$ 9.80 Instance fee: 4,000 FCFA (about € 6 or US$ 6.50) Clerk expenses: 20,000 FCFA (about € 30 or US$ 32.60) Expert fees: 26,000 FCFA (about € 40 or US$ 42.40) Signification fees: 30,000 FCFA (about € 46 or US$ 48.90) Pre-hearing: 15,000 FCFA (about € 23 or US$ 24.50) Judgement fee: 75,015,000 FCFA (about € 114,350 or US$ 122,373) **Total costs: 75,092,000 FCFA (about € 114,470 or US$ 122,499)**	

The comparison of the two arbitration proceedings shows that for an amount in dispute of 25 million FCFA, about € 38,000 or US$ 40,780, the costs are not too far apart, but generally the CACI procedure will turn out cheaper. For an amount in dispute of 3 billion FCFA, about € 4.5 million or US$ 4.9 million, the costs are significantly lower at the CACI than at the CCJA, what is due to the earlier cap on expenses. The inevitably conclusion of this is that proceedings of that size do not belong to the regular day-to-day business of the CACI which leads to the presumption that the centre is perhaps not equipped for that. These ap-

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pearances are deceiving. The decision which arbitration centre fits better to the parties needs should be made by lawyers on a case-by-case basis. If the parties are multinational companies, that want to enforce an award in different OHADA member states, the CCJA should be the right arbitration centre despite the higher costs. However, if it is clear from the beginning that enforcement will only take place in Ivory Coast, it could be more advisable for the client to choose a CACI proceeding in order to reduce the costs. According to the author's impressions the CACI is not less professional than the CCJA. The CACI could provide the right framework for the settlement of international disputes of small and medium-sized companies.

The costs of a proceeding before the Commercial Court are less predictable and can vary a lot from one case to another. The costs stated above have been calculated exemplarily by the Clerk in Chief for a common procedure and should give in this context only an idea of the dimensions. It can be stated that particularly for smaller amounts in dispute, e.g. less than 25 million FCFA, the proceeding before the Commercial Court is the cheapest as long as there are no legal remedies. But the higher the amount in dispute, the more economically unviable a national court proceeding is.

III. Enforcement and interim measures

The national courts proceedings have the big advantage that their decisions do not need a declaration of enforceability. However, one of the most important aspects for the CCJA arbitration is that after obtaining the declaration of enforceability, the award can be enforced in 17 member states without a new legal review. Especially in transnational projects neither the CACI nor the Commercial Court can compete this. Also, the declaration can be obtained quite easily. Once the award passed the Court's approval it will, in general, also pass the President's examination in regard to the enforceability declaration. This is effectuated very fast due to the internal processing. From this point of view the CACI is left behind, because it is the Commercial Court of Abidjan as an external body that has to examine and declare the award as enforceable. However, with the new Ordinance N°2012-158 the declaration has to be given within eight days, so that this aspect has lost a lot of its former importance.

IV. Remedies

In regard to legal remedies the arbitration centres as well as the Commercial Court have their problems. The difference between the arbitration and national court proceedings is that in favour of a fast dispute settlement the arbitration proceedings do not go through an appeal trial in general; reference is made to the exceptions cited above in paragraph B.I.7 and B.II.6.

The CCJA rules provide one legal remedy more than the CACI: the challenge of validity, regulated in Article 29 AR. However, the conditions are the same than those that will be

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examined before a declaration of enforceability, so that the examination is only preponed in comparison to the CACI procedure.

One aspect, which has often been criticized by western investors, is that the CCJA Court, which had given a non-binding opinion on the award in its administrative role before, will decide later on legal remedies as judicial body. According to this critic a true control of the award by another judicial entity would not exist. At the CACI, however, the internal control is effectuated by the Technical Committee, whilst the legal remedy is examined by the Commercial Court. Though, depending on the point of view or the concrete role of one party in the proceeding, the solution of one arbitration centre or the other can be more advantageous for one party. Therefore, it could be argued in the CCJA's favour, that with a non-binding opinion the parties have at least a very early statement of what they can expect when they decide to appeal.

However, if the parties decided to settle their disputes before national courts and the issue in first instance falls within the jurisdiction of the Commercial Court, the recourse to legal remedies will lead in general to the jurisdiction of the Court of Appeal in Abidjan. The judicial reform has not led to any mentionable improvements for the appeal procedure and the Appeal Court has a bad reputation to be extremely cumbersome, non-transparent and highly corrupt. This is one of the most important reasons why foreign companies back off from national court proceedings. The parties are not served well with an improved first instance proceeding if they either get overruled in second instance because of a corrupted judge or they have to wait for a decision more than two years. However, the government called a halt: It is only possible to appeal a commercial court's judgement if the amount in disputes exceeds 1 billion FCFA, about € 1.5 million or US$ 1.6 million. In the awareness that the waiver of a second instance is not a desirable permanent state, there already is a concrete plan to establish an own court of appeal for the Commercial Court.

