



Online Arbitration in the BRICS Countries: A Comparative Analysis

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Abstract

The enlargement of the BRICS group to six new member states within the last 2 years has consolidated its role as a central actor in global governance. Recent declarations have emphasized digital trade and e-commerce as priority areas for cooperation, but the growth of intra-BRICS transactions inevitably exposes the need for reliable dispute resolution mechanisms. Online arbitration stands out as a strategic option, offering efficiency, accessibility, and cross-border enforceability.

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Yet, the heterogeneity that characterizes the group in terms of legal and linguistic frameworks, judicial attitudes, and technological infrastructure may create some obstacles to the full realization of its potential. For this reason, this chapter aims at exploring online arbitration in the BRICS both collectively and individually. It identifies general legal and institutional challenges ranging from the formation and validity of online agreements to the enforcement of e-awards and consumer protection and assesses how these play out in different national contexts. The chapter concludes by suggesting policy options for harmonization, including recourse to UNCITRAL instruments and the possibility of a BRICS-specific protocol, positioning the bloc as a potential model for digital dispute resolution in the Global South.

Keywords

BRICS · Online arbitration · E-commerce · ODR · International arbitration · Digital trade · Legal language · Cross-border communication

Introduction

The BRICS acronym, originally denoting a group of States made of Brazil, Russia, India, China and, since 2011, South Africa, is now used more broadly to refer to its expanded configuration, which includes six more member countries: Saudi Arabia, Egypt, the United Arab Emirates, Iran, Ethiopia, and Indonesia, for a total of 11 members. Thanks to said enlargements, the BRICS turned into a truly global actor, spanning diverse continents, languages, cultures, political systems, and legal traditions, ranging from civil law to common law, mixed jurisdictions, and Sharia-based systems. This underscores the group's potential to shape alternative models of governance in trade, finance, and even dispute resolution.

Online arbitration, as part of the broader family of Online Dispute Resolution (ODR) mechanisms, by combining the flexibility of arbitration with the efficiency of digital technologies, presents itself as an appealing instrument worthy of BRICS collaboration. The attraction of such a mechanism for the BRICS is evident: it reduces costs, accelerates proceedings, and provides accessibility even in jurisdictions with limited institutional infrastructure. Yet, the promise remains fragile. As scholars have argued, online arbitration continues to face some troubles that take on new urgency in the BRICS setting, where different legal traditions, linguistic environments, and levels of digital readiness collide.

In fact, in this context, the role of legal language and communication becomes particularly significant. The BRICS countries are indeed characterized by an extraordinary degree of linguistic diversity, encompassing dozens of official and widely spoken languages, which inevitably translates into differences in legal terminology, procedural concepts, and interpretative practices. Such diversity may complicate cross-border dispute resolution, especially in digital environments where communication is mediated through technological interfaces. Increasingly, technological tools

including artificial intelligence and, more recently, large language models (LLMs) are being deployed to bridge these gaps by enabling translation, standardization, and semantic interoperability, thereby facilitating communication across diverse legal cultures (Sheehan et al. 2025). However, their use still raises important questions. Indeed, as it will be observed in the paragraph dedicated to South Africa, emerging experiences in multilingual jurisdictions suggest that even where AI-driven tools may help reduce linguistic barriers in online proceedings (Łągiewska 2025, 14–15; 64–65) being trained predominantly on English-language data, their effectiveness remains uneven, especially for low-resource languages, thus posing the risk of reproducing existing inequalities in digital form (Bender et al. 2021, 615–618).

The analysis developed in this chapter shows that online arbitration could become a cornerstone of intra-BRICS integration but only if these structural and communicative challenges are addressed through comparative learning tools and institutional innovation.

Because of space limitations, this study cannot provide a comprehensive and exhaustive analysis of online (and, on some aspects, off-line) arbitration in all the 11 member states of BRICS. Instead, each national profile is presented in compressed form, focused on a few key vectors. This comparative, point-by-point approach deliberately privileges clarity and cross-jurisdictional comparability over doctrinal depth; its purpose is to surface each country's distinctive identity and the policy-relevant divergences that matter for intra-BRICS online arbitration. Readers seeking a full, granular treatment of a single jurisdiction will find in-text references and targeted bibliographic leads at the end of the chapter.

The present work begins by introducing the BRICS as a group, giving some historical background concerning its objectives and formation. The chapter proceeds outlining the benefits of online arbitration for cross-border e-commerce among the BRICS countries and examining the main legal and technical obstacles posed by online arbitration as identified in the literature, including issues of consent, due process, recognition of e-signatures, enforcement under the New York Convention, and consumer protection. It then analyzes these challenges in each BRICS country, ultimately highlighting divergences and possible areas of convergence in the comparative remarks. The chapter concludes by suggesting policy options for harmonization, including the adoption of UNCITRAL instruments and the development of a BRICS-specific framework for online arbitration, while reflecting more broadly on the role of diversity, language, and technology in shaping future models of global dispute resolution.

BRICS: Expansions, Digitalization, and the Emerging Role of Online Arbitration

BRICS made its first official appearance in the global scene in 2009, when the leaders of its founding member countries (Brazil, Russia, India, and China) held their first Summit in Yekaterinburg (Russia). From that moment on, they met once a year,

alternating in hosting the Summits and in shaping the related agendas, guided by a “win-win” logic: a spirit of mutual benefit, respect, and understanding.

Joined by South Africa in 2011, the BRICS has recently undergone two more significant expansions. The 2023 enlargement included Saudi Arabia, Egypt, the United Arab Emirates, Iran, and Ethiopia (Johannesburg Declaration 2023, point 91) although Saudi Arabia’s membership remains somewhat ambiguous due to its cautious geopolitical positioning and ongoing balancing between BRICS and Western partners (Stuenkel and Treadwell 2024). A further expansion took place in 2025, when Indonesia was officially welcomed to the group at the Rio de Janeiro Summit (Rio de Janeiro Declaration 2025, point 3).

Overall, the said expansions have broadened the group’s geographic, economic, and legal diversity. Today, the BRICS encompass an exceptionally vast portion of the world’s territory, abundant in natural and mineral resources. They represent over 45% of the global population and almost 40% of global GDP (World Economics 2025) and now account for 41% of global oil production (Richter 2024).

Over the past 16 years, the regular meetings of their leaders and the sustained exchange of knowledge, best practices, and know-how at both the official level (Summit and interministerial meetings) and at the unofficial one (think-thanks, networks, and forums) have transformed the BRICS into a multifaceted and multi-layered platform of cooperation. It is worth mentioning here that BRICS never turned into a proper international organization. In fact, the group has never adopted a constitutive treaty, nor it has a permanent secretariat, official headquarters or a dedicated budget to finance its activities (Bono 2023, 473). It has traditionally preferred a looser and flexible cooperation model, in the form of a “dialogue and cooperation platform” (Neuwirth 2019, 16), which better resonates with the profound legal, cultural, and linguistic diversity of its members. As it has been observed, such diversity is not necessarily an obstacle but a constitutive feature of the group (Neuwirth 2017, 15), which can become as asset in shaping both its modes of interaction and its potential contribution to global governance.

The areas of cooperation among BRICS have been growing in time and encompass now trade and investment, international security, energy, agriculture, sustainable development, education, and science, to name a few. Within this evolving framework, cooperation in the digital domain has progressively gained prominence. Indeed, the BRICS countries began addressing e-commerce and digital trade as early as 2014, when these themes were first reflected in the Joint Communiqué and the Fortaleza Declaration adopted at the 4th Meeting of the BRICS Trade Ministers. Subsequent initiatives, such as the 2015 Framework for BRICS E-Commerce Cooperation, the 2017 E-Commerce Cooperation Initiative, and the establishment of a dedicated Working Group, followed by further frameworks in 2018 and 2019, have progressively consolidated a structured and institutionalized approach to digital cooperation, emphasizing inclusion, interoperability, and trust-building among national digital ecosystems.

This study moves from recent declarations of the BRICS leaders which have particularly emphasized the importance of technology, innovation, and connectivity

as engines of sustainable growth (Johannesburg II Declaration 2023). The latest 2025 Rio de Janeiro Declaration at point 16 captures this evolution:

We [the BRICS] emphasize that e-commerce has become an important driver of global economic growth, fostering international trade in goods and services, ensuring foreign investment flows and facilitating innovation. We are resolved to further increase trust in e-commerce and ensure full-fledged protection of the rights of e-commerce parties, by intensifying cooperation in the realms of utilizing digital technologies for consumer rights protection, exploring online dispute resolution tools and creating enabling environment for businesses to enter global markets, exchanging views on the issue of small value product trade through the cross-border e-commerce.

The explicit recognition of e-commerce as a driver of global trade, coupled with the pledge to explore ODR mechanisms, places the digital economy firmly at the heart of the current BRICS cooperative agenda. This emphasis reflects both an opportunity and a challenge: while digital trade offers a path toward deeper integration across vast geographical and developmental divides, it also demands coordination among countries with distinct regulatory frameworks, legal systems, and uneven technological capacities.

To address these disparities, the BRICS have increasingly sought to leverage their collective strengths through joint ventures and policy coordination. Initiatives such as the “BRICS Institute of Future Networks” foster cooperation on artificial intelligence (AI), 5G, and the Internet of Things, while knowledge-sharing mechanisms enhance digital resilience through the exchange of best practices in cybersecurity, e-governance, and infrastructure management. At the policy level, greater regulatory alignment in areas such as data protection, intellectual property, and digital trade are intended to enhance the bloc’s global competitiveness. Along these lines, the BRICS have recently concluded the “BRICS Data Economy Governance Understanding” a roadmap to leverage the data economy across BRICS in order to promote safe access to technology, safeguard individual and national interests, promote the digitalization of industry and services, and the expansion of intra-BRICS trade (Rio de Janeiro Declaration 2025, point 66).

