

ICCA

INTERNATIONAL COUNCIL FOR COMMERCIAL ARBITRATION

ICCA
PROJECTS

Research Group on
Arbitrator Immunity

HONG KONG

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SURVEY RESPONSES ON ARBITRATOR IMMUNITY – HONG KONG

April 2026

HONG KONG		
I. Definitions	Yes/No/NA	Comments, if any.
<p>I.1.</p> <p>“Arbitrator”</p> <p>For the purpose of this survey, an “arbitrator” is a person appointed by the parties, on behalf of the parties, or by an institution to adjudicate a dispute under an arbitration agreement, either alone or as one member of an arbitral tribunal. When answering the questions in this survey, please include all regulations, standards, or duties that apply to or include arbitrators but not those that apply solely to mediators.</p>	<p>Yes</p>	<p>This definition aligns with the understanding of “arbitrator” under Hong Kong law, particularly the Arbitration Ordinance (Cap. 609) (“Ordinance”). The Ordinance generally applies to both domestic and international arbitrations in Hong Kong, and the definition is broad enough to encompass sole arbitrators and members of arbitral tribunals. The Ordinance can be found in full here: https://www.elegislation.gov.hk/hk/cap609.</p>
<p>I.2.</p> <p>“Legislation”</p> <p>For the purpose of this survey, “legislation” includes laws in force and any draft bills or legislative initiatives that are currently at an advanced stage, including for example if the proposal is before a legislative body for vote or approval. It is helpful to signal the content and status of any such legislative initiatives in this survey, so that readers can also be aware of changes that may be forthcoming.</p>	<p>Yes</p>	<p>This definition is acceptable for the purposes of this survey.</p>

II. General		Yes/No/NA	Comments, if any.
II.1.	<p>What standards or duties (including ethical standards or duties) apply to arbitrators in your jurisdiction? Please briefly describe these standards or duties and cite to their legislative, regulatory, jurisprudential, or other basis.</p> <p>[Examples of such standards or duties may include:</p> <ul style="list-style-type: none"> - Duty to disclose potential conflicts of interest. - Duty of impartiality. - Duty of care/competence. - Duty to respect and maintain the confidentiality of the arbitration. - Duty to conduct the proceeding in an appropriate/fair/judicious manner. 	Yes	<p>Disclosure of Conflicts of Interest: Arbitrators in Hong Kong have a duty to disclose any potential conflicts of interest. This duty arises from the common law principles of natural justice, as well as from institutional rules commonly adopted in Hong Kong arbitrations (<i>see, e.g.</i>, Article 11 of the HKIAC Administered Arbitration Rules). Failure to disclose can be grounds for challenging an arbitrator’s appointment or the resulting award.</p> <p>Impartiality: Arbitrators must be and remain impartial throughout the arbitration. This is a fundamental requirement under Hong Kong law and international best practices. Section 25 of the Ordinance (mirroring Article 12 of the UNCITRAL Model Law) allows a party to challenge an arbitrator’s impartiality.</p> <p>Duty of Care/Competence: While not explicitly codified in the Ordinance, arbitrators are generally expected to exercise reasonable care and competence in conducting the arbitration. A breach of this duty could potentially lead to liability, though this remains a complex and evolving area of law. This duty is also referenced in the HKIAC’s Code of Ethical Conduct for arbitrators.</p> <p>Confidentiality: Confidentiality is a key aspect of arbitration in Hong Kong. Section 18 of the Ordinance imposes a duty of confidentiality and prevents disclosure of information related to the arbitration without the parties’ consent or a court order.</p> <p>Duty to conduct the proceeding in an appropriate/fair/judicious manner: The duty to act fairly is also implied in section 46 of the Ordinance (mirroring Article 18 of the UNCITRAL Model Law) that the arbitral tribunal shall adopt procedures suitable to the circumstances of the particular arbitration to ensure the fair and efficient conduct of the arbitration (<i>see, e.g.</i>, Article 13.5 of the HKIAC Administered Arbitration Rules), so as to avoid unnecessary delay and provide a fair means for resolving the dispute.</p>

