

**THE VALIDITY AND ENFORCEABILITY OF ELECTRONICALLY SIGNED
ARBITRATION AGREEMENT IN NIGERIA: A CRITICAL ANALYSIS OF THE
LEGAL FRAMEWORK**

BY

ANULI PRECIOUS OBIANUJUNWA

(2020/LW/12755)

**A PROJECT PRESENTED TO THE FACULTY OF LAW, ALEX EKWUEME
FEDERAL UNIVERSITY, NDUFU-ALIKE, IKWO, EBONYI STATE, IN PARTIAL
FULFILMENT OF THE REQUIREMENT FOR THE AWARD OF THE DEGREE OF
BACHERLOR OF LAWS**

SUPERVISOR

OLEBARA, OGUGUO PASCHAL ESQ.

SEPTEMBER 2025.

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**THE DEPARTMENT OF LAW, FACULTY OF LAW,
ALEX EKWUEME FEDERAL UNIVERSITY, NDUFU-ALIKE, IKWO**

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ANULI PRECIOUS OBIANUJUNWA

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LAWS (LL.B)**

SEPTEMBER, 2025

DECLARATION

I, ANULI PRECIOUS OBIANUJUNWA, a Student of the Faculty of Law Alex Ekwueme Federal University, Ebonyi State, do hereby declare on my honor, that this project has not been previously presented, either wholly or in part for the award of any other Degree, Diploma, Certificate or Publication in any University, other Higher Institutions or elsewhere.

Signed.....

ANULI PRECIOUS OBIANUJUNWA

(2020/LW/12755)

CERTIFICATION

ANULI PRECIOUS OBIANUJUNWA a Student of Faculty of Law has satisfactorily completed the requirements for the award of Bachelor of Laws. To the best of our knowledge, the work embodied in this project is original and has not been submitted in part or full for any other Degree, Diploma, Certification or Publication of this University or elsewhere.

Olebara, Oguguo Paschal Esq.
Supervisor	Sign	Date
Dr. K.G. Onyegbule
Project Coordinator	Sign	Date
Prof. Eseni Azu Udu
Dean.	Sign	Date
External Examiner
	Sign	Date

DEDICATION

This work is dedicated to my beloved parents His Royal Highness, Anuli Christopher Nnaemeka and Mrs. Anuli Agatha Ebere.

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I am profoundly grateful to God Almighty, my fountain of knowledge and fortress, for the grace, mercy, and strength that sustained me throughout this academic endeavor.

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LIST OF ABBREVIATIONS

Abbreviation	Full Meaning
AALCO	Asian-African Legal Consultative Organisation
ACA	Arbitration and Conciliation Act
ADR	Alternative Dispute Resolution
AfAA	African Arbitration Association
AfCFTA	African Continental Free Trade Area
AI	Artificial Intelligence
AMA	Arbitration and Mediation Act
CAC	Corporate Affairs Commission
CAMA	Companies and Allied Matters Act
ECOWAS	Economic Community of West African States
EFCC	Economic and Financial Crimes Commission
eIDAS	Electronic Identification, Authentication and Trust Services
FHC	Federal High Court of Nigeria
ICSID	International Centre for Settlement of Investment Disputes
LACIAC	Lagos Chamber of Commerce International Arbitration Centre
LCA	Lagos Court of Arbitration
LRCICA	Lagos Regional Centre for International Commercial Arbitration
NAT	National Arbitration Tribunal
NEA	Nigerian Evidence Act
NICArb	Nigerian Institute of Chartered Arbitrators
NITDA	National Information Technology Development Agency
PKI	Public Key Infrastructure
SEC	Securities and Exchange Commission
SME	Small and Medium-sized Enterprises
TAM	Technology Acceptance Model
UN	United Nations
UNCITRAL	United Nations Commission on International Trade Law

ABSTRACT

The rapid advancement of technology transforms the way businesses and individuals enter into agreements, including arbitration agreements. Electronic signatures have become increasingly popular, raising questions about their validity and enforceability in Nigeria. With the country's growing reliance on digital technologies, it is essential to examine the legal framework governing electronically signed arbitration agreements. The aim of this study is to critically analyze the legal framework governing electronically signed arbitration agreements in Nigeria. The objectives are to examine the current state of the law on electronically signed arbitration agreements in Nigeria, identify the challenges and gaps in the existing legal framework, and propose recommendations for improving the validity and enforceability of electronically signed arbitration agreements in Nigeria. This study employed a doctrinal research methodology, involving a critical analysis of relevant statutes, case laws, and academic literature. The study examined the Nigerian legal framework governing electronically signed arbitration agreements, including the Arbitration and Mediation Act, the Evidence Act, the Electronic Transactions Act, etc. The finding revealed that the Nigerian legal framework does not provide clear guidelines on the validity and enforceability of electronically signed arbitration agreements, leading to uncertainty and potential disputes. To address the challenges and gaps identified, the study recommended that clear guidelines and regulations should be established for the use of electronic signatures in arbitration agreements. Additionally, greater awareness and education are needed among legal practitioners and arbitrators on the use of electronic signatures in arbitration agreements. Collaboration between stakeholders is also necessary to develop best practices for electronically signed arbitration agreements. The study concluded that the legal framework governing electronically signed arbitration agreements in Nigeria is uncertain and requires clarification, highlighting the need for further development and refinement to ensure clarity and certainty in this area.

CHAPTER ONE

INTRODUCTION

1.1 Background to the Study

In the dynamic landscape of modern society, disputes are an unavoidable reality, arising from the complexities of human interactions and transactions. These conflicts, whether rooted in domestic, international, civic, political, commercial, or economic contexts, often stem from factors such as inadequate information, miscommunication, or breaches of agreements¹. As globalization and digitalization reshape interactions, the reliance on electronic platforms for agreements, including arbitration clauses, has surged, necessitating a robust legal framework to ensure their validity and enforcement². It might be domestic, international, civic, political, commercial, or economic in nature, especially as society grows more complicated. Several causes contribute to the emergence of disputes, including inadequate information, a lack of skills, a collision of personal values, environmental damage, ignorance of the law, purposeful and unintentional breach of agreements, and so on.³ The inevitability of disputes portrays the need for effective mechanisms for resolving them, mechanisms that are fair, efficient, and culturally sensitive.

¹Paul Obo Idornigie, *New Developments in Arbitration Law and Practice in Nigeria* (Biographers Nigeria Limited, 2019) 362-387. Available online at: <https://paulidornigie.org/wp-content/uploads/2021/01/New-Developments-in-Arbitration-Law-and-Practice-in-Nigeria-Final.pdf>, accessed 12 April 2025.

² Hannah Olusoga-Tinubi, 'Legal Analysis of Electronic Signatures in Nigeria'. *African Journal of Stability & Development* [2018] (11) (2) 338-356. Available online at: <http://www.journals.abuad.edu.ng/index.php/ajsd/article/view/867>, accessed 12 April 2025.

³ Gihan Perera, 'The Five Main Causes of Conflict in Distributed Teams and How to Manage Them', *Chartered Management Institute (CMI)* (22 May, 2021) accessed 10 July 2021.

The judgment in the case of *Okpuruwu v. Okpokam*⁴ is a seminal pronouncement that underscores the significance of traditional dispute resolution mechanisms in Nigeria. In this landmark case, Justice *Oguntae* J.C.A. (as he then was) astutely observed that in pre-colonial times, Nigerians had recourse to simple and inexpensive methods of adjudicating disputes between them. These indigenous mechanisms, which often involved the intervention of elders or specially constituted bodies, were remarkably effective in resolving disputes in a manner that was fair, efficient, and culturally sensitive. The enduring legacy of these traditional dispute resolution mechanisms is a testament to their efficacy and relevance in the Nigerian context.

The *Okpuruwu v. Okpokam*⁵ judgment highlights the deep-seated orientation of Nigerians towards the reconciliation of disputes through arbitration, mediation, and conciliation. This orientation is reflective of a broader cultural ethos that values communal harmony, social cohesion, and peaceful coexistence. In Nigeria, the use of Alternative Dispute Resolution (ADR) mechanisms is not a novel phenomenon; rather, it is an integral component of the country's customary legal system. Before the advent of colonialism, various communities across Nigeria employed informal, yet effective, methods of dispute resolution that were tailored to their unique cultural, social, and economic contexts⁶. These traditional practices were based on principles of restorative justice, focusing on repairing relationships and maintaining the stability of the community. Even today, many Nigerians still prefer ADR methods over formal legal proceedings, as they are seen as more efficient, cost-effective, and culturally appropriate.

Suffice that to be what it may, in recent years, Nigeria has taken significant strides in reforming its arbitration and mediation framework. The Arbitration and Mediation Act 2023, which

⁴ (1998) 4 NWLR (pt 90) 554 572.

⁵ *Ibid* (note 3).

⁶ A Emiola, *The Principles of African Customary Law* (2nd edition, Emiola Publishers Ltd Nigeria, 2005) 1.

repealed the Arbitration and Conciliation Act⁷, marks a significant milestone in this regard. The new Act aims to provide a more comprehensive and modern framework for arbitration and mediation in Nigeria, with provisions that cater to the complexities of modern commercial disputes. However, the Act's provisions on electronically signed arbitration agreements raise important questions about the validity and enforcement of such agreements in Nigeria, owing to the fact that electronic signatures are still a relatively new concept in the country.

As Nigeria continues to evolve and grow, the need for effective dispute resolution mechanisms has become increasingly pressing. The advent of technology has introduced new dimensions to dispute resolution, including the use of electronically signed arbitration agreements⁸. However, the validity and enforcement of these agreements in Nigeria remain unclear, raising important questions about the intersection of technology and traditional dispute resolution mechanisms. Against this backdrop, it is imperative to examine the legal framework governing ADR in Nigeria, with a view to understanding the implications of technological innovations for the validity and enforcement of arbitration agreements.

Based on the above highlights, through a critical examination of the Arbitration and Mediation Act 2023 and other relevant laws, this study aims to provide a clear-cut understanding of the legal framework governing the validity and enforcement of electronically signed arbitration agreements in Nigeria. Specifically, this study will investigate the implications of electronically signed arbitration agreements on the arbitration process in Nigeria, including issues related to jurisdiction, enforceability, and recognition of awards. By exploring the validity and enforcement

⁷ Arbitration and Conciliation Act Cap A 18 Laws of the Federation of Nigeria 2004 (herein after referred to as ACA).

⁸ HN Agil, 'Electronic Arbitration: The New Mechanism for Dispute Resolution' *The Arbitrator & Mediator Journal*, 2016, pp. 1-8, available on <https://www.5.austilii.edu.au/au/journals/ANZRIIArbmedr/2016/8.pdf> accessed on 12 January 2024.

of electronically signed arbitration agreements in Nigeria, this study seeks to provide actionable insights that can inform the development of effective dispute resolution mechanisms in Nigeria, ultimately contributing to the promotion of justice, economic growth, and social cohesion in the country.

1.2 Statement of the Problem

The increasing use of technology in commercial transactions has led to a corresponding increase in the use of electronically signed agreements. This concern is particularly relevant in the context of arbitration agreements, where the validity and enforceability of the agreement can have significant implications for the arbitration process.

Some of the specific problems that have informed this study include:

The absence of specific provisions in the Arbitration and Mediation Act 2023 addressing the use of electronically signed arbitration agreements, which creates a gap in the law. This gap can be exploited by unscrupulous parties seeking to avoid their obligations under an arbitration agreement.

The potential for disputes arising from the use of electronically signed arbitration agreements, particularly in situations where the agreement is contested or where there are issues with the authenticity of the electronic signature. These disputes can lead to delays and increased costs in the arbitration process, which can undermine the effectiveness of arbitration as a means of dispute resolution.

The need for guidance on the procedures for executing and verifying electronically signed arbitration agreements in Nigeria. The lack of clear guidance on these procedures can lead to

confusion and uncertainty among parties to arbitration agreements, which can undermine the integrity of the arbitration process.

The old arbitration legislation, the Arbitration and Conciliation Act (ACA) *section 1* requires that an arbitration agreement shall be “in writing”. However, this requirement has been criticized for being inconsistent with modern business practices and contemporary forms of business communications. The ACA's requirement of a written arbitration agreement has been described as “anachronistic” and has been amended in many countries to accommodate arbitration agreements reached through electronic means⁹.

The Arbitration and Mediation Act 2023 has made significant improvements in this regard, by providing a more flexible definition of what constitutes a written arbitration agreement. *Section 2* of the Act offers a highly specific definition of the term agreement “in writing” that explicitly removes the previous criteria of signature and exchange under the repealed ACA. However, despite these improvements, there is still a need for further clarity and guidance on the use of electronically signed arbitration agreements in Nigeria. This study aims to provide such clarity and guidance, by examining the validity and enforceability of electronically signed arbitration agreements in Nigeria.

This study hence, raises the following questions:

1. What is the current legal framework governing the validity and enforceability of electronically signed arbitration agreements in Nigeria?

⁹ OO Ikubanni and AA Saheed, ‘Impact of Technology on Alternative Dispute Resolution in Nigeria and the Birth and Challenges of Online Dispute Resolution’. *Global Journal of Politics and Law Research* [2022] (10) (4), 1-13.

2. How do the provisions of the Arbitration and Mediation Act 2023 address the use of electronically signed arbitration agreements, and what are the implications of these provisions for the arbitration process in Nigeria?
3. What are the challenges and limitations associated with the use of electronically signed arbitration agreements in Nigeria, and how can these challenges be addressed through legislative reforms or judicial interpretations?
4. To what extent do the Nigerian courts recognize and enforce electronically signed arbitration agreements, and what are the key factors that influence the courts' decisions in this regard?

1.3 Aim and Objectives of the Study

The core aim of the study is to carry out a critical analysis of the legal framework governing the validity and enforcement of electronically signed arbitration agreement in Nigeria.

The objectives of the study are:

1. To discover the current legal framework governing the validity and enforceability of electronically signed arbitration agreements in Nigeria.
2. To find out how the provisions of the Arbitration and Mediation Act 2023 address the use of electronically signed arbitration agreements, and what the implications of these provisions for the arbitration process in Nigeria are.
3. To underscore the challenges and limitations associated with the use of electronically signed arbitration agreements in Nigeria, and how these challenges can be addressed through legislative reforms or judicial interpretations.

4. To find out the extent the Nigerian courts recognize and enforce electronically signed arbitration agreements, and what the key factors that influence the courts' decisions in this regard are.

1.4 Scope of the Study

The scope of this study is focused on examining the validity and enforcement of electronically signed arbitration agreements in Nigeria, with a critical analysis of the legal framework governing arbitration in Nigeria. Specifically, the study will examine the provisions of the Arbitration and Mediation Act 2023, the Nigerian Evidence Act 2011, and other relevant laws and regulations that impact the validity and enforcement of electronically signed arbitration agreements in Nigeria.

1.5 Significance of the Study

The study has both theoretical and practical significance. Theoretically, the study contributes to the existing body of knowledge on arbitration law and practice in Nigeria, by providing a critical analysis of the legal framework governing electronically signed arbitration agreements. This will help to fill the existing gap in the literature on arbitration law in Nigeria, and will provide a valuable resource for scholars and researchers in the field.

Practically, the study has significant implications for businesses and individuals who engage in international commercial transactions, and who require a reliable and efficient means of resolving disputes. The study provides guidance on the formalities and procedures required for electronically signed arbitration agreements to be valid and enforceable in Nigeria, which will help to promote certainty and predictability in the arbitration process. Additionally, the study's

findings and recommendations will be useful for policymakers and lawmakers, who can use them to inform the development of new laws and regulations governing arbitration in Nigeria.

1.6 Research Methodology

The study adopted the doctrinal/analytical method, which involves a critical analysis of existing laws, regulations, and judicial decisions related to electronically signed arbitration agreements in Nigeria. *McConvill* while attempting to give a succinct view of what a doctrinal research method is defined it as involving the analysis and explanation of the content and principles of the law, and the application of those principles to particular problems or situations¹⁰. This method was chosen because it allows for a detailed examination of the legal framework governing arbitration in Nigeria, and provides a framework for analyzing the implications of electronically signed arbitration agreements for the arbitration process.

The study relied primarily on secondary sources of data, including textbooks, journal articles, conference papers, and online resources. These sources were used to gather information on the current state of arbitration law and practice in Nigeria, as well as international best practices and standards in the field of arbitration.

The study also analyzed relevant laws and regulations, including the Arbitration and Mediation Act 2023, the Nigerian Evidence Act 2011, and the UNCITRAL Model Law on International Commercial Arbitration. Additionally, the study examined relevant judicial decisions, including decisions of the Nigerian courts and international arbitration tribunals.

¹⁰McConvill James, *Research Methods for Law* (Routledge, 2017) 43.

1.7 Limitations of the Study

There are numerous factors that pose a limitation to this study. The first is the rapidly evolving nature of Nigeria's legal framework governing electronic transactions and arbitration, which frequently undergoes amendments and reinterpretations. Another factor is the limited availability of case law specifically addressing the enforcement of electronically signed arbitration agreements in Nigeria, restricting comprehensive analysis. Additionally, there is a scarcity of primary data, such as direct insights from legal practitioners or arbitrators, forcing reliance on secondary sources. The technical complexity of electronic signatures, with varying standards and platforms, also presents a challenge to consistent evaluation. Lastly, the study's exclusive focus on Nigeria's legal system narrows its applicability to other jurisdictions with different regulatory frameworks.

Notwithstanding the above limitations to this study, the study overcomes these limitations by offering a strong analysis via using the most recent legislative texts, relying on comparative legal viewpoints, using accessible academic resources, standardising technical assessments depending on common Nigerian practices, and contextualising results within worldwide arbitration ideas to guarantee a thorough and pertinent contribution to the discussion.

CHAPTER TWO

CONCEPTUAL CLARIFICATIONSTHEORETICAL FOUNDATION AND LITERATURE REVIEW

2.1 Conceptual Clarifications

The enforceability of electronically signed arbitration agreements in Nigeria rests on a thorough understanding of key concepts that integrate traditional legal principles with digital advancements. Arbitration, as a consensual and efficient dispute resolution mechanism, depends on agreements that must satisfy formal and substantive requirements, increasingly influenced by electronic signatures and digital transactions. Nigeria's legal framework, primarily governed by the *Arbitration and Mediation Act 2023* and *Evidence Act 2011*, alongside international instruments like the United Nations Commission on International Trade Law (*UNCITRAL Model Law on International Commercial Arbitration*), provides the foundation for assessing these agreements, though challenges such as judicial conservatism, cybersecurity risks, and limited digital infrastructure persist. This section defines, explains, and clarifies *Arbitration Agreements*, *The Concept of "Writing"*, *The Concept of 'Signature'*, *The Concept of 'Electronic Signature'*, and *Consent in Electronic Transactions*, elucidating their meanings, legal underpinnings, and implications within Nigeria's legal landscape.

2.1.1 Arbitration Agreements

An arbitration agreement is a contractual undertaking by parties to resolve existing or future disputes through arbitration, a private, binding process valued for its confidentiality, flexibility, and speed, particularly in Nigeria's commercial sector where litigation delays often exceed three years. Defined under *Section 1* of the *Arbitration and Mediation Act 2023*, it requires a clear expression of intent to arbitrate, typically recorded in writing, aligning with *Article 7* of the

UNCITRAL Model Law on International Commercial Arbitration (2006, Option I). The agreement's validity hinges on mutual consent, legal capacity of the parties, and a lawful subject matter, with defects such as fraud, coercion, or illegality rendering it unenforceable under *Section 48* of the Act. In Nigeria's multi-jurisdictional context, arbitration agreements provide an alternative to congested courts, though their formal requirements shape their application in both physical and digital formats across sectors like oil, telecommunications, and construction.¹¹

The legal framework for arbitration agreements in Nigeria is strengthened by the *New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958*, domesticated through *Section 51* of the *Arbitration and Mediation Act 2023*, which mandates courts to uphold agreements unless they are null, inoperative, or incapable of performance. These agreements typically specify the scope of arbitrable disputes, the arbitral seat, and the governing law, ensuring clarity and enforceability, especially in Nigeria's federated system with concurrent state and federal jurisdictions.¹² *Section 2* of the Act permits incorporation by reference, allowing arbitration clauses in separate documents or digital contracts to be binding, as seen in cases like *Shell Petroleum v. Crestar Integrated*¹³, though judicial emphasis on tangible records impacts electronic agreements' recognition.

Arbitration agreements embody the principle of party autonomy, enabling parties to customize dispute resolution processes, including selecting arbitrators, procedural rules, and the seat of arbitration, which is critical in Nigeria's diverse commercial landscape. The *Arbitration and*

¹¹ Oluwafemi A. Ladapo, 'Arbitration as a Dispute Resolution Mechanism in Nigeria', *Journal of Nigerian Law* [2017] (25) (1) 34-49.

¹² Kolawole Mayomi, 'Judicial Support for Arbitration Agreements in Nigeria', *African Journal of International and Comparative Law* [2019] (27) (2) 245-267.

¹³ [2016] 9 NWLR (Pt. 1517) 300 (Supreme Court of Nigeria).

*Mediation Act 2023*¹⁴ allows agreements to exist as standalone contracts or clauses within broader agreements, providing versatility, as affirmed by the separability doctrine in *NNPC v. Clifco Nigeria Ltd*¹⁵, which treats arbitration clauses as independent of the main contract. This ensures their enforceability even if the underlying contract is void, supporting their robustness in both domestic and international disputes. However, the requirement for a written record, particularly in electronic commerce, raises questions about compliance with evidentiary standards under the *Evidence Act 2011*¹⁶, especially for digital formats.¹⁷

Public policy considerations further shape arbitration agreements in Nigeria, as Section 52 of the *Arbitration and Mediation Act 2023* permits courts to invalidate agreements that contravene national interests, such as those involving corruption or public fraud, as seen in *Transocean Shipping v. Ekwueme*¹⁸. The written form of agreements serves as critical evidence of intent, essential for enforceability under the *New York Convention*¹⁹, which Nigeria has adopted. In electronic contexts, the written requirement extends to digital communications, but judicial interpretations, as in *Statoil Nigeria Ltd v. NNPC*²⁰, often prioritize physical documentation due to concerns over authenticity and cybersecurity, given Nigeria's exposure to 12% of African cyberattacks, impacting the perception of digital arbitration agreements.²¹

¹⁴Section I.

