



BE RWANDA WISE · DOING BUSINESS IN RWANDA

The guide for foreign and Rwandan investors

Chapter 9 of 11

Arbitration & Disputes

Commercial disputes in Rwanda are decided by a specialised Commercial Court and Commercial High Court in Kigali, by arbitration under Law N° 005/2008 of 14/02/2008, most often at the Kigali International Arbitration Centre (KIAC), or settled through court-annexed mediation, which the judiciary actively promotes. Foreign awards are enforceable under the New York Convention, foreign judgments need exequatur, and investors with treaty protection can reach international arbitration against the State. This chapter sets out the forums, procedures, time limits, costs and enforcement routes as they stand at 10 October 2026.

Reviewed 10 October 2026. Prepared by a commercial lawyer with over 30 years' international experience. Legal and tax information, not legal advice. Rates, thresholds and procedures change: confirm anything important with the relevant authority or an advocate registered with the Rwanda Bar Association before you act. Laws are published in Kinyarwanda, English and French in the Official Gazette; check the official text before relying on a translation.

Read online, with live updates, links and Rwandabot: <https://bewiseapps.com/doing-business-in-rwanda/arbitration-and-disputes/>

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Legal and tax information, not legal advice. Rates, thresholds and procedures change: confirm anything important with the relevant authority or an advocate registered with the Rwanda Bar Association before you act. Laws are published in Kinyarwanda, English and French in the Official Gazette; check the official text before relying on a translation.

Arbitration & Disputes

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AT A GLANCE

Governing law

- [Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts, as amended by Law N° 041/2024 of 19/04/2024](#)
- [Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, as amended by Law N° 025/2021 of 12/05/2021 and Law N° 007/2023 of 22/01/2024](#)
- [Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters](#)
- [Law N° 51/2010 of 10/01/2010 establishing the Kigali International Arbitration Centre, and Ministerial Order No 16/012 of 15/05/2012 determining arbitration rules of KIAC](#)
- [Instructions N° 001/2019 of 05/12/2019 of the President of the Supreme Court governing court mediation in civil, commercial, labour and administrative cases](#)
- [Convention on the Recognition and Enforcement of Foreign Arbitral Awards \(New York, 1958\): Rwanda acceded on 31 October 2008, in force 29 January 2009](#)
- [Law N° 006/2021 of 05/02/2021 on Investment Promotion and Facilitation \(Article 13, investor-State disputes\)](#)

Who you will deal with

- The Judiciary: the Supreme Court, the Court of Appeal, the High Court, the Commercial High Court and the Commercial Court (both seated in Kigali with national jurisdiction), 12 Intermediate Courts and 41 Primary Courts, with electronic filing on the Integrated Electronic Case Management System (IECMS)
- Ministry of Justice (MINIJUST): court and bailiff fees, the enforcement system and e-auctions, and the national Alternative Dispute Resolution Policy and Strategic Plan 2025-2030
- Kigali International Arbitration Centre (KIAC): administers arbitration under the 2012 KIAC Rules and may use mediation, conciliation and other alternative dispute resolution under Articles 4 and 17 of Law N° 51/2010; the only institution Government officials may name in an international arbitration clause under Article 14 of Instructions No 612/08.11
- Abunzi Committees at Cell and Sector level: compulsory first-tier mediation of small civil disputes between individuals, from which companies are excluded
- Rwanda Development Board (RDB): facilitates amicable settlement of disputes between registered investors and State organs (Article 16 of the Investment Code)
- Professional and non-professional bailiffs, the Rwanda Bar Association and regulatory appeal bodies such as the Commissioner General of the Rwanda Revenue Authority (RRA) and the Independent Review Panel for public procurement

Key figures

Commercial claims in the Primary Courts	Up to RWF 5,000,000; small-claims procedure available, not appealable
Statutory time to decide a case	Six months from referral to the court
Filing fee	RWF 20,000 (Commercial Court); RWF 40,000 (Commercial High Court); RWF 50,000 (Court of Appeal)
Ordinary appeal period	One month from knowledge of the judgment
Challenge to a Rwandan award	30 days, Commercial High Court, no appeal
KIAC registration fee (2012 Rules)	USD 250; administrative expenses capped at USD 23,000
New York Convention in force for Rwanda	29 January 2009, no reservations
Bailiff fee on compulsory recovery	5% of the debt, minimum RWF 300,000, maximum RWF 15,000,000

What changed in 2024–26

- Law N° 007/2023 of 22/01/2024, published on 8 March 2024, reformed valuation and auction notices in the enforcement of judgments and repealed the sanctions in Article 184 of Law No 22/2018 for late payment of judgments by public bodies.
- Instructions No 002/2024 of 31/10/2024 of the President of the Supreme Court allow virtual hearings in all courts and all matters, with the court president deciding a request within 48 hours.
- In April 2025 the e-auction module of IECMS was upgraded and non-professional bailiffs trained on it, and KIAC was reported to have launched an online case management system.
- Law N° 011/2026 of 26/02/2026 relating to competition and consumer protection, in force from 4 March 2026, created an Independent Appeal Committee for competition decisions.
- Ministerial Instructions N° 001/INSTR/MOJ/AG/26 of 07/05/2026 route the proceeds of enforcement through a dedicated account at Bank of Kigali: the bailiff requests disbursement within five days of payment, a Ministry of Justice team checks the request, and the bank pays within 48 hours of the instruction it receives from the President of the professional bailiffs' association.
- An ICSID claim against Rwanda over a gold refinery, Goetz and Aldabra v Rwanda (ARB/24/48), registered on 1 November 2024, was suspended at Rwanda's request until 26 May 2026.

Who this applies to. The courts, the procedure law and the arbitration law apply to foreign and Rwandan parties on the same terms, and Article 14 of Law N° 30/2018 lets Rwandan courts hear claims against foreigners who agreed to be sued in Rwanda, whose contract was made or performed in Rwanda, whose assets are attached in Rwanda or who are co-defendants with a Rwandan resident. The differences are practical. Submissions to Rwandan courts must be in Ikinyarwanda, which matters most to foreign parties; foreign advocates may practise only on reciprocity, with the Bar President's authorisation, or as a regional integration agreement

provides; a defendant abroad is given two months' notice of summons rather than eight working days; and a foreign investor may hold treaty rights to international arbitration that a Rwandan investor does not. Nationals and companies of East African Community (EAC) and COMESA states may also use the East African Court of Justice and the COMESA Court of Justice in the cases their treaties allow.

Where commercial disputes are decided

Rwanda has a unified court system with specialised commercial courts. Under Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts, commercial claims of up to RWF 5,000,000 go to the **41 Primary Courts**, and every other commercial, financial and fiscal case, from contract and banking disputes to insolvency, intellectual property, competition, public tenders and tax, goes at first instance to the **Commercial Court**, with appeal to the **Commercial High Court**. Both sit in Kigali and have jurisdiction over the whole country. Above them are the Court of Appeal, which hears second appeals only on listed grounds, and the Supreme Court, which reviews final judgments vitiated by injustice. The courts will hear foreign parties in the cases listed in Article 14, have declined to give effect to an exclusive foreign-court clause where its convenience was not shown, and send to arbitration any dispute covered by a valid arbitration agreement. The structure, the choice between court and arbitration, and the language rule are in [The court system and choice of forum](#).

How a commercial case runs

Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, as amended in 2021 and 2024, sets a procedure designed for speed: electronic filing through IECMS, a compulsory pre-trial conference before the registrar at which the parties are offered conciliation, at most two adjournments at a party's request, fines for delaying tactics, and a rule that every case must be decided within six months of referral. The filing fee deposit is RWF 20,000 in the Commercial Court. Urgent interim orders are made within 48 hours of the hearing in summary proceedings, a creditor can freeze the debtor's land at the land registry, and holders of unpaid cheques, bills and commercial debts can have a bailiff seize assets subject to confirmation in court within 48 hours. Claims of up to RWF 5,000,000 may use a small-claims procedure with no pre-trial conference and no appeal. The steps, fees and time limits, and what the court-sanctioned conciliation does, are in [Commercial litigation step by step](#).

Arbitration in Kigali and KIAC

Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters follows the UNCITRAL Model Law closely, including its 2006 provisions on interim measures. An arbitration agreement must be in writing, and an email exchange qualifies; the default tribunal has three arbitrators of any nationality; and, if the parties do not agree a seat, the arbitration takes place in Rwanda. An award made in Rwanda can be set aside only on the Model Law grounds, with the public-policy ground phrased as conflict with the public security of Rwanda, on an application to the Commercial High Court within 30 days whose ruling is not open to appeal. The Kigali International Arbitration Centre (KIAC), established by Law N° 51/2010, administers cases under the KIAC Rules of

2012, which provide for scrutiny of draft awards, an emergency arbitrator and confidentiality. Government officials may not agree ad hoc arbitration or any international arbitration clause other than one referring to KIAC. The law, the Rules, costs and the case law are in [Arbitration law and KIAC](#).

Foreign awards and foreign judgments

Rwanda acceded to the New York Convention on 31 October 2008, in force from 29 January 2009, and Law N° 005/2008 recognises awards irrespective of the country in which they were made, on production of the award and the arbitration agreement, refusing them only on the Convention's grounds. An award is an enforcement order under Law No 22/2018 and, once it bears the enforcement formula, is executed by a bailiff like a judgment. How to choose between a Kigali and a foreign seat, the recognition procedure and the open questions are in [Foreign arbitration and enforcing awards](#). A foreign court judgment, by contrast, needs exequatur from the Commercial High Court (commercial cases) or the High Court (civil cases), which checks public order, finality under the law of the country of origin, authenticity and the rights of defence. Execution of judgments and awards runs through a 30-day voluntary phase, then seizure, valuation and electronic auction, with proceeds paid since May 2026 through a dedicated account; judgments against public bodies must be paid within six months. These are in [Enforcing judgments and foreign judgments](#).

Mediation, conciliation and Abunzi

Rwanda's courts settle a large share of cases without a judgment. Instructions N° 001/2019 of the President of the Supreme Court allow mediation at filing or at the pre-trial conference by the registrar, a judge-mediator or an accredited private mediator, whose mediation may not exceed one month; the settlement becomes a court order bearing the enforcement formula. A conciliation settlement under Law N° 005/2008 is binding and enforceable, and out-of-court mediated agreements are enforcement orders. Abunzi Committees mediate small civil disputes between individuals, but disputes involving companies with legal personality cannot be referred to them. Rwanda signed the Singapore Convention on Mediation on 28 January 2020 but has not ratified it. These routes are in [Mediation, conciliation and Abunzi](#).

Disputes with the State and regulators

Article 13 of Law N° 006/2021 of 05/02/2021 on Investment Promotion and Facilitation sends a dispute between a registered investor and a State organ to amicable settlement, facilitated by RDB, then to the arbitration or procedure agreed in writing, and otherwise to the competent court; it is not a standing consent to international arbitration. Treaty protection comes from Rwanda's bilateral investment treaties in force, with Germany, the Belgium-Luxembourg Economic Union, the United States, Korea, the United Arab Emirates and Singapore, and from the ICSID Convention, to which Rwanda has been party since 14 November 1979; Rwanda won the Bay View Group award in March 2022. These are in [Investor-State disputes and treaty protection](#). Most disputes with the State are regulatory: tax assessments go first to the RRA Commissioner General, procurement decisions to the procuring entity and the Independent Review Panel within seven days, competition decisions to the new Independent Appeal Committee, and other administrative decisions to the superior authority before the courts. These routes are in [Regulatory, tax and public-law disputes](#).

How to use this chapter

Read the chapter in the order a dispute unfolds. When drafting a contract, start with [The court system and choice of forum and Arbitration law and KIAC](#) to choose between the Commercial Court, KIAC and a foreign seat, and with [Foreign arbitration and enforcing awards](#) if the counterparty's assets are in Rwanda. When a dispute arises, [Mediation, conciliation and Abunzi](#) explains the settlement routes the courts will press on the parties, [Commercial litigation step by step](#) the court timetable and interim relief, and [Enforcing judgments and foreign judgments](#) the collection of what is won. Disputes with the Government or a regulator belong in [Investor-State disputes and treaty protection](#) and [Regulatory, tax and public-law disputes](#). Contract drafting more generally is covered in [Commercial contracts in Rwanda](#).

Each section ends with the Be Rwanda Wise FAQs on the subject, the official sources and a question you can put to Rwandabot, the AI legal-information chatbot, about your own facts. The guide states the law at 10 October 2026. Several points are moving: a review of Law N° 005/2008 and of the 2012 KIAC Rules has been reported as expected before 2027, the Ministry of Justice's Strategic Plan 2025-2030 includes an Alternative Dispute Resolution law, draft laws to ratify the Singapore Convention and to amend the court jurisdiction law were reviewed in 2024/25, and KIAC's current fee tables could not be checked against its website. Check the position again before relying on it in 2027, and take advice from a Rwandan advocate on any specific dispute.

OFFICIAL SOURCES

- RwandaLII (Official Gazette n° Special of 02/06/2018): Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts — <https://rwandalii.org/akn/rw/act/law/2018/30/eng@2018-06-02/source.pdf>
- RwandaLII (Official Gazette n° Special of 29/04/2018): Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure — <https://rwandalii.org/akn/rw/act/law/2018/22/eng@2018-04-29/source.pdf>
- Ministry of Justice: Official Gazette n° Special Bis of 19/04/2024 (Law N° 041/2024 amending Law N° 30/2018) — <https://www.minijust.gov.rw/index.php?eID=dumpFile&t=f&f=96771&token=e8402d8c7aa9ed9bf75cb7c0cd8bfb643a8aa70e>
- Judiciary of Rwanda: courts structure — <https://www.judiciary.gov.rw/courts-structure>
- RwandaLII: Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters — <https://rwandalii.org/akn/rw/act/law/2008/5/eng@2008-03-06>
- Rwanda Law Portal (amategeko.gov.rw): Rwanda Law Reports and Instructions No 002/2024 on virtual hearings — <https://www.amategeko.gov.rw>
- Judiciary of Rwanda: hearing cases and electronic filing — <https://www.judiciary.gov.rw/hearing-cases>
- Judiciary of Rwanda: alternatives to trial — <https://www.judiciary.gov.rw/alternatives-to-trial>
- Ministry of Justice: bailiffs trained on IECMS for execution of enforcement orders (April 2025) — <https://www.minijust.gov.rw/news-detail/60-non-professional-bailiffs-trained-on-iecms-to-enhance-execution-of-enforcement-orders>
- RwandaLII: Law N° 51/2010 of 10/01/2010 establishing the Kigali International Arbitration Centre — <https://rwandalii.org/akn/rw/act/law/2010/51/eng@2011-02-28>
- RwandaLII (Official Gazette n° 22 bis of 28/05/2012): Ministerial Order No 16/012 of 15/05/2012 determining arbitration rules of KIAC — <https://rwandalii.org/akn/rw/act/mo/2012/16/eng@2012-05-28>
- Kigali International Arbitration Centre: rules, fees and model clause — <https://www.kiac.org.rw>
- UNCITRAL: status of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) — https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards/status2
- Ministry of Justice: National ADR Policy and ADR Strategic Plan 2025-2030 — <https://www.minijust.gov.rw>
- UNCITRAL: status of the United Nations Convention on International Settlement Agreements Resulting from Mediation (Singapore, 2019) — https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements/status
- Kigali International Arbitration Centre (KIAC) — <https://kiac.org.rw>
- Integrated Electronic Case Management System (IECMS) — <https://iecms.gov.rw>
- Official Gazette n° 04 bis of 08/02/2021: Law N° 006/2021 of 05/02/2021 on Investment Promotion and Facilitation (copy hosted by the Capital Market Authority) — https://cma.rw/fileadmin/user_upload/Investment-code-2021.pdf
- UNCTAD Investment Policy Hub: international investment agreements of Rwanda — <https://investmentpolicy.unctad.org/international-investment-agreements/countries/176/rwanda>
- ICSID: Goetz and Aldabra v Rwanda (ARB/24/48), case details and procedural history — <https://icsid.worldbank.org/cases/case-database/case-detail?CaseNo=ARB/24/48>
- ICSID: Convention on the Settlement of Investment Disputes between States and Nationals of Other States — <https://icsid.worldbank.org/sites/default/files/ICSID%20Convention%20English.pdf>
- East African Court of Justice: jurisdiction under the EAC Treaty — https://www.eacj.org/?page_id=33
- amategeko.gov.rw: Ministerial Instructions No 612/08.11 of 16/04/2014 on Government contracts — <https://amategeko.gov.rw>
- Rwanda Revenue Authority: Law N° 020/2023 of 31/03/2023 on tax procedures — https://www.rra.gov.rw/fileadmin/user_upload/NEW_TAX_PROCEDURES_LAW_2023.pdf

- RICA: Official Gazette n° Special of 04/03/2026, Law N° 011/2026 of 26/02/2026 relating to competition and consumer protection — <https://rica.gov.rw/default-7e8652fad5/laws>
- Kigali International Financial Centre: legal framework in Rwanda — <https://kifc.rw/legal-framework-in-rwanda/>
- Rwanda Utilities Regulatory Authority (RURA) — <https://www.rura.rw>

The court system and choice of forum: Law N° 30/2018 on court jurisdiction, the RWF 5 million commercial limit of the Primary Courts, the Commercial Court and Commercial High Court in Kigali, appeals and review for injustice, suing foreign parties, foreign-court clauses, the Ikinyarwanda rule, and choosing between the courts and arbitration

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WHAT YOU NEED TO KNOW

- Under Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts, commercial claims of up to RWF 5,000,000 go to the Primary Courts (Article 27), all other commercial, financial and fiscal cases go to the Commercial Court (Article 81), and appeals go to the Commercial High Court (Article 82); both commercial courts sit in Kigali with jurisdiction over the whole country (Article 92).
- A judgment of the Commercial High Court at first instance is appealed to the Court of Appeal, but a second appeal is admissible only on the grounds listed in Article 52, such as lack of jurisdiction, reliance on a repealed law or damages of at least RWF 75,000,000, and only with the Chief Registrar's approval; judgments of the Court of Appeal are not appealable.
- A final judgment can be reviewed for injustice on a reasoned application filed within 30 days of notification with the president of the court immediately above the court of last instance (the President of the Supreme Court for judgments of the Court of Appeal), on grounds of corruption, blatant disregard of the law or evidence, or impossibility of execution, and the applicant is entitled to an answer within three months (Articles 53 to 58 of Law N° 30/2018).
- Rwandan courts may hear claims against foreigners who agreed to be tried in Rwanda, whose contract was concluded or performed in Rwanda, whose assets in Rwanda are seized or subject to interim measures, or who are co-defendants with a person domiciled in Rwanda (Article 14); in *Great Lakes Cement v Damco Tanzania* (12 June 2015) the Supreme Court declined to give effect to an exclusive London jurisdiction clause.
- Under Article 69 of Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure the language of the court is Ikinyarwanda and submissions must be filed in Ikinyarwanda, claims are filed electronically (Article 20), and a court must refer a dispute covered by a valid arbitration agreement to arbitration if asked before submissions on the merits (Article 10 of Law N° 005/2008).

The legal framework and the structure of the courts

The jurisdiction of Rwanda's courts is set by **Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts**, published in the Official Gazette n° Special of 02/06/2018. It has been amended once, by Law N° 041/2024 of 19/04/2024, which changed only Article 47 on the High Court's jurisdiction in administrative and refugee matters. Procedure in civil, commercial, labour and administrative cases is governed by Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, as amended by Law N° 025/2021 of 12/05/2021 and Law N° 007/2023 of 22/01/2024 (Commercial litigation step by step). The Gazette texts are trilingual, in Kinyarwanda, English and French, and it is worth comparing the versions where the English text is unclear.

The Judiciary describes a pyramid of ordinary courts. At the base are **41 Primary Courts**; above them **12 Intermediate Courts**, which also house specialised chambers for labour, administrative and family matters; then the **High Court**, with chambers at Musanze, Nyanza, Rwamagana and Rusizi and a specialised chamber; then the **Court of Appeal** and, at the apex, the **Supreme Court**. Alongside this hierarchy sit two specialised commercial courts, the **Commercial Court** and the **Commercial High Court**, and the military courts. With the Court of Appeal in place, the Supreme Court does not hear ordinary commercial appeals: its role in business cases is to review final judgments vitiated by injustice.

Every business that may litigate in Rwanda meets two other institutions first. The court registrar checks admissibility and runs the compulsory pre-trial conference, and the Integrated Electronic Case Management System (IECMS, iecms.gov.rw) carries claims, submissions, summonses and judgments. Small civil disputes between individuals go first to the Abunzi mediation committees, but Article 11 of Law No 37/2016 of 08/09/2016 on the Abunzi Committee provides that disputes involving the State or companies with legal personality may in no way be referred to them, so a company's commercial claims start in the courts or in arbitration (Mediation, conciliation and Abunzi).

