



Arbitrators & AI

Rules, risks and maritime arbitration

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HKMAG Seminar 2026 · 22 October 2026 · The Legal Hub, Central

ADVICE | ADVOCACY | ARBITRATION

Awards that “look AI-written”

AI CHALLENGES ARE HERE – *ARIA HQ v Santé Québec [2026] QCCS*
1360, 22 April 2026

- Arbitration claim for a C\$1,225,000 for remuneration owed by a Quebec health authority to a clinic
- Half-day hearing in July 2025, led to Award in August 2025, granted preliminary dismissal on 90-day time-bar grounds
- Application to set-aside due to strong indicia of generative AI use; all legal authorities and articles were “hallucinated” (non-existent), Arbitrator evidence was he wrote genuine decision but then asked AI to add supportive authorities – back to front approach
- Public policy ground and failure to follow procedure ground
- Sheehan J concluded Arbitrator had breached confidentiality and wrongfully delegated decision-making authority, analogy with law clerks – may use to assist but not delegate
- Order for parties to appoint new arbitrator within 60 days

What arbitrators might use AI for

01

Summarising / analysing evidence

Laytime and demurrage, SoFs, email chains, document and data analysis

02

Translation

Non-English language fixture recaps, certificates, emails, WeChats and WhatsApps

03

Hearing transcription

Zoom / Teams hearing: audio and auto transcript generation – always with party consent

04

Legal research

Case law, articles, testing the parties' submissions
BUT – duty to invite further submissions if intend to use

05

Drafting support

Checking advanced draft for structure, typos, checklists, internal consistency, grammar, style

Practical risks

- 1 Hallucination** Invented cases, citations and “facts”: Courts often seeing these *Cork v Smith* [2026] EWHC 1199 (Ch)
2,000+ such cases so far! *damiencharlotin.com*
- 2 Invented arguments** AI could resolve the case on points no party ran - a fair-hearing problem
ultra petita
- 3 Bias and anchoring** “Affirmational authority bias and cognitive inertia” CI Arb §2.4: the draft quietly becomes the decision
- 4 Confidentiality** Freight rates, sanctions screening, club correspondence: public tools may keep and reuse inputs “even with a paid subscription” (LMAA)
- 5 “Black box” approach** AI produces a binary result vs need for reasoned result

Legal risks

HONG KONG, ENGLAND AND THE NEW YORK CONVENTION

01

Fair hearing

Each party must be able to present its case and meet the material the tribunal relies on.

AO s.46 (ML Art 18)(equality)

AO s.47 (ML Art 19)(procedure)

AO s.81 (ML Art 34)(cannot present case, non agreed procedure)

AA 1996 s.33, s.68

02

Confidentiality

Uploading pleadings, evidence or a draft award to a public tool risks a breach.

AO s.18

PDPO (Cap 486)

AO: Arbitration Ordinance (Cap. 609) Hong Kong

ML: UNCITRAL Model Law(within AO)

AA: Arbitration Act 1996 (amended 2025) England & Wales

HONG KONG, ENGLAND AND THE NEW YORK CONVENTION

03

Duty not to delegate

The parties chose arbitrator, not a tool, implied in every system and explicit in soft law instruments

AO s.64(ML Art 28(4))(decide per contract)

AO s.65 (ML Article 29)(majority)

CIArb Guidelines §8

UNCITRAL Code Art 6(c)

CMAC Rules Art 58(1)

HKIAC Guidelines on Secretary §3.2

ICC 2021 Note §233

Silicon Valley AMC Guidelines 2024 §6

AO: Arbitration Ordinance (Cap. 609) Hong Kong

ML: UNCITRAL Model Law(within AO)

AA: Arbitration Act 1996 (amended 2025) England & Wales

Analogy: copy-and-paste awards

DJP v DJO [2025] SGCA(1) 2

- The Award reproduced large parts of Awards from parallel arbitrations chaired by the same Presiding Arbitrator
- The Singapore CoA upheld SICC setting aside on three grounds:
 - Apparent bias: prejudgment, anchoring and confirmation bias
 - Extraneous material the parties had no chance to address
 - Co-arbitrators not on an equal footing with President
- The whole Award fell; partial setting aside was refused
- Note that "bias" not limited to favouring one side

THE LESSON FOR AI

Replace "parallel award" with "AI draft" and the reasoning transfers almost word for word