V. The preliminary examination

As mentioned before, there is a preliminary examination[47] of the arbitration panel's competence in the CCJA procedure when on first impression there is no valid arbitration agreement. This is not the case at the CACI, because according to Article 9 AR-CACI it is only the arbitration panel that is allowed to state on its own competence. The advantage of the CCJA procedure is that, if there is an evident invalid agreement, the costs of the arbitration proceedings have not to be paid in advance. The procedure does not even get to the stage of payment and prevents unnecessary costs.

47 The so-called *prima facie* examination.

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VI. Transparency and corruption problems

Especially in business relations with companies in African states the parties generally prefer to set their disputes by arbitration because the western business partners often have stirred up doubts about the rule of law and the transparency of the national courts.

One of the big advantages of the arbitration proceedings is that corruption issues can be nearly excluded because the parties are taking part in the arbitration panel's composition and because the reputation of an arbitrator is determining if he is going to be nominated again in the future.

On request the CACI disclosed the statistics of the last years without hesitation. In the year 2012 there were seven arbitration requests, in 2013 fourteen, in 2014 eighteen and in the first trimester of 2015 seven yet. After the civil war of 2010/2011 there can be registered a positive development and the trust of the companies seems to increase slowly but continuously. At the CCJA the statistics from 1999 until 2013 were disclosed. During the years 1999 until 2006 only one to three requests were made. The numbers increased with some exceptions continuously each year, to nine requests in 2012 and fifteen in 2013. The immediate increase after the end of the civil war gives hope that the numbers will rise progressively in the next years.

However, despite the corruption problems that national courts had and have to face, the efforts of the Commercial Court have to be emphasized here. Finally, they try to benefit from the advantage of the national court's proceeding publicity. Any legal texts, statistics and judgement are now available publicly, what certainly was no rule in Ivory Coast so far. A new database with keyword search that has not existed in Ivory Coast before is being developed now. Beyond that, a new section on the court's homepage called "Etribcom" manages the commercial register, the register about the personal and collateral securities as well as the register about the leasing contracts. The parties of a dispute even have the possibility to inform themselves about the status of their dispute online at any time. These new possibilities are increasingly accepted and lead – as the statistics can prove – to a greater satisfaction of the economic players.[48] Today even the filing of claims and parts of the proceedings could be handled by this program but for the moment the legal grounding has not been set yet.

Today, corruption issues are discussed openly at the Commercial Court and for the first time there has been established a disciplinary procedure for faulty behaviour. The vice-president of the court is in charge of the corruption matters and secretary general of the NGO Transparency Justice founded in 2003 whose members are mainly judges, lawyers, notaries, clerks and marshals. This organization and many other efforts in the judicial environment are an expression of a new stream in Ivory Coast. Many people are tired of their legal sys-

48 Since last year there can be registered an increase of one third in regard to the most common proceedings and over one fourth of the pronounced judgments. The statistics are available online at: http://www.tribunalcommerceabidjan.org/stats.php.

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tem's bad reputation. They are ready to stop supporting the formerly accepted injustices and ready to begin fighting back more proactively.

VII. Perspectives for the future

Besides a practical introduction to the Ivorian arbitration law this work shall provide a comparison of the arbitration procedures as well as an evaluation of the actual situation in the jurisdictional system of commercial and civil law in Ivory Coast. Even if arbitration centres and national proceedings – regardless of the quality of the national courts proceedings – should be always seen as complementary, in reality the arbitration centres have acted for a long time as a replacement for the national courts regarding to international investors and companies. With the establishment of the Commercial Court and the on-going efforts to further the development and the improvement of the national proceedings, the latter will certainly take back their original place in the next five or ten years, perhaps also in international cases. Which consequences does this have for foreign lawyers? With the help of this work it should be pointed out that there are different kinds of dispute solutions and that a qualified legal advice is defined by finding the solution that is the cheapest and that fits the client the best. The arbitration centres as well as the Commercial Court have a great interest to provide an impeccable work, because the trust of the companies in the legal systems and in the alternative dispute solutions goes with an on-going economic upswing of Ivory Coast. The interviewed persons were enthusiastic about the idea of this paper, ready to help and invite anyone to get in contact with the persons in charge if any questions or insecurities occur, in order to find solutions in the spirit of a successful economic advancement of Ivory Coast and its business partners.

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