Collectively, these developments illustrate a gradual but decisive shift from viewing e-commerce as a trade facilitation tool to positioning it as a pillar of the expanded BRICS’ cooperation. As the volume of digital transactions increases, so too does the potential for commercial disputes. Consequently, the establishment of reliable and accessible dispute resolution mechanisms is not merely desirable but essential.

Within the BRICS framework, the idea of developing a shared system of dispute resolution long predates the bloc’s digital turn. The BRICS Legal Forum, which was created in 2014 with the aim of promoting legal cooperation and integration among the group’s member countries, had already identified this need in 2015, leading to the establishment of the Shanghai Centre for BRICS Dispute Resolution, primarily designed to provide arbitration services for intra-BRICS disputes, reflecting a widespread understanding that even in BRICS, arbitration is the mostly used instrument for the resolution of commercial disputes (Mancuso and Bussani 2022, 360).

The Legal Forum went further emphasizing the need for a “fair and efficient dispute resolution mechanism with BRICS characteristics” (Legal Forum Shanghai Declaration 2015, point 8) capable of supporting cross-border transactions while respecting each member’s legal diversity. Nevertheless, as commerce and financial exchanges increasingly move online, according to the BRICS’ objectives of promoting and enhancing digital commerce, so too must the mechanisms that address the disputes that might generate.

In fact, traditional litigation remains expensive, time-consuming, and often impractical for resolving e-commerce disputes. In response to these challenges, ODR has emerged as the most viable alternative, leveraging technology to provide efficient and accessible mechanisms for dispute resolution. In its most essential definition, ODR constitutes a technology-driven extension of Alternative Dispute Resolution (ADR) mechanisms, relying predominantly on internet-based communication tools to enable the expeditious and cost-effective settlement of disputes facilitating, in principle, equitable access to justice in the digital environment (Katsh and Rabinovich-Einy 2017, 45).

Among various means that ODR offers (e.g., assisted negotiation or mediation), online arbitration certainly has the potential to become the cornerstone of the ODR framework envisioned by the BRICS leaders, especially considering that a basis for cooperation on arbitration, albeit in its “physical” dimension, already exists. Even more so, an online arbitration platform could be used to address disputes that arise both online and offline, thus complementing the efforts of the BRICS Centers of Dispute Resolution.

Unfortunately, all that glitters is not gold. As will be discussed in the following paragraph, many are the advantages promised by online arbitration, but just as many are the challenges that such a means of dispute resolution brings with it.

Promises and Obstacles of Online Arbitration for BRICS

The term “online arbitration” generally refers to the resolution of disputes through arbitral procedures conducted wholly or partly via digital or internet-based platforms (Muhammad and Bakhramova 2022, 3; Badiei 2015, 93). In fully online arbitration, the entire procedure is conducted through digital means such as email, video conferencing, and web-based communication platforms. In contrast, partially online arbitration combines these electronic tools with traditional offline elements, including in-person hearings and the use of fax or postal mail for submitting evidence, facilitating communication among arbitrators, and deliberating the award (Badiei 2015, 93–94). Technology might also relate to the use of AI in arbitration proceedings, as in the form of AI arbitrators or data mining; however, this kind of interaction does not fall within the scope of the present chapter as it entails complex issues (starting from the very definition of AI) also of an ethical kind, which go beyond the purposes of the present analysis.

Online arbitration promises several advantages that align closely with the objectives of BRICS economic cooperation. Among these are efficiency, accessibility, and

cost-effectiveness. As Badiei observes, online arbitration compresses the traditional constraints of time, cost, and geography, offering a mechanism that is not only faster but also more inclusive (Badiei 2015, 110). For small and medium enterprises (SMEs)—the backbone of intra-BRICS trade—the possibility of resolving disputes without incurring the prohibitive costs of travel and physical hearings can be decisive. Moreover, digital platforms enable proceedings to be conducted more swiftly, thereby ensuring that commercial relationships are not paralyzed by prolonged litigation (Kaufmann-Kohler and Schultz 2004, 197). Among the features of online arbitration capable of reducing its costs are also the possibility to file a case online and collect e-evidence (Łagiewska 2024, 853). The use of e-discovery tools can be beneficial to efficiently manage large volumes of documents and data. Thanks to this tool, it would be much easier to properly identify relevant evidence and streamline the entire arbitration process (Łagiewska 2024, 855).

Another major advantage of online arbitration lies in enforceability. Online arbitration agreements and arbitration awards, provided they meet the requirements of consent, due process, and form, may benefit from the favorable system settled in the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (also known as the “New York Convention”), to which all the BRICS members have adhered to, albeit in some cases with reciprocity and/or commercial reservations. It is worth recalling that China, Russia, India, Iran, Ethiopia, Indonesia, and Saudi Arabia adhered to the Convention with commercial and/or reciprocity reservations. Authentic obstacles to recognition have arisen in relation to the Indian reciprocity reservation, as the Indian internal mechanism for the recognition and enforcement of Convention awards requires a sort of double recognition through the Indian Gazette acknowledging that the State where the award was rendered is in fact a reciprocating State. Such a mechanism seems extremely cumbersome and not at all ideal. This is confirmed by the fact that only a few countries have been officially recognized in India as reciprocating States, and the big absentees from such a reciprocating list of States are Brazil and South Africa. This makes recognition and enforcement of awards rendered in such territories much more complex and uncertain in India, which is precisely what the New York Convention seeks to avoid and what a BRICS cooperation in arbitration must attempt to solve out. Nonetheless, international enforceability gives online arbitration a significant comparative edge over other forms of ODR such as mediation, which often lack binding force (Amro 2019, 120; Chen and Wang 2022, 228).

Online arbitration, just as its offline counterpart, also offers flexibility and adaptability. In contrast to state court litigation, arbitral procedures can be customized to accommodate cultural diversity, linguistic preferences, and local business practices, which configures as an important feature in a multilingual and multicultural bloc that also spans from different legal systems. Furthermore, the possibility of adopting asynchronous or hybrid hearings allows for more flexible participation, especially when parties are separated by time zones or connectivity limitations (Łagiewska 2024, 852). The development of digital arbitral platforms may thus serve the BRICS’ broader ambition to establish an independent, culturally sensitive,

and technologically advanced dispute resolution system along the BRICS legal forum lines.

Overall, the picture emerging from the development of online arbitration is largely positive. However, as mentioned, the appealing promises of online arbitration should be approached with caution, as each advantage it offers comes with its own set of challenges. Within the extremely diversified and heterogeneous legal framework of BRICS, the challenges are even more pronounced, as the very issues that make online arbitration attractive might also expose fault lines in national legal frameworks.

Concerns surrounding e-arbitration generally fall into two main categories: technical and legal (Karnad and Kanchan 2020, 145). From a legal standpoint, one of the first hurdles of online arbitration concerns the formation and validity of online arbitration agreements. Arbitration is consensual by nature, and its legitimacy depends on the clear consent of the parties. Yet, doubts remain about whether electronic agreements concluded, for instance, through e-signatures, click-wrap contracts, or even smart contracts meet the requirements of validity under domestic arbitration laws (Britt 2025, 118). Although the UNCITRAL's Model Law on Electronic Commerce (1996) and the Model Law on Electronic Signatures (2001) encourage recognition of electronic consent, their domestic implementation remains uneven. Indeed, national courts have not always interpreted these instruments consistently. In some jurisdictions, formal requirements such as a "written" agreement or a "wet ink" signature still complicate recognition of online arbitration clauses (Amro 2019, 43).

Another major legal barrier, closely related to the first one, regards the validity of arbitration agreements in the specific and delicate domain of consumer contracts. While online arbitration has obvious appeal for B2B disputes, its use in B2C contexts is highly debated. Many jurisdictions, in fact, prohibit or strictly regulate pre-dispute arbitration clauses in consumer contracts (usually when included in standardized contracts or adhesion contracts) for two main reasons: first of all, they are difficult to detect, putting at stake the consent requirement pivotal for an arbitration agreement to be considered valid; second of all, they deprive consumers of access to courts and rely on unequal bargaining power. Indeed, once the consumers click the "I agree" button, the contract is formed without any position for them to negotiate or argue with the arbitration clause. For these reasons, many national laws offer consumers protection, for example, by establishing exclusive jurisdiction to the court in the country of the consumer's domicile. The European Union, for example, has taken a restrictive stance toward binding consumer arbitration (see, e.g., *Mostaza Claro v. Centro Móvil*, 2006). Thus, while e-commerce is often consumer-driven, online arbitration may find its scope limited by mandatory laws that prioritize consumer rights over efficiency. Under such circumstances, the arbitration agreement may be deemed to be unconscionable or unfair and, consequently null, invalid, or inoperable.

Another obstacle relates to standards of procedural fairness and due process. In wholly online hearings conducted via videoconference, the exclusive reliance on electronic evidence, or purely asynchronous procedures may raise concerns about

whether parties enjoy equal opportunities to present their case. In States with pronounced digital divides, disparities in access to technology and literacy may translate into procedural disadvantages, particularly for very small enterprises or individuals located in regions with limited internet connectivity, not to mention that the use of digital technology can be very problematic in conflict zones (Łagiewska 2024, 852). In addition, some legal restrictions may prevent witnesses from testifying remotely. Courts may therefore accept challenges to the enforceability of online awards on grounds of insufficient notice or procedural irregularities according to art. V (2) of the New York Convention.

