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Ad-Hoc Arbitration under Iran's IPC Regime: Procedural Rules, Legal Constraints, and Practical Implications

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Abstract

Iran's petroleum sector increasingly relies on arbitration as the principal mechanism for resolving disputes arising under Iran Petroleum Contracts (IPCs), particularly within complex and high-value exploration and production (E&P) operations. This article provides an in-depth doctrinal and comparative analysis of the ad-hoc arbitration framework established in Appendix P of the IPC, demonstrating how its structure blends UNCITRAL-based procedural norms with Iran's unique constitutional, statutory, and administrative constraints. By examining the interaction between LICA, the Civil Procedure Code, ministerial instructions, and the constitutional approval requirement under Article 139, the study identifies significant procedural, jurisdictional, and enforceability challenges that shape arbitration practice in Iran's upstream sector. The article further evaluates the IPC's multi-tier dispute resolution architecture, amicable settlement, ADR, Petroleum Ministry Instruction, and arbitration, and assesses its alignment and divergence from international energy arbitration standards. Drawing on comparative insights and recent case law developments, the article concludes with targeted recommendations to enhance legal certainty, reduce

arbitrability risks, support institutional modernisation, and improve the overall effectiveness of dispute resolution mechanisms in Iran's petroleum industry.

Keywords: Iran Petroleum Contract (IPC) ; Oil and gas dispute resolution ; multi-tier dispute resolution ; Iran oil and gas sector ; international commercial arbitration

1. INTRODUCTION

Iran's oil and gas sector constitutes one of the world's most substantial hydrocarbon reservoirs, positioning the country as a critical actor in global energy markets. Exploration and production (E&P) fields are central to Iran's long-term petroleum strategy, and their development requires contractual frameworks capable of addressing sophisticated operational, fiscal, and technical risks. Against this backdrop, Iran Petroleum Contracts (IPC) function not merely as commercial instruments but as regulatory mechanisms that define the rights and obligations of contractors operating in a highly state-controlled sector.

Disputes arising from IPCs, often involving complex engineering issues, cost recovery mechanisms, production targets, and sovereign risk, require a dispute settlement structure that can reconcile Iran's domestic legal imperatives with international expectations of neutrality, enforceability, and procedural fairness. Arbitration, and in particular ad-hoc arbitration, is therefore the preferred and final dispute resolution method for upstream petroleum disputes in Iran (Aceris Law LLC 2017; Global Legal Post 2025). This preference mirrors global industry practice, where arbitration is considered the standard mechanism for resolving disputes in long-term, capital-intensive petroleum projects due to its procedural flexibility, confidentiality, and expertise-driven adjudication (ICLG 2025).

The IPC's ad-hoc arbitration mechanism, contained in Appendix P of the IPC Contract, adopts a hybrid procedural design. It incorporates the structure and the UNCITRAL-influenced Arbitration Rules, widely recognized as the most globally accepted procedural model for international commercial arbitration (UNCITRAL 2021; Van Hof 1991). However, unlike many jurisdictions that adopt the UNCITRAL Rules in full, Iran integrates them selectively and subject to mandatory sovereign controls, reflecting its constitutional architecture, public law safeguards, and national interest considerations. Key among these controls is Article 139 of the Constitution, which imposes approval requirements for arbitrating disputes involving state property, an element that has no direct parallel in most other major energy-producing jurisdictions (Hafez Virjee & Granier 2025; Aceris Law LLC 2017).

This dual orientation, looking outward toward international norms, yet in-

ward toward constitutional and administrative constraints, creates a distinctive Iranian arbitration landscape. The legal tension is particularly visible in areas such as arbitrability (due to Article 139 approval requirements); governing law (mandatory application of Iranian law under IPC Article 41); damages (prohibitions on indirect, speculative, or punitive damages); judicial oversight (CPC-based review for domestic cases versus LICA-based review for international ones); and enforcement (sanctions, sovereign immunity, and asset-protection strategies impacting New York Convention execution abroad) (Global Arbitration Review 2025).

The IPC's multi-tier dispute resolution structure further reinforces the state's sovereign interest in maintaining oversight over petroleum disputes. Before arbitration becomes available, the IPC requires (a) senior management negotiation; (b) alternative dispute resolution (ADR), and (c) ministerial review under Instruction No. 20/2-1010 (2022); (d) arbitration

This escalation system reflects modern international petroleum contracting practices, which increasingly mandate structured negotiation and ADR to prevent premature or unnecessary resort to arbitration (Molla Ebrahimi & Arfania 2020; ICLG 2025). However, the Iranian model adds an additional administrative layer—mandatory ministry-level review—which is more characteristic of regulatory oversight than private commercial dispute design (Jus Mundi 2025; Global Legal Post 2025).

The present article examines these dynamics in depth. It analyses the full IPC dispute resolution architecture, from negotiation to final arbitration, and evaluates how these mechanisms operate at the intersection of international arbitration standards, Iranian statutory frameworks, and constitutional limitations. Through doctrinal examination, comparative analysis, and reference to contemporary Iranian and international case law, this article seeks to clarify procedural ambiguities in the IPC arbitration mechanism; identify jurisdictional and enforcement risks arising from Iran's dual legal framework; examine the practical implications of Article 139 and sovereign oversight; and to offer Offer actionable recommendations for contract drafters, arbitrators, counsel, and policymakers operating in Iran's upstream petroleum sector.

In doing so, this study contributes to the broader understanding of how resource-rich jurisdictions, particularly those with strong constitutional or public law constraints, adapt international arbitration norms to safeguard sovereign interests while remaining commercially competitive in the international energy market (Hafez Virjee & Granier 2025).

2. LEGAL FRAMEWORK FOR INTERNATIONAL ARBITRATION IN IRAN

2.1 Statutory Foundations

Iran's arbitration framework rests on a dual statutory regime, reflecting the country's broader legal architecture that distinguishes between domestic and international commercial relations. The two primary sources governing arbitration are (a) the Law on International Commercial Arbitration (LICA, 1997), applicable to international commercial disputes, and (b) Chapter 7 of the Civil Procedure Code (CPC), governing domestic arbitration.