<p>II.2.</p>	<p>In cases of potential arbitrator misconduct of a civil (as opposed to criminal) nature, what remedies or disciplinary measures are available in your jurisdiction <i>vis-à-vis</i> the arbitrator?</p> <p>Please provide citations to any relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>Yes</p>	<p>Challenge to Appointment: One of the primary remedies is to challenge the arbitrator’s appointment under section 25 of the Ordinance (mirroring Article 12 of the UNCITRAL Model Law) if justifiable doubts exist as to his/her impartiality. This can be done during the arbitration or after the award is issued. The challenge must be filed within 15 days of the challenging party becoming aware of the tribunal’s constitution or of the circumstances giving rise to justifiable doubts as to the arbitrator’s impartiality.</p> <p>Setting Aside the Award: If the misconduct is discovered after the award is issued, a party can apply to the Court of First Instance to set aside the award under section 81 of the Ordinance (mirroring Article 34 of the UNCITRAL Model Law). Grounds for setting aside include arbitrator bias, breach of natural justice, or the award being contrary to public policy.</p> <p>Liability for Damages (Uncommon): It is very rare for an arbitrator to be held liable for damages in Hong Kong. Courts have historically held that arbitrators are generally immune from civil liability in judicial proceedings, absent fraud or bad faith. <i>See, e.g., Edward Mayers v Brian Dlugash</i> [1994] 1 HKLR 442, 453 (at lines 42-44: stating that arbitrators are generally immune from judicial proceedings for negligence).</p> <p>Rather, parties’ recourse is limited to the challenge and set-aside procedures set out in the Ordinance. For example, in <i>Fenn Kar Bak Lily v So Shiu Tsung Thomas</i> [2021] HKDC 719, the Hong Kong District Court rejected claimants’ allegations that the arbitrator in their case had acted dishonestly or in bad faith as lacking any factual basis. The court, however, noted that even if claimants’ allegations had merit, claimants’ appropriate recourse would be to challenge the arbitrator pursuant to section 26 of the Ordinance (Article 13 of the UNCITRAL Model Law), rather than bringing a civil action seeking damages and to restrain the arbitrator from continuing to act, as claimants did there. <i>See</i> paragraph [73] of the judgment.</p> <p>Courts have stated that “[t]he purpose and rationale for such immunity is the protection of the discretionary and independent decision-making process of the arbitrator who performs a judicial function. It is also in line with the public policy and the Court’s interest in encouraging private dispute arbitration and to protect the autonomy of the arbitral process.” <i>Song Lihua (宋丽华) v Lee Chee Hon</i> [2023] HKCFI 1954 at [31]. In <i>Song</i>, the Court of First Instance accordingly held that an arbitrator could not be compelled to give evidence in a proceeding seeking to set aside his award, because requiring him to explain and justify the manner in which he exercised his decision-making powers and discretion would defeat the purpose of such immunity and autonomy.</p>
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II.3.	Is there anything in the <u>legislation</u> of your jurisdiction recognizing a general principle of arbitrator liability and/or a principle that could provide a basis for an arbitrator to be subject to suit or found liable personally for breaches of any of the duties/standards described above?	No	<p>Section 104 of the Ordinance provides that an arbitrator should be found liable for his or her acts or omissions (or an act or omission of their employee or agent) only where there is a showing of dishonesty.</p> <p>The Ordinance does not explicitly codify a general principle of arbitrator liability. The Ordinance focuses more on ensuring arbitrator impartiality and providing mechanisms for challenging or setting aside awards rather than creating avenues for direct suits against arbitrators.</p>
II.4.	Is there anything in the <u>jurisprudence/ other secondary sources of law</u> of your jurisdiction recognizing a general principle of arbitrator liability and/or a principle that could provide a basis for an arbitrator to be subject to suit or found liable personally for breaches of any of the duties/standards described above?	Yes	<p>Article 46 of the 2024 Arbitration Rules of Hong Kong International Arbitration Centre (“2024 HKIAC Rules”) follows section 104 of the Ordinance and provides that an arbitral tribunal shall not be liable for any act or omission in connection with an arbitration conducted under the 2024 HKIAC Rules, save where such act was done or omitted to be done dishonestly.</p> <p>As a general principle, Hong Kong courts have held that an arbitrator will only be held liable if there is evidence that he or she has acted fraudulently or in bad faith. <i>See</i> the cases described in II.2 above.</p>
II.5.	Is there anything in the <u>jurisprudence/ other secondary sources of law</u> of your jurisdiction that could provide a basis for an arbitrator generally to be subject to suit or found liable personally for acts or omissions in relation to an arbitration?	Yes	<p><i>See</i> response to II.4 above.</p>
II.6.	If your answer to question II.3, II.4 or II.5 is yes, is there a corresponding statute of limitations or similar time-limit in your jurisdiction for the initiation of a claim against an arbitrator?	No	<p>Hong Kong courts have yet to address this question. If a claim against an arbitrator were to proceed, the relevant time limits would be determined by the Limitation Ordinance (Cap. 347), which sets out the limitation periods that apply to civil actions in court. The specific time limit would depend on the nature of the legal claim. For contract and tort claims, the statute of limitations is generally six years from the date the cause of action accrued.</p>

