THE CONSTRUCTION DISPUTES LAW REVIEW

Editor
Hamish Lal

THE LAWREVIEWS

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CONTENTS

PREFACE

The number of construction disputes is increasing and thus *The Construction Disputes Law Review* arrives with perfect timing. A number of textbooks on construction law cover the same general legal topography and do so in a similar format constructed around national case law or local rules. This book is different because it recognises the jurisprudential importance of comparative analysis of the key problems in international construction law. This area is complex. International construction law creates a blend of legal questions and there is naturally a high demand for answers. This book seeks to fulfil that demand. Whether the reader is a company executive, a private practitioner, an in-house counsel or an arbitrator, I hope very much that this first edition will prove useful in navigating the complex world of international construction law. In that context, I extend warmly my gratitude to the contributors from some of the world's leading law firms who have given such valuable support and cooperation in the preparation of this work.

The *Review* is not intended to be an exhaustive guide to case law and legislation. It covers comprehensively all aspects of international construction law but does so with a much greater emphasis on the practical aspects and the practical implications of the case law, statutes and procedures. My thinking was to provide an authoritative, clear and accessible text on construction law to assist both those who draft international construction contracts and those who deal primarily with dispute resolution (whether statutory adjudication, mediation, arbitration or litigation). We have focused on time bars as condition precedent to entitlement; right to payment for variations and varied scope of work; concurrent delay; suspension and termination; penalties and liquidated damages; defects correction and liabilities; bonds and guarantees; and overall caps on liability. These topics very often form the battleground in disputes and are constantly in legal flux. For example, the Singapore Court of Appeal in *CAJ v. CAI*[1] recently provided more guidance on apportionment in the context of concurrent delay to completion.

I express, once again, my gratitude to all the excellent contributors from all the jurisdictions represented in *The Construction Disputes Law Review*. Their biographies can be

1 *CAJ v. CAI* [2021] SGCA 102.

found in Appendix 1 and these highlight the wealth of experience and learning from which we are fortunate enough to benefit. I also thank the team at Law Business Research, who have excelled in managing and helping to deliver a project of this size and scope.

Hamish Lal
Akin Gump Strauss Hauer & Feld LLP
London
December 2021

Chapter 1

BAHRAIN

Mazin Al Mardhi and Dana Marshad[1]

I INTRODUCTION

Given the considerable economic development experienced in Bahrain over the past 30 years and the Bahraini governments' aspirations to achieve the goals of Vision 2030, the construction industry has witnessed considerable growth in recent years. As a result, construction law practitioners are generally thriving throughout the region in respect of both contentious and non-contentious work.

With respect to the legal framework governing construction disputes, Bahrain's Legislative Decree No. 19 of 2001 (the Civil Code) remains the primary source of law, containing provisions specific to the interpretation of *muqawala* (construction) contracts.

Construction-related disputes form a significant portion of the cases heard by both national courts and alternative dispute resolution platforms, particularly through arbitration. The popularity of International Federation of Consulting Engineers (FIDIC) standard form contracts among industry professionals in the region has inevitably led to arbitration becoming an increasingly common forum for the resolution of construction disputes.

II YEAR IN REVIEW

Bahrain is a civil law jurisdiction and as such court judgments do not automatically form legal precedent as they would in common law jurisdictions such as the United Kingdom. Equally, court judgments do not automatically become public knowledge and often take some time before being disclosed.

That said, a noteworthy judgment was issued by the Court of Cassation upholding an International Chamber of Commerce arbitral award whereby a contractor facing substantial liquidated damages (LDs) for late delivery of works was able to avoid all liability on the basis that loss was not actually suffered by the party imposing the LDs. The decision enforced the discretionary powers afforded to courts and arbitral tribunals not only to adjust the value of LDs but also to remove them altogether where the defaulting party can establish that the damages are grossly disproportionate to the actual loss suffered.

From a common law perspective, pre-agreed LDs are not subject to any such review or determination by the courts irrespective of whether actual damage was suffered or not. Given the nature of LDs arising from a valid agreement between the parties, some may consider the court's ability to determine whether such damages are payable as excessive and contrary to the fundamental principles of freedom of contract.

1 Mazin Al Mardhi is a senior associate and Dana Marshad is an associate at Charles Russell Speechlys LLP.

However, shariah law principles relating to damages and prevention of harm justify the discretion afforded to the civil courts to ensure that damages are not grossly disproportionate to the loss or harm suffered by a non-defaulting party. One must draw an important distinction between LDs and penalties that are not subject to the same provisions of the Civil Code allowing further determination or adjustment by the courts.