¹⁵ [2011] 10 NWLR (Pt. 1255) 209 (Supreme Court of Nigeria).

¹⁶Section 84.

¹⁷ Yetunde O. Ogunleye, 'Separability Doctrine in Nigerian Arbitration', *Journal of Arbitration Studies* [2018] (28) (4) 401-420.

¹⁸ [2014] 13 NWLR (Pt. 1423) 1.

¹⁹Article II.

²⁰ [2013] 14 NWLR (Pt. 1373) 1.

²¹ Olusola A. Adegbite, 'Public Policy in Nigerian Arbitration Law', *Journal of African Legal Studies* [2021] (14) (3) 123-140.

2.1.2 Writing

The concept of “writing” in arbitration agreements denotes a record, whether physical or electronic, that captures the parties’ intent to submit disputes to arbitration, a core requirement under *Section 1* of the *Arbitration and Mediation Act 2023*, which aligns with *Article 7* of the *UNCITRAL Model Law on International Commercial Arbitration* (2006, Option I). This provision defines writing expansively to include any form that provides a verifiable record, such as contracts, letters, emails, or digital messages, accommodating both traditional and digital arbitration agreements. In Nigeria, the *Evidence Act 2011*²² recognizes electronic records as writing if their authenticity and integrity are proven, though judicial interpretations, as in *B Stabilini v. NDIC*²³, often favor paper-based documents, reflecting concerns over digital evidence reliability in a country with 44% internet penetration.²⁴

The writing requirement serves to ensure certainty, clarity, and proof of agreement, vital for Nigeria’s high-value commercial disputes in sectors like oil, telecommunications, and infrastructure. The *New York Convention 1958*²⁵, domesticated via *Section 51* of the *Arbitration and Mediation Act 2023*, interprets writing to encompass electronic communications, including historical forms like telex or telegrams, and modern equivalents like emails or digital contracts. However, Nigerian courts, as in *FBN v. Maiwada*²⁶, apply stringent evidentiary standards under the *Evidence Act 2011*, requiring proof of electronic system reliability, which challenges the

²²*Section 84.*

²³ [2018] 9 NWLR (Pt. 1624) 1

²⁴ Omolola O. Olarinde, ‘The Writing Requirement in Nigerian Arbitration’, *Journal of Arbitration Studies* [2019] (29) (3) 345-362.

²⁵*Article II(2).*

²⁶ [2015] 5 NWLR (Pt. 1452) 1.

recognition of digital arbitration agreements, particularly in rural areas with limited internet access (35% compared to 65% urban).²⁷

Writing also includes incorporation by reference, as permitted under *Section 2* of the *Arbitration and Mediation Act 2023*, allowing arbitration clauses in separate documents or digital terms to be binding if clearly referenced. This flexibility supports electronic commerce, where arbitration agreements are often embedded in online contracts, but judicial practice, as in *Okeke v. Okoli*²⁸, underscores the need for verifiable records, raising challenges for electronic formats due to concerns over authenticity and cybersecurity risks, with Nigeria accounting for 12% of African cyberattacks. The *UNCITRAL Model Law 2006*'s functional equivalence principle ensures electronic records satisfy writing requirements, providing a global standard for Nigeria's framework.²⁹

The concept of writing further intersects with Nigeria's legal and cultural context, where written contracts carry significant weight in formal transactions, influencing arbitration agreement practices. The *Evidence Act 2011* *Section 84*'s requirements for electronic records, including proof of system integrity, reflect a cautious approach to digital writing, as seen in *Eze v. FRN*³⁰, where courts emphasized the need for robust verification. Internationally, frameworks like Australia's *Electronic Transactions Act 1999* validate electronic writing comprehensively, highlighting a contrast with Nigeria's framework, which faces challenges from infrastructural

²⁷ Kemi O. Adekunle, 'Electronic Communications and the New York Convention in Nigeria', *African Journal of International Arbitration* [2021] (2) (1) 89-106.

²⁸ [2017] 8 NWLR (Pt. 1568) 1.

²⁹ Tunde A. Olowu, 'Incorporation by Reference in Nigerian Arbitration Law', *Journal of International Arbitration* [2020] (37) (3) 401-418.

³⁰ [2019] 12 NWLR (Pt. 1687) 1.

deficits and judicial conservatism, shaping the application of writing in digital arbitration agreements.³¹

2.1.3 Signature

The concept of a ‘signature’ in arbitration agreements refers to a mark, symbol, or action that authenticates a party’s intent to be bound, traditionally a handwritten signature, but its scope is evolving in Nigeria’s digital era. The *Arbitration and Mediation Act 2023*³² does not explicitly mandate signatures for arbitration agreements, emphasizing a written record instead, yet signatures often serve as practical evidence of consent, particularly in high-stakes disputes. The *Evidence Act 2011*³³ recognizes electronic signatures as equivalents to handwritten ones if reliably linked to the signatory, though judicial practice, as in *Zenith Bank v. Adegoke*³⁴, frequently prioritizes physical signatures, reflecting a conservative approach to digital authentication amid concerns over cybersecurity, with 60% of Nigerian businesses reporting data breaches.³⁵

A signature’s core functions—authentication, confirmation of intent, and non-repudiation—are essential in Nigeria’s arbitration context, where disputes often involve complex contracts in sectors like oil and gas or construction. The *New York Convention 1958*³⁶, domesticated via *Section 51* of the *Arbitration and Mediation Act 2023*, does not require signatures, allowing flexibility for agreements to be binding without them, provided a written record exists, as seen in global arbitration practices. However, in Nigeria, signatures remain a norm, and their electronic

³¹ Chinedu O. Egbuna, ‘Electronic Records in Nigerian Contract Law’, *Journal of African Technology Law* [2020] (2) (3) 45-61.

³²*Section 1*.

³³*Section 93(3)*.

³⁴ [2016] 15 NWLR (Pt. 1534) 1.

³⁵ Aderemi O. Ogunlade, ‘Signatures in Nigerian Arbitration Agreements’, *Journal of African Arbitration* [2018] (1) (2) 78-94.

³⁶*Article II(2)*.

equivalents face scrutiny under the *Evidence Act 2011*³⁷, which requires proof of electronic record integrity, as highlighted in *Nweke v. State*³⁸, due to concerns over digital manipulation and reliability.

The concept of a signature also reflects cultural and legal expectations in Nigeria, where physical signatures carry significant weight in formal transactions, influencing arbitration agreement practices. Internationally, jurisdictions like Canada, under the *Personal Information Protection and Electronic Documents Act 2000*, recognize electronic signatures as valid for contracts, including arbitration agreements, provided they meet functional requirements. In Nigeria, the *Cybercrimes Act 2015*³⁹ supports digital signatures but lacks specific guidance for arbitration, creating ambiguity, particularly for advanced signatures like those using Public Key Infrastructure (PKI), adopted by only 8% of businesses, limiting their role in ensuring signature reliability.⁴⁰

2.1.4 Electronic Signature

An ‘electronic signature’ is defined as data in electronic form, such as a typed name, scanned image, or cryptographic code, used to authenticate a signatory’s intent in a digital record, critical for digital arbitration agreements in Nigeria. Governed by *Section 93(3)* of the *Evidence Act 2011*, electronic signatures are admissible if they reliably identify the signatory and indicate approval, aligning with the *UNCITRAL Model Law on Electronic Signatures 2001*, which adopts a technology-neutral approach to include various signature types. In Nigeria, electronic signatures facilitate efficient contract execution in e-commerce, but their reliability is challenged

³⁷*Section 84.*

³⁸ [2015] 6 NWLR (Pt. 1455) 1.

³⁹*Section 17.*

⁴⁰ Olabisi O. Adekola, ‘Cultural Influences on Signatures in Nigerian Law’, *African Journal of Law and Technology* [2021] (3) (2) 56-72.

by cybersecurity risks, with 12% of African cyberattacks targeting Nigeria, affecting trust in digital transactions for arbitration agreements.⁴¹

Electronic signatures encompass simple, advanced, and qualified types, each with distinct legal and technical characteristics. Simple signatures, like email footers or typed names, are used in low-risk transactions, while advanced signatures, employing PKI, provide higher security through cryptographic methods, though only 8% of Nigerian businesses adopt PKI by 2025. Qualified signatures, certified by trusted authorities, offer the highest legal weight but are rare in Nigeria due to infrastructural limitations, including 44% internet penetration. The *Evidence Act 2011*⁴² requires proof of electronic signature integrity, as seen in *Ojo v. FRN*⁴³, emphasizing system reliability, which complicates their application in arbitration agreements.

The *Cybercrimes Act 2015*⁴⁴ recognizes digital signatures, reinforcing their legal status, but lacks a clear framework for their use in arbitration agreements, unlike the EU's *eIDAS Regulation 2014*, which provides a structured hierarchy for signature types. In Nigeria, electronic signatures serve authentication, integrity, and non-repudiation functions, essential for high-stakes arbitration disputes, but judicial scrutiny, as in *Kubor v. Dickson*⁴⁵, highlights the need for robust verification processes to ensure enforceability, given Nigeria's cybersecurity challenges and low digital literacy (60% illiteracy rate).⁴⁶

⁴¹ Adeyinka O. Adediran, 'Electronic Signatures and Cybersecurity in Nigeria', *Journal of African Technology Law* [2024] (6) (2) 45-61.

⁴²Section 84.

⁴³ [2018] 10 NWLR (Pt. 1628) 1.

⁴⁴Section 17.

⁴⁵ [2013] 4 NWLR (Pt. 1345) 534.

⁴⁶ Chinweke U. Okeke, 'Legal Framework for Electronic Signatures in Nigeria', *African Journal of Law and Technology* [2020] (2) (4) 56-72.

2.1.5 Consent in Electronic Transactions

Electronic transactions refers to the voluntary, informed agreement of parties to be bound by a digital record, such as an arbitration agreement, a fundamental principle in Nigeria’s contract law under *Section 1* of the *Arbitration and Mediation Act 2023* and *Section 93(3)* of the *Evidence Act 2011*. This electronic transaction need the consent of the parties to validate the electronic transactions. The *UNCITRAL Model Law on Electronic Commerce 1996 Article 11* validates electronic consent if intent is clearly expressed, applicable to arbitration agreements formed through digital platforms, such as clicking “I agree” or applying an electronic signature. In Nigeria, consent’s validity is complicated by cybersecurity risks, with 12% of African cyberattacks targeting the country, raising concerns over fraud, coercion, or unauthorized access, particularly among populations with a 60% digital illiteracy rate, affecting comprehension of digital interfaces.⁴⁷

Consent requires legal capacity, voluntariness, and awareness of the transaction’s implications, principles enshrined in Nigeria’s contract law and reinforced by the *Cybercrimes Act 2015*⁴⁸, which criminalizes fraudulent electronic activities. In arbitration agreements, consent is manifested through actions like applying electronic signatures or accepting online terms, but verifying these actions’ authenticity, as required under the *Evidence Act 2011*⁴⁹, is critical, as seen in *Dikibo v. Ibuluya*⁵⁰. Nigeria’s digital divide, with 65% urban versus 35% rural internet access, challenges the ability to ensure informed consent, particularly for rural parties engaging

⁴⁷ Adewumi O. Adebajo, ‘Consent in Nigerian Electronic Transactions’, *Journal of African Technology Law* [2023] (5) (4) 67-83.

⁴⁸ *Section 13*.

⁴⁹ *Section 84*.

⁵⁰ [2016] 7 NWLR (Pt. 1511) 1.

in digital arbitration agreements, where access to technology and understanding of digital processes vary widely.⁵¹

The concept of consent also involves ensuring non-repudiation, where parties cannot deny their agreement, a function supported by electronic signatures, audit trails, or time-stamped records in digital platforms. In Nigeria, judicial interpretations, as in *Eze v. FRN*⁵², affirm electronic evidence of consent if authenticated, but stringent requirements under the *Evidence Act 2011* reflect concerns over digital manipulation, particularly in a country with limited PKI adoption (8% of businesses). Internationally, frameworks like Australia's *Electronic Transactions Act 1999* validate electronic consent through verifiable processes, such as digital logs, providing a contrast to Nigeria's framework, where infrastructural deficits impact consent verification in arbitration agreements.⁵³

Consent's role in electronic arbitration agreements is further shaped by global standards, such as the *New York Convention 1958*⁵⁴, which requires clear evidence of agreement to arbitrate, applicable to both physical and digital formats. The *Singapore Convention on Mediation 2018* recognizes electronic consent in dispute resolution agreements, reflecting a global shift toward digital acceptance. In Nigeria, consent in digital transactions must be verifiable to ensure enforceability, as highlighted in *Kubor v. Dickson*⁵⁵, where courts emphasized electronic record integrity. The country's legal framework, constrained by cybersecurity challenges and low

⁵¹ Oluwaseyi T. Adekunle, 'Electronic Consent in Nigerian Contract Law', *Journal of African Commercial Law* [2021] (9) (2) 78-94.

⁵² [2019] 12 NWLR (Pt. 1687) 1.

⁵³ Temitayo O. Afolabi, 'Consent Mechanisms in Electronic Transactions', *Journal of International Arbitration* [2023] (40) (3) 401-418.

⁵⁴ *Article II(1)*.

⁵⁵ [2013] 4 NWLR (Pt. 1345) 534.

digital literacy, shapes the application of consent across diverse commercial contexts, from oil and gas to e-commerce.⁵⁶

2.2 Theoretical Foundation

2.2.1 Contract Theory

The concept of contract theory has its roots in ancient Greece, with philosophers such as Aristotle in 350 BCE and Plato in 380 BCE, discussing the nature of agreements and promises. However, modern contract theory as we know it today began to take shape in the 17th and 18th centuries with the works of philosophers such as Thomas Hobbes in 1651, John Locke in 1689, and Jean-Jacques Rousseau in 1762. These philosophers laid the groundwork for the idea that contracts are based on the mutual agreement and consent of the parties involved. According to Fried, ‘contract is a promise, and a promise is an undertaking to perform a specific act’⁵⁷. In the context of electronically signed arbitration agreements in Nigeria, contract theory provides a framework for understanding the validity and enforceability of such agreements.

The ideology of contract theory is centered on the idea that contracts are based on the free and informed consent of the parties involved⁵⁸. Proponents of contract theory, such as John Rawls and Charles Fried, argue that contracts are a means of facilitating cooperation and exchange between individuals and organizations⁵⁹. In the context of electronically signed arbitration agreements, contract theory suggests that such agreements are valid and enforceable if they meet certain criteria, such as mutual consent, consideration, and capacity. Hence, the use of electronic

⁵⁶ Oluwafemi A. Adeyemo, ‘Consent in Global Arbitration Frameworks’, *Arbitration Review of Africa* [2021] (1) (3) 56-73.

⁵⁷ C. Fried, *Contract as Promise: A Theory of Contractual Obligation* (Harvard University Press, 1981) 17.

⁵⁸ P. S. Atiyah, *The Rise and Fall of Freedom of Contract* (Oxford University Press, 1979).

⁵⁹ J. Rawls, *A Theory of Justice* (Harvard University Press, 1971).

signatures in arbitration agreements requires careful consideration of the security and authenticity of the communication.

In the context of this study, the contract theory provides a useful framework for analyzing the validity and enforceability of electronically signed arbitration agreements in Nigeria. By examining the mutual consent, consideration, and capacity of the parties involved, contract theory can help to project light on the legal framework governing electronically signed arbitration agreements in Nigeria. Furthermore, contract theory can also provide insights into the potential challenges and limitations of electronically signed arbitration agreements, such as issues related to authentication, security, and enforceability⁶⁰.

2.2.2 Autonomy Theory

The concept of autonomy theory has its roots in the philosophical works of Immanuel Kant, who argued that individuals have the capacity for self-legislation and moral autonomy⁶¹. However, recent scholarship has expanded on this concept, highlighting its relevance to contemporary contract law. For instance, *Chen-Wishart* argues that autonomy theory provides a framework for understanding the role of consent in contract formation⁶². Similarly, it can be contended that the autonomy theory can inform our understanding of contractual obligations and the limits of party autonomy. Furthermore, autonomy theory has been applied in various contexts, including employment law, consumer protection, and international commercial arbitration⁶³. In the context of electronically signed arbitration agreements, autonomy theory provides a useful framework for analyzing the validity and enforceability of such agreements.

⁶⁰C Okoro, *Arbitration in Nigeria: Law, Practice and Procedure* (Wolters Kluwer, 2017).

⁶¹I Kant, *Grounding for the Metaphysics of Morals* (1785).

⁶²M Chen-Wishart, *Contract Law* (Oxford University Press, 2019) 123.

⁶³ML Moses, *The Principles and Practice of International Commercial Arbitration* (Cambridge University Press, 2017).

The ideology of autonomy theory is centered on the idea that individuals have the capacity for self-legislation and moral autonomy. Recent scholarship has emphasized the importance of autonomy theory in understanding the nature of contractual obligations. For example, Gordley argues that autonomy theory provides a framework for understanding the moral obligations that arise from contractual agreements⁶⁴. Similarly, the autonomy theory can inform our understanding of the limits of party autonomy and the role of consent in contract formation.

The application of autonomy theory to electronically signed arbitration agreements in Nigeria raises several important issues. One of the key issues is the question of whether electronic signatures can be considered as a valid form of consent. According to the Arbitration and Mediation Act 2023, an arbitration agreement must be in writing, and the Act does not explicitly provide for electronic signatures. However, as noted by Lin, electronic signatures can be considered as a valid form of consent, provided that they meet certain criteria, such as authenticity, integrity, and non-repudiation⁶⁵.

In the context of this study, the autonomy theory provides a useful background for analyzing the validity and enforceability of electronically signed arbitration agreements in Nigeria. By examining the autonomy of the parties involved, autonomy theory can help to shed light on the legal framework governing electronically signed arbitration agreements in Nigeria⁶⁶. Furthermore, autonomy theory can also provide insights into the potential challenges and limitations of electronically signed arbitration agreements, such as issues related to authentication, security, and enforceability. Additionally, autonomy theory can inform our understanding of the role of consent in electronically signed arbitration agreements, and the

⁶⁴J Gordley, *The Philosophical Origins of Modern Contract Doctrine* (Oxford University Press, 2013) 123.

⁶⁵Y Lin, 'Electronic Signatures in Contract Law'. *Journal of Contract Law* [2020] (36) (1) 123-140.

⁶⁶E Zamir, *Contract Law and Morality* (Oxford University Press, 2017).

limits of party autonomy in the context of electronic contracting⁶⁷. Moreover, autonomy theory can also provide insights into the potential implications of electronically signed arbitration agreements for the parties involved, including issues related to fairness, transparency, and accountability. Overall, autonomy theory provides a useful framework for analyzing the validity and enforceability of electronically signed arbitration agreements in Nigeria, and for understanding the potential implications of such agreements for the parties involved.

2.2.3 Technology Acceptance Model (TAM)

The Technology Acceptance Model (TAM) is a theoretical framework that explains how users form attitudes and intentions towards using a new technology. The model was first introduced by Fred Davis in 1989, as a part of his doctoral dissertation. Since then, TAM has been widely used in various fields, including information systems, marketing, and management, to study the adoption and use of new technologies⁶⁸. In the context of electronically signed arbitration agreements, TAM provides a useful framework for understanding the factors that influence the adoption and use of electronic signatures in arbitration agreements.

The ideology of TAM is anchored on the idea that the adoption and use of a new technology is influenced by two main factors: perceived usefulness and perceived ease of use. Perceived usefulness refers to the degree to which a user believes that a new technology will improve their performance or achieve their goals. Perceived ease of use, on the other hand, refers to the degree to which a user believes that a new technology is easy to use and understand. According to

⁶⁷D Kimel, *From Promise to Contract: Towards a Liberal Theory of Contract* (Hart Publishing, 2003).

⁶⁸WR King and J He, 'A Meta-Analysis of the Technology Acceptance Model'. *Information & Management* [2006] (43) (6) 740-755.

TAM, these two factors influence an individual's attitude towards using a new technology, which in turn influences their intention to use it⁶⁹.

The application of TAM to electronically signed arbitration agreements in Nigeria is relevant, as it can help to identify the factors that influence the adoption and use of electronic signatures in arbitration agreements. For instance, a study by *Ojukwu* found that perceived usefulness and perceived ease of use were significant predictors of the intention to use electronic signatures in arbitration agreements in Nigeria⁷⁰, and it can as well be said that the adoption of electronic signatures in arbitration agreements in Nigeria was influenced by factors such as perceived usefulness, perceived ease of use, and trust in the technology.

The Technology Acceptance Model (TAM) offers a valuable theoretical framework for this study, as it facilitates an in-depth examination of the key factors influencing the adoption and utilization of electronic signatures in arbitration agreements within the Nigerian context. By examining the perceived usefulness and perceived ease of use of electronic signatures, TAM can help to shed light on the legal framework governing electronically signed arbitration agreements in Nigeria⁷¹. Furthermore, TAM can also provide insights into the potential challenges and limitations of electronically signed arbitration agreements, such as issues related to authentication, security, and enforceability. Additionally, TAM can inform our understanding of the role of trust in the adoption and use of electronic signatures in arbitration agreements, and the

⁶⁹V Venkatesh and FD Davis, 'A Theoretical Extension of the Technology Acceptance Model: Four Longitudinal Field Studies'. *Management Science* [2000] (46) (2) 186-204.

⁷⁰C Ojukwu, 'The Adoption of Electronic Signatures in Arbitration Agreements in Nigeria: An Empirical Study'. *Journal of Arbitration Studies* [2020] (20) (1) 1-15.

⁷¹V Venkatesh and FD Davis, 'A Theoretical Extension of the Technology Acceptance Model: Four Longitudinal Field Studies'. *Management Science* [2000] (46) (2) 186-204.

potential implications of electronically signed arbitration agreements for the parties involved⁷². Overall, TAM provides a useful framework for understanding the adoption and use of electronic signatures in arbitration agreements in Nigeria, and for identifying the potential challenges and limitations of electronically signed arbitration agreements.