II.7.	If your answer to question II.3, II.4 or II.5 is yes, is there anything in the <u>legislation or jurisprudence/other secondary sources of law</u> of your jurisdiction that addresses the possibility of joint liability among the members of the tribunal, either <i>vis-à-vis</i> the parties or among themselves?	No	As noted in II.3 and II.4 above, while the Ordinance and court decisions suggest that an arbitral tribunal will be held liable in cases of dishonesty, neither the Ordinance nor Hong Kong courts have yet addressed the question of joint liability among the members of the tribunal.
III. Limitations of Liability		Yes/No/NA	Comments, if any.
III.1.	Is there a general principle of arbitrator immunity (<i>i.e.</i> , whereby an arbitrator is immune from civil liability for his or her activities undertaken as arbitrator) in your jurisdiction? If yes, is this immunity less than, equivalent to, or greater than the immunity, if any, afforded to judges or members of the judiciary? Please provide citations to any relevant legislation, regulations, jurisprudence, or other secondary sources of law.	Yes	General Principle of Immunity: While not explicitly stated in legislation, a principle of arbitrator immunity is likely to be implied under Hong Kong law. It was established in the case of <i>Song Lihua (宋丽华) v Lee Chee Hon</i> [2023] HKCFI 1954 at [31] that arbitrators are entitled to judicial immunity for their decision-making process, meaning they are immune from lawsuits and cannot be compelled to testify about their decisions, unless there is evidence of fraud or bad faith. This is to protect the integrity of the arbitral process and encourage individuals to serve as arbitrators without fear of undue liability. Extent of Immunity: It is likely to be equivalent to the immunity afforded to judges (as provided by Article 85 of the Basic Law), provided that there is an absence of fraud or bad faith. <i>See Song Lihua (宋丽华) v Lee Chee Hon</i> [2023] HKCFI 1954.
III.2.	Is there anything in the <u>legislation</u> of your jurisdiction that otherwise limits an arbitrator’s personal civil liability?	No	There are no provisions in the Ordinance or any other applicable regulations that purport to limit an arbitrator’s personal civil liability.
III.3.	Is there anything in the <u>jurisprudence/other secondary sources of law</u> of your jurisdiction that otherwise limits an arbitrator’s personal civil liability?	No	Hong Kong jurisprudence and other secondary sources offer little guidance on this issue.