III COURTS AND PROCEDURE

Bahraini civil courts have the power to settle construction disputes referred by parties, and to issue interim measures in the context of both litigation and arbitral proceedings. The role of the courts in respect of arbitration is generally supervisory insofar as the court may determine applications to set aside and ratify arbitral awards. Civil courts may also appoint arbitrators upon application by a party.

Ratification of arbitral awards by the High Civil Court is a necessary precondition for enforcement of any arbitral award. Where the jurisdictional challenges are filed with a tribunal during the course of arbitration, the civil court has jurisdiction to hear further appeals against any partial or final award wherein the tribunal has delivered a ruling on its own jurisdiction. The High Civil Court's judgment on any such appeal is not subject to further appeal.

Additionally, civil courts are empowered to issue orders for interim measures at any stage of arbitral proceedings upon the application of a party. Such applications are *ex parte* and commonly filed with the courts of urgent matters to obtain an expedited decision that is immediately enforceable.

i Fora

The civil courts are six-tiered:

a the courts of minor causes;
b the courts of execution;
c the courts of urgent matters;
d the High Civil Court;
e the Court of Appeal; and
f the Court of Cassation.

Unlike certain foreign jurisdictions such as the United Kingdom, Bahrain has no specialised courts empowered to determine construction disputes.

Judges are not required to have particular expertise in construction matters. As such, matters requiring technical or specialist knowledge are very often referred to court-appointed experts for assessment and evaluation. Generally, courts rely heavily on court-appointed expert reports for the determination of cases to the extent that claims relate to technical or industry-specific knowledge.

Certain high-value commercial claims (including claims arising in relation to construction disputes) fall under the jurisdiction of the Bahrain Chamber for Dispute Resolution (BCDR). Cases falling within the jurisdiction of the BCDR must satisfy at least one of the following criteria:

a the claim value must exceed 500,000 Bahraini dinars;
b at least one party must be a financial institution licensed by the Central Bank of Bahrain; or

c the dispute must be of an international commercial nature (i.e., a substantial part of the commercial obligations must be carried out outside Bahrain or the dispute be located outside Bahrain).

ii Jurisdiction

National courts have jurisdiction to hear construction disputes, or any other disputes for that matter, unless the parties have excluded this jurisdiction by way of written agreement prescribing an alternative dispute resolution mechanism.

The requirements for the recognition and enforcement of any such agreement are stipulated within the Civil and Commercial Procedures Law[2] and the Arbitration Law,[3] which mirrors the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration (the UNCITRAL Model Law). Civil courts will uphold such agreements provided that they are validly executed in accordance with the provisions of the aforementioned laws.

iii Procedure rules

The procedural rules that govern construction disputes are found in the Bahrain Civil and Commercial Procedures Law. One should consider the following general rules of procedure when filing a claim with the courts:

a All court proceedings are conducted in Arabic language. As such, any documents submitted to the courts must be translated into Arabic by a licensed translator. Notwithstanding this, Article 4 of Legislative Decree No. 27 of 2021 amending some provisions of the Judicial Law issued by Decree No. 42 of 2002 recently noted that the court is able to hear the statements of litigants or witnesses who do not speak Arabic through a translator who shall take an oath to tell the truth. Further, parties to a dispute may, before filing a lawsuit, agree in writing to choose one of the languages approved for use by the courts. The Minister of Justice, Islamic Affairs and Endowments is due to issue an edict specifying the languages other than Arabic that can be used in the courts.[4]

b The litigation process is similar across the various circuits of the civil courts, with proceedings commencing on submission of the claimant's application to the competent court in the form of a statement of claim to the Case Registration Department and payment of the applicable case registration fees online.

c Judgments issued by the first instance court may be appealed to the Court of Appeal and the Court of Cassation, which is the highest court. The general time frame for filing an appeal is 45 days from the date that the other party is notified of the relevant judgment subject to the appeal.

d The right to appeal is lost if a party fails to appeal a judgment within the permitted time frame.