2.2.4 Legal Formalism Theory

The Legal Formalism Theory, a jurisprudential framework, has its genesis in the 19th century, particularly in the works of German jurists such as Friedrich Carl von Savigny⁷³ and Georg Friedrich Puchta⁷⁴. This theory posits that the law should be understood and applied in a strict and literal manner, without regard to external factors such as social context, morality, or policy considerations. Proponents of Legal Formalism, such as Christopher Columbus Langdell and Joseph Beale, argue that the law should be treated as a closed system, with its own internal logic and rules. The underlying assumption of Legal Formalism is that the law is a rational and coherent system, which can be understood and applied through the use of logical reasoning and deductive analysis⁷⁵.

The application of Legal Formalism to electronically signed arbitration agreements in Nigeria raises several important issues. One of the key issues is the question of whether the Nigerian Arbitration and Mediation Act (AMA) recognizes electronically signed arbitration agreements as valid and enforceable. According to *Section 2(2)* of the AMA, an arbitration agreement shall be in writing, but the Act does not explicitly provide for electronic signatures. However, *Ilechukwu*, while making reference to the old ACA stated that ‘the ACA's requirement for a written

⁷²PA Pavlou, ‘Consumer Acceptance of Electronic Commerce: Integrating Trust and Risk with the Technology Acceptance Model’. *International Journal of Electronic Commerce* [2003] (7) (3) 101-134.

⁷³FC von Savigny, *System des heutigen Römischen Rechts* (Veit und Comp.1840).

⁷⁴GF Puchta, *Cursus der Institutionen* (Breitkopf & Härtel, 1841).

⁷⁵M Weber, *Wirtschaft und Gesellschaft* (J.C.B. Mohr.1925).

arbitration agreement can be satisfied by an electronic signature, provided that the signature is authenticated and verified⁷⁶. Furthermore, the Nigerian Evidence Act (NEA) provides for the admissibility of electronic evidence in court proceedings, which may also be relevant to the enforcement of electronically signed arbitration agreements⁷⁷.

In the realm of electronically signed arbitration agreements in Nigeria, Legal Formalism emerges as a pivotal framework for discerning validity and enforceability. By meticulously examining the intricacies of relevant laws and regulations, such as the Arbitration and Mediation Act (AMA) 2023 and the Nigerian Evidence Act (NEA) 2011, Legal Formalism illuminates the complex legal landscape governing these agreements. Moreover, this theoretical framework offers profound insights into the challenges and limitations that arise from electronically signed arbitration agreements, including the nuances of authentication, security, and enforceability⁷⁸. Ultimately, Legal Formalism provides a rich understanding of the role of the courts in enforcing these agreements, as well as the far-reaching implications for the parties involved, thereby facilitating a deeper comprehension of the intricacies surrounding electronically signed arbitration agreements in Nigeria.

2.3 Review of Related Literature

Born meticulously examines the discourse surrounding international commercial arbitration, offering a profound analysis of its foundational principles⁷⁹. He regards arbitration agreements, jurisdictional frameworks, and enforcement mechanisms as essential components of a

⁷⁶LC Ilechukwu, 'Electronic Signatures in Arbitration Agreements: A Nigerian Perspective'. *Journal of International Arbitration* [2017] (34) (2) 123-140.

⁷⁷Section 84 Evidence Act 2011.

⁷⁸HM Kritzer, 'The Validity and Enforcement of Electronically Signed Arbitration Agreements'. *Journal of Dispute Resolution* [2015] (1) 1-15.

⁷⁹GB Born, *International Commercial Arbitration* (Kluwer Law International, 2014) 1-850.

comprehensive global dispute resolution structure. His examination of doctrines, encompassing various legal traditions, highlights the essential role of party consent, which he considers the cornerstone of arbitral authority, establishing a strong standard for dialogues on the validity of contracts in arbitration.

However, *Babalola* enhances the discourse by depicting Nigeria's arbitration framework as a carefully organised legal system, regulated by the Arbitration and Conciliation Act⁸⁰. He advocates for the careful formulation of arbitration clauses, contending that their precision is essential for obtaining judicial acknowledgement and enforceability, a viewpoint that strongly aligns with the dynamics of Nigeria's developing commercial environment.

Chow redirects attention to the digital domain, arguing that electronic signatures in arbitration agreements gain validity by conforming to legal standards specific to the jurisdiction, reflecting the effectiveness of conventional signatures⁸¹. His focus on technological safeguards, including biometric authentication, highlights the convergence of innovation and legal reliability, providing a progressive perspective on the digital evolution of arbitration.

More so, Weber elaborates on this digital dialogue, contending that electronic signatures in international contracts attain enforceability via stringent authentication protocols that are consistent with global standards⁸². He promotes the alignment of legal frameworks through instruments such as the UNCITRAL Model Law on Electronic Signatures, a position that highlights the necessity for universal standards to enhance trust in digital transactions.

⁸⁰O Babalola, *Arbitration Law and Practice in Nigeria* (LexisNexis, 2018) 1-400.

⁸¹KP Chow, 'The Validity of Electronic Signatures in Arbitration Agreements'. *Journal of International Arbitration* [2019] (36) (2) 123-140.

⁸²R Weber, *Electronic Signatures in International Contracts* (Schulthess, 2017) 1-300.

In line, *Olawoyin* goes further to present a viewpoint from Nigeria, asserting that electronic signatures are acknowledged by the judiciary in the country, though this recognition exists within a legislative framework that lacks precision⁸³. He advocates for legislative changes aimed at strengthening the evidential integrity of electronic signatures, a perspective that underscores the conflict between the embrace of technology and the assurance of legal clarity within Nigeria's judicial system.

Smith examines the enforceability of arbitration agreements in Nigeria, highlighting ongoing challenges stemming from judicial inconsistencies and insufficient institutional frameworks⁸⁴. His support for judicial education as a solution demonstrates a practical perspective, highlighting the necessity of providing courts with the knowledge required to adeptly handle the intricacies of arbitration.

Furthermore, Reed, Paullson and Blackaby advance the discourse to a global level, praising ICSID arbitration as a fundamental mechanism for addressing investment disputes with unmatched procedural precision⁸⁵. He emphasises the importance of clear jurisdictional boundaries in arbitration agreements, contending that well-defined scopes strengthen tribunals against disputes regarding their authority, a principle that holds significance across various contexts.

Agbakoba enriches the Nigerian discourse, perceiving the Arbitration and Conciliation Act as a robust framework for the practice of arbitration⁸⁶. He underscores the essential function of

⁸³A Olawoyin, 'Nigerian Courts and the Recognition of Electronic Signatures'. *Nigerian Law Journal* [2020] (15) (1) 45-60.

⁸⁴J Smith, 'The Enforceability of Arbitration Agreements in Nigeria'. *African Journal of International and Comparative Law* [2017] (22) (3) 321-338.

⁸⁵L Reed, J Paulsson, and N Blackaby, *Guide to ICSID Arbitration* (Kluwer Law International, 2011) 1-250.

⁸⁶O Agbakoba, *Nigerian Arbitration Law and Practice* (Sweet & Maxwell, 2015) 1-350.

institutional arbitration centres in optimising dispute resolution, presenting a pragmatic perspective for improving Nigeria's arbitration framework through organised assistance.

Maniruzzaman propels the discourse on digital arbitration, advocating for the increasing recognition of electronic signatures in international arbitration, provided they adhere to jurisdictional requirements⁸⁷. His assertion that electronic signatures can curtail costs and expedite proceedings introduces an economic dimension, enriching the discourse with practical implications for global arbitration.

Ong enriches this viewpoint, contending that electronic signatures improve the efficiency of arbitration, yet simultaneously present challenges regarding authenticity and procedural fairness⁸⁸. His proposal for arbitration institutions to establish standardised protocols demonstrates a forward-thinking approach, seeking to harmonise innovation with ethical considerations in arbitration practices.

Aderemi proclaims the Arbitration and Mediation Act 2023 of Nigeria as a groundbreaking framework, acknowledging the legitimacy of electronic communications in arbitration agreements⁸⁹. He perceives the Act's alignment with global standards as a driving force for Nigeria's incorporation into international arbitration networks, a viewpoint that indicates a forward-thinking transformation in the nation's legal perspective.

Ajogwu bolsters this optimism, asserting that the Arbitration and Mediation Act 2023 strengthens the enforceability of electronically signed arbitration agreements by incorporating electronic

⁸⁷AFM Maniruzzaman, 'Electronic Signatures in International Arbitration'. *Journal of International Arbitration* [2018] (35) (5) 567-582.

⁸⁸C Ong, 'The Impact of Electronic Signatures on Arbitration'. *Journal of International Arbitration* [2020] (37) (6) 789-804.

⁸⁹ T Aderemi, *Arbitration Law & Practice in Nigeria: The Practitioner's Perspective* (LexisNexis, 2020) 1-350.

records into the definition of “writing.”⁹⁰ His focus on the Act’s stipulations for electronic dispute resolution highlights a progressive evolution in Nigerian arbitration.

Rhodes-Vivour concludes the discourse with a judicial perspective, asserting that Nigerian courts uphold arbitration agreements, including those executed electronically, provided they conform to statutory requirements⁹¹. Her observation that landmark cases have spurred judicial acceptance of arbitration indicates a developing legal framework, ready to address the intricacies of digital agreements.

2.4 Gap in Knowledge

The body of work surrounding arbitration and electronic signatures, explored by a varied group of scholars, reveals a complex dialogue that connects international principles with Nigeria's developing legal landscape. Born and Reed establish a comprehensive viewpoint, depicting arbitration as an intricate system dependent on well-defined jurisdictional limits and the agreement of the parties involved, with ICSID arbitration serving as a model of procedural precision. Maniruzzaman and Ong broaden this discourse to encompass the digital domain, promoting electronic signatures for their efficacy while endorsing standardised protocols to guarantee authenticity. Chow and Weber advance this digital emphasis, highlighting technological protections such as blockchain and the unifying capabilities of international frameworks like the UNCITRAL Model Law. Within the Nigerian framework, *Babalola* and *Agbakoba* emphasise the strength of the Arbitration and Conciliation Act, drawing attention to the essential nature of well-defined arbitration clauses and the backing of institutions. *Olawoyin*

⁹⁰ F Ajogwu, *Commercial Arbitration in Nigeria: Law and Practice* (Centre for Commercial Law Development, 2019) 1-400.

⁹¹ A Rhodes-Vivour, *Commercial Arbitration Law and Practice in Nigeria Through the Cases* (LexisNexis, 2016) 1-300.

and Smith present a sophisticated perspective, acknowledging the judicial endorsement of electronic signatures and arbitration agreements while advocating for enhanced legislative clarity and judicial education to rectify existing inconsistencies. *Aderemi, Ajogwu*, and Rhodes-Vivour present the Arbitration and Mediation Act 2023 as a pivotal development, incorporating electronic communications into arbitration agreements and positioning Nigeria in accordance with international benchmarks, with Rhodes-Vivour observing the judiciary's increasing acceptance through significant legal precedents. The scholars collectively underscore the pivotal role of arbitration in resolving disputes, alongside the growing acceptance of electronic signatures, propelled by advancements in technology and legislation.

In light of the extensive body of scholarship, notable deficiencies remain, especially concerning the legitimacy and implementation of electronically signed arbitration agreements within the distinctive legal framework of Nigeria. While Chow, Weber, Reed, *Maniruzzaman*, and Ong possess considerable authority on global arbitration and digital signatures, their analysis does not extend to Nigeria's particular legal framework, thereby constraining their relevance to the Nigerian context. *Babalola, Agbakoba*, and Smith offer thorough examinations of Nigerian arbitration; however, they neglect to address the ramifications of electronic signatures, which is a notable omission considering the increasing digitalisation of commercial transactions. *Olawoyin's* emphasis on electronic signatures, though significant, fails to delve into their particular use within arbitration agreements, resulting in a lack of exploration regarding their legal and practical implications. While *Aderemi, Ajogwu*, and Rhodes-Vivour commend the Arbitration and Mediation Act 2023 for its forward-thinking approach, their analyses fall short of a thorough exploration of the challenges associated with judicial enforcement, including the prevalence of inconsistent rulings and the practical obstacles encountered in the implementation

of electronic arbitration agreements. The identified gaps highlight the necessity for a focused investigation that rigorously examines Nigeria's legal structure, judicial methodologies, and institutional frameworks pertaining to electronically signed arbitration agreements, thus addressing the relationship between technological advancement and legal reliability within Nigeria's arbitration environment. It is this gap in knowledge that gave rise to this present study.

CHAPTER THREE

LEGAL REGIME AND INSTITUTIONAL FRAMEWORK

3.1 Legal Regime

3.1.1 National Legal Regime

3.1.1.1 The Constitution of the Federal Republic of Nigeria 1999 (as amended)

The 1999 Constitution of the Federal Republic of Nigeria (as amended) stands as the bedrock of the nation's legal system, providing a foundational framework that indirectly supports the validity and enforcement of electronically signed arbitration agreements, even though it does not explicitly address electronic signatures or arbitration mechanisms. Under the inherent provisions of the Constitution of the Federal Republic of Nigeria 1999 (as amended)⁹², it guarantees every citizen the right to a fair hearing within a reasonable time, a provision that implicitly endorses alternative dispute resolution methods such as arbitration, which increasingly rely on electronic signatures to facilitate efficient and accessible justice in Nigeria's evolving digital landscape. This constitutional right ensures that parties opting for arbitration—whether through traditional or electronic means—can seek judicial enforcement of their agreements, as courts are empowered to exercise judicial powers over disputes arising from such agreements, including those executed digitally⁹³. The supremacy clause in the constitution⁹⁴ further mandates that all laws, including those regulating electronic signatures and arbitration, must conform to constitutional principles, thereby providing a robust legal anchor for their integration into Nigeria's dispute resolution framework. This foundational role becomes particularly significant

⁹²Section 36 of the Constitution of the Federal Republic of Nigeria 1999 (as amended)

⁹³Section 6(6)(b) of the Constitution of the Federal Republic of Nigeria 1999 (as amended)

⁹⁴*Ibid*, Section 1(1) of the Constitution of the Federal Republic of Nigeria 1999 (as amended)

in a country where commercial activities are rapidly shifting online, necessitating a constitutional basis that accommodates modern tools like electronic signatures to ensure that arbitration agreements remain enforceable and aligned with the right to fair dispute resolution. However, the Constitution's broad language requires proactive interpretation by courts and lawmakers to explicitly connect its provisions to digital innovations, ensuring that electronically signed arbitration agreements are not left in a legal grey area when enforcement disputes arise⁹⁵.

Despite its foundational support, the Constitution's lack of explicit provisions on digital transactions presents significant challenges for the uniform recognition and enforcement of electronically signed arbitration agreements across Nigeria's federated structure, where judicial and technological capacities vary widely. The Constitution⁹⁶ further delineates legislative powers, placing arbitration and electronic commerce under the National Assembly's exclusive legislative list (Item 68, trade and commerce), which theoretically ensures centralized regulation; yet, enforcement often falls to state courts, which may lack the resources or expertise to handle digital evidence consistently. This federal-state divide risks inconsistent judicial outcomes, particularly in rural jurisdictions where technological infrastructure is underdeveloped, and judges may be unfamiliar with electronic signature protocols. Ajogwu elaborates on this tension, stating that the federal-state judicial disparities complicate the uniform application of technology-driven laws, especially in areas where digital literacy among judicial officers remains low⁹⁷. The Nigerian Bar Association has highlighted this issue, noting on its official platform that judicial training on digital evidence remains grossly inadequate, with many judges still

⁹⁵ Sami Kallel, 'Online Arbitration', *Journal of International Arbitration* [2008] (25) (3) 345-353. Available at: <https://kluwerlawonline.com/journalarticle/Journal+of+International+Arbitration/25.3/JOIA2008025>, accessed 12 April 2025.

⁹⁶ *Ibid* (n 3), Section 4 of the Constitution of the Federal Republic of Nigeria 1999 (as amended).

⁹⁷ F Ajogwu, *Commercial Arbitration in Nigeria: Law and Practice* (3rd ed., Centre for Commercial Law Development, 2020) 102.

reliant on traditional paper-based processes⁹⁸. This gap is particularly problematic given Nigeria’s commitment to the New York Convention, which requires enforceable arbitration agreements to meet international standards—a task made difficult if state courts fail to recognize electronic signatures due to constitutional ambiguity or lack of capacity. Addressing this requires not only legislative action from the National Assembly but also constitutional amendments or judicial precedents that explicitly affirm the applicability of digital tools in arbitration, ensuring that the Constitution serves as a unifying rather than divisive force in this context.

The Constitution also provides indirect support for electronically signed arbitration agreements through provisions that encourage contractual integrity and legislative innovation, laying a permissive groundwork that can be leveraged to strengthen their legal standing. *Section 24(e)* imposes a duty on citizens to respect contractual obligations, a principle that extends to agreements executed electronically, reinforcing the enforceability of arbitration clauses within such contracts. Meanwhile, *Section 52* empowers the National Assembly to enact laws like the *AMA 2023*, which explicitly recognize electronic signatures, ensuring they operate within constitutional bounds. The Supreme Court’s jurisdiction under *Section 232* to resolve disputes over such laws further solidifies this framework, offering a mechanism to clarify constitutional support for digital arbitration when conflicts arise. A legal commentary on the Constitution’s adaptability emphasizes this potential, stating, its flexibility allows for the seamless integration of digital innovations into Nigeria’s legal system, provided subordinate laws and judicial interpretations keep pace⁹⁹. Osinbajo reinforces this view, suggesting that the Constitution provides a permissive backdrop for technological advancements, relying on the judiciary and

⁹⁸ Paul Caddy, David Jackson and Tony Randle - Shoosmiths, *Legal Practice in the Digital Age* (Globe Law and Business 2023) 34-89. Available online at: <https://www.globelawandbusiness.com/books/legal-practice-in-the-digital-age>, accessed March 13, 2025.

⁹⁹ LawPadi, *Understanding the Nigerian Constitution in 300 Seconds*, 2022. Available at: <https://lawpadi.com/understanding-the-nigerian-constitution/>, accessed March 13, 2025

legislature to flesh out its application to modern contexts¹⁰⁰. This indirect support is crucial in a jurisdiction where arbitration is increasingly vital for commercial disputes, yet it places a heavy burden on lower-tier laws and judicial education to bridge the gap between constitutional principles and the practical realities of enforcing electronically signed agreements, particularly in ensuring they meet both domestic and international legal standards.

3.1.1.2 Arbitration and Mediation Act (AMA) 2023

The *Arbitration and Mediation Act (AMA) 2023* represents a landmark statute in Nigeria's legal regime, directly addressing the validity and enforcement of electronically signed arbitration agreements and marking a significant advancement over the repealed Arbitration and Conciliation Act 1988. Under *Section 2(3)*, the *AMA* explicitly stipulates that an arbitration agreement is valid if in writing, including electronic communication, a provision that aligns seamlessly with the UNCITRAL Model Law on International Commercial Arbitration (as amended in 2006) and the New York Convention, to which Nigeria is a signatory, thereby ensuring that such agreements are enforceable both domestically and internationally. This statutory recognition reflects a deliberate effort to modernize Nigeria's arbitration framework in response to the global shift toward digital transactions, providing a clear legal basis for parties to rely on electronic signatures in executing arbitration clauses. Onyema lauds this development, asserting that *Section 2(3)* positions Nigeria as a forward-thinking arbitration jurisdiction, capable of competing with established hubs by embracing technological innovation¹⁰¹. Furthermore, *Section 57* of the *AMA* empowers Nigerian courts to enforce arbitral awards arising from electronically signed agreements, provided they adhere to procedural requirements, thus

¹⁰⁰ Y Osinbajo, *The Nigerian Constitution and Economic Development* (Nigerian Institute of Advanced Legal Studies, 2015) 47.

¹⁰¹ E Onyema, 'The New Arbitration and Mediation Act 2023 in Nigeria: A Game Changer?' *Journal of International Arbitration* [2023] (40) (2) 141-160, 147.

offering a judicial backstop that enhances their legal weight. The Lagos Chamber of Commerce International Arbitration Centre (LACIAC) underscores this significance, stating on its website that the *AMA 2023* enhances Nigeria’s arbitration appeal by providing a modern, technology-friendly framework that attracts both domestic and foreign investors¹⁰². This legislative clarity is particularly vital in a commercial environment where speed and efficiency are paramount, positioning electronic signatures as a cornerstone of Nigeria’s dispute resolution infrastructure and reinforcing the country’s commitment to meeting international arbitration standards.

Nevertheless, the *AMA 2023*’s progressive intent is tempered by practical and regulatory shortcomings that could undermine the consistent enforcement of electronically signed arbitration agreements, particularly in a jurisdiction with uneven technological access and judicial capacity. While *Section 2(3)* broadly accepts electronic forms, it does not specify standards for authentication or integrity verification, leaving these critical aspects open to interpretation by courts and arbitral tribunals, which may lack the technical expertise to assess digital evidence reliably. Ajogwu critiques this gap in a broader arbitration context, arguing that statutory clarity is vital for digital arbitration to thrive, as ambiguity invites judicial inconsistency and delays¹⁰³. *Section 93* of the *AMA* allows the Minister to make subsidiary regulations, yet as of March 2025, no such rules have been enacted, stalling the practical implementation of electronic arbitration in rural areas where internet penetration remains below 30% and reliable platforms are scarce. The International Chamber of Commerce Nigeria highlights this delay, noting that regulatory delays hinder the *AMA*’s full potential, particularly in ensuring that

¹⁰²LACIAC, 2024, *AMA 2023 Overview*. Available at: <https://www.laciac.org>, accessed March 13, 2025

¹⁰³F Ajogwu, *Commercial Arbitration in Nigeria: Law and Practice* (3rd ed., Centre for Commercial Law Development, 2020) 98.

electronic agreements are uniformly enforceable across Nigeria's diverse regions¹⁰⁴. Without these regulations, the *AMA* risks falling short of its goal to streamline arbitration, as parties may face challenges proving the validity of electronic signatures in disputes, especially before courts unfamiliar with digital processes. This necessitates urgent regulatory action to complement the *AMA*'s statutory framework, ensuring that its modernizing vision translates into effective enforcement and widespread adoption across Nigeria's legal and commercial landscape.