Which court hears a commercial claim

The first question is the amount. Article 27(4) of Law N° 30/2018 gives the **Primary Courts** all commercial matters involving amounts of not more than **RWF 5,000,000**. In those cases the claimant may opt for the small-claims procedure of Articles 196 to 211 of Law No 22/2018, with a fee deposit of RWF 10,000, procedural fees capped at 5% of the claim and no appeal. The Primary Courts also hear civil disputes between individuals and non-governmental entities worth up to RWF 20,000,000 (Article 27(1)), so the distinction between a commercial and a civil claim decides which ceiling applies.

Above RWF 5,000,000, Article 81 gives the **Commercial Court** first-instance jurisdiction over all commercial, financial and fiscal cases and related matters. The list is wide: disputes arising from commercial contracts or activities between individuals or business entities; negotiable instruments; contracts between individuals and financial institutions; liquidation, dissolution and recovery of businesses in difficulty and bankruptcy; insurance, except accident compensation claimed by third parties; taxes and duties, including East African Community customs cases; transport of persons and goods; disputes among the directors, auditors, liquidators and administrators of registered companies; intellectual property, including trade marks and trade names; registration and deregistration in

commercial registers; appointment and dismissal of auditors; competition and consumer protection; business issues in cooperatives; administrative contracts on business and financial affairs between public organs and the private sector; and cases related to public tenders.

The **Commercial High Court** hears appeals from the Commercial Court (Article 82, last paragraph) and has three first-instance functions that matter to foreign investors: it hears applications to execute in Rwanda decisions and judgments of foreign courts in commercial, financial and fiscal cases, and foreign authentic deeds; and it examines the legality of awards rendered by arbitrators, with no appeal from its judgment on that question (Article 82, paragraphs 4 and 5). Article 92 seats both commercial courts in the City of Kigali with jurisdiction over the entire national territory. Some older guides list Commercial Court branches outside Kigali; the law as it stands provides for a single Commercial Court in Kigali, and remote participation is available through virtual hearings.

Disputes that look commercial may belong elsewhere. Individual and collective employment disputes go to the labour chamber of the Intermediate Court (Article 35; [Workplace rules, unions and labour disputes](#)). Civil cases outside the jurisdiction of other courts go to the Intermediate Court at first instance (Article 31). Challenges to administrative decisions follow the administrative route, with the High Court annulling acts of the President, Ministers and other authorities under Article 47 as amended in 2024 ([Regulatory, tax and public-law disputes](#)).

Rwandan courts in business disputes: who hears what (October 2026)

Court	Business jurisdiction	Appeal or review	Filing fee deposit
Primary Court (41)	Commercial claims up to RWF 5,000,000; civil claims up to RWF 20,000,000; optional small-claims procedure	Intermediate Court; small-claims judgments not appealable	RWF 10,000
Intermediate Court (12)	Residual civil cases; labour and administrative chambers; appeals from Primary Courts	High Court	RWF 20,000
Commercial Court (Kigali, national)	All commercial, financial and fiscal cases above RWF 5,000,000, including tax, insolvency, IP, competition, public tenders	Commercial High Court, within one month	RWF 20,000
Commercial High Court (Kigali, national)	Appeals from the Commercial Court; exequatur of foreign commercial judgments and deeds; legality of arbitral awards	Court of Appeal for first-instance cases; award rulings final	RWF 40,000
High Court	Civil appeals from Intermediate Courts; exequatur of foreign civil judgments; annulment of acts of high authorities	Court of Appeal	RWF 40,000
Court of Appeal	First appeals from the High Court and Commercial High Court; second appeals only on Article 52 grounds	None; Supreme Court review for injustice only	RWF 50,000
Supreme Court	Review of final judgments vitiated by injustice (Articles 53 to 58)	None	No deposit

Appeals, second appeals and review for injustice

An ordinary appeal must be lodged within **one month** from the day the party learns of the judgment, and a party present when the hearing closed is treated as informed of the pronouncement (Article 148 of Law No 22/2018). The appeal suspends execution unless the court ordered provisional execution (Article 159). A commercial case decided by the Commercial Court therefore usually ends in the Commercial High Court. Where the Commercial High Court decided at first instance, for example on the exequatur of a foreign judgment, the appeal lies to the Court of Appeal (Article 52 of Law N° 30/2018).

A **second appeal** to the Court of Appeal against a judgment the High Court or Commercial High Court gave on appeal is admissible only if the case falls within one of the grounds in Article 52: an impact on national security; penalties not provided by law; a decision based on a non-existent or repealed law or given by a court lacking jurisdiction; reliance on evidence or submissions produced after the hearing closed without reopening; a bench without the required number of judges; pronouncement by a judge who did not hear the case; a hearing held in private without an in-camera order; or an award of damages of at least **RWF 75,000,000**, or a dispute of that value determined by an expert where it was not fixed earlier. The appeal is not admissible where the appellant lost in both courts for the same reasons. It needs the approval of the Chief Registrar of the Court of Appeal, and a refusal may be challenged before the President of the Court of Appeal within five days. Judgments of the Court of Appeal are not appealable.

Beyond appeals lies **review for injustice** under Articles 53 to 58. The Supreme Court reviews final judgments vitiated by injustice, on the approval of its President, who may instead assign the review to another higher court. The grounds are limited (Article 55): unequivocal evidence of corruption, favouritism or nepotism that affected the judgment and was unknown to the losing party; blatant disregard of legal provisions or evidence; or a judgment that cannot be executed as decided. A party that let ordinary remedies lapse cannot use the route, except where the Inspectorate-General of Courts identified the injustice. The reasoned application is filed within **30 days** of notification of the judgment, and the applicant is entitled to a response within three months (Articles 56 and 57). A party files it with the president of the court immediately above the court that decided the case at last instance, who informs the President of the Supreme Court if injustice is found; an application against a judgment of the Court of Appeal goes directly to the President of the Supreme Court, whose decision on it is final (Articles 58 and 59). Applications may be made by the Office of the Ombudsman at a party's request, by the president of a court that identified injustice, by a party dissatisfied with a judgment of the Court of Appeal, and by the Inspector General of Courts (Article 54). A judgment reviewed for injustice cannot be appealed again.

Counsel is optional in the lower courts, where a company may appear through its legal representative or a person it has mandated in writing, but no party may appear before the Court of Appeal or the Supreme Court without the assistance of an advocate (Article 85 of Law No 22/2018). Advocates from foreign Bar Associations may practise where their national law provides for reciprocity, subject to international agreements and with the authorisation of the President of the Rwanda Bar Association, and advocates from states that have concluded a regional integration agreement with Rwanda may practise as that agreement provides (Article 7 of Law N°83/2013 of 11/09/2013 establishing the Bar Association in Rwanda).

Suing and being sued as a foreign party

The ordinary rule is that the court of the defendant's domicile, residence or elected domicile has jurisdiction (Article 13 of Law N° 30/2018). **Article 14** extends the reach of Rwandan courts over foreign nationals, including foreign companies, where: they agreed to be tried in Rwanda; the contract on which the claim is based was concluded, executed or must be executed in Rwanda; the case concerns a succession opened in Rwanda; the claim seeks to validate or lift a seizure made in Rwanda or any other interim or conservatory measure; the claim is connected with a case already pending in Rwanda; execution is sought in Rwanda of foreign judgments or authentic instruments; the case concerns a bankruptcy opened in Rwanda caused by dishonest management; or one of several defendants is domiciled or resident in Rwanda. In *KCB Bank Uganda v Kiiza and Louise* (Supreme Court, 19 January 2018) the Supreme Court applied Article 14 to contracts made abroad.

A foreign defendant is given more time. A summons served on a person with no known domicile or residence in Rwanda but a known address abroad lasts **two months**, and three months where no address is known; a person resident abroad but served in person in Rwanda must appear within the ordinary eight working days (Article 49 of Law No 22/2018). Electronic service runs from the day the court sends the summons. A Rwandan judgment against a defendant with no assets in Rwanda will need recognition abroad. For a foreign investor operating through a Rwandan subsidiary, the subsidiary is a Rwandan company and is sued in Rwanda like any other ([Choosing a business vehicle](#)).

Foreign-court clauses and governing law

No Rwandan statute sets out the effect of a clause giving exclusive jurisdiction to a foreign court, and the Supreme Court has treated such clauses with caution. In **Great Lakes Cement v Damco Tanzania** (Supreme Court, RCOMA0162/12/CS, 12 June 2015) an exclusive London jurisdiction clause was not given effect: the parties had not shown that the London court was competent and convenient, given the costs and the value of the claim. A foreign-court clause should therefore be assumed not to stop a Rwandan counterparty from suing in Rwanda, and a foreign judgment obtained under it will in any event need exequatur in Rwanda before it can be enforced against Rwandan assets, a procedure the Commercial High Court applies by checking public order, finality, authenticity and the rights of defence ([Enforcing judgments and foreign judgments](#)).

Practitioner commentary confirms that commercial parties may choose the governing law of their contract, subject to public policy and mandatory Rwandan rules on matters such as land, employment, tax, currency, competition and consumer protection ([Commercial contracts in Rwanda](#)). Before an arbitral tribunal the position is statutory: the tribunal applies the rules of law chosen by the parties and, failing a choice, Rwandan law and the international conventions ratified by Rwanda (Article 40 of Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters).

Language, electronic filing and virtual hearings

Article 69 of Law No 22/2018 provides that **the language of the court is Ikiyarwanda**. The court may conduct the hearing in another official language of Rwanda, English or French, and a party may plead in another language it understands well if it brings its own interpreter at its own expense, but "in any case, the submissions to be filed to the court are in Ikiyarwanda". A foreign party should therefore budget

for certified translation of its claim, defence and key documents, and should expect the judgment in Ikinyarwanda. Whether a court will in practice accept English submissions is a matter for the court, and the statute should be followed.

Claims are filed by the claimant, its counsel or its representative **through an approved electronic means**; paper filing needs the written approval of the court's chief registrar, and the paper filer must upload the submissions once the electronic problem ends (Article 20). Instructions No 002/2024 of 31/10/2024 of the President of the Supreme Court governing virtual hearings, published on 31 October 2024, allow virtual hearings in all courts and all matters; the court president decides a request within 48 hours, which lets a foreign party's witnesses and officers take part without travelling. Hearings are public unless the court orders an in-camera hearing to protect public order, morals or privacy (Article 70), and unauthorised audio or video recording in court is sanctioned by a fine of RWF 200,000 to RWF 500,000 (Article 71). Commercial confidentiality is therefore an argument for arbitration rather than litigation.

Courts and arbitration: referral, waiver and pre-action steps

Rwandan courts support arbitration agreements. Under **Article 10 of Law N° 005/2008**, a court seized of an action covered by an arbitration agreement must refer the parties to arbitration if a party asks before submitting its statements on the substance, unless the agreement is null and void, inoperative or incapable of being performed; the arbitration may start or continue while the issue is pending. The court registrar must refuse to register a claim where the claimant has not shown that it used the amicable settlement or arbitration specified in the contract, or where the matter has already been resolved by arbitration on the merits (Article 21(18) and (19) of Law No 22/2018), and a refusal can be challenged before the court president within five days (Article 22). In *Cheon Kwang v Government of Rwanda* (Supreme Court, 30 June 2017) a contractual pre-arbitration step was enforced.

The right to arbitrate can be lost. In **Mukeramirimo Construction v Quality Construction** (Court of Appeal, RCOMAA 00107/2022/CA, 25 May 2023) a party that litigated without objecting to the court's jurisdiction was held to have waived the arbitration agreement; the objection must be raised at the start, before any defence on the merits. Courts also act alongside arbitration: Article 11 of Law N° 005/2008 lets a party ask the court for interim measures before or during the arbitration, as the Commercial High Court did in *KZ Noir v Kubwimana* (2014), and the Commercial High Court examines the legality of awards (Arbitration law and KIAC). A claim to compel a public authority to execute an award was held to belong to the Commercial Court in *ERJB v Uwamariya* (14 December 2021).

Choosing the forum

For a contract with a Rwandan counterparty whose assets are in Rwanda, the realistic choice is between the **Commercial Court, arbitration seated in Kigali** (usually at KIAC) and **arbitration seated abroad**. The Commercial Court is cheap to start, with a filing deposit of RWF 20,000, bound by a six-month decision rule and two-adjourning limit, and gives access to fast interim relief; but proceedings are public, submissions must be in Ikinyarwanda, and the losing party usually has an appeal. Kigali arbitration allows English, a chosen tribunal and confidentiality under the KIAC Rules, and the award can be challenged only once, before the Commercial High Court within 30 days, with no further appeal; but the

parties pay the tribunal and KIAC. A foreign seat gives neutrality and a supervisory court the parties know, and the award is enforceable in Rwanda under the New York Convention, but costs are higher and recognition in Rwanda adds a step ([Foreign arbitration and enforcing awards](#)).

Two constraints narrow the choice. A Government counterparty may agree only to KIAC arbitration and not to ad hoc arbitration, under Article 14 of Ministerial Instructions No 612/08.11 of 16/04/2014 on Government contracts (Investment guarantees, treaties and reporting). And an exclusive foreign-court clause offers little protection for the reasons above. For claims below RWF 5,000,000 the Primary Court's small-claims procedure is usually the most economical route. Interim relief before a court and the time a case takes are discussed in [Commercial litigation step by step](#) and in [FAQ 79](#).

DECISION GUIDE

Decision guide: where will this dispute be heard?

Work through the questions for a business claim with a Rwandan connection. Each answer points to the forum or the next question.

Q1 Does the contract contain a written arbitration clause (an email exchange is enough) that is not void or inoperable?

Yes

Arbitration. If sued in court, object before any defence on the merits under Article 10 of Law N° 005/2008, or the right may be waived.

No

Go to the next question.

Q2 Does the contract or a law require negotiation, mediation or another amicable step first?

Yes

Complete and document it; the registrar will refuse a claim without proof under Article 21 of Law No 22/2018.

No

Go to the next question.

Q3 Is the defendant a foreign company with no presence in Rwanda?

Yes

Rwandan courts have jurisdiction only on an Article 14 ground (consent, contract made or performed in Rwanda, seizure, co-defendant); allow two months for summons abroad.

No

The court of the defendant's domicile, subject to the specialised commercial jurisdiction.

Q4 Is the claim commercial and worth RWF 5,000,000 or less?

Yes

Primary Court; consider the small-claims procedure (RWF 10,000 deposit, no appeal).

No

Go to the next question.

Q5 Is it a commercial, financial, fiscal, insolvency, IP, competition or public-tender case?

Yes Commercial Court in Kigali, appeal to the Commercial High Court.

No Intermediate Court (civil) or its labour or administrative chamber, or the High Court for acts of high authorities.

Before you sign or sue: a forum checklist

Points to settle when drafting the dispute clause and again when a claim is about to be filed.

☐ **Name the forum precisely**

Name KIAC and its Rules, or the court, and state the seat, the number of arbitrators and the language; avoid clauses offering a choice between court and arbitration.

☐ **Check the counterparty**

A ministry, public institution or State-owned company may agree only KIAC arbitration under Instructions No 612/08.11; an Abunzi Committee cannot hear a company's dispute.

☐ **Time-limit the amicable step**

Give negotiation or mediation a fixed period, so that the pre-action requirement can be proved and does not block urgent proceedings.

☐ **Plan for Ikinyarwanda**

If the courts may be involved, budget for certified translation of submissions and key exhibits under Article 69 of Law No 22/2018.

☐ **Diarise the short deadlines**

One month to appeal, 30 days to apply for review for injustice, 30 days to challenge a Rwandan award, five days to contest a refusal to register a claim.

WORKED EXAMPLE

Two unpaid invoices and a second-appeal threshold

A Kenyan manufacturer supplies packaging to a Kigali food processor under a contract governed by Rwandan law with no arbitration clause and no foreign-court clause. Two invoices are unpaid. Illustrative figures.

Claim 1: main supply contract

Unpaid RWF 48,000,000 plus contractual interest. Above RWF 5,000,000 and commercial, so the Commercial Court in Kigali (Articles 27(4) and 81 of Law N° 30/2018). Filing deposit RWF 20,000.

Claim 2: separate spare-parts order	Unpaid RWF 4,200,000. Within the Primary Court's commercial limit; the claimant opts for the small-claims procedure. Deposit RWF 10,000; procedural fees capped at $5\% \times \text{RWF } 4,200,000 = \text{RWF } 210,000$; the judgment cannot be appealed (Articles 200, 205 and 211 of Law No 22/2018).
Jurisdiction over the buyer	The buyer is domiciled in Kigali, so Article 13 applies; no Article 14 issue arises. The Kenyan supplier sues through a mandated representative and a Rwandan advocate.
Language	The claim and the key correspondence, written in English, are translated into Ikinyarwanda before filing on IECMS (Article 69).
First instance	The six-month rule of Article 16 runs from referral. The Commercial Court awards RWF 48,000,000 plus interest and costs.
Appeal	The buyer appeals within one month to the Commercial High Court, deposit RWF 40,000; execution is suspended because provisional execution was not ordered (Article 159). The appeal is dismissed.
Second appeal?	The award is RWF 48,000,000, below the RWF 75,000,000 threshold of Article 52(8), and no other Article 52 ground applies; the Chief Registrar of the Court of Appeal refuses to admit a second appeal. The judgment is final and can be enforced (<u>Enforcing judgments and foreign judgments</u>).
Review for injustice	Only on an Article 55 ground, within 30 days of notification; the buyer has none.

Had the claim been for RWF 80,000,000, a second appeal to the Court of Appeal would have been admissible on the damages ground, adding a further appellate stage.

With a KIAC clause, the claims could have been joined in one arbitration in English, with a single 30-day challenge window and no appeal.

Questions investors ask

Which court hears commercial disputes in Rwanda?

Commercial claims up to RWF 5,000,000 go to the Primary Courts. All other commercial, financial and fiscal cases, including contracts, banking, insolvency, IP, competition, public tenders and tax, go to the Commercial Court, with appeal to the Commercial High Court. Both sit in Kigali with nationwide jurisdiction under Articles 81, 82 and 92 of Law N° 30/2018.

Can I file my claim in English in a Rwandan court?

The statute says no. Article 69 of Law No 22/2018 makes Ikinyarwanda the language of the court and requires submissions to be filed in Ikinyarwanda. The court may hold the hearing in English or French and a party may plead in another language with its own interpreter, but written submissions should be translated.

Will a Rwandan court respect an exclusive foreign jurisdiction clause?

Not reliably. In *Great Lakes Cement v Damco Tanzania* (2015) the Supreme Court declined to apply an exclusive London clause because the parties had not shown that the London court was competent and convenient. A foreign judgment also needs exequatur before enforcement in Rwanda. An arbitration clause is the more dependable choice for cross-border contracts.

How many appeals can a commercial case have in Rwanda?

Usually one: from the Commercial Court to the Commercial High Court, within one month. A second appeal to the Court of Appeal is admissible only on the grounds in Article 52 of Law N° 30/2018, such as lack of jurisdiction or damages of at least RWF 75,000,000. A final judgment may then be reviewed for injustice only on narrow grounds.

Can a Rwandan court hear a claim against a foreign company?

Yes, in the cases listed in Article 14 of Law N° 30/2018, including where the company agreed to be tried in Rwanda, the contract was concluded or performed in Rwanda, assets in Rwanda are seized or subject to interim measures, or a co-defendant is domiciled in Rwanda. A summons to a defendant abroad allows two months.

What if my counterparty sues in court despite our arbitration clause?

Ask the court to refer the dispute to arbitration before making any submission on the merits. Article 10 of Law N° 005/2008 requires referral unless the agreement is void, inoperative or incapable of performance. A party that defends on the merits without objecting risks being held to have waived arbitration, as in *Mukeramirimo Construction* (2023).

THE 2027 HORIZON

- A draft law amending Law N° 30/2018 on the jurisdiction of courts was reviewed by the Rwanda Law Reform Commission in 2024/25; no amending law beyond Law N° 041/2024 had been published at 10 October 2026, so check the Official Gazette before relying on the current thresholds and court allocations.
- The Ministry of Justice's Alternative Dispute Resolution Strategic Plan 2025-2030 targets a reduction of the courts' case backlog to 25% by 2029/30, from 59% in 2024/25 on the Plan's figures, which would affect how quickly the six-month rule is met in practice.
- A review of Law N° 005/2008 on arbitration and of the 2012 KIAC Rules has been reported as expected before 2027; any change to the court's role in arbitration, including the non-appealable set-aside ruling, would alter the court-versus-arbitration comparison.
- Use of virtual hearings under Instructions No 002/2024 and of electronic service through IECMS is expanding; watch for practice directions on electronic evidence and filings.