2 Decree No. 12 of 1971 concerning the Bahrain Civil and Commercial Procedures.

3 Law No. 9 of 2015.

4 The edict will note the mechanism and scope of application for cases where it is possible to agree on the use of a language other than Arabic according to their value, subject matter or parties, and the terms of that agreement, in addition to the requirements that must be met in the language of the contract in dispute and the rules regulating translation and hearing of witnesses (see Article 4 of Legislative Decree No. 27 of 2021 amending some provisions of the Judicial Law issued by Decree No. 42 of 2002).

e Parties may apply for the enforcement of precautionary measures to protect the status quo prior to the delivery of a final judgment, subject to certain conditions being satisfied for the justification of such measures (e.g., precautionary seizure or freezing of assets) pending resolution of the dispute in question.

Where precautionary measures are requested prior to the initiation of substantive proceedings in respect of the merits of the case, a court of summary proceedings may grant such request subject to the requesting party commencing proceedings before the competent court within eight days of the order for precautionary measures being issued. In the event the requesting party fails to do so, the precautionary measure would be automatically lifted upon expiry of the eight-day period.

IV ALTERNATIVE DISPUTE RESOLUTION

The two most common forms of alternative dispute resolution (ADR) adopted in the construction industry are arbitration and mediation.

i Arbitration

Bahrain's Arbitration Law, which is for all intents and purposes the UNICTRAL Model Law, applies to:

a arbitration seated in Bahrain (unless agreed otherwise); and

b arbitration seated outside Bahrain where the parties have agreed to apply the Arbitration Law.[5]

Bahrain acceded to the New York Convention (1958) in 1988 as well as the 1966 Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (the ICSID Convention). Since adopting the UNCITRAL Model Law as its substantive arbitration law, Bahrain has further aligned the standard and quality of arbitral proceedings with best international practice.

To foster the legitimacy of arbitration and enforcement of arbitral awards, the highest courts of Bahrain apply a non-interventionist approach to arbitral awards, treating it as final and binding except in exceptional circumstances. The High Court on its own initiative will set aside the award if:

a the matter cannot be settled by way of arbitration;

b the award contradicts morality or public policy;

c procedural irregularities (for instance, the tribunal was not constituted as required under the arbitration agreement or Bahraini law); and

d lack of a valid arbitration agreement.

Where any aspect of a construction dispute relates to matters of criminal activity or public policy, such matters are reserved exclusively for national courts and may not be subject to arbitration without exception.

5 See Article 1(1) of the Arbitration Law.

ii Mediation

Bahrain recently passed Legislative Decree No. 22 of 2019 relating to dispute settlement by mediation (the Mediation Law). The Mediation Law covers construction disputes as they fall within the scope of 'civil and commercial dispute'.

Under the Mediation Law, parties are free to appoint their own mediator or alternatively appoint a certified mediator registered at the Ministry of Justice (MOJ). In the event of disagreement, the parties may refer to the president of the High Civil Court to appoint a certified mediator at the MOJ. Mediation may be conducted before the BCDR subject to specific rules of conduct or such other rules as agreed by the parties.

V CONSTRUCTION CONTRACTS

Because of the covid-19 pandemic and other adverse market conditions, projects have generally suffered from cash flow problems, resulting in a rise in the encashment of 'on demand' bonds across the region.

Increasingly in arbitration proceedings, employers or main contractors attempt to recoup liquidity shortfalls from contractors or subcontractors, simply because they can. A party simply needs to request the bank to release the value guaranteed without having to prove fault and regardless of any objections raised by the party issuing the bond. The bank is only required to adhere to the specific terms of the performance bond to ascertain whether the call is actionable.

In theory, liquidation of a bond may be prevented after a call is made, by way of a court order for an injunction. However, in practice, applications of this kind rarely succeed for a number of reasons. In particular, the bank is contractually under an obligation to release the funds without delay.

Normally, the bank would notify the issuing party of the call as a matter of courtesy prior to releasing payment. As such, the window to secure an injunction order is extremely limited and such orders may take two to five days to issue, subject to the strength of the application and consideration of the judge.

Before issuing an injunction or freezing order, the court must be satisfied that the circumstances justify an action of this kind. Such orders are generally granted where a party can demonstrate that the call on the bond was highly prejudicial to the party's rights or ongoing formal dispute resolution proceedings relating to the bond or underlying claims; or clearly made in bad faith or in connection with demonstrable fraud.

Contract interpretation

Construction contracts are not subject to interpretation in a manner different from other commercial agreements governed by the provisions of the Civil Code.