3.1.1.3 Evidence Act 2011

The *Evidence Act 2011* constitutes a critical component of Nigeria's legal regime for electronically signed arbitration agreements by establishing the evidentiary rules that govern their admissibility in judicial and arbitral proceedings, thereby directly influencing their enforceability under the *AMA 2023*. In *Kubor v. Dickson*¹⁰⁵, the Nigerian court recognized and upheld an electronic signature in a loan agreement, demonstrating a progressive stance on the admissibility and enforceability of digitally executed contracts. This judicial acceptance provides a foundational understanding for the treatment of electronic signatures in other legal contexts, including arbitration agreements. *Section 93(2)* of the act explicitly provides that an electronic signature is admissible if it is shown to be reliable, offering a statutory mechanism to prove the validity of such signatures in arbitration agreements, whether they are submitted to courts for enforcement or recognition or to arbitral tribunals as part of the dispute resolution process. This provision reflects a forward-looking approach to accommodating digital evidence, aligning with global trends in legal systems adapting to technological advancements. Murray emphasizes this necessity, stating, admissibility laws must evolve to accommodate digital evidence if modern

¹⁰⁴ICC Nigeria, 2023, *Arbitration Updates*, Available at: <https://www.iccnigeria.org>, accessed March 13, 2025.

¹⁰⁵ (2013) 4 NWLR (Pt. 1345) 534 S.C.

legal systems are to remain relevant in an increasingly electronic world¹⁰⁶. Additionally, *Section 84* of the Act sets out detailed conditions for authenticating electronic documents, requiring a certificate from a trusted source to verify their origin and integrity, which strengthens the legal standing of electronically signed agreements by providing a clear evidentiary pathway. The Nigerian Law School reinforces this significance on its official platform, noting that *Section 93* modernizes evidence rules for a digital era, ensuring that courts and tribunals can effectively handle disputes involving electronic records¹⁰⁷. This evidentiary support is particularly crucial in arbitration, where the enforceability of an agreement often hinges on its ability to withstand scrutiny in judicial proceedings, especially under Nigeria's obligations to the New York Convention, which requires arbitration agreements to be in a verifiable written form.

However, the *Evidence Act 2011*'s stringent reliability and authentication requirements, combined with judicial unfamiliarity and infrastructural deficits, pose significant challenges to the enforcement of electronically signed arbitration agreements, potentially undermining their practical utility in Nigeria's legal system. *Section 93(3)* mandates that the method of generating an electronic signature must be reliable and appropriate for the purpose, yet Nigeria lacks a robust network of local certification authorities to issue the certificates required under *Section 84*, forcing parties to rely on foreign providers or less secure alternatives that may not meet judicial standards. Bamodu highlights this evidentiary hurdle, cautioning that digital contexts impose significant burdens on parties in the absence of clear standards and trusted infrastructure, often leading to disputes over admissibility¹⁰⁸. This challenge is compounded by a judiciary that remains largely unaccustomed to digital evidence, as evidenced by the Legal Naija blog's

¹⁰⁶ A Murray, *Information Technology Law: The Law and Society* (Oxford University Press, 2016) 188.

¹⁰⁷ Nigerian Law School, *Evidence Law Updates*, 2022. Available at: <https://www.nigerianlawschool.edu.ng>, accessed March 13, 2025.

¹⁰⁸ G Bamodu, 'Information Communications Technology and Electronic Commerce: Challenges to Commercial Law in Nigeria'. *Journal of Business Law* [2004] (48) (5) 314-328, 319.

observation: judges often demand physical corroboration for electronic records, undermining the intent of *Section 93* and creating a bottleneck in enforcement proceedings¹⁰⁹. In rural areas, where internet access and digital literacy are limited, parties may struggle to produce the requisite certificates or demonstrate reliability, further complicating enforcement efforts and risking inconsistent application across Nigeria's diverse jurisdictions. Addressing these issues requires not only legislative clarification but also significant investments in training and infrastructure to ensure that the Evidence Act supports rather than hinders the use of electronic signatures in arbitration.

The *Evidence Act 2011*'s adaptability¹¹⁰, which allows it to evolve with technological advancements, offers a promising avenue for strengthening its role in the legal regime for electronic arbitration agreements, provided it is effectively harmonized with the *AMA 2023* and supported by judicial education. *Section 93(2)*'s admissibility provision aligns with international standards, as demonstrated in the UK case *J Pereira Fernandes SA v Mehta*¹¹¹, where electronic signatures were upheld as satisfying form requirements under the New York Convention, a precedent applicable to Nigeria through its Convention ratification. However, without standardized procedures or widespread judicial familiarity, Nigeria's enforcement mechanisms lag behind this potential, leaving electronically signed agreements vulnerable to rejection in practice. Ajogwu went further to stress the need for integration, arguing that harmonizing evidence rules with arbitration laws is critical for ensuring that digital agreements are consistently enforceable, particularly in a jurisdiction seeking to align with global best

¹⁰⁹Legal Naija, *Digital Evidence in Nigerian Courts*, 2023. Available at: <https://www.legalnaija.com>, accessed March 13, 2025.

¹¹⁰*Section 1*.

¹¹¹[2006] EWHC 813 (Ch).

practices¹¹². The National Judicial Institute echoes this call, advocating for updated guidelines and training modules to support the application of *Section 93* in modern dispute resolution contexts¹¹³. By leveraging *Section 1*'s flexibility, Nigeria could develop a robust evidentiary framework that complements the *AMA 2023*, ensuring that electronically signed arbitration agreements are not only admissible but also enforceable across both domestic and international jurisdictions, thereby fulfilling the country's obligations under the New York Convention and enhancing its reputation as a viable arbitration hub.

3.1.1.4 Electronic Transactions Bill 2015

The proposed Electronic Transactions Bill 2015, though not yet enacted and often misreferenced as law in academic discourse, represents a critical piece of Nigeria's potential legal regime for electronically signed arbitration agreements, aiming to provide comprehensive regulation for electronic commerce and signatures that would significantly bolster their validity and enforcement if passed into law. Modeled on the UNCITRAL Model Law on Electronic Commerce, the Bill's presumed *Section 7* is expected to grant legal recognition to electronic signatures, stating that they have the same effect as handwritten signatures, thereby providing a statutory foundation for their use in arbitration agreements under the *AMA 2023*. This recognition would address gaps in existing laws by establishing a uniform standard for electronic transactions, ensuring that arbitration agreements executed digitally are legally binding and enforceable in both judicial and arbitral settings. Smedinghoff supports the importance of such legislation, noting that electronic transaction laws legitimize digital signatures across jurisdictions, providing certainty and predictability that are essential for modern commercial

¹¹² F Ajogwu, *Commercial Arbitration in Nigeria: Law and Practice* (3rd ed., Centre for Commercial Law Development, 2020) 90.

¹¹³NJI, 2024, *Judicial Training Modules*, available at: <https://www.nji.gov.ng>, accessed March 13, 2025

dispute resolution¹¹⁴. The Nigerian Communications Commission highlights the Bill's potential impact, stating on its website, the passage of the Electronic Transactions Bill would boost e-commerce and dispute resolution by providing a legal framework for electronic signatures, aligning Nigeria with global digital trade standards¹¹⁵. However, as of March 2025, the Bill remains stalled in the legislative process, leaving a significant gap in Nigeria's legal regime that forces reliance on the Evidence Act 2011 and AMA 2023, which, while supportive, lack the specificity and breadth of a dedicated electronic transactions law. This delay risks undermining the enforceability of electronically signed arbitration agreements, particularly in cross-border disputes where international parties expect a clear statutory basis for digital signatures, necessitating urgent legislative action to finalize and enact the Bill to strengthen Nigeria's arbitration framework.

3.1.1.5 Companies and Allied Matters Act (CAMA) 2020

The Companies and Allied Matters Act (CAMA) 2020 plays a pivotal role in Nigeria's legal regime by facilitating the validity of electronically signed arbitration agreements within corporate contexts, reflecting a modern approach to business transactions that complements the AMA 2023. *Section 101(3)* of CAMA explicitly permits companies to execute documents electronically, providing a statutory basis for incorporating arbitration clauses with electronic signatures into corporate contracts, which can then be enforced under the AMA's framework. This provision is particularly significant for Nigeria's corporate sector, where arbitration is a preferred method for resolving commercial disputes due to its speed and confidentiality, and where digital execution enhances efficiency. The Corporate Affairs Commission (CAC)

¹¹⁴ TJ Smedinghoff, 'Electronic Signatures and Records: Legal Issues and Best Practices', *Business Law Today* [2008] (17) (4) 14-20, 16.

¹¹⁵NCC, 2023, *E-Transactions Bill Update*, <https://www.ncc.gov.ng>, accessed March 13, 2025.

reinforces this on its website, stating that electronic signatures under *Section 101* streamline company processes, making it easier for businesses to engage in arbitration and other contractual arrangements¹¹⁶. By aligning with the AMA 2023's recognition of electronic agreements, CAMA 2020 ensures that corporate entities can confidently adopt digital arbitration clauses, enhancing Nigeria's attractiveness as a business-friendly jurisdiction. However, its application is limited to registered companies, leaving unincorporated entities outside its scope, which could create disparities in enforcement across different business types.

Despite its strengths, CAMA 2020's impact on electronically signed arbitration agreements is constrained by its narrow scope and lack of specific arbitration-related guidelines, necessitating further integration with the broader arbitration regime to maximize its effectiveness. While *Section 860* empowers the CAC to make regulations, no specific rules have been issued to address the execution or enforcement of electronic arbitration agreements, leaving potential gaps in implementation. Ajogwu highlights this limitation, arguing that CAMA needs closer alignment with arbitration laws to ensure its digital provisions fully support the enforcement of electronically signed agreements across all corporate disputes¹¹⁷. The BusinessDay newspaper echoes this sentiment, noting, 'CAMA's digital focus needs broader application to unincorporated entities and clearer guidelines to fully integrate with Nigeria's arbitration framework'¹¹⁸. This limitation is particularly relevant in disputes involving international parties under the New York Convention, where clarity and consistency in domestic law are critical for enforceability. Without regulatory enhancements or amendments to extend its reach, CAMA

¹¹⁶CAC, 2023, *CAMA 2020 FAQs*, <https://www.cac.gov.ng>, accessed March 13, 2025

¹¹⁷ F Ajogwu, *Commercial Arbitration in Nigeria: Law and Practice* (3rd ed., Centre for Commercial Law Development, 2020) 105.

¹¹⁸ BusinessDay, A Review of the Provisions of the Companies and Allied Matters Act 2020 and the Companies Regulation 2021. Available at: <https://businessday.ng/news/article/a-review-of-the-provisions-of-the-companies-and-allied-matters-act-2020-and-the-companies-regulation-2021/>, accessed 13 March 2025.

2020 risks underperforming as a tool for supporting electronic arbitration, requiring proactive measures to harmonize it with the AMA 2023 and ensure that its progressive digital provisions translate into comprehensive enforcement across Nigeria's corporate landscape.

3.1.1.6 Cybercrime (Prohibition, Prevention, etc.) Act 2015

The Cybercrimes (Prohibition, Prevention, etc.) Act 2015 significantly enhances the legal regime for electronically signed arbitration agreements in Nigeria by providing a security framework that protects their integrity and authenticity, critical elements for enforcement under the AMA 2023. *Section 17* of the Act criminalizes unauthorized access to electronic data, imposing penalties that deter hacking or tampering with digital signatures, thereby safeguarding the reliability of arbitration agreements executed electronically. Additionally, *Section 38* empowers courts to admit electronic evidence in proceedings related to cybercrimes, offering an indirect evidentiary boost to arbitration disputes where digital signatures are contested, as it establishes a legal precedent for accepting such evidence. Adediran underscores this protective role, the Act's security measures safeguard digital contracts by criminalizing actions that could undermine their validity, providing a critical layer of support for electronic transactions in Nigeria's legal system¹¹⁹. This security framework is particularly vital in Nigeria, where cybercrime incidents exceed 5,000 annually, posing a constant threat to the integrity of digital records; by mitigating these risks, the Act strengthens the enforceability of electronically signed arbitration agreements, aligning with the AMA 2023's modernizing goals and enhancing Nigeria's credibility in international arbitration under the New York Convention.

¹¹⁹ M Adediran, 'Cybercrime Law in Nigeria: An Appraisal'. *African Journal of Legal Studies* [2019] (12) (2) 105-125.

However, the Cybercrimes Act 2015's effectiveness in supporting electronically signed arbitration agreements is severely limited by weak enforcement mechanisms, a focus on criminal rather than civil applications, and inadequate resources, which collectively hinder its ability to provide comprehensive protection in Nigeria's arbitration regime. While *Section 41* establishes penalties for cybercrimes, including imprisonment and fines, the prosecution rate remains low due to insufficient funding and training for law enforcement agencies, leaving many threats to electronic signatures unaddressed. Bamodu critiques this shortfall, arguing that cybercrime laws lack robust implementation in Nigeria, undermining their potential to secure digital transactions and support emerging legal frameworks like arbitration¹²⁰. The Economic and Financial Crimes Commission (EFCC) acknowledges this challenge, stating on its website that capacity gaps and resource constraints hinder effective cybercrime prevention, leaving electronic systems vulnerable to exploitation¹²¹. This enforcement gap is particularly detrimental in the arbitration context, where the reliability of electronic signatures is paramount; without stronger implementation, the Act's protective provisions remain theoretical, exposing arbitration agreements to risks that could jeopardize their enforceability. To fully integrate with the AMA 2023, the Cybercrimes Act requires amendments to prioritize civil applications relevant to arbitration, alongside increased investment in cybersecurity infrastructure and personnel, ensuring that it serves as a practical rather than merely symbolic pillar of Nigeria's legal regime for electronic arbitration.

¹²⁰ G Bamodu, 'Information Communications Technology and Electronic Commerce: Challenges to Commercial Law in Nigeria'. *Journal of Business Law* [2004] (48) (5) 314-328, 323.

¹²¹EFCC, 2024, *Cybercrime Report 2023*. Available at: <https://www.efccnigeria.org>, accessed 08 March, 2025.

3.1.2 Regional/African Legal Regime

3.1.2.1 Lagos Regional Centre for International Commercial Arbitration (LRCICA) Arbitration Rules 2016

The Lagos Regional Centre for International Commercial Arbitration (LRCICA) Arbitration Rules 2016, introduced in 2016 by the LRCICA (now integrated into the Lagos Court of Arbitration, LCA), provide a localized procedural framework that directly supports the validity and enforcement of electronically signed arbitration agreements in Nigeria by facilitating efficient and modern dispute resolution tailored to the country's commercial needs. *Rule 4(1)* of the LRCICA Rules requires that an arbitration agreement be 'in writing,' a standard that, in line with the UNCITRAL Model Law and Nigeria's AMA 2023 *Section 2(3)*, can reasonably include electronic signatures, reflecting a forward-thinking approach to digital contracts. Additionally, *Rule 15(1)* explicitly allows 'electronic communication' for notices and proceedings, normalizing the use of digital platforms and supporting the practical implementation of electronically signed agreements. Onyema commends this framework when he asserted that the LRCICA's rules reflect Nigeria's ambition to establish itself as a regional arbitration hub, accommodating digital processes to meet the demands of modern commerce¹²². As institutional rules, the LRCICA Rules are not domesticated through Nigerian legislation but are available for contractual adoption under the AMA 2023's party autonomy provisions; thus, no formal domestication or ratification date exists. Originating within Nigeria, their local relevance is inherent, making them a key component of the regional arbitration landscape without requiring statutory adoption.

¹²² E Onyema, 'Arbitration Institutions in Africa: The LRCICA Model'. *Arbitration: The International Journal of Arbitration, Mediation and Dispute Management* [2019] (85) (3) 245-263.

The LRCICA Rules' procedural support for electronically signed arbitration agreements is strengthened by their alignment with Nigeria's legal regime and international standards, though their effectiveness depends on judicial recognition and broader uptake within the country. *Rule 28* ensures that arbitral awards comply with the New York Convention, facilitating the enforcement of electronically signed agreements internationally, as demonstrated in cases like *J Pereira Fernandes SA v Mehta*¹²³ (applicable via Convention principles). This alignment enhances their utility for Nigerian businesses engaged in cross-border trade, particularly under regional frameworks like ECOWAS. Without domestication their application relies on parties explicitly choosing them in contracts, a process supported by the AMA 2023 but limited by low awareness among smaller firms. The Rules' integration with the Evidence Act 2011¹²⁴ on electronic signature admissibility further bolsters their enforceability, yet judicial training is needed to ensure consistent application, making their regional influence contingent on Nigeria's domestic legal and educational advancements.

The LRCICA Rules' localized origin and focus on Nigeria's commercial hub, Lagos, position them as a vital tool for enhancing the regional legal regime for electronically signed arbitration agreements, though challenges in adoption and infrastructure persist. By operating under the LCA, established in 2010 as a private initiative, the Rules leverage Lagos's status as a commercial center to promote arbitration, including digital processes, aligning with Nigeria's goal to compete with global arbitration hubs like London or Singapore. However, their reach is constrained by Nigeria's broader technological disparities, with rural areas lacking the digital infrastructure to fully utilize electronic arbitration. Without legislative domestication, their influence remains contractual, requiring increased promotion and capacity-building to ensure

¹²³ [2006] EWHC 813 (Ch).

¹²⁴Section 93(2).

they effectively support the AMA 2023 and elevate Nigeria's role in regional and African arbitration frameworks.

3.1.2.2 ECOWAS Directive on Electronic Transactions 2010

The ECOWAS Directive on Electronic Transactions 2010, adopted by the Economic Community of West African States to harmonize electronic commerce laws across its 15 member states, establishes a regional legal framework that significantly bolsters the validity and enforcement of electronically signed arbitration agreements in Nigeria by recognizing electronic signatures as legally equivalent to their handwritten counterparts. Issued in 2010 under the Supplementary Act A/SA.1/01/07 on Electronic Transactions, *Article 4* of the Directive explicitly states that “an electronic signature shall not be denied legal effect or enforceability solely because it is in electronic form,” a provision that mirrors the UNCITRAL Model Law on Electronic Commerce and directly supports Nigeria's Arbitration and Mediation Act (AMA) 2023, particularly *Section 2(3)*, which validates arbitration agreements in electronic communication. This regional alignment is critical in a West African context where cross-border trade increasingly relies on digital platforms, necessitating a uniform approach to electronic signatures to facilitate dispute resolution mechanisms like arbitration. Okeke underscores its importance, arguing that the Directive fosters a regional legal environment conducive to electronic dispute resolution, including arbitration, by ensuring the reliability and legal recognition of digital signatures across ECOWAS states¹²⁵. The ECOWAS Commission's official website reinforces this objective, stating, the Directive aims to facilitate cross-border e-commerce and dispute resolution by

¹²⁵ GN Okeke, 'Regional Integration and Electronic Commerce in West Africa'. *Journal of African Law* [2019] (63) (2) 215-238.

providing a consistent legal basis for electronic transactions¹²⁶. Nigeria, an ECOWAS member since the 1975 Treaty's inception, domesticated the Directive's principles through the Cybercrimes (Prohibition, Prevention, etc.) Act 2015, assented to on May 5, 2015, reflecting its influence in *Section 17* on electronic data protection, though not explicitly tailored to arbitration, thereby integrating it into the national legal regime with a domestication date of May 5, 2015.

Despite its progressive framework, the ECOWAS Directive's practical impact on electronically signed arbitration agreements in Nigeria is hampered by incomplete implementation, a lack of arbitration-specific provisions, and infrastructural challenges that undermine its full potential within the region and domestically. *Article 6* of the Directive encourages member states to establish certification authorities to ensure the security and authenticity of electronic signatures, yet Nigeria has not fully developed such a system, relying instead on ad hoc foreign providers or less secure methods, which complicates the enforcement of digital arbitration agreements, especially in rural areas where internet penetration remains below 30%. Bamodu critiques this shortfall, noting, regional directives like ECOWAS's require robust national frameworks to be effective, a challenge Nigeria faces due to persistent infrastructural deficits and uneven technological access¹²⁷. While domesticated via the Cybercrimes Act 2015 on May 5, 2015, the Directive's broad focus on electronic transactions rather than arbitration-specific rules limits its direct applicability, necessitating amendments or additional regulations under the AMA 2023 to explicitly address arbitration agreements. This partial domestication supports electronic commerce generally but falls short of providing a comprehensive regional framework for

¹²⁶ ECOWAS, 2023, *Electronic Transactions Framework*. Available at: <https://www.ecowas.int/economic-affairs>, accessed 21 March 2025.

¹²⁷ G Bamodu, 'Information Communications Technology and Electronic Commerce: Challenges to Commercial Law in Nigeria'. *Journal of Business Law* [2004] (48) (5) 314-328.

arbitration enforcement, requiring Nigeria to strengthen its national infrastructure and legal specificity to align with the Directive's regional goals.

3.1.2.3 African Arbitration Association (AfAA) Arbitration Rules 2016

The African Arbitration Association (AfAA) Arbitration Rules 2016, launched in June 2016 as part of the AfAA's mission to standardize and promote arbitration across Africa, provide a procedural framework that implicitly supports the use of electronically signed arbitration agreements by accommodating modern dispute resolution practices within a pan-African context. *Rule 3(1)* of the AfAA Rules stipulates that an arbitration agreement must be 'in writing,' a requirement that aligns with the UNCITRAL Model Law's 2006 amendment and is flexible enough to encompass electronic formats, as recognized in Nigeria's AMA 2023 *Section 2(3)*, thereby facilitating the validity of digital signatures in arbitration clauses. This flexibility reflects the AfAA's intent to adapt arbitration to contemporary commercial needs, particularly in a continent where digital transactions are on the rise. Onyema praises this approach, asserting that the 2016 Rules provide a pan-African platform that embraces technological advancements, facilitating arbitration's growth in jurisdictions like Nigeria by offering a modern and accessible framework¹²⁸. As a set of institutional rules rather than a treaty or statute, the AfAA Rules are not domesticated in Nigeria through legislation but can be adopted contractually by parties under the AMA 2023's principle of party autonomy; thus, no formal domestication or ratification date exists. Nigeria's significant role, hosting the AfAA headquarters in Lagos since its establishment in 2018, enhances its influence, positioning the Rules as a key regional tool for supporting electronic arbitration within the country's legal framework.

¹²⁸ E Onyema, 'The Role of Arbitration Institutions in Africa.' *Journal of Dispute Resolution* [2021] (1) 45-67.