Terms you will meet in the documents

English	Kinyarwanda	French	Meaning
Commercial Court	<i>Urukiko rw'Ubucuruzi</i>	<i>Tribunal de commerce</i>	First-instance court for commercial, financial and fiscal cases above RWF 5,000,000 (Article 81 of Law N° 30/2018).
Commercial High Court	<i>Urukiko Rukuru rw'Ubucuruzi</i>	<i>Haute Cour de commerce</i>	Hears appeals from the Commercial Court, exequatur of foreign commercial judgments and the legality of arbitral awards (Article 82).
Primary Court	<i>Urukiko rw'Ibanze</i>	<i>Tribunal de Base</i>	Lowest ordinary court; hears commercial matters up to RWF 5,000,000 and small claims.
Intermediate Court	<i>Urukiko Rwisumbuye</i>	<i>Tribunal de Grande Instance</i>	Residual first-instance civil court with labour and administrative chambers; hears appeals from Primary Courts.
Court of Appeal	<i>Urukiko rw'Ubujuje</i>	<i>Cour d'Appel</i>	Hears appeals from the High Court and Commercial High Court; second appeals only on Article 52 grounds.
Supreme Court	<i>Urukiko rw'Ikirenga</i>	<i>Cour Suprême</i>	Apex court; reviews final judgments vitiated by injustice.
Review for injustice	<i>Gusubirishamo urubanza ku mpamvu z'akarengane</i>	<i>Recours en révision pour cause d'injustice</i>	Extraordinary review of a final judgment on the grounds in Article 55, applied for within 30 days.
Exequatur	—	<i>Exéquat</i>	The court order that makes a foreign judgment or authentic deed enforceable in Rwanda (Articles 44 and 82).
Language of the court	<i>Ururimi rw'urukiko</i>	<i>Langue d'audience</i>	Ikinyarwanda under Article 69 of Law No 22/2018; submissions must be filed in it.

FOREIGN V RWANDAN INVESTOR

The courts, their jurisdiction and the procedure are the same for foreign and Rwandan parties, and a foreign-owned company incorporated in Rwanda litigates exactly as a Rwandan one does. The differences fall on parties based abroad: Article 14 decides whether they can be sued in Rwanda at all; a summons to a known address abroad allows two months instead of eight working days; submissions must be in Ikinyarwanda, a burden that falls mainly on foreign parties; and foreign advocates may practise only on reciprocity with the Bar President's authorisation, or as a regional integration agreement provides, which in practice favours advocates from East African Community states. Nationals and companies of EAC and COMESA states may also have access to the East African Court of Justice or the COMESA Court of Justice where their treaties allow (Investor-State disputes and treaty protection).

WATCH OUT FOR

- Defending on the merits before raising an arbitration clause: the right to arbitrate can be waived, as in *Mukeramirimo Construction v Quality Construction* (2023).
- Relying on an exclusive foreign-court clause to keep a dispute out of Rwanda; the Supreme Court declined to apply one in 2015.
- Filing without proof that a contractual negotiation or mediation step was used; the registrar must refuse registration under Article 21 of Law No 22/2018.
- English-only submissions: Article 69 requires submissions in Ikinyarwanda.
- Assuming a further appeal is available: a second appeal needs an Article 52 ground, such as damages of at least RWF 75,000,000, and the Chief Registrar's approval.
- Missing the 30-day window for review for injustice, or letting ordinary appeals lapse, which bars the review route.

OFFICIAL SOURCES

- RwandaLII (Official Gazette n° Special of 02/06/2018): Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts — <https://rwandalii.org/akn/rw/act/law/2018/30/eng@2018-06-02/source.pdf>
- RwandaLII (Official Gazette n° Special of 29/04/2018): Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure — <https://rwandalii.org/akn/rw/act/law/2018/22/eng@2018-04-29/source.pdf>
- Ministry of Justice: Official Gazette n° Special Bis of 19/04/2024 (Law N° 041/2024 amending Law N° 30/2018) — <https://www.minijust.gov.rw/index.php?eID=dumpFile&t=f&f=96771&token=e8402d8c7aa9ed9bf75cb7c0cd8bfb643a8aa70e>
- Judiciary of Rwanda: courts structure — <https://www.judiciary.gov.rw/courts-structure>
- RwandaLII: Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters — <https://rwandalii.org/akn/rw/act/law/2008/5/eng@2008-03-06>
- Rwanda Law Portal (amategeko.gov.rw): Rwanda Law Reports and Instructions No 002/2024 on virtual hearings — <https://www.amategeko.gov.rw>

Commercial litigation step by step: Law No 22/2018 on civil, commercial, labour and administrative procedure, electronic filing and the 19 grounds for refusing a claim, court fees, summons periods, the pre-trial conference and conciliation, the six-month rule, costs, appeals, summary and ex parte relief, asset freezes, commercial seizure and the small-claims procedure

Reviewed 10 October 2026 · Prepared by a commercial lawyer with over 30 years' international experience · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, as amended by Law N° 025/2021 of 12/05/2021 and Law N° 007/2023 of 22/01/2024, requires claims to be filed electronically (Article 20) and lists 19 grounds on which the registrar must refuse to register a claim, including unpaid fees, a missing respondent address and an unused contractual amicable-settlement or arbitration step (Article 21).
- Ministerial Order N° 17/MOJ/AG/20 of 30/10/2020 fixes non-refundable court fee deposits of RWF 10,000 in the Primary Court, RWF 20,000 in the Intermediate and Commercial Courts, RWF 40,000 in the High Court and Commercial High Court and RWF 50,000 in the Court of Appeal, refunded by the losing party.
- Every case except a summary case goes through a pre-trial conference before the registrar, who offers conciliation; a conciliation decision is not subject to appeal and carries the enforcement formula (Articles 24 to 29), and any case referred to the court must be decided within six months (Article 16), with at most two adjournments for reasons specific to the parties (Article 17).
- An appeal must be lodged within one month of knowledge of the judgment and suspends execution unless provisional execution was ordered (Articles 148 and 159); delaying tactics are punished by a civil fine of RWF 20,000 to RWF 200,000 for a party and RWF 200,000 to RWF 500,000 for counsel (Article 18).
- Summary-procedure orders are given within 48 hours of the close of the hearing and are provisionally enforceable without security (Articles 186 and 187); a creditor may block the transfer of the debtor's land but must sue within one month (Article 213), and a bailiff may seize assets for unpaid cheques, bills, notes and commercial debts if the creditor sues to confirm within 48 hours (Article 232).
- A claimant may opt for the small-claims procedure for commercial claims of up to RWF 5,000,000, with a RWF 10,000 deposit, no pre-trial conference, a hearing within five working days of the reply deadline, procedural fees capped at 5% and no appeal (Articles 196 to 211).

The procedure law and the courts that apply it

Civil and commercial procedure is governed by **Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure**, published in the Official Gazette n° Special of 29/04/2018. It has been amended twice: by Law N° 025/2021 of 12/05/2021 (Official Gazette n° 18 of 17/05/2021), which reformed seizure, bailiffs and electronic auctions, and by Law N° 007/2023 of 22/01/2024 (Official Gazette n° Special Bis of 08/03/2024), which changed valuation and auction notices and repealed Article 184 on sanctions against public bodies that fail to pay judgments. Court fees are fixed by **Ministerial Order N° 17/MOJ/AG/20 of 30/10/2020** determining court fees in civil, commercial, labour, administrative and criminal matters, published in the Official Gazette n° 34 of 02/11/2020; the body of the Order numbers it 18/MOJ/AG/20, and either reference identifies it.

The procedure is the same in the Primary Courts, the Commercial Court and the Commercial High Court, subject to special rules for small claims, summary proceedings and appeals. Which court hears a claim is explained in [The court system and choice of forum](#). The law's design goals are visible throughout: speed (the six-month rule, the two-adjudgment limit, fines for delay), settlement (the pre-trial conference and conciliation) and digital process (electronic filing and service on the Integrated Electronic Case Management System, IECMS). Court mediation under the Supreme Court's 2019 Instructions runs alongside and is covered in [Mediation, conciliation and Abunzi](#).

Filing the claim and the registrar's check

The claimant, its counsel or its representative files the claim by submitting written submissions **through an approved electronic means**, in practice IECMS; paper filing is allowed only with the written approval of the court's chief registrar, and the submissions must then be uploaded once the technical problem ends (Article 20). The submission instituting proceedings must state (Article 23): the court; the claimant's full identity, including identity card number, address down to village, cell, sector and district, e-mail and telephone, and those of its representatives; the respondent's full identity on the same basis; the subject matter and its value in cash where possible, with a brief description of the reasons; matters concerning admissibility; the nature of the claim; the issues the court is asked to examine; each element of the claim with its evidence and legal basis; a brief statement of the relief sought; and a signature or fingerprint. Submissions must be in Ikinyarwanda (Article 69).

Article 21 lists **19 grounds** on which the court registrar cannot register a claim. For a business claimant the important ones are: failure to deposit the court fee; a claim outside the court's jurisdiction; failure to give the claimant's full identity and address, or the respondent's full identity and address (or a certificate that the respondent refused to provide them); a claim filed out of time or in breach of the procedural modalities; lack of standing, capacity or interest; a matter that must first be heard by an Abunzi Committee; failure to prove that an amicable settlement required by law was attempted and failed; failure to show that the amicable settlement or **arbitration specified in the contract** was used; and a matter already resolved by arbitration on the merits. The registrar's refusal must be reasoned, and a dissatisfied party may appeal in writing to the president of the court within **five days** of notification; the president decides within five days, and that decision is not open to appeal (Article 22).

The court fee is a non-refundable **deposit** paid on filing, recovered from the losing party: RWF 10,000 in the Primary Court, RWF 20,000 in the Intermediate Court and the Commercial Court, RWF 40,000 in the High Court and the Commercial High Court, RWF 50,000 in the Court of Appeal, and nothing in the Supreme Court. Witness costs are RWF 10,000 a day, RWF 20,000 for a witness away from home, and copies cost RWF 500 a page. The State and persons certified as indigent are exempt. The deposit is low by international standards; the real cost of litigation lies in advocates' fees, translation and time.

Summons and the pre-trial conference

Once the claim is registered, the respondent is summoned. The summons period is **eight full working days** from service; two months for a person with no known domicile or residence in Rwanda but a known address abroad; and three months where no address is known. Electronic service runs from the day the court sends the summons. On short notice authorised by the court president in urgent cases, the period is at least three days, or 15 days for a respondent abroad or at an unknown address (Articles 49 and 50).

Every case, except summary proceedings, then goes to a **pre-trial conference** (Article 24). The registrar prepares a draft report setting out the parties, the subject matter, admissibility (fee deposit, jurisdiction, standing and interest, objections raised or foreseeable), the facts not in dispute, the issues, each party's allegations with evidence and legal basis, and points that need clarification or further evidence (Article 25). The draft and documents are sent to the parties, who are invited to attend **within 15 days** of receiving it. A party that fails to attend without valid reason may be fined on the registrar's request under Article 18, without prejudice to damages (Article 26).

At the conference the registrar, in professional attire, goes through the draft with the parties and their counsel, corrects it, and then asks whether they agree to **conciliation** (Article 27). The registrar may conciliate, refer the parties to private mediators, or ask the court president to designate a judge-mediator (Article 28); a party should attend in person or through an attorney with power to settle. If the parties settle, the registrar prepares a **decision of conciliation**, signed by the registrar and the court president, which is not subject to appeal and is immediately given the enforcement formula (Article 29). Partial settlement narrows the trial to the remaining issues (Article 30). Pre-trial settlement is common: the Ministry of Justice's ADR Strategic Plan 2025-2030 reports that, of 12,246 cases resolved by mediation, 1,445 were settled at registrar pre-trials and 950 by judges. If no settlement is reached, the registrar fixes the hearing date and its duration with the parties.

Hearing, time limits and sanctions for delay

Article 16 states that **any case referred to the court must be decided within six months** from the date the claim is referred to the court, and hearing dates are set in order of registration, except for urgent claims. The rule is mandatory wording, not a target, although complex cases may in practice take longer. Adjournment for reasons specific to the parties requires the court's approval for unforeseen and special reasons and **cannot occur more than twice**; after that the case is heard or struck out if no party appears (Article 17).

A party that intentionally delays the hearing or uses remedies as a delaying tactic is liable to a **civil fine of RWF 20,000 to RWF 200,000**; if the delay is caused by counsel or another representative, the fine is **RWF 200,000 to RWF 500,000** and is personal to that person; and the same fine applies to anyone who

obstructs an investigation ordered by the court (Article 18). Hearings are public unless the court orders an in-camera hearing to protect public order, morals or privacy (Article 70), and recording in court without authorisation is sanctioned by a fine of RWF 200,000 to RWF 500,000 (Article 71). Instructions No 002/2024 of 31/10/2024 allow any hearing to be held virtually, and the court president decides a request within 48 hours.

Representation is flexible below the Court of Appeal: a company may appear through its legal representative or any person it mandates in writing, and individuals through an advocate or a relative up to the fourth degree, but no party may appear before the Court of Appeal or the Supreme Court without an advocate (Article 85).

Judgment, costs and appeal

Costs in Rwandan litigation have two parts. The court fee deposit and witness and copy costs are refunded by the losing party. Advocates' fees and other litigation expenses are claimed as **representation fees**, an incidental claim decided at the same time as the principal claim, and admissible even if the principal claim fails (Article 111). Courts award them on evidence and in their discretion: in *Gahiga v Fortis* (Supreme Court, 21 February 2014) the Court fixed an amount in its discretion where the sums claimed were not proven, and in the first-instance judgment in the *Mukeramirimo Construction* case the court awarded RWF 580,000 to each party for procedural and lawyer fees. Awards of this order rarely cover an international party's actual legal spend, which should be priced into the decision to litigate.

An appeal lies within **one month** from the day the party learns of the judgment; a party present at the close of hearings is treated as informed of the pronouncement, and for a respondent of unknown address the period runs from public notification (Article 148). The appeal is filed in the same way as a claim, before the appellate court (Article 149). During the appeal period and while an appeal is pending, **execution is suspended** unless the court ordered provisional execution (Article 159), so a claimant facing an insolvent or evasive debtor should ask for provisional execution in its claim and use the interim remedies below. Second appeals and review for injustice are limited, as explained in [The court system and choice of forum](#). A final judgment, a conciliation decision and a summary order are **enforcement orders** executed by bailiffs once they bear the enforcement formula (Articles 241 and 242; [Enforcing judgments and foreign judgments](#)).

Urgent and protective remedies

Where an interim ruling is needed urgently, a **summary procedure** (référé) claim is filed in the ordinary way before the urgent applications judge of the place where the measure is required (Article 185). The summons period is at least **four working days** from registration, or 15 days if the respondent is neither domiciled nor resident in Rwanda; the hearing is public and adversarial; and the judge's order, which does not prejudge the merits, is delivered within **48 hours** of the close of the hearing (Article 186). The order is provisionally enforceable notwithstanding opposition or appeal and **without security** (Article 187). Opposition lies within five working days and an appeal within three working days, decided within three days, and only once (Article 188).

An **ex parte application** (requête unilatérale) is available for provisional measures and seizure and other very urgent matters that do not require a principal claim and appear uncontroversial (Article 189). The judge examines it, summons the applicant and anyone else who should be heard, and must hear them within two days of filing (Article 190); the order is provisionally enforceable without security unless the judge decides otherwise (Article 191).

Three protective tools are specific to Rwandan law. Under Articles 212 to 214, a creditor whose debt is due and certain, or who fears the debtor is hiding assets, may ask the court through the summary procedure to place the debtor's property under **surety**, or to order a sum equal to the claim to be secured, until final judgment or settlement; property under surety stays with the owner but cannot be sold, lent, donated or given as security, and immovable property is notified to the Registrar of Land Titles. Under Article 213, any creditor may ask the Registrar of Land Titles or the land officer of the sector or district to **block any transfer of the debtor's land**, but the block lapses if the creditor does not sue for payment within **one month**. Under Article 232, the holder of a bill of exchange, a promissory note or an **unpaid cheque**, or a creditor under a commercial transaction, may ask a bailiff to carry out a **commercial seizure** after the bailiff checks the documents, provided the creditor files a claim to confirm the debt within **48 hours** of the seizure. Article 11 of Law N° 005/2008 lets a party to an arbitration seek the same court measures ([Arbitration law](#) and [KIAC](#); [FAQ 79](#)).

The small-claims procedure

Articles 196 to 211 create a fast track for a claim whose main subject matter is worth no more than **RWF 5,000,000**, excluding interest and procedural fees. It applies **only if the claimant opts for it** (Article 197). The Primary Court hears civil claims outside the Abunzi Committees' jurisdiction and commercial cases within the limit (Article 201), claims to recover assets lost through listed offences such as theft, fraud and breach of trust, regardless of any criminal case (Article 202), and claims for payment of **bounced cheques** and other negotiable instruments up to RWF 5,000,000 (Article 203).

The fee deposit is **RWF 10,000** (Article 205) and the procedural fees awarded may not exceed **5% of the claim** (Article 200); no moral damages are awarded (Article 199). The respondent replies within 15 days and may propose a written payment plan for principal, interest and fees; if the claimant accepts, the court issues an order enforcing the plan within 24 hours (Article 206). Otherwise there is no pre-trial conference and the hearing takes place within **five working days** after the reply deadline (Article 207). Parties may plead in person or through anyone with a power of attorney, and a party that uses an advocate bears the cost itself (Article 208). The judge questions the parties, seeks agreement, and records in the judgment an execution plan, deadlines and the order in which the loser's assets will be auctioned if the plan is not respected; execution is due within 30 days unless the parties agree otherwise (Articles 209 and 210). The judgment is **not subject to appeal** (Article 211).

A Commercial Court case from filing to final judgment

1 Pre-action

Complete any negotiation, mediation or other amicable step the contract requires and keep proof; check that no arbitration clause applies; consider a land-transfer block (sue within one month) or commercial seizure (sue within 48 hours).

2 File on IECMS

File submissions in Ikinyarwanda with the Article 23 particulars and evidence, and pay the RWF 20,000 deposit; request provisional execution if needed. A refusal to register can be challenged before the court president within five days.

3 Summons

Eight working days for a respondent in Rwanda, two months for one with a known address abroad; electronic service runs from dispatch.

4 Pre-trial conference

Receive the registrar's draft report and attend within 15 days; correct the issues list; decide whether to conciliate. A conciliation decision is final and enforceable at once.

5 Hearing

Public, in person or virtual; at most two party adjournments; delaying tactics fined. The case must be decided within six months of referral.

6 Judgment and costs

The court decides the claim and the incidental claim for representation fees; the loser refunds the deposit.

7 Appeal

Within one month to the Commercial High Court (deposit RWF 40,000); execution is suspended unless provisional execution was ordered.

8 Enforcement

The final judgment receives the enforcement formula and is executed through a professional bailiff, starting with a 30-day voluntary phase.

Litigation fees and time limits (October 2026)

Item	Rule	Source
Court fee deposit	RWF 10,000 (Primary); RWF 20,000 (Intermediate, Commercial Court); RWF 40,000 (High Court, Commercial High Court); RWF 50,000 (Court of Appeal); none (Supreme Court)	MO N° 17/MOJ/AG/20
Witnesses and copies	RWF 10,000 a day (RWF 20,000 away from home); RWF 500 a page	MO N° 17/MOJ/AG/20
Challenge to refusal to register	5 days to the court president; decision within 5 days, final	Law No 22/2018, Article 22
Summons	8 working days; 2 months (known address abroad); 3 months (unknown address); short notice at least 3 days	Articles 49 and 50

Item	Rule	Source
Pre-trial conference	Attend within 15 days of receiving the draft report	Article 25
Decision of the case	Within 6 months of referral; at most 2 party adjournments	Articles 16 and 17
Delay fines	RWF 20,000 to 200,000 (party); RWF 200,000 to 500,000 (counsel)	Article 18
Appeal	1 month from knowledge of the judgment; suspends execution	Articles 148 and 159
Summary order	Summons 4 working days (15 days abroad); order within 48 hours; enforceable without security; appeal within 3 working days	Articles 186 to 188
Ex parte application	Hearing within 2 days of filing	Article 190
Land-transfer block	Lapses unless suit filed within 1 month	Article 213
Commercial seizure	Confirmation claim within 48 hours	Article 232
Small claims	Up to RWF 5,000,000; deposit RWF 10,000; reply 15 days; hearing within 5 working days; fees capped at 5%; no appeal	Articles 196 to 211

WORKED EXAMPLE

Recovering an unpaid supply debt with a commercial seizure

A Rwandan subsidiary of a Dutch equipment group sold irrigation equipment to a Kigali agribusiness for RWF 30,000,000 and received a cheque that bounced. The contract has no arbitration clause and no negotiation, notice or mediation step before proceedings. Illustrative figures and dates.