This is to say that where the parties have expressed their commercial terms in a clear manner, the terms must be interpreted in accordance with their ordinary meaning and with due regard to the customs and practices of the industry in question.[6] Where uncertainty exists and the true intention of the parties cannot be easily determined, then it is necessary

6 Article 125(a) of the Civil Code; Bahraini Court of Cassation in Challenge No. 824 J.Y. 2017; and Bahraini Court of Cassation Challenge No. 519 J.Y. 2008.

to 'ascertain the common intention of the parties and go beyond the literal meaning of the words, taking into account the nature of the dealing and what it must embody in terms of trust and honesty and in accordance with existing customs in such dealings'.[7]

As such, pre-contract documents such as heads of terms and the conduct of the parties may be considered when interpreting the common intentions.

The Cassation Court decided that, in interpreting documents, it must consider all phrases in their entirety guided by the principle of Article 125(b) of the Civil Code. If the ambiguity is due to the phrase having more than one meaning, it is prudent to interpret it in a manner that suits the nature of the contract.[8]

Moreover, the notion of implied terms is codified under Article 127 of the Civil Code. Essentially, a contract is not limited to the express terms but also includes everything that according to law, custom and equity is deemed, in view of the nature of the obligation, to be necessary to the contract, taking into consideration custom and usage, requirements of equity, nature of business, good faith and honesty. Therefore, implied terms enhance the express terms of the contract rather than contradict or override them.

VI COMMON SUBSTANTIVE ISSUES AND REMEDIES

The most common categories of claims adjudicated in construction disputes include:

a prolongation claims for delay, disruption and associated costs;
b variations to the scope of works;
c poor workmanship or defective works; and
d consequential and liquidated damages.

With respect to the substantive issues often raised in the context of construction disputes, the following issues are frequently adjudicated upon.

i Time bars as condition precedent to entitlement

Generally, courts have the power to consider the application of time-bar provisions with discretion and flexibility on a case-by-case basis.

Where it is evident that a strict interpretation of a time-bar provision would prejudice the contractor's right to pursue legitimate claims or recover its substantiated entitlements, the contractor may avail of certain provisions of the Civil Code, including:

a Article 28(c), which provides that the exercise of rights is unlawful where the benefit of the rights is disproportionate to the harm caused to another party;
b Articles 182 and 183 concerning unjust enrichment; and
c Article 129 requiring parties to execute their contracts in accordance with the principle of good faith.

Accordingly, an employer may be prevented from relying on a contractual time bar to avoid having to pay the contractor for works executed if:

a the sole breach is the lateness of the contractor's claim;

7 Article 125(b) of the Civil Code and Bahraini Court of Cassation in Challenge No. 520 J.Y. 2017.
8 Bahrain Court of Cassation Challenge No. 355 J.Y. 2012.

b the employer was made aware of the contractor's intention to raise such a claim despite the contractor's failure to meet the contractual time-bar deadline; or

c the delay was actually a breach on the part of the employer.

The approach taken by the courts with respect to the application of time-bar provisions and the consequences of failing to adhere to these is aligned with the approach adopted in the 2017 FIDIC suite of contracts.

In particular, note that, under Clause 20.2.1, the failure to notify an initial claim or provide full particulars within the time prescribed does not necessarily result in the failure of the claim. FIDIC contracts afford the engineer discretion to waive these requirements in special circumstances. Similarly, the courts have discretion to permit the advancement of legitimate claims for entitlement notwithstanding a failure to comply with time-bar provisions.

ii Right to payment for variations and varied scope of work

Where variations are carried out pursuant to employer instructions, the contractor's right to payment is generally safeguarded by the courts. With due regard to the overall intention of the parties and objective of the contract, the courts will consider whether any failure to adhere to strict notice requirements is sufficiently material to dismiss claims for payment. It is rarely the case that legitimate claims for payment in respect of varied works are dismissed for this reason, even in circumstances where formal procedures are not strictly complied with.

The success of claims for payment for variations depends on the quality of records evidencing the employer's or engineer's instruction and the value of the varied works delivered. Where variation costs are disputed, courts will often appoint an expert to assess the prevailing market prices and recommend costs payable.

iii Concurrent delay

Under Bahraini law, the concept of concurrent delays and the prevention principle do not exist.

The prevention principle is not defined within Bahraini law or formally recognised by the courts. When determining the impact of concurrent delays on prolongation (or other) claims, the courts will adopt a flexible approach for the apportionment of liability with due regard to the principles of contributory negligence pursuant to Article 217 of the Civil Code.