The AfAA Rules further bolster the enforcement of electronically signed arbitration agreements through procedural provisions that accommodate digital processes, though their non-binding nature limits their direct legal authority in Nigeria. *Rule 18(1)* explicitly permits the use of “electronic means” for communication during arbitration proceedings, a provision that indirectly supports the integrity and authenticity of electronically signed agreements by normalizing digital interactions throughout the arbitration process. This procedural adaptability is particularly valuable in Nigeria, where businesses increasingly rely on digital platforms for contract execution, and it aligns with the New York Convention’s requirements for enforceable arbitration agreements, as seen in precedents like *Re Arbitration Between BXS and BXT*¹²⁹ (applicable via Convention principles). Without formal domestication as of March 13, 2025—confirmed by the absence of legislative adoption¹³⁰—their application depends on voluntary adoption by parties, which, while flexible, lacks the mandatory force of statutory law. The AfAA’s website notes that parties may adopt these rules voluntarily to govern their disputes¹³¹, suggesting that while influential, their role in Nigeria remains supplementary to the AMA 2023, requiring contractual uptake to fully support electronic arbitration enforcement.

The AfAA Rules’ regional scope and Nigeria’s hosting of its secretariat amplify their potential to shape the legal regime for electronically signed arbitration agreements, yet challenges in awareness and judicial recognition persist, necessitating broader promotion and integration efforts. By fostering a continent-wide arbitration culture, the Rules encourage consistency in handling digital agreements, a benefit for Nigeria as it engages in intra-African trade under initiatives like the African Continental Free Trade Area (AfCFTA). However, limited awareness

¹²⁹ [2019] SGHC 197

¹³⁰ AfAA, 2024, *FAQs*. Available at: <https://www.africanarbitrationassociation.org/faqs>, accessed 17 March 2025.

¹³¹ *Ibid*

among Nigerian legal practitioners and businesses, coupled with judicial unfamiliarity with institutional rules, restricts their practical impact, as noted by the Lagos Chamber of Commerce: ‘adoption of regional rules like AfAA’s remains low due to educational gaps’¹³². Without domestication, their influence relies on Nigeria’s arbitration community proactively incorporating them into contracts, a process that could be enhanced by training and sensitization campaigns to align them with the AMA 2023 and Evidence Act 2011, ensuring they contribute effectively to the enforceability of electronically signed arbitration agreements in both domestic and regional contexts.

3.1.3 International Legal Regime

3.1.3.1 United Nations Convention on the Use of Electronic Communications in International Contracts (2005)

The United Nations Convention on the Use of Electronic Communications in International Contracts (2005), adopted by the UN General Assembly on November 23, 2005, and entering into force on March 1, 2013, provides a pivotal international framework that directly supports the validity and enforcement of electronically signed arbitration agreements in Nigeria by establishing uniform rules for electronic communications in international contracts. *Article 9(2)* of the Convention stipulates that where a law requires a signature, that requirement is met by an electronic signature if it identifies the signatory and indicates intent, a provision that aligns with Nigeria’s Arbitration and Mediation Act (AMA) 2023 *Section 2(3)*, which recognizes electronic arbitration agreements. This legal recognition enhances the enforceability of such agreements under the New York Convention, to which Nigeria is a party, by ensuring they meet the ‘in

¹³² LCCI, 2023, *Arbitration Trends*. Available at: <https://www.lagoschamber.com>, accessed 17 March 2025.

writing' requirement through digital means. Castellani underscores its significance, noting, the Convention bridges the gap between traditional contract law and digital realities, facilitating arbitration in cross-border disputes by legitimizing electronic signatures¹³³. Nigeria has not ratified or domesticated this Convention, limiting its direct application; however, its principles influence Nigeria's domestic laws indirectly through the AMA 2023 and the proposed Electronic Transactions Bill, reflecting its persuasive international authority.

The Convention's non-domestication in Nigeria poses challenges to its full integration into the national legal regime, yet its provisions offer a model for enhancing the enforcement of electronically signed arbitration agreements, particularly in Nigeria's international trade context. *Article 20(1)* extends its scope to arbitration agreements, explicitly supporting their electronic execution, which could bolster Nigeria's position in global commerce if adopted, given the country's increasing reliance on digital platforms for contracts with foreign entities. Sorieul emphasizes its practical impact, stating that by removing legal barriers to electronic signatures, the Convention ensures arbitration agreements remain enforceable across jurisdictions, a critical factor for states like Nigeria engaging in international arbitration¹³⁴. The lack of ratification, however, means Nigeria relies on the AMA 2023 and Evidence Act 2011, which, while progressive, lack the Convention's specificity on cross-border electronic communications, as noted by the Nigerian Export Promotion Council: 'adoption of international e-commerce treaties remains pending'¹³⁵. Without domestication, its influence remains indirect, though persuasive, encouraging Nigeria to align its laws with global standards to ensure seamless enforcement

¹³³ L Castellani, 'The United Nations Convention on the Use of Electronic Communications in International Contracts: An Overview'. *Journal of International Commercial Law and Technology* [2007] (2) (4) 207-215.

¹³⁴ R Sorieul, 'The New UN Convention on Electronic Communications'. *Uniform Law Review* [2008] (13) (1-2) 275-290, 282.

¹³⁵ NEPC, 2023, *Trade Policy Updates*. Available at: <https://www.nepc.gov.ng>, accessed 29 March 2025.

under the New York Convention and to strengthen its arbitration framework for international disputes involving electronic signatures.

3.1.3.2 UNCITRAL Model Law on International Commercial Arbitration (1985)

The UNCITRAL Model Law on International Commercial Arbitration (1985), adopted on June 21, 1985, and amended in 2006, serves as a cornerstone of the international legal regime, significantly influencing the validity and enforcement of electronically signed arbitration agreements in Nigeria through its flexible definition of ‘writing’ that accommodates digital formats. *Article 7(1)* of the original 1985 text requires an arbitration agreement to be ‘in writing,’ a standard broadened by the 2006 amendment’s *Option I*, which states that an agreement is in writing if its content is recorded in any form, including electronic communication, directly supporting Nigeria’s AMA 2023 *Section 2(3)*. This alignment ensures that electronically signed agreements meet international enforceability standards under the New York Convention, ratified by Nigeria on March 17, 1970. Binder highlights its global impact, noting that the Model Law provides a harmonized framework that adapts arbitration to technological advancements, including electronic signatures, enhancing its utility for states like Nigeria¹³⁶. The UNCITRAL website confirms its purpose: it aims to standardize arbitration laws for international trade¹³⁷. Nigeria has not fully domesticated the Model Law as a single statute but incorporated its principles into the Arbitration and Conciliation Act (ACA) 1988, repealed and replaced by the AMA 2023, effective June 27, 2023, reflecting partial adoption without a specific ratification date, as it is a model law rather than a treaty.

¹³⁶ P Binder, *International Commercial Arbitration and Conciliation in UNCITRAL Model Law Jurisdictions* (Sweet & Maxwell, 2005) 89.

¹³⁷ UNCITRAL, 2023, *Model Law on Arbitration*, Available at: https://uncitral.un.org/en/texts/arbitration/modellaw/commercial_arbitration, accessed 24 March 2025.

The Model Law’s influence on Nigeria’s arbitration regime is profound, yet its partial domestication and the original 1985 version’s lack of explicit electronic provisions create gaps that the 2006 amendment addresses, urging further alignment for electronic arbitration enforcement. The ACA 1988, influenced by the 1985 Model Law, did not initially contemplate electronic signatures, but the AMA 2023’s adoption of the 2006 amendment’s broader ‘writing’ definition bridges this gap, enhancing enforceability as seen in cases like *Mechem v. Kent*¹³⁸. Blackaby and others argue, the 2006 amendment ensures the Model Law remains relevant by recognizing electronic arbitration agreements, a step Nigeria has followed with the AMA¹³⁹. However, without full domestication of the 2006 version as a standalone law—confirmed by Nigeria’s legislative status¹⁴⁰—its application depends on the AMA 2023’s interpretation, which, while progressive, lacks the Model Law’s comprehensive procedural detail. This partial integration strengthens Nigeria’s international arbitration framework but requires further legislative clarity to fully leverage the Model Law’s support for electronic signatures, ensuring seamless enforcement in global disputes.

3.2 Institutional Framework

3.2.1 National Arbitration Tribunal (NAT)

The National Arbitration Tribunal (NAT) does not exist as a distinct entity in Nigeria's current legal or institutional framework for arbitration. It appears to be a misnomer or confusion with other arbitration-related bodies. Nigeria's arbitration framework is primarily governed by the Arbitration and Mediation Act (AMA) 2023, which does not establish a ‘National Arbitration

¹³⁸ [2001] EWHC 456 (Comm) (applicable via New York Convention principles).

¹³⁹ N Blackaby, N., et al., *Redfern and Hunter on International Arbitration* (Oxford University Press, 2015) 101.

¹⁴⁰ Nigerian Law Reform Commission, 2024, *Legislative Updates*. Available at: <https://www.nlrc.gov.ng>, accessed 22 March 2025.

Tribunal’ but provides for arbitration proceedings and the recognition of arbitral awards, including those involving electronic signatures under *Section 91*, which defines electronic communication. For electronically signed arbitration agreements, the validity would fall under the AMA and be supported by judicial oversight from courts like the Federal High Court, rather than a specific tribunal named NAT. Scholars like Onyema note that Nigeria lacks a centralized national arbitration institution, with dispute resolution spread across various courts and arbitral bodies¹⁴¹. Thus, references to NAT may be speculative or erroneous in the context of Nigeria’s arbitration landscape.

3.2.2 Lagos Court of Arbitration (LCA)

The Lagos Court of Arbitration (LCA) is a pivotal institution in Nigeria’s arbitration ecosystem, established in 2009 under the Lagos Court of Arbitration Law to provide a neutral and efficient forum for resolving commercial disputes, including those involving electronically signed agreements. The LCA’s Arbitration Rules (2018) align with international best practices, such as the UNCITRAL Model Law, and accommodate modern technological advancements, implicitly supporting electronic signatures through its flexible procedural framework. The LCA’s role in enforcing electronically signed arbitration agreements is significant, as it offers administrative support and facilities for arbitration proceedings, ensuring their validity under the AMA 2023, which recognizes electronic communications¹⁴². According to Adewale, the LCA has positioned Lagos as a regional arbitration hub, enhancing the enforceability of electronically concluded

¹⁴¹ E Onyema, ‘International Commercial Arbitration and the Arbitrator’s Contract’. *Arbitration International* [2010] (26) (2) 235-256.

¹⁴²Section 2.

agreements¹⁴³. The LCA's fundholding services and procedural efficiency further bolster its relevance in this context.

3.2.3 Nigerian Institute of Chartered Arbitrators (NICArb)

The Nigerian Institute of Chartered Arbitrators (NICArb), established in 1979, plays a critical role in promoting arbitration and alternative dispute resolution (ADR) in Nigeria, including the training and certification of arbitrators who handle disputes involving electronically signed agreements. NICArb's advocacy for modern arbitration practices supports the validity of electronic signatures under the AMA 2023, which aligns with global standards like the UNCITRAL Model Law on Electronic Commerce. The institute's training programs emphasize technological competence, preparing arbitrators to address legal issues surrounding electronic agreements¹⁴⁴. Scholars like Ojo highlight NICArb's contribution to capacity building, which indirectly strengthens the enforcement of electronically signed arbitration agreements by ensuring arbitrators are equipped to interpret relevant laws¹⁴⁵. NICArb's referral services also facilitate dispute resolution involving electronic contracts.

3.2.4 Federal High Court of Nigeria

The Federal High Court of Nigeria (FHC) is a key judicial institution with jurisdiction over arbitration-related matters, including the enforcement of electronically signed arbitration agreements under the AMA 2023¹⁴⁶ and the Constitution of the Federal Republic of Nigeria 1999

¹⁴³ A Adewale, 'The Role of the Lagos Court of Arbitration in Enhancing Arbitration in Nigeria'. *Journal of Law and Conflict Resolution* [2020] (12) (1) 10-18.

¹⁴⁴ NICArb, 'About Us,' *Nigerian Institute of Chartered Arbitrators Website*, accessed March 13, 2025, www.nicarb.org.

¹⁴⁵ GU Ojo, 'Arbitration in Nigeria: A Modern Perspective'. *African Journal of Legal Studies* [2017] (10) (2) 123-140.

¹⁴⁶ Section 57.

(as amended)¹⁴⁷. The FHC's role is supervisory and supportive, ensuring that arbitral awards, including those based on electronic agreements, are recognized and enforced unless they violate public policy or statutory requirements. In *Limak Yatirim Enerji Uretim Isletme Hizmetleri ve Insaat A.S. & Ors. v. Sahelian Energy & Integrated Services Ltd*¹⁴⁸, the Court of Appeal upheld the FHC's power to set aside awards contravening public policy, demonstrating its oversight role. Legal scholars like Amazu argue that the FHC's jurisdiction is crucial for validating electronic signatures under the Evidence Act 2011¹⁴⁹, which recognizes electronic evidence¹⁵⁰. The FHC thus ensures legal certainty for electronic arbitration agreements.

3.2.5 National Information Technology Development Agency (NITDA)

The National Information Technology Development Agency (NITDA), established under the NITDA Act 2007, regulates Nigeria's information technology sector and plays an indirect but significant role in the validity of electronically signed arbitration agreements. NITDA's guidelines on electronic transactions and digital signatures, such as the *Guidelines on Electronic Signatures* of 2016, provide a framework for ensuring the security and authenticity of electronic signatures, which are critical for arbitration agreements under the AMA 2023¹⁵¹. NITDA's mandate includes promoting digital infrastructure, which supports the technological environment for electronic arbitration¹⁵². According to Okeke, NITDA's role in fostering trust in electronic

¹⁴⁷Section 251.

¹⁴⁸ [2021] LPELR-058182(CA).

¹⁴⁹Section 93.

¹⁵⁰ AO Amazu, 'Judicial Support for Arbitration in Nigeria'. *Journal of International Arbitration* [2018] (35) (3) 321-340.

¹⁵¹Section 91.

¹⁵² NITDA, 'Mandate and Functions,' *NITDA Website*. Available at: www.nitda.gov.ng, accessed 18 March 2025.

transactions enhances the enforceability of digital contracts in arbitration¹⁵³. NITDA's oversight complements the arbitration framework by ensuring technological reliability.

3.2.6 Securities and Exchange Commission (SEC) Nigeria

The Securities and Exchange Commission (SEC) Nigeria, established under the Investments and Securities Act 2007, regulates the capital market and has a tangential role in the enforcement of electronically signed arbitration agreements, particularly in financial and securities disputes. While SEC does not directly administer arbitration, its rules, such as the *SEC Rules and Regulations* of 2020, encourage ADR mechanisms, including arbitration, for resolving disputes in the capital market, where electronic agreements are common. The AMA 2023's recognition of electronic communications¹⁵⁴ aligns with SEC's promotion of digital transactions in the financial sector. A study by Olujobi notes that SEC's regulatory framework indirectly supports arbitration by ensuring compliance with electronic contract standards¹⁵⁵. SEC's role thus enhances the enforceability of electronically signed arbitration agreements in its domain.

3.2.7 Lagos Regional Centre for International Commercial Arbitration (LRCICA)

The Lagos Regional Centre for International Commercial Arbitration (LRCICA), established in 1989 under the auspices of the Asian-African Legal Consultative Organisation (AALCO) and codified by the Regional Centre for International Commercial Arbitration Act 1999, is a prominent institution for international arbitration in Nigeria. LRCICA's Arbitration Rules of 2019 are based on the UNCITRAL Arbitration Rules, which implicitly support electronic

¹⁵³ CE Okeke, 'Digital Signatures and Legal Frameworks in Nigeria,' *Journal of Technology Law and Policy* [2019] (14) (1) 45-60.

¹⁵⁴ *Section 91*.

¹⁵⁵ OJ Olujobi, 'Regulatory Framework for Arbitration in Nigeria's Financial Sector'. *Journal of African Law* [2020] (64) (2) 245-263.

signatures by allowing flexibility in procedural matters. The Centre's role in administering international arbitrations, including those involving electronically signed agreements, is reinforced by the *AMA 2023*'s provisions on electronic communications¹⁵⁶. Scholars like Asouzu emphasize LRCICA's contribution to promoting arbitration in Africa, including its capacity to handle modern disputes involving digital contracts¹⁵⁷. LRCICA's international stature enhances the validity and enforcement of electronically signed arbitration agreements in cross-border disputes.

¹⁵⁶Section 2.

¹⁵⁷ AA Asouzu, *International Commercial Arbitration and African States* (Cambridge University Press, 2001) 150-175.

CHAPTER FOUR

CRITICAL EXAMINATION OF THE ANALYSIS, ISSUES AND CHALLENGES OF VALIDITY, ENFORCEABILITY, AND REGULATION OF ELECTRONICALLY SIGNED ARBITRATION AGREEMENTS IN NIGERIA

4.1. Legal Recognition and Support in Nigeria

Nigeria's legal framework provides strong support for electronic signatures in arbitration agreements, aligning with international standards. The AMA recognizes electronic communications as valid written agreements under *Section 1(3)*, ensuring their legal standing in arbitration proceedings. This provision mirrors the requirements of the New York Convention, facilitating the recognition of electronically signed agreements in international arbitration.¹⁵⁸

The Cybercrimes Act and Evidence Act further bolster this framework by granting legal effect to verifiable electronic signatures and admitting electronic records as evidence.¹⁵⁹ Gary B. Born argues that this legislative support positions Nigeria as a progressive jurisdiction in e-arbitration, but its success depends on consistent judicial application.¹⁶⁰ Judicial training is essential to ensure courts uphold the legal status of electronic signatures.

The absence of specific regulations for electronic signature technologies limits their legal certainty. *Bozimo*¹⁶¹ advocates for standardized protocols to enhance judicial and public confidence in electronic arbitration agreements, strengthening Nigeria's arbitration ecosystem. Such reforms would ensure that electronic signatures are consistently recognized as legally valid.

¹⁵⁸ Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958), *art II*.

¹⁵⁹ Cybercrimes (Prohibition, Prevention, Etc.) Act 2015, *section 17*; Evidence Act 2011, *section 93*.

¹⁶⁰ Gary B. Born, *International Commercial Arbitration* (2nd edn, Kluwer Law International, 2014) 123-150.

¹⁶¹ Isaiah Bozimo, 'Arbitration in Nigeria: The New Legal Framework', *Journal of International Arbitration* [2024] (41) (3) 289-310.

4.1.1 The Analysis of the Validity of Electronically Signed Arbitration Agreements under Nigerian Law

The validity of electronically signed arbitration agreements in Nigeria rests on the interplay between statutory provisions recognizing electronic transactions and the formal requirements for arbitration agreements. The Arbitration and Mediation Act 2023 (AMA) establishes a progressive framework by defining an arbitration agreement as one that is in writing, which, under *Section 1(3)*, includes electronic communications accessible for subsequent reference. This aligns with the UNCITRAL Model Law on International Commercial Arbitration, which Nigeria has incorporated to facilitate modern commercial practices.¹⁶² By expanding the definition of “writing” beyond the Arbitration and Conciliation Act 1988, the AMA accommodates digital signatures, reflecting a deliberate legislative intent to integrate technological advancements into arbitration practice. This development is critical in a globalized economy where parties increasingly rely on electronic contracts to expedite dispute resolution processes.

The legal foundation for electronic signatures is further strengthened by the Cybercrimes (Prohibition, Prevention, Etc.) Act 2015, which, under *Section 17*, grants electronic signatures legal effect if they are verifiable and secure. This is complemented by *Section 93* of the Evidence Act 2011, which admits electronic records as evidence, provided their integrity is demonstrable.⁴ However, the absence of specific regulations prescribing standards for electronic signatures, such as public key infrastructure or digital certificates, creates practical challenges. Scholars like Paul *Obo Idornigie* argue that this regulatory gap risks undermining the reliability of electronic signatures in arbitration, particularly in disputes requiring high evidential thresholds.¹⁶³ The lack

¹⁶² Emilia Onyema, *International Commercial Arbitration and the Arbitrator's Contract* (Routledge, 2010) 45-67.

¹⁶³ Paul Obo Idornigie, *New Developments in Arbitration Law and Practice in Nigeria* (Biographers Nigeria Limited, 2019) 362-387.

of clarity on what constitutes a “secure” signature may lead to challenges in proving authenticity, especially in cross-border arbitrations where international standards vary.

Judicial interpretation has been instrumental in affirming the validity of electronically signed agreements. In *Mekwunye v. Imoukhuede*¹⁶⁴, the Court of Appeal held that electronic signatures satisfy the “in writing” requirement if they reflect clear intent to be bound, marking a significant step toward judicial acceptance of digital contracts. This ruling aligns with global trends, as seen in jurisdictions like the United Kingdom, where electronic signatures are upheld under the Electronic Communications Act 2000.¹⁶⁵ However, Nigeria’s judiciary faces challenges due to inconsistent technological literacy among judges, which can lead to varied interpretations of electronic evidence. *Hannah*¹⁶⁶ highlights that without standardized protocols for verifying electronic signatures, courts may struggle to assess their validity, particularly in complex arbitration cases. This underscores the need for judicial training and harmonized standards to ensure consistency.

Despite legislative and judicial progress, practical challenges persist due to Nigeria’s infrastructural limitations. Limited internet connectivity in rural areas restricts access to digital platforms, potentially excluding marginalized communities from utilizing electronic arbitration agreements.¹⁶⁷ *Gbenga Bamodu* notes that this digital divide could exacerbate inequalities in access to justice, as parties without reliable technology may face barriers in executing valid

¹⁶⁴ [2019] 13 NWLR (Pt. 1690) 439.

¹⁶⁵ section 7.

¹⁶⁶ Hannah Olusoga-Tinubi, ‘Legal Analysis of Electronic Signatures in Nigeria’, *African Journal of Stability & Development* [2018] (11) (2) 338-356.

¹⁶⁷ World Bank, ‘Digital Development in Nigeria’ (2021)

<https://www.worldbank.org/en/country/nigeria/publication/digital-development>, accessed 5 July 2025.

agreements.¹⁶⁸ Furthermore, the absence of a centralized accreditation system for electronic signatures, unlike South Africa's Electronic Communications and Transactions Act 2002, increases the risk of fraud and disputes over authenticity.¹⁶⁹ Addressing these challenges requires investment in digital infrastructure and the development of clear regulatory frameworks to ensure that electronically signed arbitration agreements are both accessible and reliable.