Day 0	Cheque returned unpaid. The company sends a written demand and asks a professional bailiff to carry out a commercial seizure of the buyer's equipment and stock on the strength of the unpaid cheque (Article 232).
Day 1	Bailiff seizes stock. The company must file its confirmation claim within 48 hours; it files on IECMS on Day 2 in the Commercial Court (claim above RWF 5,000,000), depositing RWF 20,000.
Day 2	It also asks the land registry to block transfers of the buyer's registered warehouse plot; its claim filed on Day 2 keeps the block alive beyond one month (Article 213).
Day 3	The registrar registers the claim: the deposit is paid, both parties are fully identified and, because the contract sets no amicable step, Article 21(18) raises no obstacle. The buyer is summoned electronically and the eight working days run from dispatch (Article 49).
Week 6	Pre-trial conference. The buyer offers RWF 24,000,000; no settlement.

Month 5	Judgment: RWF 30,000,000 plus contractual interest; representation fees of RWF 1,000,000 awarded on invoices produced; the buyer refunds the RWF 20,000 deposit, two witness days at RWF 10,000 (RWF 20,000) and 80 pages of copies at RWF 500 (RWF 40,000), RWF 80,000 in all.
Month 6	The buyer appeals within one month; because the company asked for provisional execution and the court granted it, execution is not suspended (Article 159). The bailiff's fee for compulsory recovery is $5\% \times \text{RWF } 30,000,000 = \text{RWF } 1,500,000$, within the RWF 300,000 minimum and RWF 15,000,000 maximum, and is charged to the debtor.

Had the contract required a notice or negotiation period before proceedings, the 48-hour deadline to confirm a commercial seizure could not have been met without breaching it, and the registrar could have refused the claim under Article 21(18); a tiered clause should expressly carve out urgent and protective measures.

Had the buyer's cheque been for RWF 4,500,000, the company could have used the small-claims procedure in the Primary Court, with no appeal.

Representation fees are awarded on evidence and in the court's discretion; actual legal costs above the award are not recovered.

Questions investors ask

How long does a commercial case take in Rwanda?

Article 16 of Law No 22/2018 requires any case referred to the court to be decided within six months of referral, and limits party adjournments to two. Complex cases can take longer in practice, and an appeal adds further time; a one-month appeal period runs from knowledge of the judgment and suspends execution unless provisional execution was ordered.

How much does it cost to file a commercial claim in Rwanda?

The court fee deposit under Ministerial Order N° 17/MOJ/AG/20 is RWF 20,000 in the Commercial Court and RWF 40,000 on appeal to the Commercial High Court, refunded by the loser. Advocates' fees, translation into Kinyarwanda and witness costs are additional; the court awards representation fees on evidence, often below actual cost.

Can I freeze a debtor's assets quickly in Rwanda?

Yes. A summary-procedure order is given within 48 hours of the hearing and is enforceable without security. A creditor may block transfers of the debtor's land at the land registry if it sues within one month, and the holder of an unpaid cheque, bill or commercial debt may have a bailiff seize assets if it sues to confirm within 48 hours.

What is the pre-trial conference?

A compulsory meeting before the court registrar, held for every case except summary proceedings, at which the registrar settles the issues and evidence and offers conciliation, mediation by a private mediator or by a judge. A settlement becomes a decision of conciliation that cannot be appealed and is enforceable immediately.

Can my company use the small-claims procedure?

Yes, for commercial claims worth up to RWF 5,000,000 excluding interest and fees, if it opts for the procedure. The deposit is RWF 10,000, there is no pre-trial conference, the hearing is held within five working days of the reply deadline, procedural fees are capped at 5% and the judgment cannot be appealed.

Does an appeal stop enforcement of a Rwandan judgment?

Yes, under Article 159 of Law No 22/2018, while the appeal period runs and during the appeal, unless the court ordered provisional execution. Summary-procedure orders and ex parte orders are provisionally enforceable without security, and a conciliation decision is not appealable at all.

THE 2027 HORIZON

- The Ministry of Justice's ADR Strategic Plan 2025-2030 includes drafting and enacting an Alternative Dispute Resolution law from 2025/26, and targets a case backlog of 25% by 2029/30; an ADR law could make mediation steps more formal before or during litigation.
- A draft amendment of Law N° 30/2018 on court jurisdiction was reviewed by the Rwanda Law Reform Commission in 2024/25; a change to the RWF 5,000,000 commercial limit of the Primary Courts or the RWF 75,000,000 second-appeal threshold would change both the court and the number of appeals.
- Court fees under Ministerial Order N° 17/MOJ/AG/20 have not changed since 2020; watch the Official Gazette for a revision.
- Electronic processes continue to extend, with the e-auction module of IECMS upgraded in 2025 and virtual hearings available in all courts since October 2024.

Terms you will meet in the documents

English	Kinyarwanda	French	Meaning
Pre-trial conference	<i>Inama ntegurarubanza</i>	<i>Réunion pour la mise en état de l'affaire</i>	Compulsory meeting before the registrar to settle the issues and attempt conciliation (Articles 24 to 30).
Summary procedure	—	<i>Référé</i>	Urgent interim proceedings decided within 48 hours of the hearing, without prejudging the merits (Articles 185 to 188).

English	Kinyarwanda	French	Meaning
Ex parte application	<i>Inyandiko nsobanurakirego itanzwe n'umuburanyi umwe</i>	<i>Requête unilatérale</i>	Urgent application for provisional measures or seizure, heard within two days (Articles 189 to 191).
Small claim	<i>Urubanza rushingiye ku kiburanwa gifite agaciro gato</i>	<i>Petit litige</i>	A claim up to RWF 5,000,000 heard under the optional fast-track procedure, without appeal (Articles 196 to 211).
Surety of property	<i>Gushinganisha umutungo</i>	<i>Sûreté de la propriété</i>	Court order preventing the debtor from selling or encumbering property until judgment (Articles 212 to 214).
Commercial seizure	<i>Ifatira ry'umwenda w'ubucuruzi</i>	<i>Saisie commerciale</i>	Bailiff's seizure for unpaid bills, notes, cheques or commercial debts, confirmed by a claim within 48 hours (Article 232).
Enforcement order	<i>Inyandikompesha</i>	<i>Titre exécutoire</i>	A judgment, award, conciliation decision or other document that can be executed once it bears the enforcement formula (Article 241).
Enforcement formula	<i>Inyandikompuruza</i>	<i>Formule exécutoire</i>	The endorsement that authorises execution of an enforcement order (Article 242).

FOREIGN V RWANDAN INVESTOR

The procedure law applies identically to Rwandan and foreign parties, and a foreign-owned Rwandan company is in exactly the same position as a Rwandan-owned one. The differences fall on parties based abroad. A respondent with a known address abroad has two months to answer a summons, rather than eight working days, and 15 days rather than four working days in summary proceedings, which slows claims against foreign defendants. A foreign claimant must file in Kinyarwanda, give a full address for service and, in practice, act through a Rwandan advocate, because foreign advocates may practise only on reciprocity with the Bar President's authorisation, or as a regional integration agreement provides (Article 7 of Law N°83/2013). Nationals and companies of East African Community and COMESA states are treated no differently from other foreigners in the procedure itself.

WATCH OUT FOR

- The 48-hour deadline to file a confirmation claim after a commercial seizure, and the one-month deadline after a land-transfer block; missing them releases the debtor's assets.
- Filing without proof of the contractual notice, negotiation or mediation step, which leads the registrar to refuse the claim under Article 21.
- Forgetting to ask for provisional execution: without it an appeal suspends execution under Article 159.
- Incomplete respondent details: a missing address is a ground for refusing registration.
- Assuming legal costs will be recovered in full; representation fees are awarded on evidence and in the court's discretion.
- Choosing the small-claims procedure without realising that the judgment cannot be appealed by either side.

OFFICIAL SOURCES

- RwandaLII (Official Gazette n° Special of 29/04/2018): Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure — <https://rwandalii.org/akn/rw/act/law/2018/22/eng@2018-04-29/source.pdf>
- Rwanda Law Portal (amategeko.gov.rw): Law N° 025/2021, Law N° 007/2023, Ministerial Order N° 17/MOJ/AG/20 on court fees and Instructions No 002/2024 on virtual hearings — <https://www.amategeko.gov.rw>
- Judiciary of Rwanda: hearing cases and electronic filing — <https://www.judiciary.gov.rw/hearing-cases>
- Judiciary of Rwanda: alternatives to trial — <https://www.judiciary.gov.rw/alternatives-to-trial>
- Ministry of Justice: bailiffs trained on IECMS for execution of enforcement orders (April 2025) — <https://www.minijust.gov.rw/news-detail/60-non-professional-bailiffs-trained-on-iecms-to-enhance-execution-of-enforcement-orders>

Arbitration law and KIAC: Law N° 005/2008 on arbitration and conciliation in commercial matters, the arbitration agreement and court referral, tribunals, interim measures and preliminary orders, seat, language and applicable law, setting aside in the Commercial High Court, the Kigali International Arbitration Centre and its 2012 Rules, costs, confidentiality and the KIAC-only rule for Government contracts

Reviewed 10 October 2026 · Prepared by a commercial lawyer with over 30 years' international experience · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters, never amended, governs domestic and international commercial arbitration seated in Rwanda; the agreement must be in writing, and an electronic communication such as email satisfies the requirement (Articles 2 and 9).
- Unless the parties agree otherwise there are three arbitrators, who may be of any nationality; failing agreement on the seat, the arbitration takes place in Rwanda; the parties choose the language; and, failing a choice of law, the tribunal applies Rwandan law and the international conventions ratified by Rwanda (Articles 12, 32, 34 and 40).
- An award may be set aside only on the grounds in Article 47, including invalidity of the agreement, lack of proper notice, excess of mandate, irregular composition or procedure, non-arbitrability and conflict with the public security of Rwanda, on an application made within 30 days of notification (Article 48) to the Commercial High Court, whose ruling is not subject to appeal (Article 82 of Law N° 30/2018).
- The Kigali International Arbitration Centre (KIAC), established by Law N° 51/2010 of 10/01/2010 with a board of seven, six appointed by the Private Sector Federation and one by the Minister of Justice, administers arbitrations under Ministerial Order No 16/012 of 15/05/2012 determining the KIAC arbitration rules.
- Under the 2012 KIAC Rules the registration fee is USD 250, administrative expenses are ad valorem with a maximum of USD 23,000, a sole arbitrator is the default, the respondent answers within 14 days, an emergency arbitrator is available, and no award is issued without the Secretary General's approval as to form (Articles 6, 12, 34, 38, 43 and 44).
- Article 14 of Ministerial Instructions No 612/08.11 of 16/04/2014 provides that ad hoc arbitration is not allowed in Government contracts and that a Government official may not agree any international arbitration clause other than one referring to KIAC.

The arbitration statute

Arbitration seated in Rwanda is governed by **Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters**, published in the Official Gazette of 06/03/2008 and in force from publication. It has never been amended. The law applies to domestic and international commercial arbitration and conciliation, without prejudice to other Rwandan laws under which certain disputes may not be submitted to arbitration (Article 2). Article 3 defines an international arbitration in Model Law terms, by reference to the parties' places of business, the seat, the place of performance and the parties' agreement. The text follows the UNCITRAL Model Law closely, including the 2006 provisions on interim measures and preliminary orders. Practitioners report that a review of the law and of the KIAC Rules is expected before 2027.

The courts' role is limited: no court intervenes in matters governed by the law except where the law so provides (Article 7). The supporting and supervisory functions, such as appointing arbitrators, deciding challenges and setting awards aside, belong to the competent court, which for the legality of awards is the **Commercial High Court** under Article 82 of Law N° 30/2018 of 02/06/2018 determining the

jurisdiction of courts. The English text of Law N° 005/2008 is in places an imperfect translation, for example calling a set-aside application an "appeal" or "cassation", so the Kinyarwanda and French versions in the Official Gazette should be compared on any point of detail.

The arbitration agreement and the courts

An arbitration agreement is an agreement to submit present or future disputes in respect of a defined legal relationship, contractual or not, to arbitration; it may be a clause in a contract or a separate agreement (Article 9). It must be **in writing**, but writing is defined broadly: content recorded in any form, even if the contract was concluded orally or by conduct; an **electronic communication**, including electronic mail, EDI, telex or telefax, if the information is accessible for later reference; an exchange of statements of claim and defence in which one party alleges an agreement and the other does not deny it; and a reference in a contract to a document containing an arbitration clause, if the reference makes the clause part of the contract.

The tribunal may rule on its own jurisdiction, including objections to the existence or validity of the agreement, and the clause is treated as independent of the main contract, so a decision that the contract is void does not by itself invalidate the clause (Article 18). An objection to jurisdiction must be raised no later than the statement of defence, and an objection that the tribunal is exceeding its mandate as soon as the matter arises. Where the tribunal upholds its jurisdiction as a preliminary question, a party may, within 30 days, seek a decision on the matter that is not subject to appeal; the English text refers this request to the tribunal itself, and the point should be checked against the other language versions. A party that proceeds without objecting promptly to a breach of a derogable rule or of the agreement is treated as having waived the objection (Article 6).

A court seized of a dispute covered by an arbitration agreement must refer it to arbitration if a party so requests before submitting its statements on the substance, unless the agreement is null and void, inoperative or incapable of being performed (Article 10), and the registrar must refuse to register a claim where the contractual arbitration was not used (Article 21 of Law No 22/2018). Litigating on the merits without objecting can waive the clause, as the Court of Appeal held in *Mukeramirimo Construction v Quality Construction* (25 May 2023). Where a bankrupt party's contract contains an arbitration clause, it binds the trustee in bankruptcy if the trustee adopts the contract, and otherwise the bankruptcy court may order a matter to be arbitrated (Article 52) ([The court system and choice of forum](#)).

The tribunal, the seat and the proceedings

The parties choose the number of arbitrators, which must be odd; failing agreement there are **three** (Article 12). No one is excluded by nationality. Failing an agreed procedure, each party appoints one arbitrator and the two choose the third; if a party does not appoint within 15 days of a written request, or the two arbitrators cannot agree within 15 days of their appointment, the court appoints on request, and for a sole or third arbitrator it appoints someone of a nationality other than the parties'; the court's decision is not subject to appeal (Article 13). Arbitrators must disclose circumstances likely to give rise to justifiable doubts about their impartiality or independence. A challenge is made to the tribunal within **seven days** of learning of the tribunal's constitution or the circumstances, and, if rejected, to the court within **15 days**, whose decision is final (Articles 14 and 15).

Failing agreement, **the place of arbitration is in Rwanda** (Article 32), although hearings and meetings may be held elsewhere. The arbitration starts on the day the respondent receives the request for arbitration, unless otherwise agreed (Article 33). The parties choose the language, failing which the tribunal decides, and the tribunal may order translations (Article 34). The tribunal decides the dispute under the rules of law chosen by the parties; failing a choice, it applies **Rwandan law and the international conventions ratified by Rwanda**, and it decides ex aequo et bono only if expressly authorised (Article 40). Failing agreement on procedure the tribunal conducts the case as it considers appropriate (Article 31), and may appoint experts and seek the court's help in taking evidence (Articles 38 and 39). The law sets no overall time limit.

The award is in writing, signed, reasoned unless the parties agree otherwise, dated and states the seat, where it is deemed made (Article 43). A settlement may be recorded as an award on agreed terms (Article 42). Within 30 days of receipt a party may ask the tribunal to correct errors, to interpret the award if the parties so agreed, or to make an additional award on claims omitted; unusually, a party may also ask the tribunal to **review the award** within 30 days where it appears to have been obtained by fraud or on false documents or testimony, and the tribunal decides within 15 days (Article 45).

Interim measures and preliminary orders

Unless otherwise agreed, the tribunal may grant **interim measures** to maintain or restore the status quo, to prevent or stop action likely to cause imminent harm or prejudice to the arbitration, to preserve assets from which an award may be satisfied, or to preserve evidence (Article 19). The applicant must show likely harm not adequately reparable by damages that substantially outweighs the harm to the other party, and a reasonable possibility of success (Article 20); the tribunal may require security and the applicant is liable if the measure should not have been granted (Articles 27 and 29).

A party may also apply, without notice to the other, for a **preliminary order** directing the other party not to frustrate the measure requested (Article 24). The tribunal must then inform the other party and hear it at the earliest opportunity, and the preliminary order expires after **15 days** unless converted into an interim measure (Article 25). An interim measure issued by a tribunal is recognised as binding and enforced on application to the competent court irrespective of the country where it was issued, **subject to reciprocity** for measures of Rwandan tribunals, and may be refused only on the limited grounds in Article 22 (Article 21). Independently, a party may ask the court for interim measures before or during the arbitration without breaching the agreement (Articles 11 and 23); in *KZ Noir v Kubwimana* (2014) the Commercial High Court granted such measures. The summary procedure, the land-transfer block and commercial seizure described in [Commercial litigation step by step](#) are available in support of arbitration.

Setting aside an award

An award made in Rwanda may be set aside only if the applicant proves that a party lacked capacity or the agreement is invalid under its chosen law or, failing a choice, Rwandan law; that it was not given proper notice of the appointment of an arbitrator or of the proceedings or was otherwise unable to present its case; that the award deals with matters outside the submission to arbitration (in which case only the severable part is set aside); or that the composition of the tribunal or the procedure did not comply with the parties' agreement or, failing agreement, with the law; or if the court finds that the

subject matter is not arbitrable under Rwandan law or that **the award is in conflict with the public security of the Republic of Rwanda** (Article 47). The last ground is phrased differently from the Model Law's "public policy", which the law uses for foreign awards in Article 51; how far the narrower wording limits review has not been settled in reported cases.

The application must be made within **30 days** of the date the applicant was notified of the award or, after a request for correction, interpretation or review under Article 45, of the tribunal's decision on that request (Article 48). The court may suspend the proceedings to give the tribunal an opportunity to resume the arbitration or take other action that eliminates the grounds for setting aside (Article 49). The application is heard by the **Commercial High Court**, which examines the legality of awards, and its judgment on the application is **not subject to appeal** (Article 82 of Law N° 30/2018).

The Supreme Court decided several challenges brought before Law N° 30/2018 came into force. In *Yari Cornacchia v Nsanawe* (26 February 2016) it upheld an award, holding that a missed procedural time limit set for a party is not a ground under Article 47; in *Soras v Tromea* (21 October 2016) it upheld an award, holding that the principle that criminal proceedings suspend civil ones did not apply; and in *ECU v Royal Haskoning DHV* (7 December 2018) it held that breach of the procedure agreed by the parties is a ground of nullity. The 2016 decisions were given on appeal before the current rule barring appeals from the Commercial High Court applied, and no later decision confirming the bar in practice was found; parties should nonetheless plan on a single challenge. A claim to compel a public authority to execute an award was held to belong to the Commercial Court in *ERJB v Uwamariya* (14 December 2021).

KIAC: the institution

The **Kigali International Arbitration Centre** (KIAC) was established by Law N° 51/2010 of 10/01/2010 establishing the Kigali International Arbitration Centre and determining its organisation, functioning and competence, published in the Official Gazette n° 09 bis of 28/02/2011. It has legal personality and financial and administrative autonomy, sits in Kigali and may open branches abroad (Article 3). Its functions include providing a forum for arbitration and other alternative dispute resolution, accrediting arbitrators and mediators, and advising the Government on arbitration (Article 4), and it may with the parties' agreement use mediation, conciliation or other methods before or during an arbitration (Article 17). It is governed by a board of seven: six members appointed by the Rwanda Private Sector Federation and one by the Minister in charge of Justice, for six-year terms renewable once (Articles 7 and 8), and run by a Secretary General.

Article 5 states that KIAC "is the only competent agency for arbitration on matters related to trade in Rwanda". The provision does not say that arbitration outside KIAC is invalid, Law N° 005/2008 provides for arbitrations without any institution, with arbitrators appointed by the parties or the court, and the express ban on ad hoc arbitration applies to Government contracts. KIAC began operating in May 2012. Professional commentary reports more than 230 cases administered, about 60% of them domestic, with 20 to 25 new cases a year since 2017, a cooperation agreement with the International Centre for Settlement of Investment Disputes (ICSID) signed in April 2019, and an online case management system launched in April 2025. KIAC's website could not be consulted for this guide, so its current fee tables, mediation rules, panel and model clause should be checked directly with the Centre.

The KIAC Rules 2012

KIAC arbitrations are governed by the **KIAC Rules** in Ministerial Order No 16/012 of 15/05/2012 determining arbitration rules of Kigali International Arbitration Center (KIAC), published in the Official Gazette n° 22 bis of 28/05/2012, which Liedekerke's commentary describes as inspired by the ICC Rules and the UNCITRAL Rules. The claimant files a request with the Secretariat containing the parties' details, the arbitration agreement, the contract, a summary of the dispute and relief with the amounts claimed, and proposals on the number of arbitrators, the seat, the applicable law and the language, with the registration fee; the arbitration starts when a complete request is received, and the Secretariat sends it to the respondent within five days (Article 5). The respondent answers within **14 days** (Article 6). The Rules provide for joinder, multi-party claims, claims under multiple contracts and consolidation (Articles 8 to 11).