A. LICA as Iran's International Arbitration Statute

Enacted in 1997, LICA represents Iran's most significant legislative step toward harmonising its arbitration laws with international standards. Numerous scholars and practitioners note that LICA is influenced by 1985 UNCITRAL Model Law, evidencing Iran's attempt to create an arbitration environment compatible with global commercial expectations (Global Legal Post 2025; UNCITRAL 2021). The adoption of core features such as (a) competence–competence (tribunal decides its own jurisdiction); (b) party autonomy in appointing arbitrators; (c) limited judicial intervention, and (d) procedural flexibility, places Iran among jurisdictions that have consciously aligned themselves with internationally recognised arbitration principles (Jus Mundi 2025).

This alignment is strategically important given Iran's participation in major international energy and commercial markets, where foreign investors are highly sensitive to the neutrality and predictability of dispute resolution mechanisms (Aceris Law LLC 2017).

B. Narrow Definition of "International Arbitration"

Despite its modern structure, LICA adopts a narrow and atypical definition of "international arbitration." Under Article 1(b), arbitration is considered international solely when one of the parties is not an Iranian national at the time of concluding the arbitration agreement (Kamyar Oladi & Rezvanian 2025).

This definition diverges from the UNCITRAL Model Law, which allows international character to arise from (a) the location of the parties' businesses; (b) the place of performance; (c) the place of the arbitration, or (d) the international nature of the transaction.

The consequence is that many commercial disputes involving Iran, though international in substance, may still be legally classified as domestic, thereby falling under the CPC rather than LICA. For example one may say that an IPC contractor that is an Iranian entity but has foreign shareholders, financial backers, or foreign subcontractors may trigger LICA, whereas, only nationality of the parties determines applicability and foreign shareholders DO NOT make an Iranian company "foreign." However, if all contractual parties are Iranian-in-

corporated entities, the dispute remains "domestic" even if the underlying activity (e.g., E&P operations) clearly involves international considerations (Asghari Fard & Maroof 2025).

This statutory choice creates a legal tension between the reality of international commerce and the formal classification under Iranian law. It also introduces uncertainty in contracts such as IPCs, which often involve multinational corporate structures even where the contracting party is legally Iranian.

C. The Civil Procedure Code (CPC): A More Traditional, Interventionist Regime

In contrast to LICA, the CPC provides a more traditional, court-centric arbitration regime, reflecting Iran's civil law heritage and the state's historical supervisory role over private adjudication. CPC-based arbitration is characterised by (a) more expansive grounds for annulment; (b) broader judicial review of arbitral decisions; (c) the absence of competence–competence in the modern sense, and (d) stricter procedural formality (Jus Mundi 2025; Global Legal Post 2025).

While this system functions adequately for domestic disputes, it is generally less attractive for international investors who demand predictability and limited court interference.

D. Hybrid Disputes and the Overlap Between LICA and the CPC

A persistent challenge in Iran's arbitration practice arises in hybrid disputes—cases that possess both domestic and international characteristics. Due to LICA's narrow definition, disputes may inadvertently fall under the CPC even when (a) the contract relates to international petroleum operations; (b) the parties' obligations span multiple jurisdictions, or (c) the dispute affects foreign investment interests.

This overlap creates risks that domestic courts may assert broader supervisory authority, potentially undermining the neutrality, autonomy, and finality expected in international arbitration (Hafez Virjee & Granier 2025). Scholars identify this as a structural weakness in Iran's arbitration landscape, particularly when disputes involve energy contracts where sovereign interests and foreign capital coexist (ICLG 2025).

E. LICA's Modern Features and International Credibility

Despite definitional limitations, LICA contains features that enhance Iran's credibility as an arbitration venue (a) recognition of arbitral tribunals' independence; (b) enforceability of arbitral awards through a Model Law–inspired set-aside regime; (c) compatibility with the New York Convention, to which Iran acceded in 2001; (d) deference to party autonomy in procedural matters, and (e) the ability to incorporate UNCITRAL Arbitration Rules by reference (UNCITRAL 2021; Aceris Law LLC 2017).

These provisions signal to foreign investors that Iran possesses a modern

arbitration statute capable of supporting fair and efficient adjudication, particularly when disputes are correctly categorised under LICA rather than the CPC.

F. Implications for IPC Disputes

The statutory duality is especially significant in the context of IPCs, (a) although the contracting parties may be Iranian entities; and (b) the contractual framework, financing structure, and operational reality often involve international elements.

As a result, IPC disputes frequently raise interpretive questions about whether LICA applies. This determination directly affects (a) judicial intervention levels; (b) enforceability standards; (c) annulment grounds, and (d) the overall attractiveness of Iran as a dispute resolution seat (Kamyar Oladi & Rezvanian 2025; Hafez Virjee & Granier 2025).

2.2 Constitutional and Arbitrability Constraints

A defining and uniquely Iranian feature of arbitration in petroleum contracts is Article 139 of the Constitution, which imposes stringent approval requirements for submitting disputes involving public or state-owned property to arbitration. Under Article 139, referral of such disputes requires the approval of the Council of Ministers, and in cases involving foreign parties or matters deemed "important," parliamentary approval is additionally required (Aceris Law LLC 2017). Because the National Iranian Oil Company (NIOC) and its subsidiaries are legally regarded as state-owned entities entrusted with the management of national hydrocarbon resources, all IPC-related disputes fall squarely within the scope of Article 139.

A. The Public Property Doctrine and Its Impact on Arbitrability

Iranian scholars and courts interpret Article 139 as a constitutional safeguard designed to protect national assets from being exposed to potentially adverse foreign adjudication (Hafez Virjee & Granier 2025). The underlying logic is that disputes over petroleum wealth, central to Iran's economic sovereignty, should not be referred to binding arbitration without explicit state oversight.