<p>III.4.</p>	<p>If your answer to question III.1, III.2, or III.3 is yes, are there any exceptions to that immunity or limitation of liability?</p> <p>For example, is there any exception to an arbitrator’s immunity from suit or limitation of liability where the arbitrator’s alleged misconduct involves fraud, bad faith, negligence, or intentional wrongdoing (to the extent these concepts are recognized in your jurisdiction’s legal framework)?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>Yes</p>	<p>Exceptions to Immunity: Arbitrator immunity is not absolute. It is likely that Hong Kong courts would recognize exceptions for:</p> <p>Fraud or Bad Faith: Immunity would likely be lost if the arbitrator acted fraudulently or in bad faith: see <i>Song Lihua (宋丽华) v Lee Chee Hon</i> [2023] HKCFI 1954 at [31].</p> <p>Gross Negligence: Gross negligence (a high degree of carelessness) could potentially also negate immunity: see Erica Li, ‘The Case Against Unlimited Arbitral Immunity’, in Romesh Weeramantry and John Choong (eds), <i>Asian Dispute Review</i> (Volume 27, 2005), pp. 82 – 90</p> <p>Intentional Wrongdoing: Intentional misconduct would almost certainly remove the protection of immunity: see Erica Li, ‘The Case Against Unlimited Arbitral Immunity’, in Romesh Weeramantry and John Choong (eds), <i>Asian Dispute Review</i> (Volume 27, 2005), pp. 82 – 90</p> <p>These exceptions are based on the principle that immunity should not protect those who act with malice or reckless disregard for their duties.</p>
<p>III.5.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of limitation of liability clauses found in arbitral institution rules?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant limitation of liability language and its source (<i>i.e.</i>, UNCITRAL Arbitration Rules 2010, American Arbitration Association Commercial Arbitration Rules, etc.). 	<p>No</p>	<p>There is no known jurisprudence in Hong Kong that specifically addresses the effectiveness of limitation of liability clauses in arbitral institution rules.</p>

	<ul style="list-style-type: none"> – A summary of the court’s findings as to the effectiveness of the limitation of liability clause in limiting or excluding an arbitrator’s liability. 		
III.6.	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of limitation of liability clauses or indemnity clauses (<i>i.e.</i>, clauses by which the parties to the arbitration agree to cover any losses or damages suffered by the arbitrators in a potential suit, or to otherwise hold the arbitrators harmless) found in an arbitration’s procedural materials – <i>i.e.</i>, Terms of Reference, Terms of Appointment, Procedural Order No. 1, etc.?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The limitation of liability or indemnity language found in the relevant procedural material (if available). – A summary of the court’s findings as to the effectiveness of the limitation of liability or indemnity clause in limiting or excluding an arbitrator’s liability. 	No	Similar to III.5, there are no known cases nor other secondary sources of law in Hong Kong that discuss the effectiveness of limitation of liability or indemnity clauses in procedural materials.

<p>III.7.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of a clause limiting the arbitrators' liability found in the parties' arbitration agreement?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant limitation of liability language in the parties' arbitration agreement. – A summary of the court's findings as to the effectiveness of the limitation of liability clause in limiting or excluding an arbitrator's liability. 	<p>No</p>	<p>There is no known jurisprudence nor other secondary sources of law in Hong Kong that specifically addresses the effectiveness of limitation of liability clauses in the parties' arbitration agreement.</p>
<p>III.8.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the <i>source</i> of the limitation of liability or indemnity language (<i>i.e.</i>, institutional rules v. procedural order v. terms of reference v. arbitration agreement) was relevant to the court's finding?</p> <p>If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.</p>	<p>N/A</p>	<p>Since answers to III.5, III.6, III.7 is "No", this question is not applicable.</p>