Without moving too far from the strictly legal challenges, another important issue concerns the determination of the seat of arbitration. Arbitration is, in fact, traditionally anchored in the legal system of the “seat,” which provides a framework for procedural law and judicial supervision (Born 2021, 2909 ff). Holding that it is usually up to the parties to choose the place where the arbitration is to be legally located, online arbitration often lacks a clear territorial nexus, especially when conducted entirely through digital platforms. A clear identification of the seat is particularly important also because, when the arbitral award is rendered, it is generally required to contain the date and the place (in its meaning of seat) two elements, which are crucial *inter alia* to start counting the time for requesting corrections, for the identification of the nationality of the award as well as the national courts where the award can be annulled or set aside (Born 2021, 2909 ff). This uncertainty can consequently affect both the validity of the award and its enforceability under the New York Convention, inviting judicial scrutiny and potential refusals of recognition.

As for the technical perspective, uneven data protection regimes and cybersecurity capacities raise questions about the confidentiality and integrity of online arbitral communications. Without adequate safeguards, the use of digital platforms could indeed expose sensitive commercial information to unauthorized access or manipulation, undermining the very trust that online arbitration seeks to build (Karnad and Kanchan 2020, 145).

Finally, the adoption of online arbitration faces institutional, linguistic, and cultural obstacles within the BRICS, as each jurisdiction operates within its own legislative, administrative, and international framework. What may be a technical difficulty in one jurisdiction can amount to a structural barrier in another. The consensual nature of arbitration, for example, raises questions about the validity of online agreements everywhere, but the answers depend on the interaction between international norms and national contract law. Similarly, while due process concerns are universal, they are filtered through different constitutional frameworks: in Brazil, consumer rights are entrenched at the highest legal level, whereas in China, digital experimentation is encouraged by State policy and judicial oversight tends to be pragmatic rather than restrictive. As a consequence, if the BRICS want to use online arbitration as a shared ODR means of dispute resolution, a certain degree of harmonization among the BRICS national laws, especially in the critical aspects that have been identified above, will be inevitable. In a way, a small harmonization among BRICS, albeit in the field of traditional international arbitration, has already

occurred, as almost all the BRICS countries have been influenced by the UNCITRAL Model Law on international commercial arbitration 1985 (as amended in 2006) when adopting or reforming their national legislation. Nonetheless, such an attempt is still incomplete, and it is confined to the offline world. Therefore, efforts must be made to jointly face the challenges that only online arbitration poses.

Country Analysis

Building on the comparative and theoretical premises outlined above, the following section turns to the country-level analysis of online arbitration across the BRICS.

The analysis follows a rather uniform structure to enable cross-country comparability. Consequently, while adapted to national specificities, each profile covers the same core dimensions (albeit not necessarily in this order):

1. The general arbitration framework and institutional landscape
2. The extent to which online arbitration and virtual procedures are recognized in the legislation or in practice
3. Judicial culture and enforceability issues
4. Arbitrability of consumer disputes
5. Infrastructural and socioeconomic factors that influence accessibility and implementation (i.e., digital divides and geopolitical constraints)

The countries are presented in a sequence that reflects both their level of digital and institutional maturity and their relevance within the broader BRICS system, starting from the more consolidated jurisdictions (China, Brazil, Russia, India, and South Africa) moving to the newer or less institutionalized members from the Gulf and the Middle East (Saudi Arabia, UAE, and Iran), North Africa (Egypt and Ethiopia), and the most recent adding member (Indonesia). This comparative layout allows recurring patterns and divergences to emerge progressively, setting the stage for the comparative reflections and policy-oriented conclusions that follow.

China: State-Led Innovation and the Online Arbitration

China represents the most advanced example among the BRICS in institutionalizing online dispute resolution, combining strong State-led initiatives with an active private-platform ecosystem.

Since the launch of the first Internet Court in Hangzhou in 2017, which was followed by the courts in Beijing and Guangzhou, the country has promoted an “internet-first” model of adjudication, where cases are filed, evidence submitted, and hearings conducted entirely online (Wang and Chen 2019, 87–88). Instruments such as big data, cloud computing, blockchain, and artificial intelligence, along with modules such as voice recognition in online hearings, digitalized evidence

presentation, and simultaneous transcript of hearings, are also being adopted by many Chinese courts (Chen and Wang 2022, 238). Such judicial experimentation is relevant for the purposes of the present analysis as it has been mirrored in the field of arbitration. In fact, renowned arbitral institutions such as the China International Economic and Trade Arbitration Commission (CIETAC) and several provincial commissions now routinely manage e-commerce disputes through digital case-management systems and virtual hearings (CIETAC 2024).

Arbitration operates within a detailed regulatory structure defined by the People's Republic of China (PRC) Arbitration Law 1994, which incorporates some principles deriving from the UNCITRAL Model Law (e.g., those regarding party autonomy and separability of the arbitration agreements) and which governs specific issues such as institutional establishment (art. 11), registration (art. 10), and arbitrator appointment (art. 13). In addition, the CIETAC Online Arbitration Rules, in force since 2009, provide a harmonized procedural basis for end-to-end online proceedings. Such rules, together with the Guangzhou Arbitration Commission's 2015 rules, have enabled the resolution of microfinance and e-commerce disputes entirely online (Zheng 2017, 136) testing the limits of the 1995 PRC Arbitration Law and the New York Convention (to which China acceded in 1987) in terms of consent and due process (Chen and Wang 2022, 229 ff). It is worth recalling that the New York Convention was nevertheless adopted with a reciprocity reservation and a commercial reservation, which entail that awards will be recognized only if they were made on the territory of other contracting States and in respect of differences arising out of legal relationships, whether contractual or not, which are considered commercial under Chinese law.

Consumer disputes occupy a nuanced position within this framework. Recently, the E-commerce Law of 2019 has obliged platforms to provide effective dispute-resolution mechanisms and explicitly recognized arbitration and mediation as legitimate means for resolving such disputes (PRC E-commerce Law 2019). In parallel, private ODR ecosystems—most notably Alibaba's complaint-handling and “online jury” systems—now process hundreds of thousands of consumer disputes annually (Chen and Wang 2022, 228; Alibaba 2025). Importantly, legislation such as the E-commerce Law (art. 60) and the Consumer Protection Law (art. 55) protects consumers by ensuring that they retain freedom of forum choice. Consequently, courts routinely invalidate pre-dispute arbitration clauses in online consumer contracts that lack explicit assent. Practically speaking, this means that, whereas B2B online arbitration is fully enforceable, B2C arbitration is permitted only with post-dispute consent, reflecting the law's commitment to procedural fairness and access to justice.

From the standpoint of enforceability, China's framework has become increasingly accommodating. For what concerns the enforceability of the arbitration agreements, the PRC Arbitration Law (art. 16) and the Interpretation of the Supreme People's Court (SPC) (2006) accept electronically concluded arbitration agreements as satisfying the “written form” requirement, provided that the parties' intent and institutional designation are clear (SPC Interpretation on the Arbitration Law, Fashi [2006] No.7, art. 1). As for online awards, empirical evidence confirms that Chinese

courts have shown growing willingness to enforce awards rendered through online arbitration procedures. Indeed, according to a survey reported by the International Bar Association, approximately 75% of awards issued in online proceedings were successfully enforced by Chinese courts (Ye 2023). Likewise, UNCITRAL reporters note that Chinese courts generally recognize the legal validity of electronic awards and treat them as equivalent to traditional paper awards, although applicants are often required to submit a hard-copy version for filing purposes (UNCITRAL 2025).

As for the conduct of full virtual hearings, Chinese courts and arbitral institutions maintain a conservative stance, requiring both parties' consent before allowing them to proceed. This emphasis on mutual consent—reflected in the 2020 SPC Notice and CIETAC Rules—might translate into a ground for refusing recognition or enforcement of foreign awards rendered through virtual hearings conducted over a party's objection (Ye 2023).

This otherwise coherent picture is tempered by the blurred boundary between public and private justice. Indeed, in China, arbitration operates within a coordinated but State-supervised dispute-resolution system in which courts, arbitral institutions, and commercial platforms interact closely. This hybridization promotes efficiency but can raise questions of independence and procedural legitimacy in the eyes of international users.

Brazil: A Digital Embrace with Constitutional Caution

Brazil offers a particularly illustrative case within the BRICS framework, showcasing both the promise and the prudence that shape online arbitration in emerging economies. The country has cultivated a robust arbitration culture: its Arbitration Act (Law No. 9.307/1996, amended in 2015), largely inspired to the UNCITRAL Model Law, is widely regarded as consistent with international standards and respectful of party autonomy (Tavares de Paiva Muniz 2012, 261–262), whereas the Superior Tribunal de Justiça (STJ) has repeatedly upheld the validity and enforceability of arbitration agreements and awards under the New York Convention, ratified in 2002, thereby strengthening Brazil's reputation as an arbitration-friendly jurisdiction (Tavares de Paiva Muniz 2012, 262).

Where Brazil draws a careful line, however, is in the field of consumer protection. Art. 5 of the Federal Constitution enshrines access to justice as a fundamental right, while the Consumer Defense Code (Law No. 8.078/1990) makes consumers rights a matter of public order. Indeed, Brazilian jurisprudence has long viewed pre-dispute arbitration clauses in consumer contracts with suspicion, deeming them abusive unless the consumer provides express and informed consent at the time of the dispute (de Oliveira 2017, 69). Inevitably, this protective stance might restrict the potential reach of online arbitration in the B2C sector, where most e-commerce disputes arise.