The tribunal is a **sole arbitrator or three arbitrators**. If the parties have not agreed the number, the Centre appoints a sole arbitrator unless it decides that the dispute warrants three, in which case each side nominates within 15 days (Article 12). Parties may jointly nominate a sole arbitrator within 15 days, failing which the Centre appoints (Article 13); in a three-member tribunal each party nominates one in the request and answer and, unless the parties agree another method, **the Centre appoints the presiding arbitrator** (Article 14). Failing agreement, **the seat is fixed by the Centre** unless the tribunal determines that another seat is appropriate (Article 23); the tribunal decides the language with regard to the language of the contract (Article 26) and, failing a choice of law, applies the rules of law it determines appropriate, taking account of the contract and trade usages (Article 27). The tribunal draws up **terms of reference** (Article 29) and may order interim or conservatory measures, while a party may still seek court measures before the file reaches the tribunal (Article 33). A party needing urgent relief before the tribunal is constituted may apply to an **emergency arbitrator** under Schedule II, whose order binds the parties but not the tribunal; the parties may opt out (Article 34).

When the proceedings close, the tribunal must submit a **draft award** to the Secretariat within **45 days**; the Secretariat may suggest changes of form and draw attention to points of substance, and "no award shall be issued without approval of the Secretary General as to its form" (Article 38). The award is notified once the costs have been paid in full, is final and binding from the date it is made, and by agreeing to the Rules the parties waive any form of recourse so far as such a waiver can validly be made (Article 39), which under Rwandan law does not exclude the set-aside application in Article 47. Corrections and interpretations are requested within 15 days (Article 40). The parties and the tribunal must keep the proceedings and award **confidential**, except to enforce or challenge the award, under a court order, to pursue a legal right, as required by law or a regulator, or with the tribunal's leave (Article 48).

Costs, confidentiality and Government contracts

Under the KIAC Rules the claimant pays a **registration fee of USD 250**, non-refundable, and a respondent pays the same on filing a counterclaim (Article 43). The Centre's **administrative expenses** are calculated on the aggregate sum in dispute, including counterclaims and set-offs, under Table 1 of Annex I, with a **maximum of USD 23,000** (Article 44). **Arbitrators' fees** are a flat amount from Table 2 where the sum in dispute does not exceed USD 3,000,000, and on the scale in Table 3 above that (Article 45); the Centre may vary them by up to 20% in exceptional circumstances. The Centre fixes an

advance on costs payable in equal shares, and if a party does not pay, the other may pay its share; otherwise the claims may be treated as withdrawn after a period of at least 15 days (Article 41). The costs of the arbitration include the arbitrators' and Centre's fees, tribunal experts and **the reasonable legal and other costs of the parties**, and the tribunal apportions them, taking account of how efficiently each party conducted the case (Article 42).

For arbitrations outside KIAC the statutory rule is different: the tribunal fixes the costs, defined as the arbitrators' fees, tribunal-requested witnesses and experts and other expenses of the proceedings, which are **borne equally** unless the award provides otherwise, while "all other expenses incurred by a party shall be borne by that party" (Article 65 of Law N° 005/2008). An ad hoc clause should therefore state expressly that the tribunal may award a party's legal costs. On confidentiality, Article 58 of Law N° 005/2008 imposes it only in **conciliation**; commentators disagree whether arbitration under the law is confidential by default, so parties should rely on the KIAC Rules or an express clause.

Public bodies are bound by **Ministerial Instructions No 612/08.11 of 16/04/2014** setting up modalities for drafting, negotiating, requesting opinions on, signing and managing contracts, as modified in 2015 and 2020. Article 14, unchanged by the modifications, provides that "'Ad-hoc' arbitration is not allowed" and that "a Government official shall not be allowed to apply any international arbitration clause except clauses relating to Kigali International Arbitration Center (KIAC)"; where the other party does not agree, the Minister of Justice and Attorney General decides or negotiates. The model clause annexed to the Instructions provides for disputes not settled amicably or by mediation to be settled by arbitration under the KIAC Rules, with the number of arbitrators, the seat and the language to be chosen. The same Instructions also contain model clauses for arbitration under the UNCITRAL Arbitration Rules (Article 19) and under the East African Court of Justice arbitration rules (Article 20), and do not explain how these fit with Article 14; in practice an investor should expect the KIAC clause, and a request for any other forum will be referred to the Minister of Justice and Attorney General under the last paragraph of Article 14. Where an amicable settlement fails, the public institution asks the Minister of Justice and Attorney General in writing to appoint its arbitrator (Article 23). An investor contracting with a ministry, agency or public institution should expect that clause and negotiate the seat, the language and three arbitrators within it (Investment guarantees, treaties and reporting).

How a KIAC arbitration runs

1 Pre-arbitration steps

Complete and document any contractual negotiation or mediation step; the Supreme Court enforced one in *Cheon Kwang v Government of Rwanda* (2017).

2 Request

File with the Secretariat with the agreement, claim summary and amounts, proposals on tribunal, seat, law and language, and USD 250. The case starts on receipt of a complete request.

3 Answer

Sent to the respondent within five days; answer and any counterclaim (USD 250) within 14 days.

4 Tribunal

Sole arbitrator by default; in a three-member tribunal KIAC appoints the president unless otherwise agreed.

5 Advance and terms of reference

Advance paid in equal shares; terms of reference and timetable. Urgent relief from the emergency arbitrator or the court.

6 Hearing

Submissions, documents, witnesses and experts; hearings in person or remote.

7 Draft award and scrutiny

Draft within 45 days of closing; the Secretary General approves its form.

8 Award and challenge

Notified once costs are paid; set-aside application to the Commercial High Court within 30 days, with no further appeal; otherwise enforcement.

Arbitration seated in Rwanda: the numbers (October 2026)

Item	Rule	Source
Form of agreement	Writing; electronic communication qualifies	Law N° 005/2008, Article 9
Default number of arbitrators	Three (law); sole arbitrator unless KIAC decides three (KIAC Rules)	Article 12; KIAC Rules, Article 12
Challenge of arbitrator	7 days to the tribunal; 15 days to the court if rejected	Articles 14 and 15
Default seat	Rwanda (law); fixed by KIAC (KIAC Rules)	Article 32; KIAC Rules, Article 23
Default applicable law	Rwandan law and ratified conventions (law); rules the tribunal determines (KIAC Rules)	Article 40; KIAC Rules, Article 27
Correction, interpretation, review for fraud	30 days (law); 15 days for correction and interpretation (KIAC Rules)	Article 45; KIAC Rules, Article 40
Set-aside application	30 days from notification; Commercial High Court; no appeal	Articles 47 and 48; Law N° 30/2018, Article 82
KIAC answer to request	14 days	KIAC Rules, Article 6
KIAC draft award	45 days from closing; Secretary General approval of form	KIAC Rules, Article 38

Item	Rule	Source
KIAC fees (2012)	Registration USD 250; administrative expenses ad valorem, maximum USD 23,000; arbitrators' fees flat up to USD 3,000,000, scale above	KIAC Rules, Articles 43 to 45
Government contracts	KIAC only; no ad hoc arbitration	Instructions No 612/08.11, Article 14

WORKED EXAMPLE

A construction claim at KIAC and a set-aside application

A Turkish-owned Rwandan contractor claims USD 1,200,000 from a Rwandan private developer for unpaid variations. The contract provides for KIAC arbitration, three arbitrators, seat Kigali, English language and Rwandan law. Illustrative dates and figures; the administrative and arbitrator fees depend on KIAC's current tables.

Day 0	Contractor files its request with KIAC and pays the USD 250 registration fee; the request is complete and the arbitration starts that day.
Day 5	Secretariat sends the request to the developer, who answers by Day 19 with a counterclaim of USD 300,000 for delay and pays USD 250.
Sum in dispute	USD 1,200,000 + USD 300,000 = USD 1,500,000, below USD 3,000,000, so the arbitrators' fees are a flat amount from Table 2; the Centre's administrative expenses cannot exceed USD 23,000.
Advance on costs	KIAC fixes separate advances for claim and counterclaim; assuming an illustrative total advance of USD 90,000, each side's share depends on the amount of its own claim.
Month 4	The contractor learns the developer is selling its only other property and asks the court, under Article 11 of Law N° 005/2008, to place it under surety through the summary procedure; the order is delivered within 48 hours of the hearing (Articles 186 and 212 of Law No 22/2018).
Month 11	Hearing closes; draft award to the Secretariat within 45 days; the Secretary General approves its form.
Month 13	Award: USD 1,050,000 to the contractor, counterclaim dismissed, with reasonable legal costs under Article 42 of the KIAC Rules.
Month 14	The developer applies to the Commercial High Court within 30 days alleging that the tribunal ignored evidence; the court dismisses the application because the grounds in Article 47 do not include errors of fact or law. No appeal lies.

Had the developer been a public institution, the contract would have had to provide for KIAC arbitration under Instructions No 612/08.11 in any event.

Enforcement of the award follows the bailiff process described in Enforcing judgments and foreign judgments.

Questions investors ask

How do I challenge an arbitral award made in Rwanda?

Apply to the Commercial High Court within 30 days of notification of the award, on the grounds in Article 47 of Law N° 005/2008, such as invalid agreement, lack of notice, excess of mandate, irregular procedure, non-arbitrability or conflict with Rwanda's public security. The court's judgment is not subject to appeal under Article 82 of Law N° 30/2018.

What does a KIAC arbitration cost?

Under the 2012 KIAC Rules, a USD 250 registration fee, administrative expenses based on the sum in dispute capped at USD 23,000, and arbitrators' fees as a flat amount up to USD 3,000,000 in dispute and on a scale above that, plus each side's legal costs, which the tribunal may shift. Check current tables with KIAC.

Can a Rwandan Government body agree to ICC or SIAC arbitration?

Not under Article 14 of Ministerial Instructions No 612/08.11 of 16/04/2014, which forbids ad hoc arbitration in Government contracts and allows officials to agree only international arbitration clauses referring to KIAC; if the counterparty disagrees, the Minister of Justice decides or negotiates. A treaty-protected investor may still have separate treaty arbitration rights.

Is arbitration in Rwanda confidential?

Under the KIAC Rules, yes: Article 48 binds the parties and tribunal to confidentiality, with exceptions for enforcement or challenge, court orders, legal and regulatory requirements. Law N° 005/2008 imposes confidentiality expressly only on conciliation, and commentators disagree about arbitration generally, so ad hoc clauses should state it expressly.

Does KIAC offer an emergency arbitrator?

Yes. Article 34 of the 2012 KIAC Rules lets a party seek urgent interim relief from an emergency arbitrator under Schedule II before the tribunal is constituted, unless the parties opted out. The order binds the parties but not the tribunal, and a party may also seek interim measures from a Rwandan court under Article 11 of Law N° 005/2008.

THE 2027 HORIZON

- A review of Law N° 005/2008 and of the 2012 KIAC Rules has been reported as expected before 2027, and commentators report proposals for separate arbitration and mediation statutes; new Rules would typically apply to arbitrations started after their entry into force, so clauses drafted now should refer to the KIAC Rules in force when the arbitration begins.
- The Ministry of Justice's ADR Strategic Plan 2025-2030 provides for drafting and enacting an Alternative Dispute Resolution law from 2025/26, which may restate the relationship between arbitration, mediation and the courts.
- Whether a post-2018 court will confirm in a reported decision that Commercial High Court set-aside rulings are not appealable, and how it reads the "public security" ground in Article 47.

Terms you will meet in the documents

English	Kinyarwanda	French	Meaning
Arbitration	<i>Ubukemurampaka</i>	<i>Arbitrage</i>	Binding resolution of a dispute by one or more arbitrators under Law N° 005/2008.
Arbitrator	<i>Umukemurampaka</i>	<i>Arbitre</i>	A person appointed by the parties, KIAC or the court to decide the dispute.
Arbitration agreement	<i>Amasezerano y'ubukemurampaka</i>	<i>Convention d'arbitrage</i>	A written clause or agreement to submit disputes to arbitration (Article 9).
Arbitral award	—	<i>Sentence arbitrale</i>	The tribunal's decision, final and binding and challengeable only by setting aside (Articles 43 and 47).
Kigali International Arbitration Centre (KIAC)	<i>Ikigo Mpuzamahanga cy'Ubukemurampaka cya Kigali</i>	<i>Centre International d'Arbitrage de Kigali</i>	The arbitral institution established by Law N° 51/2010.
Request for arbitration	<i>Isaba ry'ubukemurampaka</i>	<i>Demande d'arbitrage</i>	The claimant's filing that starts a KIAC arbitration (KIAC Rules, Article 5).
Terms of reference	<i>Inyandiko y'ubutumwa</i>	<i>Acte de mission</i>	The document defining the parties' claims and the issues, drawn up by the tribunal (KIAC Rules, Article 29).
Emergency arbitrator	<i>Umukemurampaka wihutirwa</i>	<i>Arbitre d'urgence</i>	A KIAC-appointed arbitrator who grants urgent relief before the tribunal is constituted (KIAC Rules, Article 34).

English	Kinyarwanda	French	Meaning
Advance on costs	—	<i>Avance sur les frais d'arbitrage</i>	The deposit fixed by KIAC to cover arbitrators' fees and administrative expenses, paid in equal shares (KIAC Rules, Article 41).
Confidentiality	<i>Kugira ibanga</i>	<i>Confidentialité</i>	The KIAC Rules' duty to keep the proceedings and award confidential (Article 48).

FOREIGN V RWANDAN INVESTOR

Law N° 005/2008 and the KIAC Rules apply to foreign and Rwandan parties alike; arbitrators may be of any nationality, and when a court appoints a sole or presiding arbitrator it must choose one of a nationality other than the parties'. What differs is the choice available. A dispute between two Rwandan companies with no international element is a domestic arbitration, which may still be in English if the parties agree. A foreign party, or a foreign-owned Rwandan company in an international transaction, will more often want a neutral seat abroad, which Law N° 005/2008 allows; but if its counterparty is a Government body, Article 14 of Instructions No 612/08.11 confines both foreign and Rwandan investors to KIAC. The reciprocity condition on enforcing foreign tribunals' interim measures (Article 21) affects only measures made abroad.

WATCH OUT FOR

- The 30-day set-aside window and the single, non-appealable hearing in the Commercial High Court.
- Clauses that name KIAC but leave the seat open: the Centre fixes the seat under Article 23 of the Rules, and the statutory default is Rwanda.
- Ad hoc clauses that are silent on legal costs: under Article 65 of Law N° 005/2008 each party may bear its own.
- Assuming arbitration is confidential by statute; rely on the KIAC Rules or an express clause.
- Non-payment of the advance on costs, which can lead KIAC to treat the claim as withdrawn after at least 15 days.
- Government counterparties: a non-KIAC international or ad hoc clause agreed by an official conflicts with Instructions No 612/08.11.

OFFICIAL SOURCES

- RwandaLII: Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters — <https://rwandalii.org/akn/rw/act/law/2008/5/eng@2008-03-06>
- RwandaLII: Law N° 51/2010 of 10/01/2010 establishing the Kigali International Arbitration Centre — <https://rwandalii.org/akn/rw/act/law/2010/51/eng@2011-02-28>
- RwandaLII (Official Gazette n° 22 bis of 28/05/2012): Ministerial Order No 16/012 of 15/05/2012 determining arbitration rules of KIAC — <https://rwandalii.org/akn/rw/act/mo/2012/16/eng@2012-05-28>
- RwandaLII: Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts (Article 82) — <https://rwandalii.org/akn/rw/act/law/2018/30/eng@2018-06-02/source.pdf>
- Kigali International Arbitration Centre: rules, fees and model clause — <https://www.kiac.org.rw>
- Rwanda Law Portal (amategeko.gov.rw): Ministerial Instructions No 612/08.11 of 16/04/2014 and Rwanda Law Reports — <https://www.amategeko.gov.rw>

Foreign arbitration and enforcing awards: choosing a seat outside Rwanda, the New York Convention since 29 January 2009, recognition under Articles 50 and 51 of Law N° 005/2008, the documents and the refusal grounds, which court and the open questions, court support for foreign-seated arbitration, foreign interim measures, and executing an award through the bailiff process

Reviewed 10 October 2026 · Prepared by a commercial lawyer with over 30 years' international experience · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Rwanda acceded to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards on 31 October 2008, following Presidential Order no 60/01 of 31/12/2007, and the Convention has been in force for Rwanda since 29 January 2009; the United Nations status table lists no reservations by Rwanda.
- Under Article 50 of Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters an arbitral award, irrespective of the country in which it was made, is recognised as binding, except where that country does not reciprocate; the applicant supplies the authenticated original award or a certified copy and the arbitration agreement, with a translation into an official language of Rwanda if needed.
- Recognition or enforcement may be refused only on the grounds in Article 51, which mirror Article V of the New York Convention, including incapacity or invalid agreement, lack of notice, excess of mandate, irregular composition or procedure, an award not yet binding or set aside at the seat, non-arbitrability and public policy; where annulment is pending at the seat the court may adjourn and order security.
- Arbitral awards are enforcement orders under Article 241 of Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, executed once they bear the enforcement formula (Article 242) through a professional bailiff, whose fee for compulsory recovery is 5% of the debt, with a minimum of RWF 300,000 and a maximum of RWF 15,000,000.
- Rwandan courts may grant interim measures in support of an arbitration seated in Rwanda or abroad (Articles 11 and 23 of Law N° 005/2008), and interim measures ordered by a foreign tribunal are enforced on application to the competent court, subject to reciprocity (Article 21).

Choosing a seat outside Rwanda

Parties to a commercial contract are free to agree the place of arbitration, and the statutory default of a Rwandan seat applies only if they do not (Article 32 of **Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters**). A Rwandan company and a foreign company, or two Rwandan companies, may therefore choose a seat such as London, Paris, Geneva, Singapore, Dubai, Nairobi or Johannesburg and an institution such as the ICC, LCIA, SIAC or another centre, together with a governing law. Nothing in Rwandan law requires a private contract to refer disputes to the Kigali International Arbitration Centre (KIAC); the requirement to use KIAC, and the ban on ad hoc arbitration, apply to contracts signed by Government officials under Article 14 of Ministerial Instructions No 612/08.11 of 16/04/2014 ([Arbitration law and KIAC](#)).

The seat determines which courts supervise the arbitration and may set the award aside. With a foreign seat, an application to annul the award is made to the courts of that seat under their law, not to the Commercial High Court in Kigali, and the Rwandan court's role is limited to recognising and enforcing the award against assets in Rwanda, and to supporting the arbitration with interim measures. A foreign seat therefore offers neutrality and a supervisory court the foreign party knows, and avoids Rwanda's "public security" set-aside ground in Article 47 of Law N° 005/2008; but it adds a recognition step before enforcement in Rwanda, it usually costs more, and it does not avoid Rwanda's public policy defence at the enforcement stage.

Where the counterparty's assets are all in Rwanda and the dispute is modest, a KIAC arbitration seated in Kigali is often the more efficient choice: the award is challenged once, within 30 days, before the Commercial High Court, whose ruling is final, and then enforced without any recognition proceedings. Where the counterparty has assets in several countries, or the contract is part of a regional or group transaction, a foreign seat in a New York Convention state gives an award enforceable in Rwanda and in the other Convention states. Investor-State disputes under a bilateral investment treaty, and ICSID awards, follow different rules ([Investor-State disputes and treaty protection](#)).

DECISION GUIDE

Decision guide: Kigali seat or foreign seat?

Questions to ask when drafting the arbitration clause in a contract with a Rwandan counterparty.

Q1 Is the counterparty a ministry, public institution or other body whose officials sign under Instructions No 612/08.11?

Yes

KIAC is required; negotiate the seat, three arbitrators and the language within the KIAC clause, and consider treaty protection.

No

Go to the next question.

Q2 Are the counterparty's assets mainly in Rwanda and the amounts at stake moderate?

Yes A KIAC arbitration seated in Kigali avoids a recognition step; the award is challenged once, within 30 days, with no appeal.

No Go to the next question.

Q3 Does the counterparty hold assets outside Rwanda, or is the deal part of a regional or group structure?

Yes A seat in a New York Convention state with a supportive court, under established institutional rules, gives an award enforceable in Rwanda and elsewhere.

No Go to the next question.

Q4 Is neutrality of the supervisory court important to the foreign party?

Yes Choose a foreign seat; budget for higher costs and for recognition in Rwanda.

No Either works; compare cost, language and the speed of challenge at the seat.

The New York Convention and Rwanda

Rwanda approved the 1958 **Convention on the Recognition and Enforcement of Foreign Arbitral Awards** by Presidential Order no 60/01 of 31/12/2007, published in the Official Gazette no 15 of 15/04/2008, deposited its instrument of **accession on 31 October 2008**, and has been bound since **29 January 2009**. Some older guides describe Rwanda as having "ratified" the Convention in 2008 or give other dates; accession, with entry into force on 29 January 2009, is the correct description. The United Nations status table lists no declaration or reservation by Rwanda, so Rwanda has not limited the Convention to awards made in other Contracting States or to commercial relationships.