4.1.2 The Enforceability of Electronically Signed Arbitration Agreements in Nigeria.

The enforceability of electronically signed arbitration agreements in Nigeria is contingent on their compliance with both domestic and international legal standards. *Section 31* of the AMA provides that arbitral awards, including those arising from electronically signed agreements, are enforceable as binding, provided they align with the requirements of the New York Convention, to which Nigeria is a signatory.¹⁷⁰ *Article II* of the Convention mandates that arbitration agreements be in writing and signed, a condition satisfied by electronic signatures under the AMA's inclusive definition of writing.¹⁷¹ This statutory alignment ensures that such agreements are theoretically enforceable in Nigerian courts, provided they are not void, inoperative, or incapable of performance. However, Fabian *Ajogwu* argues that the practical enforceability of these agreements depends on the clarity of their execution and the reliability of the underlying technology.¹⁷²

¹⁶⁸ Gbenga Bamodu, 'The Legal Framework for E-Commerce in Nigeria', *Journal of African Law* [2020] (64) (1) 87-110.

¹⁶⁹ section 38.

¹⁷⁰ Arbitration and Mediation Act 2023, section 31.

¹⁷¹ Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958), *art II*.

¹⁷² Fabian Ajogwu, *Commercial Arbitration in Nigeria: Law and Practice* (Centre for Commercial Law Development, 2018) 112-135.

Judicial precedent highlights both opportunities and challenges in enforcement. In *City Engineering v. Federal Housing Authority*¹⁷³, the Supreme Court clarified that the limitation period for enforcing arbitral awards begins from the date of the cause of action, emphasizing the importance of timely execution for electronically signed agreements. This ruling introduces complexity, as delays in digital transactions could render agreements unenforceable if they fall outside statutory timeframes. *Amazu Asouzu* notes that the judiciary's limited familiarity with digital technologies can lead to conservative interpretations, particularly when assessing the authenticity of electronic signatures.¹⁷⁴ The absence of direct case law addressing electronically signed arbitration agreements further exacerbates this uncertainty, as courts may differ in their approaches to verifying digital signatures.

The AMA's provisions on interim measures and emergency arbitrators provide additional support for enforceability. *Section 16* allows courts to grant interim relief to preserve the status quo in arbitration proceedings, which is particularly relevant for disputes involving electronic signatures where authenticity may be contested. However, *Ogunseitan*¹⁷⁵ points out that the lack of precedent on emergency arbitrator decisions in Nigeria limits their practical utility, particularly in urgent cases involving electronic agreements. This gap is compounded by the absence of specific guidelines on the enforceability of electronic signatures in emergency arbitration, which could delay dispute resolution in time-sensitive commercial contexts.

Nigeria's integration into global arbitration frameworks strengthens the enforceability of electronically signed agreements. The New York Convention facilitates the international

¹⁷³ [1997] 9 NWLR (Pt. 520) 224.

¹⁷⁴ Amazu Asouzu, *International Commercial Arbitration and African States* (Cavendish Publishing, 2001) 245-270.

¹⁷⁵ Tunde Ogunseitan, 'Electronic Arbitration Agreements: A Comparative Study', *Nigerian Journal of International Law* [2021] (13) (1) 56-78.

recognition of such agreements, provided they meet formal requirements.¹⁷⁶ However, infrastructural challenges, such as unreliable internet connectivity and limited access to secure digital platforms, hinder consistent enforcement.¹⁷⁷ *Bozimo*¹⁷⁸ argues that Nigeria must invest in technological infrastructure and judicial training to align its arbitration practices with global standards. Without these improvements, the enforceability of electronically signed arbitration agreements risks being undermined by practical and judicial inconsistencies.

The interplay between statutory frameworks and practical realities underscores the need for reform. While the AMA and the Cybercrimes Act provide a robust legal basis, their effectiveness is curtailed by technological and judicial limitations. *Oluwaseun Ojo* emphasizes that Nigeria must adopt standardized protocols for electronic signatures and enhance judicial capacity to handle digital evidence.¹⁷⁹ Such measures would ensure that electronically signed arbitration agreements are enforceable with the same certainty as traditional agreements, thereby fostering confidence in Nigeria's arbitration landscape.

4.1.3 The role of electronic signature technology in ensuring the integrity and authenticity of arbitration agreements in Nigeria.

Electronic signature technology has emerged as a transformative tool in Nigeria's arbitration landscape, enabling the secure and efficient execution of arbitration agreements in an increasingly digital commercial environment. By replacing traditional wet-ink signatures, electronic signatures address logistical challenges such as geographical distance and time

¹⁷⁶ Gary B. Born, *International Commercial Arbitration* (2nd edn, Kluwer Law International, 2014) 123-150.

¹⁷⁷ International Telecommunication Union, 'Measuring Digital Development: Facts and Figures 2023' (ITU Publications, 2023) 34-40.

¹⁷⁸ Isaiah Bozimo, 'Arbitration in Nigeria: The New Last Framework', *Journal of International Arbitration* [2024] (41) (3) 289-310.

¹⁷⁹ Oluwaseun Ojo, 'Advancing E-Arbitration in Nigeria: Challenges and Prospects', *African Journal of Legal Studies* [2022] (15) (2) 201-225.

constraints, facilitating swift agreement formation while maintaining legal validity.¹⁸⁰ The Arbitration and Mediation Act 2023 (AMA) supports this shift by recognizing electronic communications as valid under *Section 1(3)*, provided they are accessible for subsequent reference.¹⁸¹ This legislative endorsement aligns with global trends, as seen in the UNCITRAL Model Law on Electronic Commerce, which promotes the use of electronic signatures in international transactions.¹⁸² In Nigeria, where arbitration is a preferred method for resolving commercial disputes, electronic signatures enhance accessibility and efficiency, positioning the country as a competitive player in global arbitration.

The integrity and authenticity of arbitration agreements are paramount to their legal standing and enforceability. Electronic signature technologies, such as public key infrastructure (PKI) and cryptographic hashing, ensure that agreements remain tamper-proof and that the identity of signatories is verifiable.¹⁸³ The Cybercrimes (Prohibition, Prevention, Etc.) Act 2015 reinforces this by granting legal effect to electronic signatures under *Section 17*, provided they meet security and verifiability standards. However, Nigeria's regulatory framework lacks detailed technical standards for electronic signatures, such as specifications for encryption protocols or digital certificates. *Idornigie*¹⁸⁴ argues that this gap could undermine confidence in electronic signatures, particularly in high-value arbitration agreements where disputes over document integrity are common. Clear guidelines are essential to ensure consistent application across diverse arbitration contexts.

¹⁸⁰ Gbenga Bamodu, 'The Legal Framework for E-Commerce in Nigeria', *Journal of African Law* [2020] (64) (1) 87-110.

¹⁸¹ *section 1(3)*.

¹⁸² *art 7*.

¹⁸³ Stephen Mason, *Electronic Signatures in Law* (4th edn, Cambridge University Press, 2016) 89-112.

¹⁸⁴ Paul Obo Idornigie, *New Developments in Arbitration Law and Practice in Nigeria* (Biographers Nigeria Limited, 2019) 362-387.

Judicial acceptance of electronic signatures has significantly advanced their role in arbitration. In *Mekwunye v. Imoukhuede*¹⁸⁵, the Nigerian Court of Appeal upheld the validity of electronically executed contracts, affirming that electronic signatures satisfy the “in writing” requirement if they demonstrate clear intent to be bound. This ruling reflects a progressive judicial approach, comparable to practices in jurisdictions like the United Kingdom under the Electronic Communications Act 2000.¹⁸⁶ However, *Olusoga-Tinubi*¹⁸⁷ notes that judicial unfamiliarity with advanced technologies, such as blockchain-based signatures, may lead to inconsistent rulings, particularly in complex cases involving cross-border parties. Judicial training and the adoption of standardized verification processes are critical to ensuring that electronic signatures are consistently recognized as valid.

Infrastructural and socio-economic challenges pose significant barriers to the widespread adoption of electronic signatures in Nigeria. Limited internet access, particularly in rural areas, restricts the ability of parties to utilize digital platforms for executing arbitration agreements.¹⁸⁸ The World Bank highlights that Nigeria’s digital divide exacerbates inequalities in access to justice, as marginalized communities may lack the tools to engage in e-arbitration.¹⁸⁹ Furthermore, the absence of a centralized accreditation system for electronic signature providers, unlike South Africa’s Electronic Communications and Transactions Act 2002, increases the risk of fraud and disputes over authenticity.¹⁹⁰ Addressing these challenges requires substantial

¹⁸⁵ [2019] 13 NWLR (Pt. 1690) 439.

¹⁸⁶ section 7.

¹⁸⁷ Hannah Olusoga-Tinubi, ‘Legal Analysis of Electronic Signatures in Nigeria’, *African Journal of Stability & Development* [2018] (11) (2) 338-356.

¹⁸⁸ International Telecommunication Union, ‘Measuring Digital Development: Facts and Figures 2023’ (ITU Publications, 2023) 34-40.

¹⁸⁹ World Bank, ‘Digital Development in Nigeria’ (2021) accessed 5 July 2025.

¹⁹⁰ Section 38.

investment in digital infrastructure and regulatory reforms to ensure equitable access and reliability.

The potential of electronic signatures to revolutionize arbitration in Nigeria is tempered by the need for public awareness and capacity building. Fabian *Ajogwu* emphasizes that stakeholders, including legal practitioners and arbitrators, require education on the benefits and risks of electronic signatures to maximize their utility.¹⁹¹ Without such efforts, the adoption of these technologies may remain limited to urban and tech-savvy populations, undermining their transformative impact. Nigeria must prioritize technological and educational initiatives to fully harness electronic signatures in arbitration practice.

The integrity of arbitration agreements is crucial to prevent unauthorized alterations and ensure that the terms reflect the parties' true intentions. Electronic signature technologies, such as cryptographic hashing, create unique digital fingerprints for documents, making any tampering immediately detectable.¹⁹² *Section 93* of the Evidence Act 2011 supports this by admitting electronic records as evidence, provided their integrity is demonstrable.¹⁵ This statutory provision is vital in arbitration, where disputes often hinge on the immutability of contractual terms.

Public key infrastructure (PKI) enhances integrity by using paired keys—a private key for signing and a public key for verification—ensuring that only authorized parties can execute agreements.¹⁹³ *Jianying*¹⁹⁴ notes that PKI's robust security features make it a cornerstone of

¹⁹¹ Fabian Ajogwu, *Commercial Arbitration in Nigeria: Law and Practice* (Centre for Commercial Law Development, 2018) 112-135.

¹⁹² Lorna Brazell, *Electronic Signatures and Identities: Law and Regulation* (2nd edn, Sweet & Maxwell, 2018) 56-78.

¹⁹³ Jianying Zhou, *Digital Signatures: Technologies and Applications* (Springer, 2019) 34-50.

¹⁹⁴ *ibid*

electronic signature technology, particularly in high-stake arbitration contexts. However, Nigeria's lack of mandatory standards for PKI implementation limits its reliability, as inconsistent application may lead to disputes over document integrity.

The absence of a centralized regulatory framework for electronic signatures exacerbates these challenges. *Asouzu*¹⁹⁵ argues that Nigeria must adopt standardized protocols to ensure that electronic signatures consistently protect arbitration agreements against tampering. Without such measures, parties may face difficulties proving the integrity of agreements in court, undermining their enforceability.

Infrastructural limitations, such as unreliable power supply and limited digital literacy, further hinder the adoption of integrity-preserving technologies.¹⁹⁶ To address this, Nigeria must invest in secure digital platforms and provide training for legal practitioners to ensure that electronic signatures meet the high evidential standards required in arbitration proceedings.

Authenticity in arbitration agreements ensures that signatures accurately reflect the identity and intent of the parties. Electronic signatures achieve this through identity verification mechanisms, such as digital certificates issued by trusted certificate authorities.¹⁹⁷ The Cybercrimes Act 2015 mandates that electronic signatures be verifiable to be legally binding, emphasizing robust authentication processes.¹⁹⁸ This requirement is critical in arbitration, where disputes over signatory identity can invalidate agreements.

¹⁹⁵ Amazu Asouzu, *International Commercial Arbitration and African States* (Cavendish Publishing, 2001) 245-270.

¹⁹⁶ World Bank, 'Digital Development in Nigeria' (2021) accessed 5 July 2025.

¹⁹⁷ Dennis Campbell, *E-Commerce and the Law of Digital Signatures* (Oceana Publications, 2005) 123-145.

¹⁹⁸ section 17.

Advanced technologies, such as biometric authentication and blockchain, enhance authenticity by linking signatures to unique identifiers or immutable records.¹⁹⁹ *Primavera De Filippi* highlights that blockchain-based signatures offer unparalleled authenticity by creating tamper-proof records of execution.²⁰⁰ However, Nigeria's limited adoption of these technologies, due to infrastructural and regulatory constraints, restricts their widespread use in arbitration.

The judiciary's role in verifying authenticity is pivotal but challenged by limited technological expertise. *Ogunseitan*²⁰¹ suggests that judicial training programs could enhance courts' ability to evaluate electronic signatures, ensuring consistent recognition of their authenticity. Without such measures, judicial skepticism may undermine the reliability of electronically signed arbitration agreements.

4.1.4 Compliance with Formal Requirements for Arbitration Agreements

Electronic signatures ensure compliance with the formal requirements for arbitration agreements under Nigerian law. *Section 1(3)* of the AMA mandates that agreements be in writing, a condition satisfied by retrievable electronic communications. This provision ensures that electronically signed agreements meet the formalities required for validity and enforceability.²⁰²

The New York Convention²⁰³ requires signatures to demonstrate consent, which electronic signatures fulfill through verifiable authentication methods. *Ojo*²⁰⁴ notes that compliance with these formalities enhances the enforceability of arbitration agreements in international contexts.

¹⁹⁹ Primavera De Filippi, *Blockchain and the Law* (Harvard University Press, 2018) 67-89.

²⁰⁰ *Ibid*

²⁰¹ Tunde Ogunseitan, 'Electronic Arbitration Agreements: A Comparative Study', *Nigerian Journal of International Law* [2021] (13) (1) 56-78.

²⁰² Emilia Onyema, *International Commercial Arbitration and the Arbitrator's Contract* (Routledge, 2010) 45-67.

²⁰³ *Art II*.

²⁰⁴ Oluwaseun Ojo, 'Advancing E-Arbitration in Nigeria: Challenges and Prospects', *African Journal of Legal Studies* [2022] (15) (2) 201-225.

However, Nigeria’s lack of standardized verification processes risks inconsistent compliance, particularly in cross-border disputes.

Judicial precedent, such as *Mekwunye v. Imoukhuede*, confirms that electronic signatures meet the “in writing” requirement, provided intent is clear.²⁰⁵ This ruling supports compliance but highlights the need for secure technologies to prevent disputes over formalities. Regulatory clarity is essential to ensure consistent adherence to legal standards. Limited access to digital platforms in rural areas may hinder compliance, particularly for parties without reliable technology.²⁰⁶ Nigeria must invest in digital infrastructure and regulatory frameworks to ensure that electronic signatures consistently meet the formal requirements for arbitration agreements across all regions.

4.2 The challenges of enforcing electronically signed arbitration agreements in Nigeria

The enforcement of electronically signed arbitration agreements in Nigeria presents a complex interplay of legal, technological, and socio-economic challenges that hinder their seamless integration into the country’s dispute resolution framework. While the Arbitration and Mediation Act 2023 (AMA) provides a progressive foundation for recognizing electronic signatures, practical barriers such as infrastructural deficiencies and judicial inconsistencies undermine their enforceability. The reliance on electronic signatures introduces novel issues, including the verification of authenticity and the prevention of tampering, which are critical to upholding the integrity of arbitration agreements. Nigeria’s ambition to align with global arbitration standards,

²⁰⁵ *Mekwunye v. Imoukhuede* [2019] 13 NWLR (Pt. 1690) 439.

²⁰⁶ International Telecommunication Union, ‘Measuring Digital Development: Facts and Figures 2023’ (ITU Publications, 2023) 34-40.

as evidenced by its adherence to the New York Convention, is tempered by these domestic challenges, necessitating comprehensive reforms to enhance enforcement mechanisms.²⁰⁷

One significant challenge is the limited technological literacy among legal practitioners and arbitrators, which affects the effective use and evaluation of electronic signatures. The complexity of technologies like public key infrastructure (PKI) and blockchain requires specialized knowledge that is often lacking in Nigeria's legal community. This knowledge gap can lead to skepticism about the reliability of electronically signed agreements, particularly in high-stake commercial disputes. Scholars argue that without targeted training programs, the adoption of electronic signatures in arbitration will remain uneven, potentially leading to disputes over their validity and enforceability.²⁰⁸ The absence of a robust regulatory framework further exacerbates this issue, as there are no standardized protocols to guide practitioners in ensuring compliance with international best practices.

Judicial attitudes toward electronic signatures also pose a significant barrier to enforcement. While progressive rulings, such as those affirming the validity of electronic contracts, demonstrate judicial willingness to embrace digital transactions, inconsistencies across courts create uncertainty. The lack of specific case law addressing the enforcement of electronically signed arbitration agreements means that judges often rely on general contract law principles, which may not adequately address the nuances of digital signatures²⁰⁹. This judicial unpredictability can deter parties from relying on electronic signatures, fearing that their

²⁰⁷Adedoyin Rhodes-Vivour, 'Arbitration in Africa: Challenges and Opportunities', *Arbitration International* [2020] (36) (4) 567-589.

²⁰⁸Olusola O. Adegbonmire, 'E-Commerce and Dispute Resolution in Nigeria', *Nigerian Bar Journal* [2019] (27) (3) 45-67.

²⁰⁹Funmi Roberts, 'The Role of the Judiciary in Arbitration Development in Nigeria', *Journal of Sustainable Development Law and Policy* [2021] (12) (1) 89-112.

agreements may not be upheld in court. The need for specialized judicial training and clear precedents is critical to fostering confidence in the enforcement process.

Socio-economic factors, particularly Nigeria's digital divide, further complicate enforcement. Limited internet access and unreliable power supply in rural areas restrict the ability of parties to execute and verify electronically signed agreements. This disparity disproportionately affects small and medium-sized enterprises (SMEs), which may lack the resources to access secure digital platforms²¹⁰. The enforcement of arbitration agreements thus risks becoming an urban-centric practice, excluding marginalized communities from accessing efficient dispute resolution mechanisms. Addressing these challenges requires substantial investment in digital infrastructure and policies to promote inclusive access to technology.

The international dimension of enforcement adds another layer of complexity. While the New York Convention facilitates the recognition of arbitration agreements globally, differing standards for electronic signatures across jurisdictions can lead to enforcement challenges in cross-border disputes. For instance, jurisdictions with stringent requirements for digital certificates may question the validity of Nigerian agreements lacking such features. This misalignment highlights the need for Nigeria to harmonize its electronic signature standards with international frameworks to ensure seamless enforcement abroad. Without such harmonization, Nigerian parties risk facing resistance when seeking to enforce electronically signed arbitration agreements in foreign courts.²¹¹

²¹⁰African Development Bank, 'Nigeria: Digital Economy Diagnostic Report' (2022) accessed 7 July 2025.

²¹¹Simon Greenberg, 'Cross-Border Enforcement of Arbitration Agreements', *Journal of International Dispute Settlement* [2020] (11) (3) 412-435.

4.2.1 Technological Limitations

Technological limitations in Nigeria significantly impede the enforcement of electronically signed arbitration agreements. The country's unreliable internet infrastructure and frequent power outages disrupt the execution and verification processes, particularly in rural areas. These disruptions can prevent parties from accessing secure platforms, leading to delays or incomplete agreements that may be challenged in court²¹². The lack of widespread access to advanced technologies, such as blockchain or PKI, further limits the ability to ensure document integrity and authenticity.

The absence of a centralized system for issuing and verifying digital certificates exacerbates these challenges. Unlike jurisdictions like the European Union, which have established trusted certificate authorities under the Electronic Identification, Authentication and Trust Services (Eidas). I'm not sure you have previously stated the full meaning). Regulation, Nigeria lacks a comparable framework, increasing the risk of fraudulent signatures. This regulatory shortfall can lead to disputes over the validity of electronically signed agreements, undermining their enforceability in arbitration proceedings. Developing a national accreditation system is essential to enhance technological reliability.²¹³

Moreover, the high cost of implementing secure electronic signature platforms poses a barrier for SMEs and individual practitioners. The financial burden of acquiring and maintaining these technologies can deter their adoption, limiting the scalability of electronically signed arbitration

²¹²Chukwuemeka E. Ibe, 'Digital Transformation in Nigerian Legal Practice', *African Journal of Law and Technology* [2023] (5) (2) 123-145.

²¹³Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS Regulation).

agreements. Government subsidies and public-private partnerships could address this issue, promoting broader access to secure technologies and facilitating enforcement.²¹⁴

Limited digital literacy among end-users further complicates the effective use of electronic signature technologies. Without adequate training, parties may misuse platforms, leading to errors that compromise the enforceability of agreements. Comprehensive digital literacy programs are necessary to ensure that all stakeholders can navigate these technologies confidently.²¹⁵

4.2.2 Judicial Inconsistency

Judicial inconsistency in Nigeria represents a significant obstacle to the enforcement of electronically signed arbitration agreements, as courts often adopt divergent approaches when evaluating their validity. The absence of specific case law directly addressing electronic signatures in arbitration contexts forces judges to rely on general contract law principles, which are not always suited to the complexities of digital transactions. This lack of tailored precedent creates uncertainty, as parties cannot predict whether their agreements will be upheld, particularly in high-value commercial disputes²¹⁶. The unpredictability undermines confidence in arbitration as a reliable dispute resolution mechanism, deterring its adoption for electronically signed agreements.

The judiciary's limited technological expertise exacerbates this inconsistency. Many judges lack training in digital technologies, such as public key infrastructure (PKI) or blockchain, which are

²¹⁴Olumide Babalola, 'Cost Barriers to E-Commerce Adoption in Nigeria', *Nigerian Journal of Commercial Law* [2022] (14) (1) 78-99.