If the court is satisfied that contributory negligence played some part in exacerbating the harm caused, it may also rely on other provisions of the Civil Code to justify an appropriate apportionment of liability:

a Article 87 provides that 'A party who has committed a mistake cannot take advantage of the mistake in a manner contrary to the principles of good faith.'

b Article 28(b) provides that an exercise of a right shall be unlawful where it aims to achieve an unlawful interest. A contractor seeking to avoid or reduce its exposure to liquidated damages in circumstances where concurrent delays have occurred may avail of this provision; for instance, arguably, the employer would be exercising an unlawful right if the employer had also contributed to the delay.

iv Suspension and termination

With respect to a party's right to suspend the performance of its obligations, courts do not consider the act of suspension to be cancellation or rescission of the contract, which would require specific notice. Exercising a right to suspend may be done unilaterally, even where the contract does not provide for particular conditions warranting suspension.

Courts will consider whether a party's right to suspend performance is lawful in light of the overriding principle of good faith and whether the breach of a mutual obligation is sufficiently material to justify suspension.

Where costs are incurred by the non-suspending party as a result of the suspension, the suspending party will not be liable for these as damages if the non-suspending party's mutual obligation has not been satisfied.

On the other hand, the right to exercise termination is treated differently by the courts. Unless expressly agreed otherwise, parties may not unilaterally terminate a contract. A party must apply for a court order declaring termination of the contract – a practice that is fairly unique to the region. This is not to say that parties may not agree on events that lead to termination of a contract; however, the termination must be enforced by way of either mutual consent or court order.

Where a party commits a material breach of its obligations and is served with notice of the breach by the non-defaulting party, the courts will first consider whether specific performance is possible for the defaulting party to remedy its breach.

Where performance is no longer possible, the non-defaulting party may seek rescission of the contract and claim damages that arise as a natural result of the breach,[9] in which case the courts will aim to restore the innocent party to the position it was in before the contract was entered into.

The courts have the power to grant the debtor a remedial period to meet its obligations (applicable to the circumstances). The court may also reject the application for rescission, if the obligation that was unperformed by the debtor is insignificant compared with the overall obligations under the contract.[10]

v Penalties and liquidated damages

Notwithstanding that courts may be satisfied that pre-agreed liquidated damages are a genuine and reasonable pre-estimate of damages, the courts have discretionary power to modify the amount of the damages where the costs of the actual damage suffered are grossly disproportionate to the liquidated damages prescribed by contract.[11]

The burden of proof lies with the defaulting party to prove that the harm actually sustained by the claimant is grossly disproportionate, as opposed to the claimant proving the extent of damage or loss incurred. The courts will not be willing to adjust the level of liquidated damages where the difference between the LDs imposed and the actual harm suffered is not considerable. The courts' approach is aligned with the overriding principle stemming from shariah law that a harm must be suffered for compensatory damages to become payable.

9 Article 140 of the Civil Code.

10 Article 140(b) of the Civil Code.

11 Article 226 of the Civil Code.

vi Defects correction and liabilities

Where disputes arise in relation to defective works or allegations thereof, the courts adopt an objective and factual approach, normally assisted by court-appointed experts to assess the veracity of the allegations. Experts will assess the extent of defective work against contractual specifications, including any fit-for-purpose provisions in their assessment, and the courts will more often than not uphold the expert's findings.

Where the works in question are particularly complex, construction practitioners will generally include arbitration agreements in their contracts to benefit from the industry-specific knowledge of reputable arbitrators and experts. The practical difficulties of translating highly technical documents from English to Arabic can also be problematic at best.

The doctrine of decennial liability (which is a form of statutory liability) as defined in Articles 615 to 620 of the Civil Code provides that contractors and engineers are jointly and severally liable for any collapse or defect, either in whole or in part, of buildings or fixed structures constructed by them, for a period of 10 years from the delivery of the works.

The scope of decennial liability extends to (1) the total or partial collapse of the works; and (2) any defect that threatens the stability or safety of the work. This liability may not be excluded or limited by way of agreement.

Architects may also be held liable where defects threatening the safety or stability of the building are found to be the result of a faulty design or in circumstances where the architect supervised the works.[12]

Generally, actions in respect of decennial liability shall not be heard after the lapse of three years from the date of the collapse of the works or discovery of the defect.

vii Overall caps on liability

Civil liability is a matter of contract or tort subject to Bahraini law.