Thus, arbitrability in Iran involves not only the validity of the arbitration agreement but also a constitutional condition precedent, (a) even if the parties have freely consented to arbitration in the IPC; and (b) the referral of the dispute is legally ineffective unless the required approvals are obtained.

This constraint has significant procedural consequences. In particular, one may argue that arbitrators seated in Iran may be compelled under LICA or CPC to dismiss or stay proceedings if approvals are not secured, and domestic courts may annul awards on the basis that the approval requirement was not satisfied (Global Legal Post 2025; Jus Mundi 2025). However, usually arbitrators do not automatically dismiss; many proceed and leave enforceability to courts, though

Iranian courts may refuse enforcement.

B. Judicial Enforcement of Article 139 Within Iran

Iranian courts historically interpret Article 139 strictly and literally, viewing it as a mandatory constitutional limitation. The crucial recent development verifies that Iran's Supreme Court has issued a landmark decision that loosens the interpretation of Article 139 in international contexts, signalling a potential shift toward a more flexible application. This suggests Iranian jurisprudence may be evolving towards a more pragmatic approach that distinguishes between purely domestic state disputes and international commercial contracts, potentially reducing the arbitrability hurdle for foreign investors.

Courts have held that (a) approval must be specific to the dispute; (b) broad or advance approvals are insufficient; (c) failure to obtain approval renders the arbitration agreement non-operational, not void but temporarily ineffective; (d) awards issued without approval may be set aside for violating Iranian public policy (Hafez Virjee & Granier 2025).

This judicial approach reflects Iran's broader public-order framework, in which constitutional provisions carry superior authority over private contracts, including IPCs.

C. International Rejection of Article 139 as a Defence

Although Article 139 governs arbitrability domestically, it carries no binding effect internationally. Foreign courts across multiple jurisdictions have consistently refused to allow Iranian state entities to rely on Article 139 to escape arbitration agreements or resist enforcement.

The landmark case Ministry of Defense v. Cubic Defense Systems exemplifies this trend. In that case, American courts held that Iranian constitutional requirements cannot invalidate an arbitration agreement that is otherwise valid under applicable international law. The tribunal's award was enforced despite Iran's argument that Article 139 approvals were not obtained (Global Arbitration Review 2025). Courts reasoned that allowing states to invoke internal constitutional limitations to evade international obligations would undermine the entire framework of international commercial arbitration.

Similarly, European courts, particularly in enforcement actions arising out of disputes such as Crescent Petroleum v NIOC, have declined to accept Article 139 as grounds to set aside or refuse enforcement of arbitral awards, reinforcing the principle that domestic constitutional limitations cannot override the New York Convention obligations of signatory states (Global Arbitration Review 2025). However, it would be considered as overstated if someone suggests that all foreign courts adopt uniform rejection of Article 139. For instance, while the Dutch judgment enforced the award of Crescent Petroleum but England has not yet enforced all related award components.

D. The Resulting Asymmetry: Domestic Necessity vs. International Irrelevance

This divergence between domestic and international treatment produces a structural asymmetry in legal risk:

Within Iran	Outside Iran
Article 139 is mandatory and strictly enforced.	Article 139 is treated as irrelevant to arbitrability.
Approvals must be obtained before referral to arbitration.	Failure to obtain approvals does not invalidate the arbitration agreement.
Awards may be annulled for violating constitutional constraints.	Awards are enforceable unless they violate the enforcing state's public policy.

This creates a paradoxical situation for parties to IPC contracts. That is to day that domestically, failing to obtain approvals risks annulment or non-recognition of awards and internationally, Article 139 offers no shield for Iran or NIOC to avoid enforcement.

As a result, parties must adopt dual compliance strategies, ensuring Constitutional approvals are secured to protect domestic enforceability, and Contractual and procedural rigor is maintained to protect international enforceability (Hafez Virjee & Granier 2025).

E. Implications for IPC Drafting and Arbitration Strategy

Because of Article 139's complexity, IPC arbitration strategy must incorporate pre-emptive internal approval procedures within NIOC and affiliated entities; clear contractual provisions acknowledging the need for approvals but preventing abuse of the approval requirement as a tactical delay mechanism; enforcement planning that assumes international tribunals and courts will disregard Article 139 and drafting arbitration clauses that mitigate the risk of annulment by aligning procedural steps with constitutional mandates.

Comparatively, very few petroleum-producing states impose such constitutional restrictions on arbitration. This places Iran in a small category of jurisdictions where arbitrability is directly tied to sovereign approval mechanisms, requiring heightened diligence from both foreign investors and Iranian state entities (Asghari Fard & Maroof 2025).

3. MULTI-TIERED DISPUTE SETTLEMENT ARCHITECTURE OF THE IPC

The IPC adopts a four-tier dispute resolution structure, Senior Management Negotiation, ADR, Ministerial Review, and Arbitration, reflecting sophisticat-

ed engineering of dispute processes designed to reduce adversarial escalation. Multi-tier clauses of this kind are well-established in international upstream oil and gas practice, particularly where long-term relational contracts require mechanisms to preserve operational continuity and minimise project disruption (Asghari Fard & Maroof 2025; Molla Ebrahimi & Arfania 2020). However, the IPC system is unique in that it integrates both commercial dispute-avoidance logic and sovereign regulatory oversight, making its operation more complex than standard multi-tier clauses used globally.

3.1 Senior Management Negotiation

Article 42.1 of the IPC mandates that disputes be referred to the parties' Senior Management for a period of 90 days, extendable by mutual agreement. This stage reflects a classic "amicable negotiation" requirement, deeply rooted in international petroleum contracting where parties seek to resolve disagreements informally before triggering more formal procedures.

A. Commercial Logic Behind Senior Management Escalation

In E&P projects, disputes are often technical, operational, or accounting-related; escalation to senior executives allows reassessment of commercial priorities; avoidance of adversarial entrenchment; continuation of field operations without interruption, and preservation of long-term contractor–state relationships.