This does not mean that the Brazilian legal framework obstructs the digital transition of arbitration. On the contrary, the Arbitration Act is considered sufficiently flexible to accommodate electronically concluded agreements, as long as they comply with general standards of form and consent. In practice, arbitration

clauses executed through electronic signatures or click-wrap mechanisms have been deemed to satisfy the “written-form” requirement under art. 4 (1) and (2) of the Arbitration Act and consequently considered enforceable, provided that informed and unequivocal consent can be demonstrated (Pereira de Lima 2009, 514 ff).

In recent jurisprudence, the STJ has confirmed that electronic signatures, even those not certified by the ICP-Brazil infrastructure (a high reliability safety chain that makes it possible to issue digital certificates for electronic identification of companies and citizens), are to be considered valid if they guarantee authenticity and integrity (REsp 2159442/2024, STJ 2024). Such a position, grounded in Provisional Measure 2.200-2/2001 and Law 14.063/2020, aligns arbitration law with the broader Brazilian e-signature legislation. The STJ, nonetheless, remains vigilant in adhesion contracts or consumer contracts contexts: in REsp 1602076/2016, it reaffirmed that arbitration clauses in such contracts are enforceable only when expressly accepted or when arbitration is voluntarily initiated by the consumer (REsp 1602076/2016, STJ 2016).

In practice, Brazil has also shown institutional openness toward digital dispute resolution through public and private initiatives. On the public front, the [Consumidor.gov.br](https://www.consumidor.gov.br) platform launched by the Ministry of Justice in 2014 allows consumers to file complaints online and reports resolution rates exceeding 80% (Marighetto and Dal Pubel 2021, 449) demonstrating the State’s proactive role in integrating technology into consumer protection policy. Within the private sphere, leading arbitral institutions as the São Paulo Chamber of Mediation and Arbitration and the Câmara de Arbitragem Empresarial–Brasil (CAMARB) now routinely employ videoconferencing and electronic document exchange, practices accelerated during the COVID-19 pandemic. Albeit promising, it must be acknowledged that these innovations remain more akin to procedural adjustments rather than a full-fledged adoption of online arbitration as an autonomous model.

Persistent structural factors continue to complicate the digital transition. Despite high internet penetration in urban areas, connectivity gaps and uneven digital literacy in rural regions limit access to online justice mechanisms in Brazil (OECD 2020, 30 ff). Critics also warn that a rapid digitalization of arbitration might inadvertently disadvantage parties with lower technological competence, thereby raising due-process concerns (Abdel Wahab 2021, 415).

In light of the above, it is possible to affirm that Brazil is not resisting the digitalization of arbitration, but it certainly is negotiating its boundaries. The country’s jurisprudence and institutional practice reflect a measured embrace of technology: enthusiastic in commercial contexts but prudently restrained where constitutional protections demand it.

Russia: The Challenge of an Independent Online Arbitration

Russia as well occupies an ambivalent position in the debate on online arbitration within the BRICS. On one hand, it has a long-standing tradition of supporting international commercial arbitration as confirmed by the Law on International

Commercial Arbitration 1993 (as amended in 2015) modeled upon the UNCITRAL Model Law, and the ratification of the New York Convention occurred already in 1960 (albeit with reservations), which has consolidated Russia's status as an arbitration-friendly jurisdiction (Kokorin and Timmermans 2017, 50). On the other hand, more recent reforms have centralized and tightened State control over arbitral institutions generating a more restrictive environment, which raises questions about the autonomy and flexibility margins needed for online arbitration to flourish (Kotelnikov et al. 2019). Indeed, the 2015 amendments to the Russian arbitration framework, effective from 2016, introduced a licensing system under which only "permanent arbitration institutions" authorized by the Ministry of Justice may administer arbitral proceedings in Russia. While intended to curb abuses by the so-called "pocket arbitration institutions," the regime has resulted in significant State involvement in arbitration and has limited the number of institutions legally entitled to operate (Kotelnikov et al. 2019, 4). Enough to mention here that when the arbitration reform began, there were—according to various estimates—between 2000 and 3000 permanent arbitration centers in Russia. By the end of the reform, which was basically completed in November 2017, there were only four arbitral institutions left in the whole country: the Institute of Modern Arbitration and the Arbitration Centre at the Russian Union of Industrialists and Entrepreneurs, the International Commercial Arbitration Court, and the Maritime Arbitration Commission (Kotelnikov et al. 2019, 5). It should be pointed out that these latter two institutions being "the creatures of statute" did not have to apply for a permit to exercise the functions of a permanent arbitral institution as required by the new arbitral law (Kotelnikov et al. 2019, 10). The application process for a permit to perform the duties of a permanent arbitral institution was simplified by a subsequent statutory modification to art. 44 of the Arbitration Act at the end of 2018. With such a modification, the requirements for foreign arbitral institutions were also somewhat relaxed, which allowed the first foreign arbitral institution, the Hong Kong International Arbitration Centre (HKIAC), to obtain official permission to operate in Russia from 5 April 2019. Nonetheless, so far, the International Commercial Arbitration Court (ICAC) at the Chamber of Commerce and Industry of the Russian Federation remains the principal Russian arbitral institution with established credibility in cross-border disputes (Davydenko 2020, 14).

The restrictive institutional landscape delineated above complicates the integration of new, fully digital arbitral platforms, since their legitimacy depends on State authorization. However, broader judicial digitalization initiatives have opened limited but meaningful opportunities for technological integration. The Pravosudie State Automated System, for instance, has streamlined access to court documents, while pilot projects in e-justice have facilitated remote hearings, particularly during the COVID-19 pandemic (Muravyeva and Gurkov 2021, 80). These initiatives demonstrate a degree of openness to digital dispute resolution within the judicial sphere, even if they have not (yet) translated into a robust ecosystem for online arbitration. Currently, there is no dedicated legislation on online arbitration or ODR, but electronic agreements and evidence are valid under the Civil Code (art. 160), provided that authenticity and consent are ensured (Liubin 2018, 198). Russian

arbitral institutions, on their side, have started to adopt videoconferencing and electronic document submissions but more as a pragmatic response to the pandemic rather than as part of a deliberate and full digital shift (Karpova and Miroshnichenko 2023).

In the consumer sector, protection remains stringent but paradoxically restrictive. The Law on Consumer Rights Protection (No. 2300-1, 1992) provides that consumer protection is ensured “by the courts.” This wording has been interpreted by some commentators to exclude arbitration, while others note that in Russian legal terminology *court* (*sud*) can also encompass arbitration tribunals (Liubin 2018, 199–200). Case law is divided: the Supreme Court and the Constitutional Court (No 1831-O, 2012) affirmed that consumer disputes may be arbitrated with post-dispute consent, whereas the now-abolished Higher Arbitration Court (No 3364/13 and No 6892/13, 2013) held that all consumer arbitration clauses are invalid. In practice, state courts still follow the latter position, rendering consumer disputes effectively unarbitrable despite the absence of any explicit statutory prohibition (Liubin 2018, 200).

Another factor that complicates the Russian scenario regards its broader regulatory environment concerning data and digital sovereignty. Laws on data localization, for example, Federal Law 242-FZ, require that personal data of Russian citizens be stored on domestic servers (Mihaylova 2016, 6) complicating the management of digital evidence and cross-border data flows in arbitral proceedings particularly where foreign parties or servers are involved. Cybersecurity concerns, amplified by geopolitical tensions, make Russian authorities cautious about foreign-controlled platforms and digital infrastructures, further constraining the potential for transnational ODR cooperation.

The judicial culture remains formalistic and state-centric. Courts generally enforce awards rendered by licensed institutions but show caution toward ad hoc or foreign-administered online proceedings, prioritizing institutional legitimacy over party autonomy. Enforcement practice remains conservative, and the lack of explicit recognition for digital procedures discourages experimentation by private actors.

What can be drawn from the analysis conducted above is that Russia has a strong legal foundation for traditional arbitration and is actively modernizing its judicial infrastructure, but its restrictive licensing system, data localization rules, and cautious regulatory stance create a challenging environment for independent online arbitration.

India: An Uneven Path Toward Digital Arbitration

India presents a nuanced picture in the development of online arbitration. The Arbitration and Conciliation Act 1996, substantially amended in 2015 and 2019, is based on the 1985 UNCITRAL Model Law (though with some adaptations), the 1976 UNCITRAL Arbitration Rules and 1980 UNCITRAL Conciliatory Rules, which bring Indian arbitration law more closely aligned with international standards by reinforcing party autonomy and curbing excessive judicial intervention (Madhok 2021, 2034–2035).

Courts, including the Supreme Court, have tried to adapt to arbitration being conducted with the use of technology, repeatedly affirming the validity of arbitration agreements executed electronically, recognizing e-signatures and online contracts as legally enforceable. In *Trimex International FZE v. Vedanta Aluminium Ltd.* (2010) and in *Shakti Bhog Foods Ltd. V. Kola Shipping Ltd* (2009), the Supreme Court upheld the validity of an arbitration agreement entered into by exchange of emails, though no formal agreement in writing signed by the parties had come into existence, affirming that a physical signature is not indispensable where consent is evident from the record (Trimez 2010). This position has been reaffirmed in subsequent decisions applying the 2000 Information Technology Act's provisions on electronic records and signatures and the Information Technology (Amendment) Act of 2008. The combination of these statutes with the jurisprudence provides a solid legal foundation for online arbitration agreements concluded through electronic signatures as they satisfy both the "written form" and consent requirements under Section 7 of the Arbitration and Conciliation Act. Similarly, courts have begun to recognize that arbitral awards delivered or deliberated partly through online means are valid under Indian law, provided that statutory procedural guarantees and party consent are respected (Parmaar 2024, 1300). However, stamp duties are of vital importance in India in so much as an arbitration agreement contained in an unstamped or deficiently stamped contract is void and cannot be invoked by the parties until such deficiency is cured (Padwal and Prajapati 2024). Consequently, the lack of a uniform and widely available electronic stamping mechanism complicates the enforcement of awards rendered entirely online or involving parties in different jurisdictions, thereby creating a procedural bottleneck in the digital transition of arbitration (Padwal and Prajapati 2024, 375; Parmaar 2024, 1300–1301). In fact, despite significant reforms promoting technology-driven dispute resolution, India continues to face substantial challenges in institutionalizing online arbitration. On this wise, scholars emphasize persistent issues such as uneven digital infrastructure, lack of uniform procedural standards, data-security concerns, and limited technological literacy not only among legal professionals (from lawyers to arbitrators) but also among potential users (Karnad and Kanchan 2020, 145).