The Convention obliges Rwanda to recognise arbitration agreements, by referring parties to arbitration (Article II), which Article 10 of Law N° 005/2008 implements, and to recognise and enforce foreign awards on conditions not substantially more onerous than those for domestic awards, refusing them only on the Article V grounds. Law N° 005/2008 gives effect to these obligations in its Section 9, Articles 50 and 51, which apply to every award "irrespective of the country in which it was made". An ICSID Convention award against a State is different: it is enforced as if it were a final judgment of a Rwandan court, without review, under the ICSID Convention, to which Rwanda has been party since 14 November 1979.

Recognition: documents and procedure

Article 50 provides that an arbitral award, irrespective of the country in which it was made, shall be recognised as binding, subject to Articles 50 and 51, but adds that this "shall not be respected if the country in which the award was issued does not respect the provisions of this paragraph with reference to cases decided in Rwanda". This **reciprocity proviso** has no practical effect for an award made in a

New York Convention state, because every Contracting State must enforce Rwandan awards; it could matter only for an award from a non-Convention state, and sits uneasily with Rwanda's accession without a reciprocity reservation. No reported case applying it was found.

The party relying on the award or applying for enforcement must supply **the duly authenticated original award or a duly certified copy**, and **the original arbitration agreement or a duly certified copy**. If the award or the agreement is not in an official language of Rwanda, which are Kinyarwanda, English and French, the party must supply a translation into one of them (Article 50). An award in English therefore needs no translation under Article 50; but the application is a court submission, and Article 69 of Law No 22/2018 requires court submissions to be filed in Ikinyarwanda, so the application itself should be prepared in Ikinyarwanda ([The court system and choice of forum](#)). Authentication of the award and certification of copies should follow the formalities the court requires for foreign documents.

The law does not expressly name the **court** that recognises a foreign award. Article 8 of Law N° 005/2008 assigns the court's arbitration functions to "the ordinary competent court"; Article 82 of Law N° 30/2018 of 02/06/2018 gives the Commercial High Court jurisdiction to examine the legality of awards and to execute foreign commercial judgments; and one practitioner guide states that the High Court is competent. For a commercial award, an application to the **Commercial High Court** is the course most consistent with Article 82, but the point should be confirmed with Rwandan counsel before filing. No reported Rwandan decision on the recognition of a foreign award was found in the official English case-law collection. The law sets no specific time limit for applying, and the award creditor should act promptly.

Grounds for refusal

Recognition or enforcement of an award, wherever it was made, may be refused only on the grounds in **Article 51**, which follow Article V of the New York Convention. At the request of the party resisting enforcement, who must prove the ground, the court may refuse if: a party to the agreement was under some incapacity, or the agreement is not valid under the law the parties chose or, failing a choice, the law of the country where the award was made; the party was not given proper notice of the appointment of an arbitrator or of the proceedings or was otherwise unable to present its case; the award deals with matters outside the submission to arbitration, in which case the part within the submission may still be enforced if it can be separated; the composition of the tribunal or the procedure did not follow the parties' agreement or, failing agreement, the law of the seat; or the award is not yet binding, or has been set aside or suspended by a court of the country in which, or under the law of which, it was made.

The court may also refuse of its own motion if the subject matter is **not capable of settlement by arbitration under Rwandan law**, or if recognition or enforcement would be **contrary to the public policy of Rwanda**. Here the law uses "public policy", the Convention's term, rather than the narrower "public security" used for setting aside Rwandan awards in Article 47. Matters reserved to the courts or to administrative authorities, such as registration of land rights, criminal liability or the validity of a registered intellectual property right as against the world, may raise arbitrability questions, while contractual claims between companies will not.

If an application to set aside or suspend the award is pending at the seat, the Rwandan court may **adjourn** its decision and, on the application of the award creditor, **order the other party to provide appropriate security** (Article 51, last paragraph). An award creditor facing a debtor that has filed for annulment abroad should ask for security at once, and may combine it with the protective remedies described below.

From recognition to payment: execution through the bailiff

Article 241 of **Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure** lists the enforcement orders that may be executed by compulsion, after being checked and approved by a court registrar or other competent public officer; **arbitral awards** are item 3. An enforcement order is executed once it bears the **enforcement formula**, whose wording is fixed by an Order of the Minister of Justice (Article 242). An award made in Rwanda that has not been set aside, or a foreign award that the court has recognised, therefore receives the formula and is executed like a judgment. A person who considers that the formula was wrongly affixed may ask the president of the court that affixed it to invalidate it; the other parties have five days to respond and the president decides within 48 hours after that (Article 243).

Execution starts with a **voluntary phase** of 30 days, during which the parties may agree terms and the debtor discloses its assets; the agreement is itself an enforcement order and is published on the Database of Judgements Enforcement (Article 247). Failing payment, a **professional bailiff** under a written mandate seizes assets, has immovable property valued, and sells through the electronic auction on the Integrated Electronic Case Management System (IECMS), and since May 2026 the proceeds pass through a dedicated account before being paid to the creditor. The bailiff's fee for compulsory recovery is **5% of the debt, with a minimum of RWF 300,000 and a maximum of RWF 15,000,000**, charged to the losing party, excluding travel (Ministerial Order N°023/MOJ/AG/2017 of 23/10/2017). Article 183 requires a final court decision ordering the Government, the City of Kigali, a District or a public institution to pay money to be paid within six months of notification; the Article speaks of judicial decisions, and whether the same period applies to an arbitral award bearing the enforcement formula has not been decided, so an award creditor against a public body should plan on at least that period. The full process is in [Enforcing judgments and foreign judgments](#).

An award in foreign currency raises the question of conversion for seizure and auction, which are conducted in Rwandan francs, and of transfer of the proceeds abroad; repatriation of funds recovered is covered in [Repatriating profits and capital](#). An award creditor should ask the court and the bailiff to state the exchange rate and date used, and should claim interest in the arbitration itself, so that the award states the full amount due.

Court support for foreign-seated arbitration

A Rwandan court may help an arbitration seated abroad before and during the proceedings. Article 11 of Law N° 005/2008 lets a party ask the court for an **interim measure** before or during arbitral proceedings without breaching the arbitration agreement, and Article 23 gives the court the same power to issue interim measures in relation to arbitral proceedings whether they take place in Rwanda or in another country, applying its own procedures with regard to the features of international arbitration. Article 14 of Law N° 30/2018 gives Rwandan courts jurisdiction over foreign parties where

seizure or interim or conservatory measures are sought in Rwanda. The tools available are those of Law No 22/2018: a summary-procedure order within 48 hours of the hearing, an ex parte application heard within two days, a court order placing property under surety, a block on transfers of land that lapses unless proceedings are brought within one month, and a bailiff's commercial seizure for commercial debts that must be confirmed in court within 48 hours ([Commercial litigation step by step](#)). Where the merits are before a foreign tribunal, the creditor should explain to the Rwandan court that the arbitration is the principal proceeding.

An **interim measure ordered by an arbitral tribunal**, wherever it was issued, is recognised as binding and enforced on application to the competent court, subject to the condition that the issuing country reciprocates for interim measures of Rwandan tribunals, and refused only on the limited grounds in Article 22 (Article 21). The court may require security, and may adapt a measure to its own powers without changing its substance. Whether an order of an **emergency arbitrator** appointed under foreign institutional rules counts as a measure "issued by an arbitral tribunal" for this purpose has not been decided, so urgent relief against assets in Rwanda is more safely sought directly from the Rwandan court.

Enforcing a foreign award against assets in Rwanda

- 1 Locate assets and protect them**
Identify bank accounts, receivables, land and stock in Rwanda; consider a land-transfer block, surety of property or summary order at once, before the debtor learns of the application.

- 2 Assemble the documents**
Authenticated original award or certified copy, and the arbitration agreement or certified copy, duly authenticated; translation into Kinyarwanda, English or French if needed; any judgment of the seat court on annulment.

- 3 Prepare and file the application**
Instruct a Rwandan advocate; prepare the application in Ikinyarwanda; file on IECMS before the court identified as competent, in practice the Commercial High Court for a commercial award, and pay the RWF 40,000 deposit.

- 4 Answer the defences**
The debtor bears the burden of proving an Article 51 ground; public policy and arbitrability are examined by the court. If annulment is pending at the seat, ask for security if the court adjourns.

- 5 Enforcement formula**
Once recognised, the award receives the enforcement formula under Article 242 of Law No 22/2018; a challenge to the formula is decided within days under Article 243.

- 6 Voluntary phase**
Serve the debtor; 30 days to pay or agree terms, with disclosure of assets.

7

Compulsory execution

Mandate a professional bailiff to seize, value and auction; fee 5% of the debt, minimum RWF 300,000, maximum RWF 15,000,000, charged to the debtor; for public debtors, allow at least the six months Article 183 gives for court decisions.

Recognising and enforcing an award in Rwanda (October 2026)

Item	Rule	Source
New York Convention	Accession 31 October 2008; in force 29 January 2009; no reservations listed	Presidential Order no 60/01 of 31/12/2007; UNCITRAL status table
Awards covered	Any award, irrespective of the country where made; reciprocity proviso	Law N° 005/2008, Article 50
Documents	Authenticated original award or certified copy; agreement or certified copy; translation if not in Kinyarwanda, English or French	Article 50
Refusal grounds (party)	Incapacity or invalid agreement; no notice or unable to present case; excess of mandate; irregular composition or procedure; award not binding, set aside or suspended	Article 51(1)
Refusal grounds (court)	Non-arbitrable under Rwandan law; contrary to Rwandan public policy	Article 51(2)
Annulment pending abroad	Court may adjourn and order security	Article 51, last paragraph
Competent court	Not expressly named; Commercial High Court consistent with Article 82 of Law N° 30/2018; confirm before filing	Law N° 005/2008, Article 8; Law N° 30/2018, Article 82
Status for execution	Arbitral award is an enforcement order; executed with the enforcement formula	Law No 22/2018, Articles 241 and 242
Voluntary phase	30 days	Law No 22/2018, Article 247
Bailiff fee	5% of the debt; minimum RWF 300,000; maximum RWF 15,000,000	MO N°023/MOJ/AG/2017
Foreign tribunal's interim measure	Enforced by the competent court, subject to reciprocity; limited refusal grounds	Law N° 005/2008, Articles 21 and 22
Rwandan award set-aside (for comparison)	30 days, Commercial High Court, no appeal; ground of "public security"	Articles 47 and 48; Law N° 30/2018, Article 82

WORKED EXAMPLE

Enforcing a London award against a Kigali distributor

A UK manufacturer obtains an LCIA award seated in London for USD 2,000,000 plus interest against its former Rwandan distributor, which holds a bank account and a warehouse in Kigali. The award is in English. Illustrative figures, including an assumed exchange rate of RWF 1,450 to USD 1.

Week 0	Award issued in London. The distributor applies to the English court to set it aside; the manufacturer instructs Rwandan counsel.
Week 1	Counsel asks the land registry to block transfers of the warehouse plot (Article 213 of Law No 22/2018) and applies to the court for an order placing the bank balance under surety through the summary procedure, citing Articles 11 and 23 of Law N° 005/2008; the block will lapse unless proceedings are brought within one month.
Week 3	Recognition application filed on IECMS, in Ikinyarwanda, with the authenticated original award and the distribution agreement; no translation of the English award is needed under Article 50. Deposit RWF 40,000.
Month 3	The distributor argues that the award is not yet binding because annulment is pending in London. The court adjourns under Article 51 and orders the distributor to provide security equal to the award.
Month 6	The English application is dismissed. The Rwandan court recognises the award; the distributor's public policy argument fails because it concerns the tribunal's assessment of damages, not a breach of public policy.
Amount	USD 2,000,000 × RWF 1,450 = RWF 2,900,000,000 (illustrative rate), plus interest as awarded.
Bailiff fee	5% × RWF 2,900,000,000 = RWF 145,000,000, above the RWF 15,000,000 maximum, so the fee is RWF 15,000,000, charged to the distributor.
Month 7	After the 30-day voluntary phase the bailiff applies the secured funds and auctions the warehouse electronically; proceeds pass through the enforcement funds account to the manufacturer.

Had the contract provided for KIAC arbitration seated in Kigali, there would have been no recognition step: the distributor's only remedy would have been one application to the Commercial High Court within 30 days.

The court identified as competent and the timing are assumptions for the example; no reported Rwandan decision on recognition of a foreign award was found.

Questions investors ask

Will Rwandan courts enforce a foreign arbitral award?

Yes. Rwanda acceded to the New York Convention on 31 October 2008, in force from 29 January 2009, and Article 50 of Law N° 005/2008 recognises awards irrespective of where they were made. Enforcement may be refused only on the Convention-based grounds in Article 51, such as lack of notice, invalid agreement, excess of mandate, non-arbitrability or public policy.

What documents do I need to enforce a foreign award in Rwanda?

The authenticated original award or a certified copy and the original arbitration agreement or a certified copy, under Article 50 of Law N° 005/2008, with a translation if they are not in Kinyarwanda, English or French. The court application itself should be prepared in Kinyarwanda under Article 69 of Law No 22/2018.

Which Rwandan court enforces foreign arbitral awards?

The law does not name it expressly. Article 8 of Law N° 005/2008 refers to the ordinary competent court, and Article 82 of Law N° 30/2018 gives the Commercial High Court jurisdiction over the legality of awards and foreign commercial judgments, so it is the natural forum for a commercial award. Confirm with Rwandan counsel before filing.

Does Rwanda apply reciprocity to foreign awards?

Article 50 of Law N° 005/2008 contains a reciprocity proviso, but it has no practical effect for awards made in New York Convention states, which must enforce Rwandan awards. Rwanda made no reciprocity reservation on acceding to the Convention. The proviso could matter only for an award from a non-Convention state.

Can I get interim relief in Rwanda while arbitrating abroad?

Yes. Articles 11 and 23 of Law N° 005/2008 let Rwandan courts grant interim measures in support of arbitrations seated in Rwanda or abroad, and Article 14 of Law N° 30/2018 gives them jurisdiction over foreign parties for seizures and interim measures in Rwanda. Summary orders are given within 48 hours of the hearing.

What does it cost to enforce an award through a bailiff in Rwanda?

The professional bailiff's fee for compulsory recovery is 5% of the debt, with a minimum of RWF 300,000 and a maximum of RWF 15,000,000, charged to the losing party, under Ministerial Order N°023/MOJ/AG/2017. Court fee deposits, advocates' fees and translation are additional.

THE 2027 HORIZON

- The reported review of Law N° 005/2008 before 2027 is an opportunity to name the court that recognises foreign awards, to remove or clarify the reciprocity proviso in Article 50 and to align the "public security" set-aside ground with the Convention's public policy; check any new arbitration law before filing an application.
- A draft amendment of Law N° 30/2018 on court jurisdiction, reviewed by the Rwanda Law Reform Commission in 2024/25, could allocate recognition of foreign awards expressly; none had been enacted at 10 October 2026.
- The first reported Rwandan decision on recognition of a foreign award, when published in the Rwanda Law Reports, will show how the courts read Article 51 and the public policy ground.
- Electronic auctions on IECMS, upgraded in 2025, and the enforcement funds account created by Ministerial Instructions N° 001/INSTR/MOJ/AG/26 of 07/05/2026 should shorten the time from recognition to payment.

Terms you will meet in the documents

English	Kinyarwanda	French	Meaning
Arbitral award	—	<i>Sentence arbitrale</i>	The tribunal's decision; a foreign award is recognised under Articles 50 and 51 of Law N° 005/2008.
Arbitration agreement	<i>Amasezerano y'ubukemurampaka</i>	<i>Convention d'arbitrage</i>	The written agreement to arbitrate, which must be produced with the award (Article 50).
Seat of arbitration	—	<i>Siège d'arbitrage</i>	The legal place of the arbitration, whose courts supervise it and may set the award aside.
Interim measures	<i>Ibyemezo by'agateganyo</i>	<i>Mesures provisoires</i>	Temporary protective orders by a tribunal or court pending the award (Articles 19 to 23).
Public policy	—	<i>Ordre public</i>	The ground on which a court may refuse a foreign award that offends fundamental Rwandan principles (Article 51(2)).
Exequatur	—	<i>Exéquatur</i>	Court declaration that a foreign decision is enforceable in Rwanda; for awards, the recognition decision under Article 50.
Enforcement order	<i>Inyandikompesha</i>	<i>Titre exécutoire</i>	A document, including an arbitral award, that may be executed by compulsion (Article 241 of Law No 22/2018).

English	Kinyarwanda	French	Meaning
Enforcement formula	<i>Inyandikomporuza</i>	<i>Formule exécutoire</i>	The endorsement that authorises execution of an enforcement order (Article 242).
Bailiff	<i>Umuhesha w'inkiko</i>	<i>Huissier</i>	The officer who executes enforcement orders; professional bailiffs charge 5% of the debt, within a minimum and maximum.

FOREIGN V RWANDAN INVESTOR

The recognition rules do not depend on the nationality of the award creditor: a Rwandan company holding a London award and a foreign company holding the same award are in the same position, because what matters is where the award was made. In practice the foreign seat is chosen far more often by foreign investors, so they are the ones most likely to need recognition proceedings, an Ikinyarwanda application and a Rwandan advocate. A foreign-owned Rwandan company that arbitrates under KIAC in Kigali avoids the recognition step altogether. Nationals and companies of East African Community and COMESA states have no special enforcement route for awards, but their regional courts may hear disputes under an arbitration clause conferring jurisdiction on them (Investor-State disputes and treaty protection).

WATCH OUT FOR

- Assuming the court is named in the statute: confirm the competent court for recognition before filing.
- Filing the application in English: the award may be in English, but court submissions must be in Ikinyarwanda under Article 69 of Law No 22/2018.
- Letting assets move while recognition is pending; seek a land-transfer block, surety of property or a summary order first, and sue within one month to keep a land block alive.
- Relying on a foreign emergency arbitrator's order against Rwandan assets; apply to the Rwandan court instead.
- Awards that do not state interest or how a foreign-currency sum is to be converted, which leaves room for dispute at the enforcement stage.
- Government counterparties: a foreign-seated or ad hoc clause signed by an official conflicts with Instructions No 612/08.11.

OFFICIAL SOURCES

- UNCITRAL: status of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) — https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards/status2
- RwandaLII: Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters (Articles 21, 23, 50 and 51) — <https://rwandalii.org/akn/rw/act/law/2008/5/eng@2008-03-06>
- RwandaLII (Official Gazette n° Special of 29/04/2018): Law No 22/2018 relating to the civil, commercial, labour and administrative procedure (Articles 241 to 243) — <https://rwandalii.org/akn/rw/act/law/2018/22/eng@2018-04-29/source.pdf>
- RwandaLII: Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts (Articles 14 and 82) — <https://rwandalii.org/akn/rw/act/law/2018/30/eng@2018-06-02/source.pdf>
- Rwanda Law Portal (amategeko.gov.rw): Presidential Order no 60/01 of 31/12/2007 and Ministerial Order N°023/MOJ/AG/2017 on bailiffs' fees — <https://www.amategeko.gov.rw>

Mediation, conciliation and Abunzi: court-annexed mediation under the Supreme Court's Instructions N° 001/2019, conciliation at the pre-trial conference, binding conciliation under Law N° 005/2008, enforceable out-of-court settlements, mandatory pre-action steps, the Abunzi Committees and why companies cannot use them, the National ADR Policy and the unratified Singapore Convention

Reviewed 10 October 2026 · Prepared by a commercial lawyer with over 30 years' international experience · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Instructions N° 001/2019 of 05/12/2019 of the President of the Supreme Court govern court mediation in civil, commercial, labour and administrative cases: mediation is requested at filing or proposed at the pre-trial conference, a private mediator's mission may not exceed one month, communications are confidential and inadmissible as evidence, and a settlement becomes a court order bearing the enforcement formula (Articles 5, 6, 27 to 32).
- Under Articles 24 to 30 of Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, the court registrar holds a compulsory pre-trial conference (except in summary cases) and offers conciliation, and a conciliation decision is not subject to appeal and carries the enforcement formula (Article 29).
- A settlement reached in conciliation under Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters is binding and may be forcibly enforced (Article 63), and an out-of-court mediated agreement is an enforcement order under Article 241(7) of Law No 22/2018.
- The registrar refuses to register a claim without proof that an amicable-settlement step required by the contract or by law was used, or where the matter must first go to an Abunzi Committee (Article 21 of Law No 22/2018); the Supreme Court enforced a contractual pre-arbitration step in *Cheon Kwang v Government of Rwanda* (30 June 2017).
- Abunzi Committees under Law N° 37/2016 of 08/09/2016, as amended by Law N° 020/2020 of 19/11/2020, decide civil disputes including breach of contract between individuals up to RWF 3,000,000 at Cell level (Article 10), but disputes involving the State, its organs or companies with legal personality may in no way be referred to them (Article 11).
- Rwanda signed the Singapore Convention on Mediation on 28 January 2020 but had not ratified it at 10 October 2026; a ratification bill was reviewed by the Rwanda Law Reform Commission in 2024/25, and the Ministry of Justice's ADR Strategic Plan 2025-2030 provides for drafting and enacting an Alternative Dispute Resolution law.