This aligns with comparative studies indicating that early negotiation stages significantly reduce arbitration frequency in upstream energy contracts (Molla Ebrahimi & Arfania 2020; ICLG 2025).

B. Legal Effect and Enforceability

While negotiation phases in some jurisdictions are treated as "soft obligations," IPC Article 42.1 appears to impose a mandatory procedural precondition before any other mechanism may be invoked. This reflects the Iranian Ministry of Petroleum's policy of de-escalation and sovereign cost-containment, ensuring disputes are filtered through internal managerial channels before engaging external adjudicative processes (Asghari Fard & Maroof 2025).

Internationally, failure to comply with mandatory pre-arbitration steps may result in arbitral tribunals dismissing claims for lack of admissibility—a risk that IPC contractors must take seriously.

3.2 Alternative Dispute Resolution (ADR)

If negotiations fail, Article 42.2 requires the parties to initiate ADR within 60 days, with the entire process concluding within 45 days, unless extended in writing.

A. Breadth and Flexibility of ADR Options

The IPC explicitly allows multiple ADR forms including negotiation, recon-

ciliation; non-binding expert determination, and mediation.

This wide spectrum is intentionally flexible, allowing parties to adopt procedures tailored to the nature of the dispute. In technical or engineering disputes—common in E&P operations—expert determination is particularly valuable because it produces a rapid, technically sound assessment that may narrow or resolve issues before they evolve into legal conflicts (Molla Ebrahimi & Arfania 2020).

B. Comparative Evaluation of ADR in Upstream Contracts

Global evidence indicates that in complex petroleum projects, many disputes are resolved during ADR phases, according to industry trends, through structured ADR; expert-driven ADR produces lower disruption and greater party satisfaction, and hybrid systems pairing expert determination and arbitration offer optimal efficiency.

Scholars emphasise that the IPC's ADR tier resembles advanced multi-tier systems used in major oil jurisdictions such as the UKCS and Norway, albeit with Iran-specific sovereign overlays (ICLG 2025; Molla Ebrahimi & Arfania 2020).

C. Legal Consequences of ADR Non-Compliance

Although the IPC does not expressly declare ADR a "condition precedent," tribunals applying Appendix P, particularly those referencing UNCITRAL standards, are likely to treat compliance as an admissibility requirement. Iranian courts may also require proof of attempting ADR as part of good-faith contractual performance, reinforcing its procedural importance.

3.3 Ministry of Petroleum Instruction No. 20/2-1010 (2022)

If ADR fails or parties cannot agree on its modalities, the dispute must be escalated to the Ministry of Petroleum's Instruction No. 20/2-1010, issued on 9 March 2022. This Instruction is a distinctive feature of Iran's petroleum dispute architecture and does not have a direct international parallel.

A. Nature and Purpose of the Instruction

Unlike negotiation and ADR—which are primarily commercial mechanisms, Instruction No. 20/2-1010 is an administrative review process. It serves to preserve ministerial oversight over contractor-state disputes; ensure consistency across upstream petroleum contracts and filter disputes before arbitration, reducing state exposure to external adjudication.

Its incorporation into IPCs by contractual reference makes it binding on contractors (Jus Mundi 2025; Global Legal Post 2025).

B. Regulatory Logic and Sovereign Control

From a public law perspective, the Instruction reflects Iran's policy that disputes involving strategic resources must undergo internal administrative evaluation before being exposed to binding third-party adjudication. This is consis-

tent with the constitutional role of the state in managing natural resources; the public-law character of petroleum assets, and the need for supervisory harmonisation across diverse upstream projects (Asghari Fard & Maroof 2025).

C. Interaction with Article 139 and Arbitrability

While Instruction No. 20/2-1010 is not itself a constitutional requirement, it operates adjacent to Article 139, ensuring that disputes are properly vetted before any request for constitutional approvals is made. It thus functions as an administrative complement to constitutional arbitrability safeguards (Hafez Virjee & Granier 2025).

D. What Makes Iran's Model Unique

Few jurisdictions impose mandatory ministerial review within contractual dispute resolution. Even in state-controlled petroleum systems (e.g., Mexico pre-2013, Algeria, China), administrative intervention tends to occur outside contract-mandated procedures. Iran uniquely embeds this within the IPC itself, elevating it to a legally enforceable procedural step.

3.4 Final and Binding Arbitration under Appendix P

If all prior tiers fail, disputes proceed to final ad-hoc arbitration under Appendix P.

A. Arbitration as the Ultimate Tier

Appendix P integrates party-appointed arbitrators; a three-member tribunal; TRAC's Director as appointing authority upon default; UNCITRAL procedural logic; mandatory application of Iranian substantive law, and time-bound award issuance obligations.

This ensures that arbitration under the IPC, though ad-hoc, remains procedurally complete, internationally recognisable, and enforceable under LICA and the New York Convention (Global Arbitration Review 2025; UNCITRAL 2021).

B. Interaction with International Enforcement

Despite Iran's domestic constraints (such as Article 139 approvals), foreign courts routinely enforce awards involving Iranian state entities. Cases like Ministry of Defense v Cubic Defense Systems demonstrate that foreign jurisdictions refuse to consider Iranian constitutional limits as barriers to enforcement (Global Arbitration Review 2025).

Thus, while arbitration is the final tier, its legal consequences diverge significantly inside and outside Iran, domestically, failure to obtain approvals or follow IPC tiers may jeopardize award recognition; and internationally, tribunals and foreign courts enforce awards based on the arbitration clause itself, not Iranian internal law (Hafez Virjee & Granier 2025).

C. IPC Arbitration Compared Globally

Most global energy contracts incorporate multi-tier clauses, but the IPC's

structure is comparatively more state-centric. Internationally, a) UK North Sea contracts rely on negotiation, mediation, expert determination and arbitration; b) PSCs in Indonesia and Malaysia employ joint operating committees, not ministerial review; c) GCC states often allow direct arbitration after negotiation, without administrative filtering.