The rulebook in 2026

SOFT LAW - WHAT GUIDELINES SAY TO ARBITRATORS

CIArb Guideline 2025, updated Sept 2025	LMAA Guidelines 2025	CIETAC Guidelines Provisional, in force 18 Jul 2025	HKIAC Hong Kong
▪ Power to give directions ▪ No AI for legal analysis or applying law to facts (§8.2) ▪ Verify; you own the award (§8.3–8.4) ▪ Consult the parties; if they object, don't (§9.1)	▪ No delegating decisions, to a person or an AI tool ▪ AI “not currently reliable for research or analysis” ▪ Disclosure “not necessary as a general rule” BUT may need to warn parties if take account of new AI generated matter	▪ No delegating decision-making to AI ▪ Tribunal writes the reasoning itself ▪ Settle AI use with the parties in procedural orders	▪ No dedicated AI guideline yet, on the way ▪ Uses AI itself, eg case digest ▪ Opportunity for Hong Kong

Do I tell the parties? *LMAA: generally no. CIArb: consult them, and stop if they object.*

Legal remedies

HONG KONG, ENGLAND AND THE NEW YORK CONVENTION

01

Removal of arbitrator

AO ss.27 (ML Art 14)(removal)

AA 1996 s.24 (removal)

P v Q [2017] EWHC 194
(Comm)(failed application to
remove for delegation to Tribunal
Secretary)

ARIA HQ v Santé Québec [2026]
QCCS 1360

02

Award set aside

AO s.81 (Model Law Art 18)

AA 1996 s.68

DJP v DJO [2025] SGCA(I) 2

03

Refusal of enforcement

New York Convention Article V(1)b),
(d), V(2)(b)

AO s.81 (ML Art 34)(cannot present
case, non agreed procedure)

AA 1996 s.24

Practical tools you can use now

CIARB GUIDELINE · APPENDICES A & B

APPENDIX A

Agreement on the use of AI

Stand-alone, or in the arbitration clause of a charterparty, CoA or bill of lading

- Permitted tools and permitted uses
- Disclose intended use, tool and version
- Verify outputs; nothing misleading or fabricated
- Redact or anonymise confidential inputs
- Tribunal: disclose in advance, verify, never delegate

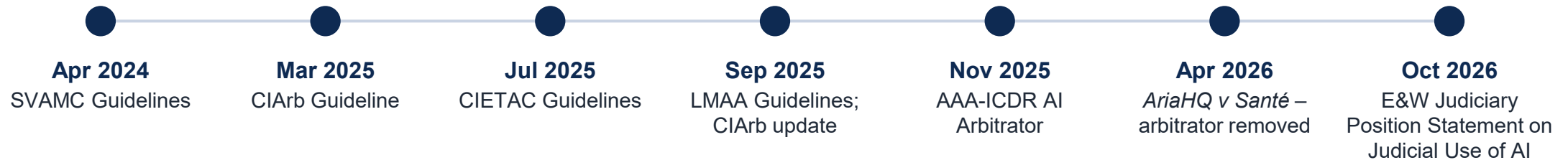
APPENDIX B

Procedural order on AI

For PO1 or the first case management conference

- Short form: one line, “be guided by the Ciarb AI Guideline”
- Long form: defines “High Risk AI Use”
- Parties disclose high-risk use and the AI-drafted passages
- Tribunal gives notice before its own high-risk use
- 14 days for the parties to object

Trend time line



AI arbitrators

AAA-ICDR's opt-in AI Arbitrator drafts the outcome; a human arbitrator reviews and confirms it. A documents-only demurrage claim next?

Regulation

EU AI Act: AI used by a tribunal to decide is "high-risk", with obligations now from 2 Dec 2027.

Hong Kong's opportunity

No AI-specific rule yet. HKIAC is working on guidance

Five tips

TAKEAWAYS

- 01 Keep the pen**
AI can assist; you decide and you write the reasons
- 02 Verify everything**
Every citation, fact and translation, checked against the record
- 03 Guard confidentiality**
No case material in public tools; use vetted, closed tools and anonymise
- 04 Raise AI at the first CMC**
Agree the rules and record them in a procedural order
- 05 Put it in the contract**
An AI clause alongside the arbitration clause



Thank you

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A D V I C E | A D V O C A C Y | A R B I T R A T I O N