Why mediation matters in Rwanda

Amicable settlement is not a side door in the Rwandan system; it is built into court procedure, into the Abunzi Committees that handle most small civil disputes, and into Government policy. The Ministry of Justice (MINIJUST) launched a **National Alternative Dispute Resolution (ADR) Policy** in September 2022 and published an **ADR Strategic Plan 2025-2030**, which reports 12,246 cases resolved by mediation in the courts (1,445 of them at registrars' pre-trial conferences and 950 by judges) and 24,647 disputes, 99.5% of those handled, resolved by Abunzi. The same plan records a court backlog of 62% in 2023/24 and 59% in 2024/25 and sets a target of 25% by 2029/30; a December 2025 press report put the backlog at 49%, a figure not reconciled with the plan's. One output of the plan, starting in 2025/26, is to 'draft and enact the Alternative Dispute Resolution (ADR) law'.

For an investor, three consequences follow. First, a Rwandan court will offer mediation or conciliation early in almost every commercial case, and parties are expected to engage with it. Second, a settlement reached in a court-supervised process or in statutory conciliation is directly enforceable through the bailiff system, without a new action. Third, a contractual mediation or negotiation step is enforced strictly: a claim filed without proof that the step was taken will not even be registered. The rest of this

section covers each route, the Abunzi Committees, the position for cross-border settlements and how to draft a tiered clause that works in Rwanda. Court procedure generally is in [Commercial litigation step by step](#).

Court-annexed mediation under Instructions N° 001/2019

Court mediation is governed by **Instructions N° 001/2019 of 05/12/2019 of the President of the Supreme Court governing court mediation in civil, commercial, labour and administrative cases**, published in the Official Gazette n° Special of 17/01/2020. Mediation may be requested by a party when the case is filed, or proposed by the registrar at the pre-trial conference. Three kinds of mediator are used: the court registrar, a **judge-mediator**, or an accredited private mediator. Private mediators must have completed certifying training approved by the Judiciary (Article 8), and a private mediator's mission 'shall not exceed one month' (Articles 27 to 29 and 32). The one-month limit is short by international standards; parties who want a longer process should agree it before the case is filed or use a purely private mediation.

Confidentiality is statutory. Communications made in the mediation are confidential and cannot be used as evidence in the proceedings (Articles 5 and 6), which allows a party to make a without-prejudice offer without weakening its pleaded case. A judge who acted as mediator may not then try the case (Article 30), so a failed mediation does not taint the trial bench.

If the parties settle, the settlement is recorded and becomes an **order of the court bearing the enforcement formula**; the points agreed are not re-examined (Article 30). The settlement can then be executed by a bailiff like a judgment ([Enforcing judgments and foreign judgments](#)). If the mediation fails on some points, the case continues on those points only, which can narrow a commercial dispute considerably. The Judiciary describes court mediation on its 'alternatives to trial' page.

Conciliation at the pre-trial conference

Separately from mediation, every ordinary case passes through a **pre-trial conference** (*inama ntegarubanza*) conducted by the registrar under Articles 24 to 30 of Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, as amended by Law N° 025/2021 of 12/05/2021 and Law N° 007/2023 of 22/01/2024. The conference is compulsory except in summary cases. The registrar circulates a draft report identifying the issues and the evidence, and the parties attend within 15 days of receiving it. At the conference the registrar offers **conciliation**. If the parties agree, the registrar's conciliation decision is 'not subject to appeal' and bears the enforcement formula (Article 29).

The practical point for a foreign party is preparation. The conference is the first moment at which the registrar tests whether the dispute can be settled, and the ADR Strategic Plan counts 1,445 cases settled at registrars' pre-trial conferences. A party whose representative arrives without authority to settle loses the opportunity, and a party that ignores the conference risks the sanctions for delay in Article 18 of Law No 22/2018: fines of RWF 20,000 to RWF 200,000 for a party and RWF 200,000 to RWF 500,000 for counsel. The language of the court is Kinyarwanda, although the court may sit in

another official language, a party may plead in another language through its own interpreter and written submissions to the court are in Kinyarwanda (Article 69), so authority to settle and any draft terms should be ready in a form that can be translated quickly.

Private mediation and statutory conciliation

Parties may also mediate or conciliate outside the courts. **Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters** contains a conciliation chapter alongside its arbitration rules. Conciliation proceedings are confidential (Article 58), and a settlement reached in conciliation 'shall be binding and may be forcefully enforced' (Article 63). Law No 22/2018 goes further for mediation generally: an **out-of-court mediated agreement** is listed among the enforcement orders in Article 241(7), alongside judgments and arbitral awards (Article 241(3)). An enforcement order is executed once it bears the enforcement formula (Article 242), through the voluntary and compulsory phases described in [Enforcing judgments and foreign judgments](#).

The settlement agreement should therefore be drafted as an enforceable instrument from the start: identify the parties fully, state each obligation with an amount and date, provide for acceleration on default, record that it results from mediation or conciliation, and be signed by persons with proven authority. Where the obligations are large or secured on land, the parties may also have the agreement authenticated by a notary so that its execution and the signatories' authority cannot later be disputed.

The **Kigali International Arbitration Centre (KIAC)**, established by Law N° 51/2010 of 10/01/2010, is the institution most investors will meet. Its statutory mandate is framed around arbitration ('the only competent agency for arbitration on matters related to trade in Rwanda', Article 5). Whether, and under which rules, it currently administers mediation could not be verified for this guide, because its website was not accessible. Law N° 51/2010 does allow KIAC to provide a forum for alternative dispute resolution and to use mediation or conciliation with the parties' agreement before or during an arbitration (Articles 4 and 17), but its current mediation rules, fees and mediator panel were not checked; a party choosing KIAC mediation should obtain the rules in force from the Centre and attach them to the clause or settlement protocol ([Arbitration law and KIAC](#)).

Routes to an amicable settlement compared (October 2026)

Route	Who conducts it	Time limit	Status of the settlement	Source
Court mediation	Registrar, judge-mediator or accredited private mediator	Private mediator: one month	Court order with enforcement formula; agreed points not re-examined	Instructions N° 001/2019, Articles 27 to 32
Pre-trial conciliation	Court registrar	Conference within 15 days of the draft report	Decision not subject to appeal; enforcement formula	Law No 22/2018, Articles 24 to 30

Route	Who conducts it	Time limit	Status of the settlement	Source
Statutory conciliation	Conciliator chosen by the parties	As agreed	Binding and enforceable	Law N° 005/2008, Articles 58 and 63
Out-of-court mediation	Private mediator or institution	As agreed	Enforcement order	Law No 22/2018, Article 241(7)
Abunzi Committee (Cell)	Elected Abunzi	Appeal within 30 days to the Sector committee	Decision; then appeal to Primary Court within 30 days	Law N° 37/2016, Articles 10, 25 and 27
Labour conciliation	District labour inspector, then the national inspector	Parties appear within 7 days of summons	Settlement or non-conciliation minutes before the Intermediate Court	Law N° 66/2018 and its implementing Ministerial Order
Tax amicable settlement	Rwanda Revenue Authority	Request within 30 days of the Commissioner General's decision; at most 90 days	Settlement; otherwise court within 30 days	Commissioner General Directives N° 002/2024
Investor-State amicable settlement	RDB facilitates	None fixed	Agreement; otherwise agreed arbitration or the court	Law N° 006/2021, Articles 13 and 16(4)

When an amicable-settlement step is compulsory

Article 21 of Law No 22/2018 lists the grounds on which the registrar refuses to register a claim. Three concern settlement. The registrar refuses a claim where the matter must first be heard by an **Abunzi Committee** (Article 21(16)); where a law requires amicable settlement and there is no proof that it was attempted and failed (Article 21(17)); where the claimant does not show that it used the amicable settlement or arbitration specified in the contract (Article 21(18)); and where the matter has already been resolved through arbitration on the merits (Article 21(19)). Refusal is not a judgment on the merits, but it costs time and, where a limitation period is close, can be fatal.

The Supreme Court applies contractual tiers strictly. In *Cheon Kwang v Government of Rwanda (Ministry of Agriculture)*, decided on 30 June 2017, it enforced a pre-arbitration step agreed in the contract. The reverse also holds: a party that litigates without objecting to the forum may be treated as having waived its arbitration agreement, as the Court of Appeal held in *Mukeramirimo Construction v Quality Construction* (RCOMAA 00107/2022/CA, 25 May 2023). The lesson is to document each step: the date the notice of dispute was served, the meetings held, the mediator's appointment and the date of the mediator's report or of the failure of talks.

Statute adds further compulsory steps. A taxpayer must appeal to the Commissioner General of the Rwanda Revenue Authority (RRA) before going to court, and may then request amicable settlement under Commissioner General Directives N° 002/2024 of 22/10/2024 (Tax administration, audits and disputes). A person challenging an administrative decision must first make an informal appeal to the superior authority under Article 178 of Law No 22/2018 (Regulatory, tax and public-law disputes). An individual employment dispute goes first to the employee representatives and the labour inspector, and a court may refuse a case that skipped conciliation (Workplace rules, unions and labour disputes). A dispute between an investor and a State organ over a registered investment is to be settled amicably first, with the Rwanda Development Board (RDB) facilitating (Articles 13 and 16(4) of Law N° 006/2021 of 05/02/2021 on Investment Promotion and Facilitation; Investor-State disputes and treaty protection).

The Abunzi Committees and their limits

Abunzi (mediators) are elected community members who sit in committees at Cell and Sector level. Their jurisdiction is set by Law No 37/2016 of 08/09/2016 determining organisation, jurisdiction, competence and functioning of an Abunzi Committee, as amended by Law N° 020/2020 of 19/11/2020, which changed the committees' composition and set a five-year term. A Cell committee decides civil disputes over assets and succession and 'a breach of contract between individuals' where the value does not exceed **RWF 3,000,000** (Article 10). A party dissatisfied with a Cell decision appeals to the Sector committee within 30 days, and from the Sector committee to the Primary Court within 30 days (Articles 25 and 27).

The key point for investors is Article 11: 'In no way, may disputes involving the State, its organs or associations and companies with legal personality ... be referred to an Abunzi Committee'. A company, whether Rwandan or foreign-owned, can therefore never be a party before Abunzi, and the Abunzi-first rule does not stand between a company and the courts. Disputes of companies worth up to RWF 5,000,000 go instead to the Primary Courts under the small-claims procedure, with no pre-trial conference and no appeal (Commercial litigation step by step). Abunzi matter to investors indirectly: an investor who operates as an individual trader, or whose staff, landlord or neighbours have small disputes among themselves, will meet the system, and claims between individuals within the ceiling must start there.

The ceiling may change. A December 2025 press report described a proposal to raise the Abunzi ceiling to RWF 5,000,000 in 2026; no amending law had been published in the Official Gazette at 10 October 2026, so the RWF 3,000,000 limit in Article 10 still applies.

Cross-border settlements and the Singapore Convention

The United Nations Convention on International Settlement Agreements Resulting from Mediation (the **Singapore Convention**) allows a commercial settlement reached in mediation to be enforced directly in states that have ratified it. Rwanda signed it on 28 January 2020, but the UNCITRAL status table did not record a ratification at 10 October 2026. The Rwanda Law Reform Commission reviewed a draft law approving ratification in 2024/25. Until ratification takes effect, a settlement signed abroad, or signed in Rwanda between a Rwandan company and a foreign counterparty, has no Convention route to enforcement in Rwanda.

There are workable alternatives. A settlement of a pending Rwandan case can be recorded as a court order under the court-mediation Instructions. A settlement reached in conciliation under Law N° 005/2008, or in mediation, can be enforced as an enforcement order under Article 241(7) of Law No 22/2018 once it bears the enforcement formula. Where the parties are already in arbitration, they can ask the tribunal to record the settlement as an award if the applicable rules allow it, and the award is then enforceable in Rwanda and in other New York Convention states ([Foreign arbitration and enforcing awards](#)). A settlement governed by foreign law and signed abroad, with no court or arbitral wrapper, is enforced by suing on it as a contract, which restarts the process the settlement was meant to end.

Drafting a tiered dispute clause that works in Rwanda

A multi-tier clause (negotiation, then mediation, then arbitration or the courts) is common in Rwandan commercial contracts and is enforced, so it must be precise. State who may trigger each tier and how (a written notice of dispute to a named address); fix the length of each tier in days from a verifiable event, for example 30 days of negotiation from the notice and 45 days of mediation from the mediator's appointment; name the mediation rules or institution and the appointing authority if the parties cannot agree on a mediator; and provide that either party may proceed to the next tier once the period expires, whether or not the other has participated. Without an expiry, a reluctant counterparty can argue that the condition precedent was never satisfied.

Carve out urgent relief. Rwandan courts grant interim measures through the summary procedure, ex parte provisional measures and commercial seizure, and Article 11 of Law N° 005/2008 allows court interim measures in support of arbitration; a tiered clause should state that nothing prevents a party from seeking such measures at any time. Finally, align the language: mediation in English or French is possible by agreement, but anything filed with a court will need a Kinyarwanda version. The general rules on dispute clauses and governing law are discussed in [Commercial contracts in Rwanda](#).

DECISION GUIDE

Does the dispute have to go through mediation, conciliation or Abunzi first?

A decision guide before filing a claim in Rwanda. Answer in order; the first 'yes' that applies identifies the step to take before suing.

Q1 Is the dispute between individuals only, about assets, succession or breach of contract, and worth RWF 3,000,000 or less?

Yes It must start before the Cell Abunzi Committee (Law N° 37/2016, Article 10); the registrar will refuse a court claim (Law No 22/2018, Article 21(16)).

No Continue. A company or a State body as a party takes the dispute outside Abunzi altogether (Article 11).

Q2 Does the contract require negotiation, mediation or another amicable step before proceedings?

Yes Complete and document the step, keeping proof of the notice and of the failure; otherwise the claim will not be registered (Article 21(18)).

No Continue.

Q3 Is the dispute with RRA over a tax assessment or with a public authority over an administrative decision?

Yes Appeal to the Commissioner General within 30 days, or make the informal appeal to the superior authority under Article 178 of Law No 22/2018, before going to court.

No Continue.

Q4 Is it an individual employment dispute?

Yes Refer it to the labour inspector for conciliation before the Intermediate Court labour chamber.

No Continue.

Q5 Is there an arbitration agreement?

Yes Go to arbitration (after any pre-arbitration step); a court will refer the case if asked before merits submissions (Law N° 005/2008, Article 10).

No File in the competent court; expect the registrar to offer conciliation and mediation at the pre-trial conference.

Using court-annexed mediation in a commercial case

1 Decide at filing

Ask for mediation in the claim or the defence if settlement is realistic; otherwise expect the registrar to propose it at the pre-trial conference.

2 Choose the mediator

Agree on the registrar, a judge-mediator or an accredited private mediator; check that a private mediator holds Judiciary-approved certification (Article 8).

3 Prepare authority and figures

Bring a representative with written authority to settle, a settlement range approved by head office and the documents needed to support it, translated where necessary.

4 Use confidentiality

Make offers knowing that statements in mediation are confidential and inadmissible as evidence (Articles 5 and 6).

5 Keep within the month

A private mediator's mission ends after one month; plan sessions and internal approvals around that limit.

6 Record the settlement

Draft terms with amounts, dates, default and acceleration, and have them recorded as a court order bearing the enforcement formula (Article 30).

7 Continue or enforce

If settlement is partial, the case continues on the remaining points; if the other party defaults, instruct a bailiff to execute the order.

WORKED EXAMPLE

A supplier's claim settled in court mediation

A foreign-owned packaging manufacturer in Kigali sues a Rwandan distributor in the Commercial Court in February 2027 for unpaid invoices of RWF 48,000,000. The contract has no arbitration clause and no amicable-settlement step. All figures are illustrative.

Filing	Claim filed electronically with the court fee deposit of RWF 20,000 for the Commercial Court (Ministerial Order N° 17/MOJ/AG/20 of 30/10/2020). The amount exceeds RWF 5,000,000, so the Primary Court small-claims procedure does not apply, and the distributor is a company, so Abunzi are excluded.
Mediation	At the pre-trial conference the registrar proposes mediation; both parties choose an accredited private mediator, whose mission must end within one month.
Settlement	The parties agree RWF 40,000,000 in four monthly instalments of RWF 10,000,000, with the whole balance due on any default; the discount is $\text{RWF } 48,000,000 - \text{RWF } 40,000,000 = \text{RWF } 8,000,000$, or about 16.7% of the claim.
Court order	The settlement is recorded as an order bearing the enforcement formula; the agreed points cannot be re-examined.
Default	The distributor pays the first instalment and defaults. The balance of $\text{RWF } 40,000,000 - \text{RWF } 10,000,000 = \text{RWF } 30,000,000$ becomes due at once.
Execution	A professional bailiff executes the order. The bailiff's fee is $5\% \times \text{RWF } 30,000,000 = \text{RWF } 1,500,000$, within the minimum of RWF 300,000 and maximum of RWF 15,000,000 set by Ministerial Order N° 023/MOJ/AG/2017, and is charged to the defaulting debtor.

Result

The manufacturer recovers RWF 40,000,000 within months, without a trial or appeal, against a contested claim that could otherwise have run through the Commercial Court and the Commercial High Court.

Had the contract contained a mediation tier, the manufacturer would have had to prove that it was used before the registrar registered the claim.

Bailiff travel costs are excluded from the fee scale and are charged separately.

Questions investors ask about mediation and Abunzi

Is a mediated settlement enforceable in Rwanda?

Yes. A settlement reached in court mediation becomes a court order bearing the enforcement formula under Instructions N° 001/2019, and an out-of-court mediated agreement is an enforcement order under Article 241(7) of Law No 22/2018. A settlement in conciliation under Law N° 005/2008 is binding and may be forcibly enforced (Article 63). Execution is then by a bailiff, without a new action.

How long does court mediation last?

A private mediator's mission in court mediation may not exceed one month under Instructions N° 001/2019 of the President of the Supreme Court. Mediation conducted by the registrar or a judge-mediator takes place within the court timetable, which Law No 22/2018 requires to produce a decision within six months of the case being referred to the court.

Can my company take a dispute to the Abunzi?

No. Article 11 of Law N° 37/2016 provides that disputes involving the State, its organs or companies with legal personality may in no way be referred to an Abunzi Committee. Company claims of RWF 5,000,000 or less go to the Primary Courts under the small-claims procedure; larger commercial claims go to the Commercial Court in Kigali.

What happens if I sue without using the mediation step in my contract?

The court registrar should refuse to register the claim under Article 21 of Law No 22/2018, which requires proof that a contractual amicable-settlement step was used. The Supreme Court enforced a contractual pre-arbitration step in *Cheon Kwang v Government of Rwanda* in 2017. Serve the notice, run the step for the agreed period and keep evidence.

Is what I say in mediation confidential?

In court mediation, yes: Articles 5 and 6 of Instructions N° 001/2019 make communications confidential and inadmissible as evidence, and a judge who mediated cannot try the case. Conciliation under Law N° 005/2008 is also confidential (Article 58). For private mediation, add an express confidentiality and without-prejudice clause to the mediation agreement.

Has Rwanda ratified the Singapore Convention on Mediation?

No. Rwanda signed it on 28 January 2020, and a ratification bill was reviewed by the Rwanda Law Reform Commission in 2024/25, but no ratification was recorded at 10 October 2026. Cross-border settlements should be recorded as a court order, a conciliation settlement or an arbitral award on agreed terms to be enforceable.

THE 2027 HORIZON

- The ADR Strategic Plan 2025-2030 provides for drafting and enacting an Alternative Dispute Resolution law from 2025/26; practitioners also expect separate arbitration and mediation statutes to replace Law N° 005/2008, with a review 'expected before 2027'. Watch the Rwanda Law Reform Commission and the Official Gazette for a bill.
- Ratification of the Singapore Convention, reviewed in 2024/25, would allow international mediated settlements to be enforced directly; check the UNCITRAL status table for the date of deposit and entry into force for Rwanda.
- A proposal reported in December 2025 to raise the Abunzi ceiling from RWF 3,000,000 to RWF 5,000,000 in 2026 had not been enacted at 10 October 2026.
- The plan's backlog target of 25% by 2029/30 implies more referrals to registrar conciliation and court mediation; expect registrars to press settlement harder at pre-trial conferences.
- Any revision of Instructions N° 001/2019, for example on the one-month limit for private mediators or on mediator accreditation, would be issued by the President of the Supreme Court and published in the Official Gazette.