Thus, Iran's model is unique in that it integrates commercial, regulatory, and constitutional dispute filters, making it more multi-layered than common practice in the energy sector.

4. PROCEDURAL STRUCTURE OF IPC AD-HOC ARBITRATION (APPENDIX P)

Appendix P of the Iran Petroleum Contract (IPC) establishes an ad-hoc arbitration mechanism tailored specifically for upstream oil and gas disputes. While its foundations closely mirror the UNCITRAL Arbitration Rules, Appendix P integrates a range of Iran-specific sovereign safeguards, reflecting constitutional, administrative, and policy considerations that do not appear in conventional international energy arbitration clauses (UNCITRAL 2021; Van Hof 1991). This hybrid framework seeks to balance procedural neutrality with state oversight a delicate equilibrium in resource-rich jurisdictions where disputes intersect with public policy and national sovereignty.

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4.1 Initiation

Arbitration begins with a written Notice of Arbitration, which must contain a) identification of the parties; b) a summary of the nature of the dispute and the relief sought; c) appointment of the claimant's arbitrator, and d) proposed hearing venues.

These requirements closely reflect the procedural structure of Articles 3–4 of the UNCITRAL Arbitration Rules, which emphasise clarity, due process, and early crystallisation of the dispute (UNCITRAL 2021; Van Hof 1991). By incorporating these standards, the IPC ensures a) procedural certainty, the respondent is fully informed of the dispute's scope; b) jurisdictional clarity, the tribunal's authority is triggered only upon proper notice; and acceleration of the appointment process, important in high-stakes petroleum disputes where delays may affect field operations and cost recovery.

Initiation is deemed effective upon receipt of the notice, consistent with UNCITRAL's pro-efficiency approach (Van Hof 1991).

4.2 Response

The respondent must file a Response to the Notice of Arbitration within 45 days, confirming or denying the allegations, identifying counterclaims, and

appointing its own arbitrator. This time-bound requirement underscores Iran's policy objective of ensuring predictability; discipline, and prevention of tactical delay by state entities or contractors.

The inclusion of counterclaims at this early stage parallels international best practice and ensures that tribunals can address all claims within a unified procedural framework (Global Legal Post 2025).

4.3 Tribunal Composition

Appendix P provides for a three-member tribunal, a structure common in complex commercial and energy disputes due to the need for technical expertise; balanced representation, and enhanced legitimacy.

Each party appoints one arbitrator, and the two appointees choose the chair. If either party fails to appoint an arbitrator, or if the two arbitrators cannot agree on a chair within the prescribed time limits, the Director of the Tehran Regional Arbitration Centre (TRAC) acts as the appointing authority (Kamyar Oladi & Rezvanian 2025; Hafez Virjee & Granier 2025).

TRAC's involvement balances party autonomy (through initial appointments), and procedural stability (through TRAC's intervention in case of default).

Unlike institutional arbitration, TRAC's role does not convert the arbitration into TRAC-administered proceedings. Instead, it provides an administrative safeguard against deadlock; legitimacy and trust for foreign investors, and alignment with UNCITRAL's default-appointment mechanism.

This reinforces the principle of ad-hoc flexibility while ensuring that arbitration cannot be obstructed by strategic non-appointment.

4.4 Seat, Language, and Rules

Appendix P establishes the seat of arbitration in Tehran or any seat agreed later. and determines the English language as the prevailing language in the arbitration process. Under this Appendix, the procedural rules are specified by the party autonomy that are supplemented by tribunal discretion, with UNCITRAL Arbitration Rules serving as the fallback.

Accordingly, choosing Tehran or any seat agreed later, ensures application of Iranian procedural support law (LICA) for international arbitrations; the availability of domestic courts for interim relief; automatic incorporation of Article 139 jurisdictional requirements, and sovereign control over the legal environment.

However, it also subjects proceedings to CPC-based judicial review for arbitrations classified as "domestic,"; potential challenges relating to public policy, and scrutiny under constitutional requirements (Global Legal Post 2025).

Under Appendix P, using English, the lingua franca of the petroleum industry, enhances international investor confidence; neutrality, and access to international experts and arbitrators.

Under Appendix P, UNCITRAL's widespread global acceptance ensures compatibility with international enforcement regimes; comparative arbitration jurisprudence; and best-practice procedural norms (UNCITRAL 2021; Van Hof 1991).

4.5 Timelines and Awards

Appendix P imposes a strict requirement that awards be issued within 45 days after the last substantive hearing. This expedited schedule is highly unusual in complex energy arbitration and reflects Iran's policy objective to avoid procedural stagnation; cost inflation, and prolonged uncertainty in ongoing field operations.

Appendix P explicitly prohibits tribunals from awarding punitive damages; indirect or consequential losses; loss of profit (direct or indirect); loss of revenue, and loss of opportunity. However, it should noted that "loss of profit" is not always entirely excluded in some versions of IPC drafts.

These limitations reflect a deliberate risk-allocation strategy rooted in Iran's sovereign interest in limiting state fiscal exposure; preventing speculative claims, and maintaining predictable state liabilities (Asghari Fard & Maroof 2025).

Such exclusions mirror similar constraints found in many state-driven petroleum regimes but are somewhat broader than global norms, where "loss of profits" is often permitted if proven with reasonable certainty.

4.6 Costs

Under Appendix P, Each party bears its own legal fees and arbitration costs are shared equally, subject to reallocations by the tribunal. This default allocation, discourages frivolous claims; reflects Iran's public interest in limiting state exposure and follows international norms where tribunals award costs based on success and conduct.

4.7 Key Procedural Issues

Appendix P expressly incorporates Article 139 of the Constitution, making arbitrability contingent on obtaining necessary governmental approvals. Although LICA incorporates competence–competence, meaning tribunals may rule on their own jurisdiction, CPC-based oversight remains broader, permitting courts to intervene earlier and more extensively (Global Legal Post 2025; ICLG 2025).