²¹⁵UNESCO, 'Digital Skills Development in Nigeria' (2023) accessed 7 July 2025.

²¹⁶Oluwafemi A. Ladapo, 'Judicial Approaches to Electronic Contracts in Nigeria', *Law and Technology Review* [2021] (8) (2) 56-79.

integral to electronic signatures. This knowledge gap can lead to conservative rulings that reject electronically signed agreements due to unfamiliarity with their security features. For instance, courts may question the authenticity of signatures without standardized verification protocols, resulting in varied outcomes across jurisdictions²¹⁷. Establishing specialized commercial courts with expertise in digital transactions could promote uniformity, ensuring that electronically signed agreements are evaluated consistently.

The absence of clear judicial guidelines for assessing electronic evidence further complicates enforcement. While the Evidence Act 2011 admits electronic records, the lack of detailed protocols for evaluating their integrity and authenticity leaves room for subjective interpretation. Some courts may demand higher evidential thresholds for electronic signatures than for traditional ones, creating additional hurdles for enforcement. Developing comprehensive guidelines, coupled with judicial training programs, is essential to harmonize judicial approaches and reduce inconsistency in handling electronically signed arbitration agreements.²¹⁸

Moreover, regional disparities in judicial capacity contribute to inconsistent enforcement. Urban courts, such as those in Lagos, often have better access to technological resources and training compared to rural courts, leading to disparities in how electronic signatures are handled. This regional variation can disadvantage parties in less developed areas, where judges may be more skeptical of digital agreements. Nationwide judicial standardization efforts, including centralized

²¹⁷ Babatunde Osibanjo, 'Reforming Nigeria's Commercial Courts', *Journal of African Business Law* [2020] (6) (3) 101-124.

²¹⁸ Kemi O. Olayemi, 'Admissibility of Electronic Evidence in Nigerian Courts', *Nigerian Law Journal* [2019] (59) (4) 89-110.

training and resource allocation, are critical to ensuring equitable enforcement across Nigeria's diverse judicial landscape.²¹⁹

4.2.3 Infrastructural Deficiencies

Nigeria's infrastructural deficiencies, particularly in internet connectivity and power supply, pose substantial barriers to the enforcement of electronically signed arbitration agreements. With internet penetration in rural areas below 30%, many Nigerians lack reliable access to digital platforms necessary for executing and verifying electronic signatures. This digital divide limits the scalability of e-arbitration, as parties in underserved regions struggle to participate in digital dispute resolution processes, rendering enforcement impractical for a significant portion of the population.²²⁰

Unreliable power supply further disrupts the execution and storage of electronically signed agreements. Frequent outages can interrupt digital transactions, leading to incomplete or unverifiable signatures that may be challenged in court. For instance, a power failure during the signing process could prevent the generation of a secure digital certificate, undermining the agreement's enforceability. Investment in renewable energy sources and backup power systems is crucial to ensure uninterrupted access to digital platforms, particularly for arbitration proceedings requiring timely execution.²²¹

The lack of secure data centers in Nigeria increases the vulnerability of electronically signed agreements to cyber threats. Without robust cybersecurity infrastructure, agreements stored on digital platforms are at risk of hacking or data loss, which can compromise their integrity and

²¹⁹ Adewale A. Olawoyin, 'Regional Disparities in Nigeria's Judicial System', *Journal of Legal Reform* [2022] (14) (1) 45-67.

²²⁰ Nigerian Communications Commission, 'Internet Penetration Report 2024' (2024) accessed 7 July 2025.

²²¹ Energy Commission of Nigeria, 'Energy Access Report 2023' (2023) accessed 7 July 2025.

authenticity. This vulnerability poses a significant challenge to enforcement, as courts may question the reliability of compromised documents. Public-private partnerships to develop secure data facilities could address this gap, ensuring that agreements remain protected throughout their lifecycle.²²²

Furthermore, the uneven distribution of technological infrastructure between urban and rural areas exacerbates enforcement challenges. Urban centers like Abuja and Lagos benefit from better connectivity and resources, while rural communities lag behind, creating disparities in access to e-arbitration. Bridging this gap requires targeted infrastructure investments to promote equitable access, ensuring that electronically signed arbitration agreements are enforceable across all regions of Nigeria.²²³

4.2.4 Regulatory Gaps

Regulatory gaps in Nigeria's electronic signature framework significantly hinder the enforcement of arbitration agreements by creating uncertainty around their validity and authenticity. The absence of specific standards for technologies like PKI or blockchain results in inconsistent implementation, as parties and platforms adopt varying security measures²²⁴. This lack of uniformity increases the risk of disputes over the legal standing of electronically signed agreements, undermining their enforceability in arbitration proceedings.

The lack of a centralized accreditation system for certificate authorities further erodes trust in electronic signatures. Unlike jurisdictions with established frameworks for issuing and verifying digital certificates, Nigeria's ad hoc approach leaves parties vulnerable to fraudulent signatures.

²²² Cybersecurity Alliance, 'Nigeria Cybersecurity Outlook 2024' (2024) accessed 7 July 2025.

²²³ African Union, 'Digital Infrastructure Development in Africa' (2023) accessed 7 July 2025.

²²⁴ Adebayo O. Adaralegbe, 'Regulating E-Commerce in Nigeria', *Journal of Business and Technology Law* [2020] (15) (2) 67-89.

Courts may reject agreements signed with unverified certificates, creating enforcement challenges. Establishing a national accreditation body, modeled on international best practices, is essential to ensure consistent and reliable verification processes.²²⁵

Inconsistent enforcement of existing regulations, such as those under the Cybercrimes Act, compounds these challenges. Regulatory agencies often lack the resources and expertise to monitor compliance, leading to variations in how electronic signature requirements are applied. This inconsistency can result in agreements being upheld in one context but rejected in another, creating uncertainty for parties. Strengthening regulatory oversight through increased funding and capacity building is critical to ensuring uniform enforcement practices.²²⁶

The absence of public awareness about electronic signature regulations further complicates enforcement. Many stakeholders, including legal practitioners and SMEs, are unaware of the legal requirements for valid signatures, leading to errors that undermine enforceability. For example, parties may use unsecured platforms, unaware of the need for verifiable signatures, resulting in agreements that courts may not recognize. Nationwide awareness campaigns, coupled with accessible regulatory guidance, are necessary to promote compliance and enhance enforcement.²²⁷

4.2.5 Socio-Economic Barriers

Socio-economic barriers, including poverty and low digital literacy, severely limit the enforcement of electronically signed arbitration agreements in Nigeria. High levels of poverty

²²⁵ Okechukwu Okafor, 'Digital Certificates and Trust in Nigeria', *African Journal of Cybersecurity* [2023] (2) (1) 34-56.

²²⁶ Chinedu Okeke, 'Enforcement Challenges in Nigeria's Cyber Laws', *Law and Policy Review* [2021] (9) (4) 123-145.

²²⁷ National Information Technology Development Agency, 'E-Governance Awareness Report 2023' (2023) accessed 7 July 2025.

restrict access to affordable digital devices, such as smartphones or computers, which are essential for executing electronic signatures. This exclusion disproportionately affects rural communities and SMEs, limiting their ability to engage in e-arbitration and access efficient dispute resolution mechanisms.²²⁸

The high cost of internet services further exacerbates these barriers, as many Nigerians struggle to afford reliable connectivity. For SMEs seeking cost-effective arbitration, the financial burden of internet access can deter the adoption of electronic signatures, forcing reliance on traditional methods that are slower and less efficient²²⁹. Subsidized internet plans and government initiatives to reduce connectivity costs could promote broader adoption, facilitating enforcement across diverse economic groups.

Low digital literacy among the population hinders the effective use of electronic signature technologies. Without adequate skills, users may make errors, such as using unsecured platforms or failing to verify signatures, which can compromise the validity of agreements²³⁰. These errors create enforcement challenges, as courts may reject agreements that do not meet legal standards. Comprehensive digital literacy programs, tailored to both urban and rural populations, are essential to empower stakeholders and enhance enforceability.

Cultural resistance to digital transactions, particularly in rural and traditional communities, poses an additional barrier. Many stakeholders prefer wet-ink signatures due to familiarity and trust, viewing electronic signatures with skepticism. This resistance can lead to reluctance in adopting e-arbitration, complicating enforcement efforts. Targeted outreach and education campaigns,

²²⁸ Poverty Reduction Network, 'Digital Access and Poverty in Nigeria' (2022) accessed 7 July 2025.

²²⁹ Olumuyiwa O. Adeyemi, 'Internet Affordability in Nigeria', *Journal of Economic Policy Analysis* [2023] (17) (6) 234-256.

²³⁰ Digital Nigeria, 'National Digital Literacy Framework 2023' (2023) accessed 7 July 2025.

emphasizing the security and efficiency of electronic signatures, are needed to shift cultural perceptions and promote their acceptance in arbitration practice.²³¹

4.3 Towards a regulatory framework for electronically signed arbitration agreements in Nigeria

Developing a robust regulatory framework for electronically signed arbitration agreements in Nigeria is essential to enhance their validity, enforceability, and widespread adoption in the country's evolving arbitration landscape. The Arbitration and Mediation Act 2023 (AMA) provides a foundational step by recognizing electronic communications as valid written agreements under *Section 1(3)*, aligning with the UNCITRAL Model Law on Electronic Commerce.²³² However, the absence of detailed regulations specifying technical standards for electronic signatures, such as encryption protocols or digital certificate requirements, creates uncertainty in their application to arbitration agreements. A comprehensive framework must address these gaps by establishing clear guidelines for security, verifiability, and accessibility, ensuring that electronically signed agreements meet both domestic and international standards, such as those under the New York Convention.²³³ Such a framework would bolster confidence among parties and arbitrators, positioning Nigeria as a hub for digital dispute resolution in Africa.

The Cybercrimes (Prohibition, Prevention, Etc.) Act 2015 provides legal recognition for electronic signatures under *Section 17*, requiring them to be verifiable and secure, but it lacks specificity on implementation standards. This regulatory ambiguity is particularly problematic in

²³¹ Adeola O. Adebayo, 'Cultural Barriers to Digital Adoption in Nigeria', *African Journal of Social Studies* [2022] (8) (3) 101-123.

²³²art 7.

²³³art II.

arbitration, where disputes over authenticity can undermine enforceability. Scholars like *Rhodes-Vivour*²³⁴ advocate for the establishment of a centralized accreditation system for certificate authorities, modeled on frameworks like the European Union’s Regulation, to ensure that electronic signatures meet consistent security standards. Such a system would require collaboration between the National Information Technology Development Agency (NITDA) and legal authorities to certify trusted providers, reducing the risk of fraudulent signatures and enhancing judicial confidence in their enforcement. Additionally, integrating blockchain technology, which offers immutable records, could further strengthen authenticity verification, as suggested in global arbitration practices.²³⁵

Judicial precedent underscores the need for a regulatory framework to address inconsistencies in the enforcement of electronically signed agreements. In *Mekwunye v. Imoukhuede*²³⁶, the Nigerian Court of Appeal upheld the validity of electronically executed contracts, emphasizing that they satisfy the “in writing” requirement if intent is clear. However, the lack of specific guidelines for evaluating electronic signatures leads to varied judicial interpretations, as noted by *Funmi*²³⁷ who calls for standardized protocols to guide courts in assessing digital evidence. A regulatory framework should include mandatory judicial training programs to enhance judges’ understanding of technologies like PKI and biometric authentication, ensuring consistent

²³⁴ Adedoyin Rhodes-Vivour, ‘Arbitration in Africa: Challenges and Opportunities’, *Arbitration International* [2020] (36) (4) 567-589.

²³⁵ Amy J. Schmitz, ‘Blockchain and Arbitration: A New Era for Dispute Resolution’, *Journal of Dispute Resolution* [2022] (1) 45-67.

²³⁶ [2019] 13 NWLR (Pt. 1690) 439.

²³⁷ Funmi Roberts, ‘The Role of the Judiciary in Arbitration Development in Nigeria’, *Journal of Sustainable Development Law and Policy* [2021] (12) (1) 89-112.

application across courts. This would align Nigeria’s judiciary with jurisdictions like Singapore, where specialized training supports the enforcement of digital contracts.²³⁸

Infrastructural challenges, particularly Nigeria’s digital divide, must be addressed within the regulatory framework to ensure equitable access to electronic signature technologies. Limited internet penetration, with only 38% coverage in rural areas, restricts the ability of marginalized communities to participate in e-arbitration.²³⁹ The Evidence Act 2011 supports the admissibility of electronic records under *Section 93*, but without reliable infrastructure, parties struggle to execute and store agreements securely. *Babalola*²⁴⁰ argues that the framework should mandate government investment in digital infrastructure, including secure data centers and affordable internet access, to bridge this gap. Public-private partnerships could facilitate the deployment of secure platforms, ensuring that electronically signed arbitration agreements are accessible to all Nigerians, regardless of socio-economic status.

Public awareness and stakeholder engagement are critical components of an effective regulatory framework. Many Nigerian businesses and legal practitioners remain unaware of the legal requirements for electronic signatures, resulting in errors that undermine the enforceability of documents. *Ibe*²⁴¹ emphasizes the need for nationwide awareness campaigns to educate stakeholders on the benefits and legal standards of electronic signatures in arbitration. The framework should also incorporate provisions for continuous stakeholder consultation to address emerging technological trends, such as AI-driven signature verification, ensuring that regulations remain adaptive and forward-looking. By fostering collaboration among government, industry,

²³⁸ Singapore International Arbitration Centre, ‘Digital Arbitration Guidelines’ (2023) accessed 7 July 2025.

²³⁹ Nigerian Communications Commission, ‘Internet Penetration Report 2024’ (2024) accessed 7 July 2025.

²⁴⁰ Olumide Babalola, ‘Cost Barriers to E-Commerce Adoption in Nigeria’, *Nigerian Journal of Commercial Law* [2022] (14) (1) 78-99.

²⁴¹ Chukwuemeka E. Ibe, ‘Digital Transformation in Nigerian Legal Practice’, *African Journal of Law and Technology* [2023] (5) (2) 123-145.

and legal professionals, Nigeria can develop a regulatory framework that not only addresses current challenges but also anticipates future developments in digital arbitration.²⁴²

4.3.1 Security Features of Electronic Signature Technology

The security features of electronic signature technology are critical to their reliability in arbitration agreements. Cryptographic techniques, such as PKI and hash functions, ensure that signatures are secure and documents remain tamper-proof.²⁴³ Section 17 of the Cybercrimes Act requires electronic signatures to be verifiable, underscoring the importance of robust security measures. These features are essential in arbitration, where disputes over document integrity can undermine proceedings.

Blockchain technology offers immutable records of signatures, enhancing security by preventing unauthorized alterations.²⁴⁴ Lorna Brazell argues that blockchain-based signatures could revolutionize arbitration by providing indisputable proof of execution.²⁴⁵ However, Nigeria's limited infrastructure restricts the adoption of such advanced technologies, limiting their impact in arbitration practice.

Biometric authentication, such as fingerprint or facial recognition, adds a layer of security by linking signatures to unique identifiers.²⁴⁶ Dennis Campbell notes that these methods enhance

²⁴² Okechukwu Okafor, 'Future-Proofing Nigeria's E-Commerce Laws', *African Journal of Legal Studies* [2024] (16) (3) 201-225.

²⁴³ Stephen Mason, *Electronic Signatures in Law* (4th edn, Cambridge University Press, 2016) 89-112.

²⁴⁴ Primavera De Filippi, *Blockchain and the Law* (Harvard University Press, 2018) 67-89.

²⁴⁵ Lorna Brazell, *Electronic Signatures and Identities: Law and Regulation* (2nd edn, Sweet & Maxwell, 2018) 56-78.

²⁴⁶ Dennis Campbell, *E-Commerce and the Law of Digital Signatures* (Oceana Publications, 2005) 123-145.

trust but require robust infrastructure to implement effectively.²⁴⁷ Nigeria's unreliable internet and power supply pose significant barriers to deploying these technologies widely.

To maximize the security benefits of electronic signatures, Nigeria must establish regulatory standards for encryption and invest in digital infrastructure.²⁴⁸ Such measures will ensure that arbitration agreements are protected against fraud and meet the evidential standards required for enforceability, fostering confidence in Nigeria's arbitration framework.

²⁴⁷ *ibid*

²⁴⁸ Isaiah Bozimo, 'Arbitration in Nigeria: The New Legal Framework', *Journal of International Arbitration* [2024] (41) (3) 289-310.

CHAPTER FIVE

SUMMARY, RECOMMENDATIONS AND CONCLUSION

5.1 Summary

This research undertakes a critical analysis of the validity and enforceability of electronically signed arbitration agreements in Nigeria, with a focus on the legal framework governing this area. The study explores the concept of electronic signatures, the principles of arbitration, and the Nigerian legal framework regulating electronic transactions and arbitration. The research examines the Arbitration and Mediation Act (AMA) 2023, and other relevant laws, to determine their impact on the validity and enforceability of electronically signed arbitration agreements. The study also considers the role of international instruments, such as the United Nations Convention on the Use of Electronic Communications in International Contracts, in shaping the Nigerian legal framework governing electronically signed arbitration agreements.

The research reveals that while Nigerian law recognizes electronic signatures, there are uncertainties and gaps in the law that may affect the validity and enforceability of electronically signed arbitration agreements. The uncertainties identified are the absence of specific regulations for electronic signature technologies, which creates legal uncertainty and practical challenges. The lack of a clear definition for a “secure” signature may lead to difficulties in proving authenticity, especially in international arbitrations where standards vary. Additionally, the absence of a centralized accreditation system for electronic signatures, unlike in South Africa, increases the risk of fraud and disputes over authenticity.

The study identifies challenges posed by the lack of clear guidelines on the use of electronic signatures in arbitration agreements, the uncertainty surrounding the jurisdiction of Nigerian

courts to enforce electronically signed arbitration agreements, and the potential implications of these challenges for arbitration practice in Nigeria. These uncertainties are different from the challenges, which are practical barriers to enforcement. The challenges include technological limitations like unreliable internet and power supply. Judicial inconsistency is another issue, as judges' limited technological expertise and the lack of specific case law lead to varied interpretations. Infrastructural deficiencies create a digital divide, limiting access to e-arbitration for many Nigerians. Regulatory gaps, such as the lack of a national accreditation system, also hinder enforcement. Finally, socio-economic barriers, including poverty and low digital literacy, restrict the use of electronic signatures. These issues undermine confidence in Nigeria's arbitration system.

Furthermore, the research highlights the need for a nuanced understanding of the interplay between the Electronic Transactions Act 2011 and the Arbitration and Mediation Act 2023, as well as the principles of arbitration and the jurisdiction of Nigerian courts. The study demonstrates that the validity and enforceability of electronically signed arbitration agreements in Nigeria are influenced by a range of factors, including the provisions of the relevant laws, the principles of arbitration, and the jurisdiction of Nigerian courts.

The research concludes by highlighting the complexities and nuances of the Nigerian legal framework governing electronically signed arbitration agreements. The study demonstrates that the validity and enforceability of electronically signed arbitration agreements in Nigeria are influenced by a range of factors, including the provisions of the Electronic Transactions Act 2011 and the Arbitration and Arbitration (AMA) 2023, as well as the principles of arbitration and the jurisdiction of Nigerian courts. The research provides a comprehensive analysis of the legal framework governing electronically signed arbitration agreements in Nigeria, highlighting the

need for a deeper understanding of the complex issues involved. The study's findings have significant implications for arbitration practice in Nigeria, highlighting the need for practitioners to be aware of the complexities and nuances of the Nigerian legal framework governing electronically signed arbitration agreements.

5.2 Recommendations

Based on the findings of this research, the following recommendations are made:

1. That Nigeria should provide a clearer framework for the validity and enforceability of electronically signed agreements, a new, comprehensive legal instrument should be developed. This legislation would supplement the Arbitration and Mediation Act (AMA) 2023 by establishing specific technical standards for electronic signatures, such as encryption and digital certificates, to eliminate the current ambiguity and enhance legal certainty.
2. To overcome the existing challenges and limitations, legislative reforms should introduce specific provisions on the types of technologies acceptable for electronic signatures in arbitration. Concurrently, judicial reforms should involve specialized training for judges on digital evidence and technology, ensuring consistent interpretations and decisions that reflect the evolving digital landscape.
3. To ensure courts consistently recognize and enforce these agreements, it's vital to develop clear judicial precedents. The courts' decisions should be guided by a set of criteria that includes verifying the integrity of the document, the security of the signature process, and the identity of the signatory, promoting predictability and building confidence among legal practitioners.

4. To address socio-economic challenges, public campaigns should be launched to educate stakeholders—lawyers, businesses, and the public—on the legal requirements and benefits of using electronic signatures. This initiative would help bridge the digital divide and ensure that parties are technologically equipped to engage in and rely on electronically signed arbitration agreements.
5. To resolve infrastructural challenges, the government and private sector should collaborate to improve internet connectivity and power supply across Nigeria. This investment would create a more reliable environment for executing and enforcing electronically signed agreements, removing a major practical barrier to their widespread adoption.

5.3 Contributions to Knowledge

This research makes several contributions to knowledge in the field of arbitration law, electronic transactions, and Nigerian law. Firstly, the study provides a comprehensive analysis of the Nigerian legal framework governing electronically signed arbitration agreements, clarifying the interplay between the Electronic Transactions Act 2011 and the Arbitration and Mediation Act 2023. This analysis contributes to a deeper understanding of the validity and enforceability of electronically signed arbitration agreements in Nigeria.

Secondly, the research identifies the complexities and nuances of the Nigerian legal framework governing electronically signed arbitration agreements, highlighting areas where further reform may be necessary. This contribution is significant, as it underscores the need for ongoing legislative and judicial attention to the evolving legal landscape governing electronically signed arbitration agreements in Nigeria.

Thirdly, the study contributes to the development of arbitration law and practice in Nigeria, highlighting the importance of ensuring that the Nigerian legal framework governing electronically signed arbitration agreements is clear, certain, and effective. This contribution is particularly significant, as it has implications for the development of arbitration law and practice in Nigeria, and underscores the need for practitioners to be aware of the evolving legal landscape and its impact on the validity and enforceability of electronically signed arbitration agreements.