Consumer protection adds another layer of complexity. The question of whether consumer disputes were arbitrable has been a subject of debate since the enactment of the Consumer Protection Act in 1986 (and again with its successor, the Consumer Protection Act in 2019). Finally, the Supreme Court's decision in *M/S Emmar MGF Land Limited v. Aftab Singh* (2019) has largely settled the matter by effectively excluding consumer disputes from the scope of arbitration under the Arbitration and Conciliation Act, 1996. Consequently, Indian courts have repeatedly treated arbitration clauses in consumers contracts as potentially unconscionable or contrary to public policy. In fact, being matters of public interest, they cannot be subjected to private arbitration agreements (Viswanath 2024, 25–26). This makes the use of online arbitration in the B2C context uncertain, despite the rapid growth of e-commerce in India.

At the institutional level, India has expressed its ambition to become an arbitration hub, exemplified by the creation of the New Delhi International Arbitration

Centre and the modernization initiatives of the Mumbai Centre for International Arbitration (Prasad 2024). Nevertheless, discussions around the digitalization of arbitration remain less advanced than in other BRICS jurisdictions, and no dedicated institutional framework for online arbitration yet exists. The integration of technology into arbitral practice remains incremental, but it seems to be driven more by necessity than by regulatory design.

South Africa: From Reform to Restraint Encountering Online Arbitration

South Africa stands at the crossroads of a newly modernized arbitration regime and a judicial culture that remains cautious toward procedural innovation.

Despite the vibrancy of the economic sphere in South Africa, international arbitration had been held back for several reasons, one of them being the stagnation of the Arbitration law after the promulgation of the 1965 Arbitration Act, which gave excessive discretionary powers to local courts, practically allowing them to obstruct the arbitration process (Rantsane 2021, 18; Wilske 2011, 5 ff). Criticism to arbitration came also from local authorities such as the Judge President of the Cape, Mr. John Hlophe, who argued that “arbitration is inappropriate because it undermines the legal system and the transformation of the judiciary, neither of which can be compromised” (Davis et al. 2005, 816). Only recently has the true potential of arbitration for attracting business been acknowledged in South Africa, particularly for becoming a reference point for the whole African country. The arbitration framework was updated by the South African International Arbitration Act of 2017, which transposes the UNCITRAL Model Law (as amended 2006) subject to limited modifications and adaptations set forth in Schedule 1 of the 2017 International Arbitration Act.

When it comes to online arbitration, legal progress has been limited, notwithstanding the remarkable initiatives conducted by many arbitral institutions. The Arbitration Foundation of Southern Africa (AFSA), for example, has experimented with virtual hearings during the COVID-19 pandemic, and they are still equipped with virtual hearings facilities at their Johannesburg offices, should these be required by the arbitral parties or the arbitral tribunal. For this reason, in October 2020, AFSA has published the pioneering Remote Hearing Protocol, which has provided parties with the necessary guidance as to how to conduct virtual hearings, providing for an authentic online etiquette and practical hearing standards, which tackle sensitive issues frequently left undressed by other arbitral institutional rules, such as witness testimony, the integrity, and reliability of evidence submitted online. For instance, the AFSA Remote Hearing Protocol provides detailed guidance on the technical setup for remote witness testimony, including camera requirements and room monitoring, and restricts the presence of individuals in the hearing room where such safeguards are unavailable (AFSA Remote Hearing Protocol 2020, Section 6). Despite the dynamism of such arbitral institution, it must be acknowledged that, from a legal standpoint, there are no specific rules governing online arbitration.

Although the Electronic Communications and Transactions Act 2002 (ECTA) recognizes the legal validity of electronic signatures and records, its interaction with the arbitration law has not yet been clarified by courts (Kayana and Ferns 2023). Indeed, in principle, electronic signatures would satisfy the “written form” requirement of arbitration agreements under the 2017 International Arbitration Act, but judicial confirmation remains limited. Similarly, no reported decisions have yet addressed the enforceability of awards rendered fully online, though the New York Convention, adhered to by South Africa in 1976, would likely accommodate such awards if due process and consent requirements were met.

Consumer protection represents a constraint in South Africa as well. Indeed, the Consumer Protection Act 2008 restricts pre-dispute arbitration clauses in consumer contracts, requiring express post-dispute consent from consumers. This reflects the country’s constitutional emphasis on access to justice and equality before the law, effectively excluding most B2C disputes from binding arbitration, whether online or offline (Lombard 2021, 8).

Structural and technological factors also justify the reasons behind the limited adoption of online arbitration. While internet penetration is relatively high (74.7% according to Datareportal 2024), disparities in urban-rural connectivity and digital literacy remain significant barriers (Mwansa et al. 2025, 4). Furthermore, language and inclusivity present additional challenges. South Africa’s multilingualism—12 official languages with English as the dominant language of legal record—creates risks of exclusion in online proceedings. Emerging AI technologies for translation and transcription can help bridge this linguistic gap, though their effectiveness varies by language and resource availability (Sheehan et al. 2025).

Saudi Arabia: Digitalization and Sharia Constraints in a Modern Arbitration Framework

Before addressing dispute resolution and online arbitration in Saudi Arabia, it must be pointed out that Saudi Arabia, currently under the rule of King Salman bin Abdulaziz Al-Saud, is an Islamic monarchy whose legal system is rooted in Sharia law. Rather than relying on codified statutes or judicial precedent, the Saudi legal framework derives its authority from the Qur’an and the teachings of the Prophet Muhammad, as interpreted by Islamic scholars (Alharbi 2019, 78). Arbitration, both online and offline, must therefore be understood within this specific legal and institutional framework.

In its quest to strike a balance between localization and globalization, Saudi Arabia has undergone a profound transformation of its arbitration framework over the past decade, closely linked to its broader economic diversification strategy under Vision 2030, a national plan concerning economic development and diversification launched in 2016 under Crown Prince Mohammed bin Salman, which included the enactment of the new Arbitration Law (Royal Decree No. M/34 of 2012). Largely modeled on the UNCITRAL Model Law, it marked a decisive step toward innovation (Al-Ammari and Martin 2025, 390). Said Law introduced clearer procedures for

the formation of arbitral tribunals, recognition and enforcement of awards, and grounds for annulment. Complementing these efforts, the Enforcement Law (Royal Decree No. M/53 of 2013) established specialized Enforcement Courts responsible for executing both domestic and foreign arbitral awards, thereby strengthening judicial oversight and predictability. The Kingdom's commitment to the New York Convention, in effect since 1994, remains strong, and recent decisions by the Enforcement Courts reflect a growing deference to international arbitral standards (AbuZeyad 2025, 11; Al-Ammari and Martin 2025, 402 ff). Nonetheless, when it comes to the enforcement of online arbitration agreements and awards, the outcome is uncertain.

Although the Electronic Transactions Law (2007, amended 2020) recognizes the legal validity of electronic signatures and digital documents, questions persist about whether digital evidence and e-awards meet the authenticity and proof standards demanded under Sharia-based evidentiary rules (Altamimi 2025). In fact, at the procedural level, Saudi judges retain discretion to refuse enforcement of awards that they consider inconsistent with public policy as derived from Sharia, particularly in cases involving interest (*riba*) or vague contract provisions (Tabbara 2022, 25–26). Basically, the same issues of Sharia conformity that hunt traditional arbitration also apply to online arbitration and may arise, to make another example, in relation to the gender or religious affiliation of arbitrators and witnesses, potentially affecting both the composition of arbitral tribunals and the admissibility of testimony, be it online or offline (Tabbara 2022, 22). This may raise some concern for commercial parties, especially those unfamiliar with the nuances of Sharia and Sharia-based legal interpretation.

The Saudi Centre for Commercial Arbitration (SCCA) in Riyadh, established in 2014, is the most thriving arbitral institution in Saudi Arabia. The SCCA adopted arbitration rules aligned with international standards—drawing from the International Chamber of Commerce (ICC) and the London Court of International Arbitration (LCIA) practices—and provided for bilingual proceedings (Arabic and English). It has progressively integrated technology into dispute resolution processes. Since 2020, it operates electronic filing systems, remote hearings, and digital award issuance (SCCA 2021). In 2023, the SCCA launched an updated set of rules expressly accommodating online and hybrid arbitration, supported by an integrated case management platform. These reforms position Saudi Arabia as an emerging regional hub for digital dispute resolution, within both the Gulf Cooperation Council (GCC) and the BRICS network.

Nonetheless, in Saudi Arabia, consumer disputes remain largely excluded from arbitration. The 2012 Arbitration Law does not explicitly prohibit B2C arbitration, yet in practice, strict consent requirements and Sharia-based fairness principles make consumer arbitration virtually unavailable. Existing redress mechanisms, such as the Ministry of Commerce's Consumer Protection Committees, operate outside the arbitral system and lack enforceable authority. As Alharbi notes, Saudi ODR frameworks are still predominantly B2B-oriented, leaving consumer disputes within the sphere of administrative mediation rather than legally binding arbitration (Alharbi 2019, 80).