Tribunals under Appendix P exercise broad discretion over evidentiary matters, consistent with UNCITRAL principles. Confidentiality is contractually mandated—critical in the petroleum sector due to sensitive geological data; reservoir management information; operational risks, and national security implications (Hafez Virjee & Granier 2025; Jus Mundi 2025).

Because neither LICA nor CPC imposes a general confidentiality rule, the express confidentiality clause in Appendix P is essential.

C. Enforcement

Iran's accession to the New York Convention enables enforcement of IPC arbitral awards abroad, yet practical enforcement faces challenges due to sovereign immunity strategies; sanctions regimes and complex asset-structuring by Iranian SOEs.

International courts in cases such as Cubic and Crescent Petroleum v NIOC have demonstrated that Iranian constitutional constraints do not impede enforcement in foreign jurisdictions (Global Arbitration Review 2025). Thus, IPC awards may face divergent outcomes domestically constrained by Article 139 and public policy review, and internationally enforced under the New York Convention with little regard for Iranian constitutional restrictions.

5. COMPARATIVE ANALYSIS

A meaningful evaluation of Iran's IPC arbitration framework requires situating it within the broader landscape of international commercial arbitration. Although Iran has made deliberate efforts to harmonise elements of its arbitration regime with international norms, several structural divergences rooted in constitutional, public policy, and sovereign considerations distinguish the Iranian model from typical UNCITRAL-based systems. This comparative analysis highlights the areas of convergence and divergence using authoritative sources and doctrinal reasoning.

5.1 Alignment with International Standards

Despite its unique constitutional and regulatory environment, Iran exhibits substantial convergence with globally accepted arbitration standards. These areas of alignment enhance the credibility and enforceability of arbitral proceedings arising from IPC disputes.

A. Adoption of UNCITRAL-Based Procedures

The IPC expressly incorporates the UNCITRAL Arbitration Rules as the default procedural framework where parties do not agree otherwise. This ensures a) familiarity to international practitioners; b) procedural flexibility; c) comprehensive procedural safeguards, and d) compatibility with international enforcement regimes (UNCITRAL 2021; Van Hof 1991).

UNCITRAL serves as the "global procedural language" of arbitration, and its integration signals Iran's intention to present a predictable arbitration environment (Wolters Kluwer 2023).

B. Appointment Mechanisms Comparable to International Best Practice

The role of TRAC's Director as appointing authority mirrors practices adopted in leading arbitration jurisdictions and institutions. Appointing authorities exist in UNCITRAL ad-hoc arbitrations; LCIA default mechanisms and ICSID annulment committees.

Iran's adoption of this mechanism reflects an understanding that effective arbitration requires safeguards to prevent appointment deadlock, ensuring continuity without transforming the ad-hoc nature of the proceedings (Kamyar Oladi & Rezvanian 2025).

C. Recognition of the Competence–Competence Doctrine

Under LICA, Iranian law embraces the principle that arbitral tribunals may rule on their own jurisdiction, a cornerstone of modern arbitration frameworks. Iran aspires to align with international best practices; however, significant differences remain. (Global Legal Post 2025; Jus Mundi 2025).

D. Institutional Modernisation through ACIC and TRAC

The 2023 reforms of the Arbitration Centre of the Iran Chamber (ACIC), including emergency arbitrators, expedited proceedings, and electronic case management, demonstrate Iran's commitment to modernising its institutional environment. TRAC, with rules based on UNCITRAL, further enhances Iran's profile as a serious arbitration venue.

While LICA provides for tribunal-ordered interim measures and the TRAC Rules (2018) and the ACIC Rules (2023) have introduced full emergency arbitrator and expedited procedure mechanisms, however, their practical enforceability in Iranian courts is still untested

E. New York Convention Compliance

Iran's accession to the New York Convention ensures theoretical enforceability of IPC awards abroad, provided they meet the Convention's standards (Global Arbitration Review 2025).

Overall, in terms of procedure, institutional framework, and jurisdictional philosophy, Iran's arbitration system exhibits notable congruence with international norms.

5.2 Divergences from International Arbitration Practice

Despite these alignments, Iran's system diverges significantly from global standards in several critical areas, reflecting deep-rooted constitutional, political, and public law priorities.

A. Narrow Definition of International Arbitration

Whereas UNCITRAL Model Law classifies arbitration as international based on a variety of connecting factors, such as seat, place of performance, or international nature of the transaction, Iran defines international arbitration solely based on party nationality (Kamyar Oladi & Rezvanian 2025). This narrow definition creates procedural uncertainty, as many disputes with international dimensions may be classified as domestic, triggering broader judicial review under the CPC; more limited procedural autonomy, and possible unpredictability in enforcement.

B. Article 139 Constitutional Approval Requirement

Article 139 imposes one of the world's most restrictive arbitrability controls, requiring Council of Ministers approval, and Parliamentary approval when foreign parties or important matters are involved.

While domestically binding, foreign courts consistently refuse to recognise Article 139 as limiting arbitration agreements (Global Arbitration Review 2025). This creates a dual reality arbitration is conditionally valid inside Iran; and it remains fully valid outside Iran regardless of approvals.

The constitutional requirement introduces a level of sovereign control and procedural risk not commonly found in international arbitration.

C. Public Policy and Islamic Law Considerations

Iranian courts apply a broad public policy test grounded in Islamic legal principles; Constitutional norms, and mandatory statutory provisions.

This can influence annulment and enforcement proceedings within Iran, particularly in cases involving interest awards; damages categories and issues of contract validity (Hafez Virjee & Granier 2025).

Most international tribunals, however, do not consider Islamic law unless explicitly chosen by the parties.

D. Mandatory Application of Iranian Governing Law

IPC Article 41 mandates that only Iranian law applies to disputes, eliminating party autonomy that is ordinarily available in commercial arbitration. Many petroleum-producing jurisdictions allow choice of law (e.g., English law, New York law) to attract foreign investment; Iran's stricter approach preserves sovereign control but may deter some investors (Asghari Fard & Maroof 2025).