Finally, the research contributes to the broader scholarly debate on the intersection of electronic transactions, arbitration, and law, highlighting the need for ongoing scholarly attention to the challenges and opportunities posed by electronically signed arbitration agreements. This contribution is significant, as it underscores the importance of interdisciplinary research and collaboration in addressing the complex legal and technical issues surrounding electronically signed arbitration agreement

5.4 Areas for Further Studies

This research has contributed to a deeper understanding of the validity and enforceability of electronically signed arbitration agreements in Nigeria. However, there are several areas that require further studies to fully explore the complexities and nuances of this topic.

One area for further studies is the impact of electronically signed arbitration agreements on the arbitration process in Nigeria. While this research has examined the validity and enforceability of electronically signed arbitration agreements, further studies are needed to explore how these agreements affect the conduct of arbitration proceedings in Nigeria. This could include an examination of the use of electronic evidence in arbitration proceedings, the role of technology in facilitating arbitration proceedings, and the challenges and opportunities posed by

electronically signed arbitration agreements in the context of Nigerian arbitration law and practice.

Another area for further studies is the comparative analysis of the Nigerian legal framework governing electronically signed arbitration agreements with that of other jurisdictions. This research has focused on the Nigerian legal framework, but further studies could explore how other jurisdictions, such as the United States, the United Kingdom, and South Africa, regulate electronically signed arbitration agreements. This comparative analysis could provide valuable insights into best practices and standards for regulating electronically signed arbitration agreements, and could inform future reforms to the Nigerian legal framework.

Furthermore, further studies are needed to explore the role of technology in facilitating the use of electronically signed arbitration agreements in Nigeria. This could include an examination of the use of blockchain technology, artificial intelligence, and other emerging technologies in the context of electronically signed arbitration agreements. This research could provide valuable insights into the potential benefits and challenges of using technology to facilitate the use of electronically signed arbitration agreements, and could inform future developments in this area.

Finally, further studies are needed to explore the impact of electronically signed arbitration agreements on access to justice in Nigeria. While this research has examined the validity and enforceability of electronically signed arbitration agreements, further studies are needed to explore how these agreements affect access to justice for individuals and businesses in Nigeria. This could include an examination of the use of electronically signed arbitration agreements in consumer contracts, employment contracts, and other types of contracts, and could explore the

potential benefits and challenges of using electronically signed arbitration agreements to facilitate access to justice in Nigeria.

5.5 Conclusion

This research has undertaken a critical examination of the validity and enforceability of electronically signed arbitration agreements in Nigeria, situated within the context of the country's evolving legal framework. The study has analysed the Nigerian legal framework governing electronic transactions and arbitration, including the Electronic Transactions Act 2011 and the recently enacted Arbitration and Mediation Act 2023, which repeals and replaces the Arbitration and Conciliation Act 2004. This legislative development is significant, as it reflects the Nigerian government's efforts to modernize the country's arbitration law and bring it into alignment with international best practices. By examining the interplay between the Electronic Transactions Act 2011 and the Arbitration and Mediation Act 2023, this research has sought to clarify the legal framework governing electronically signed arbitration agreements in Nigeria, and to identify areas where further reform may be necessary.

The research has highlighted the complexities and nuances of the Nigerian legal framework governing electronically signed arbitration agreements, demonstrating that the validity and enforceability of such agreements are influenced by a range of factors, including the provisions of the relevant laws, the principles of arbitration, and the jurisdiction of Nigerian courts. The study's findings have significant implications for arbitration practice in Nigeria, underscoring the need for practitioners to be aware of the evolving legal landscape and its impact on the validity and enforceability of electronically signed arbitration agreements.

Ultimately, this research contributes to a deeper understanding of the validity and enforceability of electronically signed arbitration agreements in Nigeria, highlighting the need for ongoing scholarly attention to the intersection of electronic transactions, arbitration, and Nigerian law. The study's findings have significant implications for the development of arbitration law and practice in Nigeria, and underscore the importance of ensuring that the Nigerian legal framework governing electronically signed arbitration agreements is clear, certain, and effective.

BIBLIOGRAPHY

Textbooks

- Agbakoba O, *Nigerian Arbitration Law and Practice* (Sweet & Maxwell, 2015).
- Ajogwu F, *Commercial Arbitration in Nigeria: Law and Practice* (Centre for Commercial Law Development, 2018).
- Ajogwu F, *Commercial Arbitration in Nigeria: Law and Practice* (2nd ed., Centre for Commercial Law Development, 2019).
- Ajogwu F, *Commercial Arbitration in Nigeria: Law and Practice* (3rd ed., Centre for Commercial Law Development, 2020).
- Asouzu AA, *International Commercial Arbitration and African States* (Cambridge University Press, 2001).
- Atiyah PS, *The Rise and Fall of Freedom of Contract* (Oxford University Press, 1979).
- Babalola O, *Arbitration Law and Practice in Nigeria* (LexisNexis, 2018).
- Binder P, *International Commercial Arbitration and Conciliation in UNCITRAL Model Law Jurisdictions* (Sweet & Maxwell, 2005).
- Blackaby N, et al, *Redfern and Hunter on International Arbitration* (Oxford University Press, 2015).
- Born GB, *International Commercial Arbitration* (Kluwer Law International, 2014).
- Born GB, *International Commercial Arbitration* (2nd edn, Kluwer Law International, 2014).
- Brazell L, *Electronic Signatures and Identities: Law and Regulation* (2nd edn, Sweet & Maxwell, 2018).
- Caddy P, Jackson D and Randle T, *Legal Practice in the Digital Age*(Globe Law and Business, 2023).
- Campbell D, *E-Commerce and the Law of Digital Signatures* (Oceana Publications, 2005).
- Chen-Wishart M, *Contract Law* (Oxford University Press, 2019).

- De Filippi P, *Blockchain and the Law* (Harvard University Press, 2018).
- Emiola A, *The Principles of African Customary Law* (2nd edition, Emiola Publishers Ltd Nigeria, 2005).
- Fried C, *Contract as Promise: A Theory of Contractual Obligation* (Harvard University Press, 1981).
- Gordley J, *The Philosophical Origins of Modern Contract Doctrine* (Oxford University Press, 2013).
- Idornigie PO, *New Developments in Arbitration Law and Practice in Nigeria* (Biographers Nigeria Limited, 2019).
- Kant I, *Grounding for the Metaphysics of Morals* (1785).
- Mason S, *Electronic Signatures in Law* (4th edn, Cambridge University Press, 2016).
- McConvill J, *Research Methods for Law* (Routledge, 2017).
- Moses ML, *The Principles and Practice of International Commercial Arbitration* (Cambridge University Press, 2017).
- Murray A, *Information Technology Law: The Law and Society* (Oxford University Press, 2016).
- Okoro C, *Arbitration in Nigeria: Law, Practice and Procedure* (Wolters Kluwer, 2017).
- Onyema E, *International Commercial Arbitration and the Arbitrator's Contract* (Routledge, 2010).
- Osinbajo Y, *The Nigerian Constitution and Economic Development* (Nigerian Institute of Advanced Legal Studies, 2015).
- Puchta GF, *Cursus der Institutionen* (Breitkopf & Härtel, 1841).
- Rawls J, *A Theory of Justice* (Harvard University Press, 1971).
- Reed L, Paulsson J and Blackaby N, *Guide to ICSID Arbitration* (Kluwer Law International, 2011).

Rhodes-Vivour A, *Commercial Arbitration Law and Practice in Nigeria Through the Cases* (LexisNexis, 2016).

Savigny FC von, *System des heutigen Römischen Rechts* (Veit und Comp.1840).

Weber M, *Wirtschaft und Gesellschaft* (J.C.B. Mohr.1925).

Weber R, *Electronic Signatures in International Contracts* (Schulthess, 2017).

Zamir E, *Contract Law and Morality* (Oxford University Press, 2017).

Zhou J, *Digital Signatures: Technologies and Applications* (Springer, 2019).

Journal Articles

Adaralegbe AO, 'Regulating E-Commerce in Nigeria', *Journal of Business and Technology Law* [2020] (15) (2) 67-89.

Adebajo AO, 'Consent in Nigerian Electronic Transactions', *Journal of African Technology Law* [2023] (5) (4) 67-83.

Adebayo AO, 'Cultural Barriers to Digital Adoption in Nigeria', *African Journal of Social Studies* [2022] (8) (3) 101-123.

Adegbite OA, 'Public Policy in Nigerian Arbitration Law', *Journal of African Legal Studies* [2021] (14) (3) 123-140.

Adegbonmire OO, 'E-Commerce and Dispute Resolution in Nigeria', *Nigerian Bar Journal* [2019] (27) (3) 45-67.

Adediran AO, 'Electronic Signatures and Cybersecurity in Nigeria', *Journal of African Technology Law* [2024] (6) (2) 45-61.

Adediran M, 'Cybercrime Law in Nigeria: An Appraisal', *African Journal of Legal Studies* [2019] (12) (2) 105-125.

Adekunle KO, 'Electronic Communications and the New York Convention in Nigeria', *African Journal of International Arbitration* [2021] (2) (1) 89-106.

Adekunle OT, 'Electronic Consent in Nigerian Contract Law', *Journal of African Commercial Law* [2021] (9) (2) 78-94.

- Adekola OO, 'Cultural Influences on Signatures in Nigerian Law', *African Journal of Law and Technology* [2021] (3) (2) 56-72.
- Adewale A, 'The Role of the Lagos Court of Arbitration in Enhancing Arbitration in Nigeria', *Journal of Law and Conflict Resolution* [2020] (12) (1) 10-18.
- Adeyemo OA, 'Consent in Global Arbitration Frameworks', *Arbitration Review of Africa* [2021] (1) (3) 56-73.
- Adeyemi OO, 'Internet Affordability in Nigeria', *Journal of Economic Policy Analysis* [2023] (17) (6) 234-256.
- Afolabi TO, 'Consent Mechanisms in Electronic Transactions', *Journal of International Arbitration* [2023] (40) (3) 401-418.
- Agil HN, 'Electronic Arbitration: The New Mechanism for Dispute Resolution', *The Arbitrator & Mediator Journal* [2016] 1-8.
- Amazu AEO, 'Judicial Support for Arbitration in Nigeria', *Journal of International Arbitration* [2018] (35) (3) 321-340.
- Babalola O, 'Cost Barriers to E-Commerce Adoption in Nigeria', *Nigerian Journal of Commercial Law* [2022] (14) (1) 78-99.
- Bamodu G, 'Information Communications Technology and Electronic Commerce: Challenges to Commercial Law in Nigeria', *Journal of Business Law* [2004] (48) (5) 314-328.
- Bamodu G, 'The Legal Framework for E-Commerce in Nigeria', *Journal of African Law* [2020] (64) (1) 87-110.
- Bozimo I, 'Arbitration in Nigeria: The New Legal Framework', *Journal of International Arbitration* [2024] (41) (3) 289-310.
- Castellani L, 'The United Nations Convention on the Use of Electronic Communications in International Contracts: An Overview', *Journal of International Commercial Law and Technology* [2007] (2) (4) 207-215.
- Chow KP, 'The Validity of Electronic Signatures in Arbitration Agreements', *Journal of International Arbitration* [2019] (36) (2) 123-140.

- Egbuna CO, 'Electronic Records in Nigerian Contract Law', *Journal of African Technology Law* [2020] (2) (3) 45-61.
- Greenberg S, 'Cross-Border Enforcement of Arbitration Agreements', *Journal of International Dispute Settlement* [2020] (11) (3) 412-435.
- Ibe CE, 'Digital Transformation in Nigerian Legal Practice', *African Journal of Law and Technology* [2023] (5) (2) 123-145.
- Ilechukwu LC, 'Electronic Signatures in Arbitration Agreements: A Nigerian Perspective', *Journal of International Arbitration* [2017] (34) (2) 123-140.
- Ikubanni OO and Saheed AA, 'Impact of Technology on Alternative Dispute Resolution in Nigeria and the Birth and Challenges of Online Dispute Resolution', *Global Journal of Politics and Law Research* [2022] (10) (4) 1-13.
- Kallel S, 'Online Arbitration', *Journal of International Arbitration* [2008] (25) (3) 345-353.
- King WR and He J, 'A Meta-Analysis of the Technology Acceptance Model', *Information & Management* [2006] (43) (6) 740-755.
- Kritzer HM, 'The Validity and Enforcement of Electronically Signed Arbitration Agreements', *Journal of Dispute Resolution* [2015] (1) 1-15.
- Ladapo OA, 'Arbitration as a Dispute Resolution Mechanism in Nigeria', *Journal of Nigerian Law* [2017] (25) (1) 34-49.
- Ladapo OA, 'Judicial Approaches to Electronic Contracts in Nigeria', *Law and Technology Review* [2021] (8) (2) 56-79.
- Lin Y, 'Electronic Signatures in Contract Law', *Journal of Contract Law* [2020] (36) (1) 123-140.
- Maniruzzaman AFM, 'Electronic Signatures in International Arbitration', *Journal of International Arbitration* [2018] (35) (5) 567-582.
- Mayomi K, 'Judicial Support for Arbitration Agreements in Nigeria', *African Journal of International and Comparative Law* [2019] (27) (2) 245-267.
- Ogunlade AO, 'Signatures in Nigerian Arbitration Agreements', *Journal of African Arbitration* [2018] (1) (2) 78-94.

- Ogunseitan T, 'Electronic Arbitration Agreements: A Comparative Study', *Nigerian Journal of International Law* [2021] (13) (1) 56-78.
- Ogunleye YO, 'Separability Doctrine in Nigerian Arbitration', *Journal of Arbitration Studies* [2018] (28) (4) 401-420.
- Ojo GU, 'Arbitration in Nigeria: A Modern Perspective', *African Journal of Legal Studies* [2017] (10) (2) 123-140.
- Ojo O, 'Advancing E-Arbitration in Nigeria: Challenges and Prospects', *African Journal of Legal Studies* [2022] (15) (2) 201-225.
- Ojukwu C, 'The Adoption of Electronic Signatures in Arbitration Agreements in Nigeria: An Empirical Study', *Journal of Arbitration Studies* [2020] (20) (1) 1-15.
- Okeke C, 'Enforcement Challenges in Nigeria's Cyber Laws', *Law and Policy Review* [2021] (9) (4) 123-145.
- Okeke CE, 'Digital Signatures and Legal Frameworks in Nigeria', *Journal of Technology Law and Policy* [2019] (14) (1) 45-60.
- Okeke CU, 'Legal Framework for Electronic Signatures in Nigeria', *African Journal of Law and Technology* [2020] (2) (4) 56-72.
- Okeke GN, 'Regional Integration and Electronic Commerce in West Africa', *Journal of African Law* [2019] (63) (2) 215-238.
- Okafor O, 'Digital Certificates and Trust in Nigeria', *African Journal of Cybersecurity* [2023] (2) (1) 34-56.
- Okafor O, 'Future-Proofing Nigeria's E-Commerce Laws', *African Journal of Legal Studies* [2024] (16) (3) 201-225.
- Olarinde OO, 'The Writing Requirement in Nigerian Arbitration', *Journal of Arbitration Studies* [2019] (29) (3) 345-362.
- Olayemi KO, 'Admissibility of Electronic Evidence in Nigerian Courts', *Nigerian Law Journal* [2019] (59) (4) 89-110.
- Olawoyin A, 'Nigerian Courts and the Recognition of Electronic Signatures', *Nigerian Law Journal* [2020] (15) (1) 45-60.

- Olawoyin AA, 'Regional Disparities in Nigeria's Judicial System', *Journal of Legal Reform* [2022] (14) (1) 45-67.
- Olowu TA, 'Incorporation by Reference in Nigerian Arbitration Law', *Journal of International Arbitration* [2020] (37) (3) 401-418.
- Olujobi OJ, 'Regulatory Framework for Arbitration in Nigeria's Financial Sector', *Journal of African Law* [2020] (64) (2) 245-263.
- Olusoga-Tinubi H, 'Legal Analysis of Electronic Signatures in Nigeria', *African Journal of Stability & Development* [2018] (11) (2) 338-356.
- Ong C, 'The Impact of Electronic Signatures on Arbitration', *Journal of International Arbitration* [2020] (37) (6) 789-804.
- Onyema E, 'Arbitration Institutions in Africa: The LRCICA Model', *Arbitration: The International Journal of Arbitration, Mediation and Dispute Management* [2019] (85) (3) 245-263.
- Onyema E, 'The New Arbitration and Mediation Act 2023 in Nigeria: A Game Changer?', *Journal of International Arbitration* [2023] (40) (2) 141-160.
- Onyema E, 'The Role of Arbitration Institutions in Africa', *Journal of Dispute Resolution* [2021] (1) 45-67.
- Osibanjo B, 'Reforming Nigeria's Commercial Courts', *Journal of African Business Law* [2020] (6) (3) 101-124.
- Pavlou PA, 'Consumer Acceptance of Electronic Commerce: Integrating Trust and Risk with the Technology Acceptance Model', *International Journal of Electronic Commerce* [2003] (7) (3) 101-134.
- Rhodes-Vivour A, 'Arbitration in Africa: Challenges and Opportunities', *Arbitration International* [2020] (36) (4) 567-589.
- Roberts F, 'The Role of the Judiciary in Arbitration Development in Nigeria', *Journal of Sustainable Development Law and Policy* [2021] (12) (1) 89-112.
- Schmitz AJ, 'Blockchain and Arbitration: A New Era for Dispute Resolution', *Journal of Dispute Resolution* [2022] (1) 45-67.

Smedinghoff TJ, 'Electronic Signatures and Records: Legal Issues and Best Practices', *Business Law Today* [2008] (17) (4) 14-20.

Sorieul R, 'The New UN Convention on Electronic Communications', *Uniform Law Review* [2008] (13) (1-2) 275-290.

Venkatesh V and Davis FD, 'A Theoretical Extension of the Technology Acceptance Model: Four Longitudinal Field Studies', *Management Science* [2000] (46) (2) 186-204.

Magazines/Reports/Bulletins

African Development Bank, 'Nigeria: Digital Economy Diagnostic Report' (2022).

Cybersecurity Alliance, 'Nigeria Cybersecurity Outlook 2024' (2024).

Digital Nigeria, 'National Digital Literacy Framework 2023' (2023).

Energy Commission of Nigeria, 'Energy Access Report 2023' (2023).

International Telecommunication Union, 'Measuring Digital Development: Facts and Figures 2023' (ITU Publications, 2023).

National Information Technology Development Agency, 'E-Governance Awareness Report 2023' (2023).

Nigerian Communications Commission, 'Internet Penetration Report 2024' (2024).

Perera G, 'The Five Main Causes of Conflict in Distributed Teams and How to Manage Them', Chartered Management Institute (CMI) (22 May, 2021).

Poverty Reduction Network, 'Digital Access and Poverty in Nigeria' (2022).

UNESCO, 'Digital Skills Development in Nigeria' (2023).

World Bank, 'Digital Development in Nigeria' (2021).

Internet/Website Contents

African Arbitration Association (AfAA), *FAQs* (2024). Available at:

<https://www.africanarbitrationassociation.org/faqs>, accessed 17 March 2025

African Union, 'Digital Infrastructure Development in Africa' (2023), available at:

<https://au.int/sites/default/files/documents/38507-doc-dts-english.pdf>, accessed 7 July 2025.

BusinessDay, *A Review of the Provisions of the Companies and Allied Matters Act 2020 and the Companies Regulation 2021* (2025), available at: <https://businessday.ng/news/article/a-review-of-the-provisions-of-the-companies-and-allied-matters-act-2020-and-the-companies-regulation-2021/>, accessed 13 March 2025.

Corporate Affairs Commission (CAC), *CAMA 2020 FAQs* (2023), available at: <https://www.cac.gov.ng>, accessed 13 March 2025.

Economic and Financial Crimes Commission (EFCC), *Cybercrime Report 2023* (2024), available at: <https://www.efccnigeria.org>, accessed 08 March, 2025.

Economic Community of West African States (ECOWAS), *Electronic Transactions Framework* (2023), available at: <https://www.ecowas.int/economic-affairs>, accessed 21 March 2025.

International Chamber of Commerce (ICC) Nigeria, *Arbitration Updates* (2023), available at: <https://www.iccnigeria.org>, accessed 13 March 2025.

Lagos Chamber of Commerce and Industry (LCCI), *Arbitration Trends* (2023), available at: <https://www.lagoschamber.com>, accessed 17 March 2025.

Lagos Court of Arbitration (LACIAC), *AMA 2023 Overview* (2024), available at: <https://www.laciac.org>, accessed 13 March 2025.

LawPadi, *Understanding the Nigerian Constitution in 300 Seconds* (2022). Available at: <https://lawpadi.com/understanding-the-nigerian-constitution/>, accessed March 13, 2025.

Legal Naija, *Digital Evidence in Nigerian Courts* (2023), available at: <https://www.legalnaija.com>, accessed March 13, 2025.

National Information Technology Development Agency (NITDA), 'Mandate and Functions,' available at: www.nitda.gov.ng, accessed 18 March 2025.

National Judicial Institute (NJI), *Judicial Training Modules* (2024), available at: <https://www.nji.gov.ng>, accessed March 13, 2025.

Nigerian Communications Commission (NCC), *E-Transactions Bill Update* (2023). Available at: <https://www.ncc.gov.ng>, accessed March 13, 2025.

Nigerian Export Promotion Council (NEPC), *Trade Policy Updates* (2023), available at: <https://www.nepc.gov.ng>, accessed 29 March 2025.

Nigerian Institute of Chartered Arbitrators (NICArb), 'About Us,' available at: www.nicarb.org, accessed March 13, 2025.

Nigerian Law Reform Commission, *Legislative Updates* (2024). Available at: <https://www.nlrc.gov.ng>, accessed 22 March 2025.

Nigerian Law School, *Evidence Law Updates* (2022), available at: <https://www.nigerianlawschool.edu.ng>, accessed March 13, 2025.

Singapore International Arbitration Centre, 'Digital Arbitration Guidelines' (2023). Available at: <https://www.aoshearman.com/en/insights/ao-shearman-on-arbitration/singapore-international-arbitration-centre-releases-new-set-of-rules>, accessed 7 July 2025.

United Nations Commission on International Trade Law (UNCITRAL), *Model Law on Arbitration* (2023), available at: https://uncitral.un.org/en/texts/arbitration/modellaw/commercial_arbitration, accessed 24 March 2025.