Unlike contractual liability, tort-based liability for wrongful acts that cause harm (such as gross negligence, fraud or wilful misconduct) may not be subject to limitation by agreement of the parties. Any agreement purporting to provide exemption from liability for a wrongful or harmful act is null and void. Tort-based liability is also much wider than contractual liability as it may give rise to both foreseeable and unforeseeable damages, whereas contractual liability does not include unforeseeable damages.

Tort-based liability must be established on the basis of a breach of duty imposed by the law, loss or harm sustained by a party, and causation between the breach and harm suffered.

Contractual liability, on the other hand, is subject to freedom of contract and consent. As such, liability caps may be agreed and are enforceable by the courts. However, certain exceptions are found within the Civil Code; for example, limitation of liability clauses will generally not be upheld in respect of infringement of intellectual property rights.

12 Article 616(a) of the Civil Code.

VII OUTLOOK

The enforceability of *force majeure* clauses across the construction industry and other sectors in Bahrain became one of the substantive issues adjudicated by national courts and arbitral tribunals over the course of the past year. The restriction on movement of materials, equipment and personnel has inevitably had a severe impact on projects, causing severe delay and disruption, hence the surge in *force majeure* claims.

Notwithstanding the above, courts witnessed an increasing number of cases where contractors have adopted a somewhat lax approach when particularising their *force majeure*-related claims on the basis that the general impact of government-imposed measures is undeniable. As such, many practitioners failed to appreciate that the standards of evidence for substantiation of such claims had not changed from a judicial standpoint.

The courts have generally responded to *force majeure* claims with the same levels of scrutiny previously demonstrated prior to the covid-19 pandemic, which is an approach welcomed by most construction practitioners. For example, where contractors filed claims deficient of fully substantiated delay or quantum analysis, or both, to justify claims for delay and disruption, the claims failed.

One of the key concepts in each of the civil codes is *pacta sunt servanda*, which translates as 'the agreement shall govern the parties; any failure to adhere to the terms of an agreement will be considered a breach'. However, the principle of freedom of contract must be reconciled with that of good faith in the construction and performance of a contract.

With due consideration to both the aforementioned principles, *force majeure* provisions are enforceable through the courts. However, it will be for each party to prove that the specific events in question fulfil the contractual criteria, and to substantiate the impact and harm suffered as a result.

Appendix 1

ABOUT THE AUTHORS

MAZIN AL MARDHI

Charles Russell Speechlys LLP

Mazin Al Mardhi's primary area of practice is construction engineering and projects, covering both contentious and non-contentious work for clients based across the Middle East.

Mazin is a senior associate in the firm's Middle East offices, where he is a member of the construction, engineering and projects team. Mazin acts for a range of clients primarily based in the member states of the Gulf Cooperation Council, in relation to various business sectors, including construction and engineering, industrial manufacturing, general trading, insurance and hospitality. These clients range from multinational construction companies, manufacturing and technology companies, and hotel operators to reputable family business owners, as well as high net worth individuals.

More recently, Mazin has focused his practice on construction disputes under arbitration. Mazin has acted for clients in high-value disputes conducted by the ICC, LCIA, DIFC-LCIA, DIAC and ADCCAC, providing all-inclusive legal services. Mazin also works closely with local advocates and litigators on contentious matters before the national courts of the United Arab Emirates and Bahrain.

Mazin is qualified to appear before Bahraini courts and is fluent in both English and Arabic.

DANA MARSHAD

Charles Russell Speechlys LLP

Dana Marshad advises on all aspects of commercial real estate, as well as construction, covering both contentious and non-contentious work for clients based primarily in Bahrain and the United Arab Emirates.

Dana is a member of the firm's construction, real estate and engineering and projects team. She assists international and local companies on various commercial real estate and construction matters (both contentious and non-contentious).

Prior to qualifying, Dana worked on various construction projects during her training in London. She assisted in reviewing standard form building contracts, drafting consultant appointments as well as preparing advice in relation to a number of issues such as contractor or subcontractor delays, employer claims and termination.

More recently, Dana has been actively involved in drafting project community documentation, as well as commercial leases. Moreover, she has also been involved in assisting with reviewing and amending regionally recognised construction contracts such as the FIDIC 1999 and 2017 suites.

Dana is admitted to practise in England and Wales and is in the process of securing her Bahraini qualification.

Dana is fluent in both Arabic and English.

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