E. Restrictive Damages Regime

Appendix P prohibits recovery of punitive damages; indirect or consequential losses,; loss of profit or revenue; and loss of opportunity.

Such limitations are relatively uncommon in international arbitration unless expressly negotiated. These prohibitions reflect Iran's desire to limit state fiscal exposure; prevent speculative claims and maintain predictable financial outcomes (Hafez Virjee & Granier 2025).

F. Administrative Interposition in Dispute Resolution

Few jurisdictions require mandatory ministerial review before arbitration. The Ministry of Petroleum's Instruction No. 20/2-1010 creates a unique administrative filter that is neither purely commercial nor judicial (Jus Mundi 2025; Global Legal Post 2025). This structure is more state-driven than typical international models.

6. CONCLUSION

- Iran's IPC arbitration framework represents a distinctive hybrid system located at the intersection of international commercial arbitration and domestic public-law governance. On one hand, it reflects a deliberate effort to adopt procedurally modern features aligned with global practice—including reliance on the UNCITRAL Arbitration Rules, tribunal autonomy, competence–competence under LICA, and increasingly sophisticated institutional support through ACIC and TRAC (UNCITRAL 2021; Wolters Kluwer 2023). On the other hand, the system is deeply shaped by Iran's constitutional architecture, sovereign prerogatives, and the public-law character of natural resource management (Hafez Virjee & Granier 2025).
- The result is an arbitration framework that is internationally intelligible but domestically exceptional. Its effectiveness hinges on the careful reconciliation of international procedural expectations with domestic legal constraints.
- Iran's IPC arbitration framework represents a hybrid model aligned with global norms in procedure, tribunal autonomy, institution-building, and enforcement principles. This framework is also divergent in substance due to constitutional arbitrability restrictions, sovereign policy considerations, Islamic public policy principles, and limitations on damages.
- This duality places Iran somewhere between fully internationalised arbitration regimes and sovereignty-dominant petroleum jurisdictions. For parties in IPC disputes, this means navigating a dispute resolution environment that is internationally recognisable but domestically unique, and at times unpredictable.
- The most consequential constraint remains Article 139 of the Iranian Constitution, which requires governmental and parliamentary approval before disputes involving state property may be referred to arbitration (Aceris Law LLC 2017). Although foreign courts consistently refuse to recognise Article 139 as a defence against arbitration or enforcement—illustrated vividly in cases such as Ministry of Defense v Cubic Defense Systems and international rulings related to Crescent Petroleum v NIOC (Global Arbitration Review 2025), the requirement remains binding within Iran. Thus, the domestic enforceability of IPC awards depends heavily on clear approval procedures; timely coordination among state entities, and avoiding ambiguity in the satisfaction of constitutional preconditions.

- A lack of clarity or consistency risks jurisdictional objections, annulment actions, or delays that undermine the functionality of the dispute resolution architecture.
- Judicial consistency is another critical determinant of system effectiveness. Under LICA, Iranian courts are expected to adopt a Model Law, inspired, minimally interventionist role, supporting arbitration except where statutory grounds for intervention exist (Global Legal Post 2025). However, when disputes are classified as domestic under the CPC, because of Iran's uniquely narrow definition of "international arbitration" (Kamyar Oladi & Rezvanian 2025), courts may exercise broader supervisory powers, creating unpredictability.
- This duality reinforces the need for precision in structuring contractual relationships; understanding whether LICA or the CPC applies, and ensuring that arbitration agreements are drafted to maximise access to LICA's protections.
- The inclusion of a mandatory review phase under Ministry of Petroleum Instruction No. 20/2-1010 (2022) adds an administrative dimension rarely seen in international arbitration systems. While this mechanism enhances accountability and harmonisation within the state, it also creates an additional procedural layer that must be navigated carefully to avoid delays or procedural objections (Jus Mundi 2025; Global Legal Post 2025). Its effectiveness depends heavily on predictable timelines; consistent application, and avoidance of politicisation within ministerial review.
- Given the hybrid nature of the regime, contractual drafting becomes a decisive tool for managing arbitrability, procedural certainty, and enforcement risk. Carefully drafted IPC arbitration clauses must incorporate UNCITRAL-compatible procedural detail; clearly define pre-arbitration obligations; account for Article 139 compliance; allocate damages within permissible limits, and ensure compatibility with international enforcement under the New York Convention.
- Where drafting is imprecise, parties may face jurisdictional ambiguity, procedural inadmissibility, or unenforceability, either domestically or internationally.
- Despite its constraints, Iran's arbitration framework is moving increasingly toward global standards. The modernisation of ACIC rules, emergence of TRAC as a reliable appointing authority, and sustained reliance on UNCITRAL-based procedures demonstrate Iran's clear institutional trajectory (Wolters Kluwer 2023; Hafez Virjee & Granier 2025).
- This modernisation process is reflected in the scope and substance of the 2023 ACIC rule reforms, and the new rules that introduce an electronic filing system, consolidation of claims, joinder of third parties, and explicit provisions for virtual hearings, bringing ACIC closer to global standards.

- These reforms signal that Iran is not isolating itself from the global arbitration community but is instead pursuing a controlled integration, preserving sovereignty while improving procedural quality.
- However, the core challenge is enforceability. Iran's Law on International Commercial Arbitration (LICA) does not explicitly provide for emergency arbitrator decisions, creating a legal grey area. Consequently, enforceability often depends on judicial approval and cooperation from Iranian courts, which remains an untested and potentially slow process. This creates a gap between progressive institutional rules and a lagging statutory enforcement framework.
- Iran's IPC arbitration system is functional, modernising, and internationally recognisable, but also constitutionally constrained, state-centric, and administratively layered. Its success depends on clarifying Article 139 approval procedures; ensuring judicial restraint and consistency; institutional discipline in ministerial review, and high-quality contractual drafting informed by comparative practice.
- If these conditions are met, Iran's hybrid arbitration framework can operate effectively within both domestic and international spheres, offering a workable balance between sovereign protection and commercial predictability—a balance essential in managing disputes arising from Iran's strategically vital petroleum sector.