Ultimately, Saudi Arabia's arbitration landscape illustrates a hybrid model of modernization: technologically advanced and institutionally robust yet bounded by the interpretative primacy of Sharia.

United Arab Emirates: Arbitration and Digital Innovation in a Dual System

The UAE has established itself as a leading arbitration-friendly jurisdiction in the Middle East, becoming a global hub for international dispute resolution.

On September 29, 2023, the UAE enacted Federal Law No. 15 of 2023 ("Amendment Law"), introducing substantial revisions to the previous national law on arbitration, Federal Law No. 6 of 2018. This reform reflects the UAE's ongoing commitment to modernizing its arbitration framework and aligning it with evolving international standards. Among the most significant changes introduced by the reform are: the removal of arbitral disputes from the jurisdiction of ordinary courts to enhance autonomy; streamlined procedures for recognition and enforcement of awards, including eliminating the need for arbitrator signatures on every page; explicit legal recognition that parties may choose arbitration for commercial agency disputes; and strengthened procedural safeguards including clearer timelines for proceedings and award issuance (Amendment Law 2023). Moreover, the Amendment Law consolidates earlier experimental practices—such as remote witness examination and electronic submission of evidence—into a formal legal structure, enhancing flexibility for parties while maintaining procedural safeguards. As a matter of fact, the most notable feature of the Amendment Law is the *explicit* authorization of using modern technologies, allowing arbitral hearings to be conducted via digital platforms such as Microsoft Teams or Zoom (art. 28(1) of the Amendment Law; Horowitz 2023, 1). Now the parties can agree on conducting arbitration either in person or virtually, utilizing modern technological means or digital environments. Following this amendment, arbitral institutions are *required* to ensure the availability of adequate technological platforms capable of supporting remote hearings and online case management (Horowitz 2023, 1). Moreover, art. 41(6) explicitly mentions the possibility of electronic signing of the awards.

The UAE represents a paradigmatic example of an arbitral framework that engages proactively with technological innovation, adapting procedural norms to the realities of digital dispute resolution. Of course, the aforementioned amendments do not come without challenges and risks, including the need to ensure the security, confidentiality, and reliability of the remote arbitration process, as well as the enforceability (abroad) of awards issued through a full virtual arbitration process, but such risks can be properly addressed and mitigated through careful regulatory design and procedural safeguards.

In consumer protection law, the UAE adopts a highly protective stance that severely limits B2C arbitration. Under Federal Law No. 15 of 2020 on Consumer Protection, any clause that deprives consumers of access to state courts is null and void, unless explicit consent to arbitrate is given after a dispute arises. The Dubai

Court of Cassation (Case No. 290/2014) confirmed that pre-dispute arbitration clauses in consumer contracts violate the principle of protecting the weaker party. Although the Amendment law recognizes electronic agreements and digital signatures as valid, this flexibility mainly applies to B2B relations, leaving consumer arbitration largely inoperative in practice (Dahiyat 2017, 279).

It is also worth mentioning that the UAE features an interesting dual legal system, combining an on-shore civil law framework with two off-shore common law jurisdictions—the Dubai International Financial Centre (DIFC) and the Abu Dhabi Global Market (ADGM). Both free-zone systems have their own arbitration laws based on the UNCITRAL Model Law and maintain English-language courts applying common-law procedures, which foster predictability and confidence for international users. Major arbitral institutions such as the Dubai International Arbitration Centre (DIAC) and the ADGM Arbitration Centre have actively embraced digitalization, adopting electronic case management, virtual hearings, and recognition of e-signatures; notably, the ADGM has partnered with ODR providers to support fully remote proceedings (DIAC 2022; ADGM 2022; Fick and Fahoum 2024).

In line with the New York Convention, ratified by the UAE through Federal Decree No. 43 of 2006 (in force since November 19, 2006) foreign awards in UAE are recognized without re-examination of the merits, provided they comply with procedural standards and do not contravene UAE public policy or Sharia principles. Another especially innovative aspect displayed by the UAE system is that when an award is submitted for enforcement, it is filed exclusively online. This eliminates any need for hard copies or wet-ink signatures, reflecting the country's commitment to digitalized judicial processes. In parallel, both Dubai International Financial Centre (DIFC) and the Abu Dhabi Global Market (ADGM) operate autonomous enforcement regimes that treat foreign awards as domestic and allow full digital filing and e-signature recognition.

Jurisdictional multiplicity between onshore courts, DIFC, and ADGM can certainly complicate enforcement across regimes, and consumer disputes largely remain outside binding arbitration, reflecting protective policies for weaker parties in e-commerce (Dahiyat 2017, 280 ff). Nonetheless, it is possible to affirm that the UAE represents a model in which arbitration modernization and strong technological innovation operate alongside a structured updated legal framework, creating a supportive—yet nuanced—environment for online dispute resolution.

Iran: Online Arbitration Between Legal Reform and Geopolitical Constraints

Iran's arbitration framework reflects a combination of formal openness to international arbitration and persistent doctrinal, institutional, and geopolitical constraints that inevitably affect the feasibility of online arbitration.

The Law on International Commercial Arbitration of 1997, inspired by the UNCITRAL Model Law, established a modern statutory foundation for international commercial arbitration, emphasizing party autonomy and the enforceability of

foreign-related arbitration agreements (Arabshirazi 2024, 208–209). Complementing this, the Electronic Commerce Law (E-Commerce Law) of 2004 introduced a comprehensive framework for electronic transactions, defining “data messages” (E-Commerce Law 2004, art. 2 (a)) recognizing electronic and “secure” digital signatures (E-Commerce Law 2004, arts 10) and providing for the accreditation of service providers (E-Commerce Law 2004, art. 31). Altogether, these provisions formally support the conclusion and performance of arbitration agreements through electronic means, support digital signatures, and even click-wrap agreements as valid forms of consent, thereby enabling the basic architecture for online arbitration. In practice, Iran’s arbitration system remains primarily oriented toward commercial disputes, with limited clarity regarding the arbitrability of consumer contracts. Although the Law on International Commercial Arbitration and the Civil Procedure Code (arts. 454–501) recognize arbitration as a valid dispute-resolution mechanism, they do not expressly extend it to B2C relations. Consumer contracts thus occupy a gray area where arbitration clauses are not explicitly prohibited but lack statutory and judicial support. Rooted in Islamic jurisprudence, Iranian law emphasizes fairness (*adl*) and avoidance of exploitation (*gharar*), making pre-dispute arbitration clauses in adhesion contracts particularly contentious (Mohebbi and Izanloo 2018, 669–670). Besides, Iranian jurisprudence remains cautious about the evidentiary sufficiency of electronic records and the authentication of e-signatures in arbitral contexts, despite their statutory recognition (Karimi and Akbari 2017, 414; Savrai 2011, 184–186). Moreover, the absence of uniform judicial precedent rule entails that judges may differ in their willingness to accept electronic evidence or online hearings as equivalent to traditional procedures.

As for the recognition and enforcement of foreign arbitral awards, Iran acceded to the New York Convention of 1958 through Parliamentary Approval of 1997, with reciprocity and commercial reservations, limiting its application to commercial disputes and awards rendered in States granting reciprocal treatment (Arabshirazi 2024, 206). Iranian courts may enforce foreign awards provided that due process is observed, the arbitration agreement is valid under the governing law, and the award does not contravene public policy or Sharia principles (Arabshirazi 2024, 210). In practice, enforcement remains cautious and subject to judicial discretion (Powell and Rickard 2010, 340).

At the institutional level, the Tehran Regional Arbitration Centre (TRAC) established in 2004 under the auspices of the Asian-African Legal Consultative Organization (AALCO) has emerged as a credible regional institution administering both domestic and international cases. Together with the Arbitration Centre of the Iran Chamber of Commerce (ACIC), the TRAC has undertaken rule revisions and procedural digitalization efforts, including limited adoption of online filing and hybrid hearings (ACIC 2023). However, compared to established hubs such as Dubai or Cairo, Iran’s institutional ecosystem remains modest, and the lack of fully developed ODR platforms, along with the cautious judicial environment, tend to hinder Iran’s ability to serve as a competitive hub for e-commerce arbitration.

Significantly, international sanctions and geopolitical isolation continue to constrain Iranian online arbitration. Sanctions regimes—particularly those of the United

States and the European Union—have complicated cross-border payments, access to global cloud infrastructure, and enforcement of arbitral awards involving Iranian entities, limiting the practical viability of digital arbitration (Moore et al. 2019).

Taken together, these factors suggest that while Iran's statutory framework might be compatible with online arbitration, it remains constrained by judicial conservatism, limited institutional modernization, and geopolitical barriers. Iran's experience demonstrates that legal modernization alone is insufficient: effective online arbitration requires judicial adaptation, institutional infrastructure, and international integration to realize its full potential.

Egypt: Arbitration Modernization Amid to Legal and Digital Challenges

Leveraging on its long-standing legal tradition and its early adoption of modern arbitration principles, Egypt has increasingly positioned itself as a central hub for arbitration in the Middle East and in the North Africa (MENA) region, first and foremost through the Cairo Regional Centre for International Commercial Arbitration (CRCICA) established in 1979 under the auspices of the Asian-African Legal Consultative Organization. Egypt's judiciary has cultivated a reputation for being arbitration-friendly, demonstrating consistent respect for party autonomy and the enforceability of arbitral awards. This supportive legal environment, anchored in Egypt's Arbitration Law No. 27 of 1994 and the country's accession to the New York Convention back in 1959, has enhanced Cairo's status as a preferred seat for both regional and international disputes (Brady 2023, 4; Attia and Dubash 2025).