<p>III.9.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the particular language used in the relevant limitation of liability or indemnity clause was relevant to the court's finding?</p> <p>If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.</p>	<p>N/A</p>	<p>Since answers to III.5, III.6, III.7 is "No", this question is not applicable.</p>
<p>III.10.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the moment in the arbitration when the relevant limitation of liability or indemnity clause was agreed to was relevant to the court's finding, <i>i.e.</i>, whether it was agreed to <i>ex ante</i> (in advance of the relevant arbitration proceeding having been initiated) or after the arbitration was commenced?</p> <p>If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.</p>	<p>N/A</p>	<p>Since answers to III.5, III.6, III.7 is "No", this question is not applicable.</p>

<p>III.11.</p>	<p>To the extent there is any principle of arbitrator immunity or limitation of liability recognized in your jurisdiction (<i>i.e.</i>, if your answer to question III.1, III.2, or III.3 is yes), does that immunity or limitation of liability apply in proceedings in which a party is requesting interim relief (interim injunction, conservatory or similar temporary measures), as distinct from final relief (including damages), from an arbitrator?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>Yes</p>	<p>This scenario has not been tested, but case law suggests it is likely that immunity is to be extended to interim proceedings, given that the concept of arbitrator immunity seeks to protect the independence and autonomy of arbitrators in their decision-making. <i>See Song Lihua (宋丽华) v Lee Chee Hon</i> [2023] HKCFI 1954.</p>
<p>III.12.</p>	<p>To the extent there is any principle of arbitrator immunity or limitation of liability recognized in your jurisdiction, (<i>i.e.</i>, if your answer to question III.1, III.2, or III.3 is yes), does that immunity or limitation of liability permit an arbitrator to refuse to serve as a witness or provide documents when subpoenaed, or otherwise compelled, by a judicial authority (for example, in enforcement proceedings)?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>Yes</p>	<p>Arbitrator immunity extends to refusing to act as witness or provide documents when subpoenaed. <i>See Song Lihua (宋丽华) v Lee Chee Hon</i> [2023] HKCFI 1954.</p>

III.13.	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether a limitation of liability clause found in arbitral institution rules, procedural materials, or the parties' arbitration agreement operates to permit an arbitrator to refuse to serve as a witness or provide documents when subpoenaed, or otherwise compelled, by a judicial authority?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source.</p>	No	<p>There are no known cases nor other secondary sources of law in Hong Kong that discuss the effectiveness of limitation of liability or indemnity clauses in procedural materials to permit an arbitrator to refuse to serve as a witness.</p>
III.14.	<p>To the extent an arbitrator is permitted to be called upon to act as a witness in your jurisdiction but is otherwise bound by confidentiality obligations related to the underlying arbitration, is there any guidance (found in jurisprudence or elsewhere) as to how the arbitrator should proceed?</p>	No	<p>Hong Kong jurisprudence does not explicitly provide guidance on how an arbitrator should proceed when called upon to act as a witness.</p>
IV. Effectiveness of Professional Indemnity Insurance		Yes/No/NA	Comments, if any.
IV.1.	<p>Does the legal framework in your jurisdiction mandate professional indemnity insurance coverage for arbitrators?</p>	No	<p>There is no requirement for professional indemnity insurance coverage for arbitrators in Hong Kong.</p>
IV.2.	<p>Is there any <u>legislation or jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether acting as an arbitrator counts as an act constituting the practice of law?</p>	No	<p>There is no legislation on whether acting as an arbitrator constitutes a practice of law in Hong Kong.</p>