7. RECOMMENDATIONS

- Building on the analysis of Iran's hybrid arbitration framework under the IPC regime, the following recommendations aim to enhance procedural certainty, international enforceability, and sovereign risk management. Each recommendation addresses a structural or doctrinal gap identified in jurisprudence, comparative practice, or statutory interpretation.
- Article 139 of the Constitution creates one of the most significant arbitrability challenges in Iran, as it requires governmental, and sometimes parliamentary, approval before disputes involving state property may be referred to arbitration (Aceris Law LLC 2017). The absence of statutory regulation or ministerial guidelines creates ambiguity about the timing of approvals; whether approvals must be dispute-specific; the scope of "important matters," and documentation needed to demonstrate compliance. Because Iranian courts strictly enforce Article 139 while foreign courts refuse to recognise it as a defence (Global Arbitration Review 2025), a clear procedural framework is necessary to reduce annulment risk domestically. Codifying approval timelines and documentation requirements would enhance predictability and prevent disputes about the validity of arbitration referrals.
- Iran currently operates under a dual regime, LICA for "international" arbitra-

tion and the CPC for domestic arbitration. Because "international arbitration" is narrowly defined based on the nationality of the parties (Kamyar Oladi & Rezvanian 2025), disputes with clear international dimensions may still fall under CPC jurisdiction, exposing parties to broader judicial intervention. A unified arbitration statute, harmonising LICA and the CPC, would remove uncertainty in hybrid disputes; align Iran more closely with Model Law jurisdictions; limit judicial intervention, and improve investor confidence (Global Legal Post 2025).

- Such reform would bring Iran in line with modern arbitration jurisdictions such as Singapore, France, and the UAE, which maintain unified legislative frameworks.
- Iranian courts apply a broad conception of public policy grounded in Islamic legal principles and constitutional norms. While this is consistent with domestic legal culture, the absence of clear interpretive guidelines creates unpredictability in annulment and enforcement (Hafez Virjee & Granier 2025). Issuing judicial or ministerial guidance on permissible forms of interest; limitations on damages; validity of certain contractual clauses, and the boundaries of public policy review, would clarify enforcement expectations for international investors and arbitrators.
- While the IPC contains a detailed multi-tier dispute resolution mechanism, several areas require refinement, e.g. ADR mechanisms should be defined with greater precision; overly broad damages exclusions should be reconsidered or linked to internationally accepted concepts such as foreseeability and procedural timelines should be adjusted to reflect the complexity of E&P disputes. Comparative practice shows that clearer multi-tier sequencing reduces procedural challenges and inadmissibility objections in arbitration (Molla Ebrahimi & Arfania 2020; ICLG 2025).
- Appendix P should be revised to include expert evidence protocols, particularly vital in technical petroleum disputes; virtual and hybrid hearing procedures, aligned with post-COVID global practice; realistic award-issuance timelines, as the current 45-day rule may be too rigid for complex claims, and express integration of ACIC/TRAC guidelines where appropriate. These updates would align Iran's arbitration structure with institutional rule reforms observed in 2020–2024 internationally (Wolters Kluwer 2023).
- NIOC and its subsidiaries should adopt internal protocols ensuring that Article 139 approvals are anticipated at contract-execution stage; coordinated across governmental departments, and documented systematically. Given that domestic enforceability of awards depends on satisfying constitutional preconditions, such planning is essential to prevent annulment risk (Hafez Virjee & Granier 2025).

- Due to sanctions and sovereign immunity considerations, international enforcement of awards involving Iranian entities requires proactive planning. Parties should identify offshore assets early; structure payments through escrow mechanisms; consider third-country jurisdictions for enforcement, and use asset-shielding analysis to anticipate state immunity claims. International case practice, including Cubic and Crescent Petroleum, demonstrates that foreign courts will enforce awards but that collection strategies must accommodate sanctions realities (Global Arbitration Review 2025). Beyond complicating final award enforcement, sanctions directly obstruct the arbitration process itself. They can restrict payments for arbitrator and institutional fees, limit legal representation options, and affect the ability to secure necessary licenses for transactions related to the dispute. As one analysis notes, parties must now consider OFAC licenses for sanctions-bound zones and alternative payment frameworks at the contract drafting stage. Sanctions are not just a background condition but a primary strategic consideration shaping every phase of a dispute.
- Given the technical complexity of E&P disputes, arbitration under IPCs benefits from tribunals comprised of petroleum engineering experts; contract-law specialists familiar with Iranian public law, and arbitrators experienced in upstream oil and gas arbitration. This approach enhances the quality of reasoning, reduces the need for external expert appointment, and aligns Iran with global practice in specialised energy tribunals (Hafez Virjee & Granier 2025; ICLG 2025).
- Even where arbitration is ad-hoc, IPC clauses should expressly allow TRAC or ACIC to serve as appointing authorities; use of institutional procedural tools; and administrative support for the tribunal. This improves procedural stability without compromising party autonomy and mirrors UNCITRAL's approach to ad-hoc arbitration (Wolters Kluwer 2023; Kamyar Oladi & Rezvanian 2025).
- Courts applying LICA should consistently reinforce minimal judicial intervention; deference to tribunal competence, and alignment with New York Convention standards. This requires continual judicial training and clear jurisprudential signals, similar to reform trajectories observed in jurisdictions transitioning from state-centric to investor-friendly arbitration cultures (Global Legal Post 2025).
- The lack of publicly available arbitration data in Iran limits the ability of policymakers to refine the framework. Collecting anonymised empirical data, on case duration, tribunal composition, outcomes, enforcement patterns, and annulment grounds, would help identify systemic weaknesses; guide legislative reform, and align Iran with comparative research practices seen in Singapore, the UK, and the arbitration hubs of the GCC (Jus Mundi 2025).

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