In recent years, Egypt has sought to further modernize its arbitration infrastructure. To this aim, the CRCICA has revised its Arbitration Rules in January 2024, incorporating online filing systems, expedited procedures, consolidation mechanisms, and emergency arbitrator provisions, thus fostering procedural efficiency in line with global best practices. Such innovations, combined with the Center's growing international profile, illustrate Egypt's commitment to keeping pace with digital transformation in arbitration (Attia and Dubash 2025). This pro-arbitration stance extends to awards rendered with significant digital components, though no case has yet directly tested the validity of a purely online arbitral award.

Despite this progress, certain challenges remain. For instance, the judiciary has become increasingly sophisticated in handling arbitration matters, but procedural delays and uneven application of arbitral standards across lower courts can occasionally hinder predictability (Abbas and Matouk 2024). Also, even if Egypt recognizes electronic signatures under the Electronic Signature Law No. 15 of 2004, practical uncertainties persist about their use in arbitration agreements, particularly in cross-border e-commerce contracts concluded online. As in other BRICS States, consumer protection constitutes a sensitive area in Egypt. The Consumer Protection Law No. 181 of 2018 (arts. 36–38) enhances safeguards for consumers, requiring transparent contractual terms and limiting arbitration clauses in standard-form contracts. This restricts the potential for online arbitration in B2C disputes.

Another obstacle concerns digital inequality. Although Egypt has invested heavily in ICT infrastructure and digital governance, disparities in internet access remain pronounced between urban centers and rural areas (Fahmi Mohamed 2025, 118–125) like much of the MENA region, which still grapples with uneven access to technology. Such disparities could undermine the fairness of fully online arbitration, raising questions about due process and equal access for weaker parties. These constraints underscore the need for continued investment in technological infrastructure and judicial training to ensure consistent enforcement and support for online and hybrid proceedings.

Nevertheless, Egypt's overall trajectory is one of progressive alignment with international standards and growing institutional capacity to manage digital disputes. CRCICA's reputation for independence, coupled with Egypt's legal modernization, positions the country as a credible forum for online arbitration within BRICS. While challenges regarding consumer protection, electronic consent, and digital access remain, Egypt provides a solid institutional foundation that could support the BRICS ambition to create reliable mechanisms for resolving cross-border e-commerce disputes.

Ethiopia: Toward Digital-Ready Arbitration in an Emerging Framework

Ethiopia's arbitration ecosystem is the most embryonic if compared to other BRICS members, albeit recent reforms indicate a clear attempt of modernization.

Historically, arbitration has been governed by outdated and scattering provisions contained in the Civil Code and in the Code of Civil Procedure, which created significant ambiguities regarding key issues as arbitrability, judicial intervention, and enforcement (Kidanemariam 2023, 28; Hassen Aliyyi 2023, 5). The adoption of the Arbitration and Conciliation Working Procedure Proclamation No. 1237/2021 marked a turning point by providing a coherent legal framework aligned more closely with the UNCITRAL Model Law (to which it was largely inspired) and by clarifying the grounds for courts involvement. Ethiopia's very recent accession to the New York Convention in 2020 further signaled an ambition to integrate into the global arbitration regime (UNCTAD 2020). Nevertheless, the reformed legal framework does not yet explicitly address electronic arbitration agreements, leave it alone fully online proceedings, thus perpetuating uncertainty regarding the validity of digital consent and the enforceability of electronic awards. And even if the Electronic Transactions Proclamation No. 1205/2020 recognizes electronic signatures and documents, its application in arbitration has not yet been tested in courts, which means that online arbitration agreements may remain vulnerable to challenge (Kidanemariam 2023, 30).

Moreover, it must be stressed that consumer protection falls within the non-arbitrable matters according to the Arbitration and Conciliation Working Procedure Proclamation No. 1237/2021 (art.7 point 8); consequently, online arbitration would be restricted to B2B contracts only. In fact, recent scholarship highlights that

Ethiopia lacks an authentic ODR framework for electronic commerce, creating a regulatory gap that hinders trust and efficiency in digital transactions (Balcha 2022, 106;134). Building up an efficient framework for ODR thus becomes crucial not only for domestic e-commerce but also for integrating Ethiopia into the broader regional and global digital trade system.

Although the Arbitration and Conciliation Working Procedure Proclamation No. 1237/2021 has consolidated arbitration rules, challenges persist due to limited judicial training and awareness. Kidanemariam emphasizes the need for specialized training for judges to enhance the efficiency and effectiveness of the commercial arbitration process in Ethiopia (Kidanemariam 2023, 39). The lack of such training can lead to errors in the review of arbitral awards and delays in the enforcement of arbitration agreements, underscoring the importance of judicial capacity building in supporting the arbitration framework.

Technological and infrastructural limitations exacerbate these uncertainties: internet penetration, though improving, is among the lowest in Africa; electricity reliability is inconsistent, and digital literacy is limited, particularly outside urban centers like Addis Ababa (World Bank 2020). Consequently, Ethiopian arbitration institutions—still in their infancy—opt, at least for now, for adopting hybrid models that combine paperless filings with occasional remote hearings, rather than fully digital systems. Besides, the absence of a major arbitral center comparable to Egypt's CRCICA or the UAE's DIAC limits the country's capacity to handle cross-border disputes or experiment with online dispute resolution, though local chambers of commerce are beginning to offer arbitration facilities. Ethiopia's Digital Strategy 2025 could indirectly support online arbitration by improving infrastructure and fostering digital governance, but certainly progress will be gradual (Ethiopian Ministry of Innovation and Technology 2020).

Overall, although Ethiopia's reforms and the accession to the New York Convention are promising, the country's persistent digital divide indicates that online arbitration will need time to fully develop, highlighting the broader challenge for BRICS in extending digital dispute resolution to Ethiopia.

Indonesia: Coexistence of Digital Readiness and Institutional Uncertainty

The country's digital economy—among the largest and fastest-growing in Southeast Asia—creates strong incentives for the creation of efficient cross-border dispute resolution mechanisms (World Bank 2022).

On the legislative front, the arbitration regime is primarily governed by Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution, which applies to both domestic and international arbitration. The law sets out the basic rules governing the validity of the arbitration agreements (arts. 9–11), the procedural autonomy of the parties (art. 4(3)), and the enforcement of awards (arts. 59–69). It further stipulates, under art. 66, that foreign arbitral awards may be enforced in Indonesia provided that the country of origin is a contracting State to the 1958

New York Convention, which Indonesia ratified through the Presidential Decree No. 34 of 1981. This structure reflects a rather modern arbitration policy, aligned with international standards.

However, Law No. 30/1999 does not explicitly regulate online or virtual arbitration proceedings. No statutory provision addresses electronic communications, remote hearings, or digital issuance of arbitral awards. The only indirect legal foundation derives from art. 4(3), which allows parties to freely determine the arbitral procedure, provided that it does not contravene Indonesian public policy. This clause has been interpreted as permitting the conduct of arbitration through electronic means such as email exchanges, video conferencing, or digital evidence submission, when both parties consent (Brilliant et al. 2023, 4228). To compensate, Indonesian practice has traditionally relied also on the Electronic Information and Transactions Law (ITE Law No. 11 of 2008, as amended by Law No. 19 of 2016), which recognizes the validity of electronic documents and signatures and the admissibility of electronic evidence. Yet, the absence of explicit statutory recognition creates a zone of legal uncertainty for fully online proceedings and awards, particularly regarding authentication, finality, and enforceability.

As for institutional practice, the Indonesian National Arbitration Board (BANI) has started to modernize its procedures, as many other arbitral institutions, during the COVID-19 pandemic, by introducing online case management, electronic filings, and remote hearings (BANI 2025) even though these innovations emerged largely as emergency measures and are not yet backed by codified institutional rules on online arbitration processes or technical standards, leaving open questions of enforceability of outcomes (Herliana and Sujayadi 2023, 532). Parties often manage risks through contractual drafting or by selecting foreign seats with clearer online-arbitration practices, but these practical measures reflect the need for Indonesia to adopt clear institutional rules, as suggested by some scholars, specifically with regard to minimum technical standards for authentication and audit-trails, and to enhance judicial and arbitrator capacity (Herliana and Sujayadi 2023, 541).

When it comes to B2C e-commerce, online arbitration faces significant constraints. Under the Consumer Protection Law No. 8/1999, clauses mandating arbitration cannot undermine consumers' fundamental rights, and standard-form e-contracts cannot automatically bind consumers to arbitration without their explicit, informed, and voluntary consent. Consequently, while online arbitration is increasingly used in B2B contexts, its application in B2C e-commerce is limited, unless arbitration agreements are individually negotiated and clearly consented to (Larosa et al. 2023, 238).

Practical challenges also include uneven infrastructure across the archipelago, cybersecurity risks, software competence gaps and unequal digital literacy, which could represent material threats to the viability of online arbitration in Indonesia (Herliana and Sujayadi 2023, 532).

Looking forward, Indonesia's success in institutionalizing online arbitration will depend on regulatory clarification and institutional standardization. Clearer national law and BANI rules on remote hearings and electronic awards, uniform technical

standards for authentication and service, and targeted capacity-building for arbitrators are needed to overall enhance procedural legitimacy.

Comparative Remarks

The first and perhaps most evident outcome of analysis conducted above is the heterogeneity of the arbitration frameworks across the BRICS. Despite a shared political narrative aimed at endorsing digital trade and ODR, comparative evidence points to a mosaic of normative readiness, institutional innovation, and structural constraints. The diversity hereby discussed basically unfolds along the five key dimensions described in paragraph 3.