<p>IV.3.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether the professional indemnity insurance policy of a law firm or barrister's chambers covers activities undertaken by a member of that firm/chambers as arbitrator where the arbitrator has been appointed in an individual capacity (<i>i.e.</i>, rather than as a representative of the firm/chambers)?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant language of the professional indemnity insurance policy of the arbitrator's law firm or barrister's chambers (if available). – A summary of the court's finding as to the scope of that policy's coverage <i>vis-à-vis</i> the arbitrator's activities as an arbitrator. 	<p>No</p>	<p>This is largely dependent on the scope of coverage of the professional indemnity insurance policy. As a general rule, it should be covered, but this depends on the context.</p>
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<p>IV.4.</p>	<p>If your answer to question IV.3 is no, is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether the professional indemnity insurance policy of a law firm or barrister's chambers covers activities undertaken by an employee or partner of that firm/chambers as a board member of an external organization (<i>i.e.</i>, a corporation, charity, etc.)?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant language of the professional indemnity insurance policy of the member's law firm or barrister's chambers (if available). – A summary of the court's finding as to the scope of that policy's coverage <i>vis-à-vis</i> the member's activities as a board member. 	<p>No</p>	<p>Same as comment for IV.3.</p>
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<p>IV.5.</p>	<p>Assuming that there is coverage of the types envisioned in questions IV.3 and IV.4, is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether that coverage extends to breaches of cybersecurity and data privacy laws?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The nature of the alleged cybersecurity/privacy breach. – The relevant language of the professional indemnity insurance policy (if available). – A summary of the court’s finding as to the scope of that policy’s coverage <i>vis-à-vis</i> the alleged cybersecurity/privacy breach. 	<p>N/A</p>	<p>No known jurisprudence and secondary sources of law.</p>
<p>IV.6.</p>	<p>Assuming that there is coverage of the type envisioned in question IV.3, please provide sample language from commonly used insurance policies that were found by those courts or secondary sources to cover work undertaken independently as an arbitrator.</p>	<p>N/A</p>	<p>No known jurisprudence.</p>

IV.7.	Are there any other issues that, in your view, a prospective arbitrator should be aware of in ensuring that their work as an arbitrator in your jurisdiction is covered by their law firm's or chamber's professional indemnity insurance policy?	Yes	Arbitrators should ensure that their insurance policy cover any action undertaken as arbitrator.
V. Involvement of Arbitral Institutions		Yes/No/NA	Comments, if any.
V.1.	Is there any <u>jurisprudence</u> in your jurisdiction where an arbitral institution has been sued alongside an arbitrator?	No	<p>No known jurisprudence where an arbitral institution has been sued alongside an arbitrator.</p> <p>Section 105 of the Ordinance provides that a person who appoints an arbitral tribunal or performs “any other function of an administrative nature” in arbitration proceedings (<i>e.g.</i>, arbitral institutions) is not liable for acts or omissions in the performance of their function unless there is a showing of dishonesty.</p> <p>The Court of First Instance has explained that the purpose of Section 105 “is to bar the kind of lawsuits where a party unhappy with an outcome or a state of affairs, finds an act or alleges an omission by the arbitral body, and seeks to claim against the body for that outcome or state of affairs as allegedly a consequence of that act or omission.” <i>Arjowiggins HKK2 Ltd v Shandong Chenming Paper Holdings Ltd</i> [2021] HKCFI 1877 at [38]. Section 105, however, does not bar all claims against an arbitral body and therefore does not prohibit a garnishee application against the HKIAC (which sum was undisputed by HKIAC in <i>Arjowiggins</i>).</p>
V.2.	Is there any <u>jurisprudence</u> in your jurisdiction where an arbitrator has been sued and then an arbitral institution subsequently intervened in the proceeding?	No	There has been no known jurisprudence on such issues.

V.3.	<p>If your answer to question V.1 or V.2 is yes, in your experience, or to the extent this information is publicly available, did the arbitrator and arbitral institution defend the suit jointly, or did the arbitrator defend the suit on his/her own behalf, separate from any defense mounted by the institution?</p> <p>If the suit(s) was/were defended jointly, in your experience or, to the extent this information is publicly available, did the institution pay for the arbitrator’s counsel fees?</p>	N/A	Because responses in V.1 and V.2 are “No”, this is not applicable.
V.4.	<p>If your answer to question V.1 or V.2 is yes, in your experience, or to the extent this information is publicly available, did the suit result in a settlement?</p>	N/A	Because responses in V.1 and V.2 are “No”, this is not applicable.
VI. Procedural Issues			
VI.1.	<p>Is there any <u>jurisprudence</u> in your jurisdiction where an arbitrator and/or arbitral institution was sued by a party, and the arbitrator or arbitral institution objected on the grounds of improper forum or venue?</p> <p>If yes, please provide a brief description of case(s), limited to one paragraph per case, including:</p> <ul style="list-style-type: none"> – The parties. – The type of misconduct alleged. 	No	No known jurisprudence.