Arbitration frameworks and institutional maturity. All BRICS members recognize arbitration as a legitimate means of dispute resolution and have, to varying degrees, aligned their laws with the international standards set out by UNCITRAL instruments and the New York Convention. Yet, institutional maturity differs sharply. China, the UAE, and Egypt display advanced frameworks anchored in dynamic institutions as CIETAC, DIAC, and CRCICA, respectively, where arbitration is integrated into broader digital governance and procedural innovation. Brazil, South Africa, and India maintain robust legal foundations but face structural impediments, including judicial congestion and constitutional consumer safeguards that restrict pre-dispute clauses. Saudi Arabia and Russia embody State-centric models: they combine updated legislation with a high degree of State supervision, the former through Sharia compliance and the oversight of Enforcement Courts, and the latter by a strict licensing policy. Iran, Ethiopia, and Indonesia remain transitional, with institutional ecosystems and judicial capacity still developing.

Uneven recognition of online arbitration and virtual procedures. Recognition of online arbitration within BRICS jurisdictions generally stems from institutional practice rather than comprehensive legislation. China stands as the pioneer: its CIETAC Online Arbitration Rules and provincial e-arbitration platforms have normalized digital case management, virtual hearings and e-awards within a State-endorsed digital environment. The UAE follows closely, having codified electronic proceedings and remote hearings in the 2023 Amendment Law. Other countries have adopted a more ad hoc approach. Brazil, India, South Africa, and Egypt allowed online hearings during the pandemic but have yet to incorporate them into a stable statutory framework. Saudi Arabia's SCCA, Indonesia's BANI, and Iran's TRAC have begun experimenting with hybrid or remote proceedings, though doubts persist regarding authenticity, due process, and the enforceability of digital awards. In Ethiopia, the absence of explicit provisions in the 2021 Proclamation and limited judicial experience leave online arbitration largely theoretical.

Overall, legislative development lags behind technological practice. The lack of clear statutory rules concerning online consent, digital evidence, and e-award authentication continues to generate uncertainty—precisely the kind of unpredictability that undermines trust in arbitration when conducted online.

Enforcement gaps and divergent judicial attitudes. The judiciary's interpretative stance emerges as a decisive factor in determining the viability and credibility of online arbitration. All BRICS States are parties to the New York Convention, but their judicial attitudes toward electronic evidence, signature validity, and enforcement diverge sharply. While China, Brazil, and the UAE have developed increasingly pro-enforcement judicial cultures—recognizing electronic awards and online agreements—courts in Russia, India, and Iran remain cautious, often invoking public policy or procedural irregularities. The UAE stands out as the only jurisdiction allowing fully electronic filing of awards, eliminating the need for physical submission, and setting a regional benchmark for digital enforcement. In Saudi Arabia, enforcement of foreign awards is formally allowed under the 2012 Enforcement Law but is subject to Sharia compatibility and ministerial supervision as for the other Sharia-based countries, that is, Iran and the UAE. Moreover, Iran's judiciary, shaped by conservative evidentiary traditions, applies inconsistent standards to digital records, producing low predictability. Ethiopia and Indonesia face capacity constraints rather than doctrinal opposition: limited judicial training and procedural experience continue to delay the effective enforcement of online arbitration agreements and awards. Such critical issues remain one of the principal obstacles to a coherent BRICS-wide online arbitration regime.

Arbitrability of consumer disputes. A persistent paradox emerges between policy ambition and legal reality. While BRICS leaders consistently stress the strategic role of e-commerce, most if not all jurisdictions impose constitutional or statutory limits on binding consumer arbitration. Brazil, South Africa, India, and Egypt restrict pre-dispute clauses as incompatible with constitutional guarantees of access to justice; China and Russia require explicit post-dispute consent, whereas Saudi Arabia and the UAE adopt comparable restrictions, grounding them in Sharia principles and explicit statutory protections. In Iran, the law is silent, but doctrinal concerns over fairness (*adl*) and exploitation (*gharar*) discourage consumer arbitration in practice. Ethiopia excludes consumer matters altogether. As a result, online arbitration predominantly operates within B2B domains, leaving the rapidly expanding B2C sector largely outside its reach. It will be inevitable, for these types of disputes, to require other ODR means for their resolution more capable to meet constitutional safeguards and consumer protection, such as mediation.

Digital divides and geopolitical constraints. Technological disparities strongly condition the feasibility of online arbitration. China and the UAE operate with high digital penetration and institutionalized e-governance; Brazil, India, and South Africa exhibit uneven digital literacy and connectivity, particularly in rural or peri-urban areas. Ethiopia's infrastructural deficits—low internet penetration, unstable electricity, and limited digital literacy—represent the most severe constraint, while Indonesia's geography amplifies disparities in access. These material inequalities not only affect procedural efficiency but also raise due process concerns when parties lack equivalent digital capabilities. Political context and external positioning further influence online arbitration's credibility. Russia's geopolitical isolation and Iran's sanctions regime complicate cross-border recognition of awards and data exchange, impeding interoperability. By contrast, the UAE, Saudi Arabia,

and Egypt have leveraged international integration to attract foreign users and align domestic frameworks with global standards. Such divergences illustrate that the sustainability of online arbitration depends as much on geopolitical legitimacy as on legal design.

Conclusion

The comparative analysis of online arbitration in the BRICS countries confirms an anticipated constellation of overlapping challenges and opportunities. Across the group, arbitration has been formally embraced, and digitalization is advancing, yet the pace and direction of reform remain uneven. Some jurisdictions—most notably China, the UAE, and Egypt—have emerged as leaders in institutional innovation, while others, such as India, Brazil, and South Africa, continue to grapple with judicial bottlenecks and restrictive consumer-protection regimes. Saudi Arabia and Iran highlight the doctrinal constraints of Sharia-based review, whereas Ethiopia and Indonesia demonstrate how infrastructural and institutional limitations can constrain even well-intentioned reforms. These divergences do not merely reflect different legal traditions but also deeper structural inequalities in access to technology, institutional capacity, and global integration. However, as this chapter has sought to demonstrate, diversity should not be understood as a limitation per se, but rather as a constitutive feature of the BRICS cooperation model and a potential source of strength. In this perspective, the central challenge is not to eliminate diversity, but to manage and translate it into functional coordination. Besides, certain points of convergence among BRICS already exist and should not be overlooked, such as the widespread adoption of UNCITRAL-inspired legislation, recognition of electronic signatures, and the growing role of arbitral institutions as laboratories for digital experimentation. This mixture of fragmentation and convergence sets the stage for collective solutions.

As highlighted in the introduction to this work, the role of legal language and communication becomes crucial. Online arbitration, by its very nature, operates through digital interfaces that mediate legal interaction across jurisdictions. This requires not only formal legal compatibility, but also a degree of semantic and linguistic interoperability among users. Differences in legal terminology, evidentiary standards, and procedural concepts may hinder mutual understanding, yet they also invite the development of shared vocabularies and interpretative frameworks. In this sense, language—whether human or machine-mediated—emerges as a central dimension of dispute resolution. The future of online arbitration will thus depend not only on legal harmonization but also on the capacity to build a shared yet plural communicative infrastructure (Halpin and Roeben 2009, 6–8) in which artificial intelligence might play a mediating role between diverse legal cultures, with due caution.

If the BRICS are serious about operationalizing their collective commitment to strengthen trust in e-commerce and develop ODR mechanisms, as repeatedly affirmed in recent Summit declarations, they must now translate these shared

aspirations into coordinated policy action. A first priority should be the articulation of common minimum standards for online arbitration, grounded in existing UNCITRAL instruments, Arbitration Rules, and the Technical Notes on ODR. These standards should address the validity of electronic arbitration agreements, authentication of e-signatures, admissibility of digital evidence, and recognition of electronic awards. While national variations will inevitably persist, a BRICS-endorsed baseline would reduce uncertainty and promote the mutual enforceability of awards across jurisdictions. Equally important is the strengthening of institutional cooperation. As the country analysis has shown, arbitral institutions—not the legislatures—have been the primary engines of digitalization. The creation of a network of BRICS arbitral centers, built on the groundwork of the BRICS Legal Forum, could consolidate expertise, harmonize online case-management protocols, and pilot low-value e-commerce dispute schemes. Established centers such as DIAC, CRCICA, SCCA, and the Guangzhou Arbitration Commission could act as anchors, supporting capacity-building for emerging institutions in Ethiopia and Indonesia.

Policy coordination must also address systemic disparities. For countries facing infrastructural divides—such as Ethiopia, South Africa, India, and Indonesia—investments in connectivity and digital inclusion are essential to guarantee procedural equality. In Sharia-based jurisdictions like Saudi Arabia and Iran, doctrinal concerns over authenticity and evidentiary validity could be mitigated through certified e-signatures, secure local servers, and procedural rules aligned with Islamic evidentiary principles. Meanwhile, judicial training and cross-border judicial dialogues are crucial to ensure consistent recognition of electronic awards, reducing delays and reluctance in enforcement.

Finally, but maybe most importantly, the BRICS should put some efforts into building a true identity in online arbitration. In such a manner, the BRICS could position themselves as norm-makers (instead of norm-takers) by drafting a “BRICS Principles on Online Arbitration,” a soft-law instrument setting out best practices for digital hearings, data protection, cybersecurity, and inclusiveness. Such an initiative would not only facilitate intra-BRICS dispute resolution but also offer the Global South a model that is responsive to developmental realities, working in parallel to and complementarily with the UNCITRAL instruments.

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