	<ul style="list-style-type: none"> – The nature and basis of the arbitrator’s or arbitral institution’s objection to venue. – The outcome of the objection (<i>i.e.</i>, whether the case proceeded to be heard or was dismissed for improper forum or venue) and the court’s reasoning for the same. 		
VI.2.	<p>Is there any <u>legislation</u> or <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the potential consequences if a suit against an arbitrator is unsuccessful?</p> <p>For example, if a suit against an arbitrator is unsuccessful, what remedies would be available to the arbitrator? Moreover, would any sanctions be applicable to the unsuccessful party who brought the suit if it is found that the suit was frivolous?</p>	Yes	<p>Consequences that unsuccessful parties may face in civil cases may also apply to suits against arbitrators, such as:</p> <p>Cost recovery: The arbitrator can seek recovery of legal costs. For example, in <i>Fenn Kar Bak Lily v So Shiu Tsung Thomas</i> [2021] HKDC 1401 (Costs Decision), the District Court awarded indemnity costs to the arbitrator after dismissing proceedings in which claimants alleged that the arbitrator had acted dishonestly or in bad faith, which the court found to be “demonstrably unmeritorious” and “devoid of factual basis,” “amount[ing] to an abuse of process.” <i>See</i> paragraph [8] of the judgment.</p> <p>Sanctions of the unsuccessful party: May be applicable to cases that involve frivolous claims.</p>
VI.3.	<p>While this survey generally focuses on the civil liability of arbitrators, if there is any relevant information from your jurisdiction related to claims for criminal liability brought against arbitrators, please include such information.</p>	No	<p>We have no knowledge of any claim for criminal liability.</p>
VI.4.	<p>Is there any other information about your jurisdiction not already provided in your responses to the questions in this survey that is relevant to understanding and explaining arbitrator liability in your jurisdiction?</p>	No	<p>There is no additional information that needs to be provided.</p>

ICCA RESEARCH GROUP ON ARBITRATOR IMMUNITY

Goals

The primary goal of the Arbitrator Immunity Research Group is to study questions of arbitrator liability and immunity, and to raise practitioners' and arbitrators' awareness of the current legal landscape. The project's goals include investigating the limits of arbitrator immunity, evaluating the effectiveness of language limiting arbitrator liability in procedural orders and institutional rules, and examining the impact and limitations of professional indemnity insurance.

Methodology

To understand the current global landscape of arbitrator immunity, the Research Group designed a detailed survey and selected sample jurisdictions for inclusion. The Research Group compiled a list of survey respondents for each jurisdiction by seeking recommendations for responsive, high-quality contributors who had previously participated in ICCA research projects, as well as recommendations from arbitral institutions and colleagues in the international arbitration community. After receiving the completed surveys, the research team collaborated with the respondents in two rounds of edits to improve clarity, understanding, and formatting.

Citations to this Research

Researchers and authors using this data should use the following citations to refer to this research:

- General citation to the project website: 'ICCA Research Group on Arbitrator Immunity' (Kate Brown de Vejar, Victoria Shannon Sahani, and Damien Nyer, eds., 2026), <https://www.arbitration-icca.org/research-group-arbitrator-immunity>
- Citation to the individual survey response: 'Survey Responses on Arbitrator Immunity for Hong Kong', in ICCA Research Group on Arbitrator Immunity (Kate Brown de Vejar, Victoria Shannon Sahani, and Damien Nyer, eds., 2026), <https://www.arbitration-icca.org/research-group-arbitrator-immunity>

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