Terms you will meet in the documents

English	Kinyarwanda	French	Meaning
Mediation; conciliation	<i>Ubwunzi</i>	<i>Médiation; conciliation</i>	A process in which a neutral person helps the parties reach a settlement; the Kinyarwanda texts use the same word for both.
Abunzi Committee	<i>Komite y'Abunzi</i>	<i>Comité des Abunzi</i>	The elected Cell or Sector committee that decides small civil disputes between individuals under Law N° 37/2016.
Pre-trial conference	<i>Inama ntegururubanza</i>	<i>Conférence préparatoire</i>	The compulsory meeting before the registrar at which issues are settled and conciliation is offered (Law No 22/2018, Articles 24 to 30).
Enforcement order	<i>Inyandikompesha</i>	<i>Titre exécutoire</i>	A judgment, award, settlement or other instrument that a bailiff may execute once it bears the enforcement formula.

English	Kinyarwanda	French	Meaning
Enforcement formula	—	<i>Formule exécutoire</i>	The standard wording added to an enforcement order that authorises its execution (Law No 22/2018, Article 242).
Judge-mediator	—	<i>Juge médiateur</i>	A judge acting as mediator under Instructions N° 001/2019, who may not then try the case.
Registrar	—	<i>Greffier</i>	The court officer who registers claims, runs the pre-trial conference and may conciliate or mediate.
Arbitration	<i>Ubukemurampaka</i>	<i>Arbitrage</i>	Binding resolution by arbitrators, the usual last tier of a multi-tier clause.
Alternative dispute resolution (ADR)	—	<i>Modes alternatifs de règlement des différends</i>	Mediation, conciliation, arbitration and other routes outside a trial, the subject of the 2022 National ADR Policy.

FOREIGN V RWANDAN INVESTOR

Court mediation, registrar conciliation and statutory conciliation apply in the same way to foreign-owned and Rwandan parties, and to EAC and COMESA nationals. The Abunzi rule turns on the type of party, not nationality: no company, Rwandan or foreign, can be a party before an Abunzi Committee. The differences are practical. A foreign party must work within the one-month limit on a private mediator's mission and the Kinyarwanda rule for court submissions, which leave little time for head-office approvals and translation. And because the Singapore Convention is not in force for Rwanda, a foreign party settling a Rwandan dispute abroad needs a court, conciliation or arbitral wrapper to make the settlement enforceable here, whereas two Rwandan parties settling a local dispute can rely directly on Article 241(7) of Law No 22/2018.

WATCH OUT FOR

- Filing a claim without proof that the contract's negotiation or mediation tier was completed: the registrar will refuse to register it.
- Tiered clauses with no expiry date for each tier, which let a reluctant counterparty argue that the condition was never met.
- Sending a representative to the pre-trial conference without written authority to settle.
- Signing a settlement with a foreign counterparty abroad on the assumption that the Singapore Convention applies in Rwanda.
- Assuming a small claim against a company can go to the Abunzi: companies are excluded, and the Primary Court small-claims route applies instead.
- Litigating without objection despite an arbitration or mediation clause, which may be treated as a waiver.

OFFICIAL SOURCES

- amategeko.gov.rw: Instructions N° 001/2019 of 05/12/2019 governing court mediation; Law No 22/2018 of 29/04/2018 as amended; Law N° 005/2008 of 14/02/2008; Law N° 37/2016 of 08/09/2016 and Law N° 020/2020 on Abunzi — <https://www.amategeko.gov.rw>
- Judiciary of Rwanda: alternatives to trial (court mediation) — <https://www.judiciary.gov.rw/alternatives-to-trial>
- Ministry of Justice: National ADR Policy and ADR Strategic Plan 2025-2030 — <https://www.minijust.gov.rw>
- UNCITRAL: status of the United Nations Convention on International Settlement Agreements Resulting from Mediation (Singapore, 2019) — https://uncitral.un.org/en/texts/mediation/conventions/international_settlement_agreements/status
- Kigali International Arbitration Centre (KIAC) — <https://kiac.org.rw>

Enforcing judgments and foreign judgments: enforcement orders and the enforcement formula under Law No 22/2018, the 30-day voluntary phase, seizure, valuation and the electronic auction after the 2021 and 2024 amendments, bailiffs and their fees, the 2026 enforcement funds account, payment by the State within six months, and exequatur of foreign judgments in the Commercial High Court and the High Court

Reviewed 10 October 2026 · Prepared by a commercial lawyer with over 30 years' international experience · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- Under Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, as amended by Law N° 025/2021 of 12/05/2021 and Law N° 007/2023 of 22/01/2024, judgments, arbitral awards (Article 241(3)) and out-of-court mediated agreements (Article 241(7)) are enforcement orders, executed once they bear the enforcement formula (Article 242).
- Execution starts with a voluntary phase of 30 days in which the debtor discloses assets and may agree terms, recorded as an enforcement order on the Database of Judgements Enforcement (Article 247); the bailiff then issues a statement of seizure within 10 working days (Article 249).
- Seized property is valued within 15 days, open to challenge by counter-valuation within 15 days, advertised within 48 hours after the challenge period ends (or after the average value is approved) and sold by electronic sealed bids on the IECMS system no earlier than 7 days after notice; bids under 75% of the reference value may be declined in the first two rounds, and the third round goes to the highest bidder (Articles 252, 253 and 255).
- A professional bailiff's fee for compulsory recovery is 5% of the debt, at least RWF 300,000 and at most RWF 15,000,000, charged to the losing party (Ministerial Order N° 023/MOJ/AG/2017 of 23/10/2017), and since Ministerial Instructions N° 001/INSTR/MOJ/AG/26 of 07/05/2026 auction proceeds pass through a dedicated account at Bank of Kigali, the bailiff requests disbursement within five days of payment, a Ministry of Justice team reviews the request within five working days, and the bank pays within 48 hours of the instruction from the President of the professional bailiffs' association (Articles 3, 5, 8 and 9).
- Final money judgments against the Government, the City of Kigali, Districts and public institutions must be paid within six months of notification, with any shortfall paid in the first six months of the next fiscal year (Article 183 of Law No 22/2018).
- A foreign judgment is enforceable only once declared enforceable by the competent Rwandan court (Article 250 of Law No 22/2018): the Commercial High Court for commercial, financial and fiscal judgments and the High Court for civil judgments (Articles 82 and 44 of Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts), on tests of public order, finality (*res judicata*) under the law of the country of origin, authenticity and respect for the rights of defence, without a reciprocity test.

What can be enforced, and the enforcement formula

Execution in Rwanda is governed by the enforcement chapter of **Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure**, which was substantially amended twice: by Law N° 025/2021 of 12/05/2021 (Official Gazette n° 18 of 17/05/2021), which reworked seizure, bailiffs and the electronic auction, and by Law N° 007/2023 of 22/01/2024 (Official Gazette n° Special Bis of 08/03/2024), which changed valuation and auction notice and repealed Article 184. Guides written before 2024 do not reflect the current valuation and auction rules.

Only an **enforcement order** (*inyandikompesha*) can be executed. Article 241 lists the instruments that qualify; for business they include final judgments and judgments declared provisionally enforceable, arbitral awards (Article 241(3)), and out-of-court mediated agreements (Article 241(7)). Settlements recorded by the court in mediation or conciliation are enforceable as court orders (Mediation, conciliation and Abunzi). A tax notice of assessment is itself an enforcement order under the tax

procedures law, and the Rwanda Revenue Authority recovers tax with its own powers (Tax administration, audits and disputes). An enforcement order is executed once it bears the **enforcement formula**, the standard wording the court adds to the instrument (Article 242).

An appeal suspends execution of a first-instance judgment unless the court ordered provisional execution (Article 159). Orders made in the summary procedure are provisionally enforceable without security, and a conciliation decision of the registrar is not subject to appeal, so both can be executed at once (Commercial litigation step by step).

The voluntary phase

Execution begins with a **voluntary phase**. The creditor, through a bailiff, notifies the debtor, who has **30 days** to pay or to agree the terms of execution with the creditor. During this phase the debtor must disclose its assets. An agreement reached is itself an enforcement order and is published on the **Database of Judgements Enforcement**, the Ministry of Justice's electronic register of execution (Article 247). For a solvent commercial debtor the voluntary phase is often where recovery ends: an instalment agreement with acceleration on default, registered as an enforcement order, saves the cost and delay of seizure and auction.

The bailiff issues a certificate of amicable execution for a fixed fee of RWF 20,000 under the bailiff fee scale. A creditor should not agree terms without asset disclosure and without a default clause, because a defaulted voluntary agreement leads straight back to compulsory execution and the debtor will have had time to move assets.

Compulsory execution: seizure, valuation and the electronic auction

If the voluntary phase fails, the bailiff draws up a **statement of seizure** within **10 working days** (Article 249). Seizure takes place in the presence of the owner or debtor and of the Executive Secretary of the Cell where the property is located (Article 217). Some property cannot be seized: Article 216 protects essential items and the protected portion of wages. Property held by third parties, including money in bank accounts and amounts owed to the debtor, and assets held by the State for the debtor, can be attached (Articles 227 and 228).

Since the 2024 amendment, seized property is **valued** by an expert from the Institute of Real Property Valuers within **15 days**; the creditor, the debtor and the owner may challenge the valuation within 15 days of notification by a counter-valuation from another expert of the Institute, and where there is a counter-valuation the bailiff approves the average of all valuations as the reference value (Article 252). The bailiff publishes the **auction notice within 48 hours** of the end of the 15-day challenge period or of the approval of the average value, on the Database of Judgements Enforcement with a photograph and the title deed of the property, and also on radio or television and in a newspaper, with a copy posted at the Cell office for immovable property; the property may not be sold until 7 days after publication (Article 253).

The auction is **electronic**, by sealed bids on the Integrated Electronic Case Management System (IECMS). Where the reference price is RWF 5,000,000 or more, bidders lodge a **bid security of 5% of the reference price** stated in the auction notice, which the successful bidder deducts from the price

and which is forfeited if it fails to pay in time (Articles 6 and 7 of Ministerial Order No 005/MOJ/AG/21 of 07/06/2021 relating to execution of enforcement orders). In the first and second rounds, a highest bid below **75% of the reference value** may be declined; in the third round the property goes to the highest bidder (Article 255, as amended in 2021). The successful bidder pays within **72 hours**. The Ministry of Justice trained non-professional bailiffs on the upgraded IECMS auction module in April 2025.

The 75% rule shapes negotiation. A debtor facing auction of a building knows that the third round can go for much less than the reference value, and a creditor knows that two rounds may pass without a sale. Both have an interest in a private sale or a settlement before the third round, and the procedure leaves time for it.

Bailiffs and what they charge

Execution is carried out by bailiffs under **Law N°12/2013 of 22/03/2013 governing the bailiff function** and Ministerial Order No 07/MOJ/AG/20 of 12/05/2020 on bailiffs' competence and forms. There are two kinds. **Professional bailiffs** belong to the Professional Bailiffs Association and are paid by fees; their appointment and discipline are regulated, and in 2024/25 orders dismissed 38 professional bailiffs and appointed 9. **Non-professional bailiffs** are public officials acting ex officio, including the Executive Secretaries of Districts, Sectors and Cells (Articles 3 and 50). A commercial creditor will usually instruct a professional bailiff, under a written mandate.

Fees follow **Ministerial Order N° 023/MOJ/AG/2017 of 23/10/2017 determining the scale of fees for professional bailiffs**. For compulsory recovery the fee is **5% of the debt**, with a minimum of RWF 300,000 and a maximum of RWF 15,000,000. A certificate of amicable execution costs RWF 20,000, and execution of an order of undetermined value costs up to RWF 1,000,000. The fee is charged to the losing party, but travel costs are excluded and agreed separately, and the creditor usually advances costs. Because the fee is capped, it falls as a percentage of large debts: on a debt of RWF 500,000,000 the 5% scale would give RWF 25,000,000, so the cap of RWF 15,000,000 applies, an effective rate of 3%.

The 2026 funds account

Ministerial Instructions N° 001/INSTR/MOJ/AG/26 of 07/05/2026 governing the management of funds arising from the execution of enforcement orders, published in the Official Gazette n° Special of 08/05/2026, require the proceeds to be paid into a dedicated account named 'PBA/Irangizwa ry'inyandikompesha' at Bank of Kigali, which is stated in the auction notice and is also given to a debtor who wishes to pay voluntarily (Article 3). Within **5 days** of payment, the professional bailiff writes to the President of the professional bailiffs' association, with a copy to the Minister of Justice, requesting disbursement and attaching the beneficiaries' identities and bank accounts, the enforcement order, the execution report and the auction records (Article 5). The President passes the request within two working days to an ad hoc team in the Ministry of Justice, which decides within **five working days** whether the funds may be released (Article 8). The President then instructs the bank, which pays within **48 hours** of receiving the instruction, and the balance after the identified beneficiaries goes to the owner of the property unless it has been validly seized (Article 9). Enforcement already under way when the Instructions came into force continues under the previous procedure (Article 13).

For creditors, this means the auction proceeds are traceable and paid on a fixed timetable; for debtors, it means the surplus on a sale above the debt is protected. A creditor should ask the bailiff for the payment instruction and the bank's confirmation, and a debtor whose property sold for more than the debt should check that the balance has been released.

Enforcing against the State and public bodies

A final money judgment against the Government, the City of Kigali, a District or a public institution 'must be paid within ... six (6) months from the time of notification', and any amount that cannot be paid from the current budget is paid in the first six months of the next fiscal year (Article 183 of Law No 22/2018). Article 184, which provided sanctions against officials who failed to execute, was repealed by Law N° 007/2023; a creditor may still ask the court to impose a **penalty payment** for delay in execution (Article 182). The Commercial Court has held that a claim to compel a public authority to execute an arbitral award falls within its jurisdiction (*ERJB v Uwamariya*, 14 December 2021).

In practice the six-month rule and the budget cycle are the creditor's main protection. A contractor or investor with a claim against a public body should serve the judgment or award formally, diarise the six-month date, and engage early with the Ministry of Justice and the debtor institution's finance department so that the amount is provided for in the next budget. Treaty awards against Rwanda follow the ICSID and New York Convention rules discussed in [Investor-State disputes and treaty protection](#).

Foreign judgments: exequatur

Under Article 250 of Law No 22/2018, judgments of foreign courts and foreign authentic deeds are not enforceable in Rwanda 'unless they are rendered enforceable by the competent Court', save where treaties provide otherwise. The competent court is fixed by **Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts**: the **Commercial High Court** hears at first instance applications for exequatur of foreign judgments in commercial, financial and fiscal matters and of foreign authentic deeds (Article 82), and the **High Court** hears exequatur of civil judgments (Article 44). The court fee deposit is RWF 40,000 in either court (Ministerial Order N° 17/MOJ/AG/20 of 30/10/2020).

The court examines four points: that the judgment does not offend **public order** or the principles of Rwandan law; that it has become final, with the force of **res judicata**, under the law of the country where it was given; that it is **authentic**; and that the **rights of defence** were respected in the foreign proceedings. There is **no reciprocity test** in the statute, so a judgment from a state that would not enforce Rwandan judgments is not refused on that ground alone; guidance suggesting that reciprocity is required is not supported by the text. The court does not re-try the merits. In *Gahiga v Fortis* (Supreme Court, 21 February 2014) exequatur was refused because the rights of defence had been breached in the foreign proceedings, which shows where foreign judgments are most exposed: service of process, notice of hearings and the opportunity to answer.

Once declared enforceable, the foreign judgment is executed like a Rwandan one, through the voluntary and compulsory phases above. No bilateral or regional treaty providing for direct enforcement of foreign judgments in Rwanda was identified for this guide. Because the foreign judgment, the proof of service and finality, and the application will in practice need Kinyarwanda versions for filing (Article 69 of Law No 22/2018), translation should be budgeted from the start.

Time limits, and choosing the forum with enforcement in mind

Law-firm commentary states that the limitation period for ordinary civil and commercial debts is five years; this could not be confirmed against the statute for this guide, and creditors should treat it as a working assumption to be checked, not as a safe margin. The enforcement procedure itself sets short internal deadlines: 30 days for the voluntary phase, 10 working days for the statement of seizure, 15 days to challenge a valuation and 7 days between notice and sale.

The comparison with arbitral awards matters at the contract stage. A foreign arbitral award is recognised under the New York Convention, to which Rwanda acceded on 31 October 2008, with Law N° 005/2008 setting a closed list of refusal grounds ([Foreign arbitration and enforcing awards](#)). A foreign court judgment passes through exequatur, which is workable but exposed to argument on service and defence rights, and an exclusive foreign-court clause may not even be given effect in Rwanda ([The court system and choice of forum](#)). For a counterparty whose assets are in Rwanda, either a Rwandan forum or arbitration usually gives a shorter path to money than a foreign judgment.

Enforcement timetable and costs (October 2026)

Stage	Rule	Source
Enforcement formula	Required before execution of any enforcement order	Law No 22/2018, Articles 241 and 242
Voluntary phase	30 days to pay or agree terms; asset disclosure; agreement published on the Database of Judgements Enforcement	Article 247
Statement of seizure	Within 10 working days; in the presence of the debtor and the Cell Executive Secretary	Articles 217 and 249
Valuation	By an Institute of Real Property Valuers expert within 15 days; challenge within 15 days; average of valuations used	Article 252 (2024)
Auction notice	Within 48 hours after the challenge period ends or the average value is approved; on the Database with photo and title deed, plus radio or TV and a newspaper; no sale for 7 days	Article 253 (2024)
Bidding	Electronic sealed bids on IECMS; 5% bid security where the reference price is RWF 5,000,000 or more; payment within 72 hours	Article 255; Ministerial Order No 005/MOJ/AG/21, Article 6
Reserve	Bids below 75% of the reference value may be declined in rounds one and two; third round to the highest bid	Article 255 (2021)
Proceeds	Paid into 'PBA/Irangizwa ry'inyandikompesha' at Bank of Kigali; bailiff requests disbursement within 5 days; Ministry of Justice team decides within 5 working days; bank pays within 48 hours of instruction	Instructions N° 001/INSTR/MOJ/AG/26, Articles 3, 5, 8 and 9
Bailiff fee	5% of the debt, minimum RWF 300,000, maximum RWF 15,000,000; amicable certificate RWF 20,000; undetermined value up to RWF 1,000,000	Ministerial Order N° 023/MOJ/AG/2017

Stage	Rule	Source
Judgment against the State	Payment within six months of notification; shortfall in the first six months of the next fiscal year	Article 183
Exequatur of a foreign judgment	Commercial High Court (commercial) or High Court (civil); court fee deposit RWF 40,000	Law No 22/2018, Article 250; Law N° 30/2018, Articles 44 and 82

From judgment to payment

1 Obtain the enforcement formula

Once the judgment is final, or provisional execution has been ordered, obtain the copy bearing the enforcement formula from the court registry.

2 Instruct a bailiff

Sign a written mandate with a professional bailiff, agree travel costs, and provide the debtor's known assets: land titles, bank accounts, vehicles, receivables.

3 Voluntary phase

The bailiff notifies the debtor, who has 30 days to pay or agree terms and must disclose assets; register any agreement as an enforcement order on the Database.

4 Seizure

If the debtor does not comply, the bailiff draws up the statement of seizure within 10 working days, in the presence of the debtor and the Cell Executive Secretary; attach bank balances and receivables held by third parties.

5 Valuation and notice

A certified valuer reports within 15 days; either party may challenge within 15 days; the auction notice is published within 48 hours after that period and the sale waits at least 7 days.

6 Electronic auction

Sealed bids on IECMS, with a 5% bid security where the reference price is RWF 5,000,000 or more; bids below 75% may be declined in the first two rounds.

7 Payment out

The buyer pays within 72 hours into the Bank of Kigali enforcement account; the bailiff requests disbursement within 5 days, a Ministry of Justice team clears the request within 5 working days, and the bank pays within 48 hours of its instruction, with the balance to the owner.

Preparing an application for exequatur of a foreign judgment

Points to assemble before filing in the Commercial High Court or the High Court.

- ☐ **Right court**
Commercial, financial or fiscal judgment: Commercial High Court (Law N° 30/2018, Article 82); civil judgment: High Court (Article 44).
- ☐ **Authentic copy**
A certified copy of the judgment, duly authenticated, so that authenticity is not in issue.
- ☐ **Finality**
Evidence that the judgment is final and has the force of res judicata under the law of the state of origin, for example a certificate of non-appeal from the foreign court.
- ☐ **Service and defence rights**
Proof that the defendant was duly served, had notice of the hearings and could answer; this is where *Gahiga v Fortis* failed.
- ☐ **Public order**
Check that nothing in the judgment, such as a penalty or an award contrary to Rwandan mandatory law, offends public order or principles of Rwandan law.
- ☐ **Translation**
Kinyarwanda versions of the application and key documents for filing, under Article 69 of Law No 22/2018.
- ☐ **Assets**
Identify assets in Rwanda before filing, and consider a provisional measure or commercial seizure to stop them being moved while exequatur is pending.

WORKED EXAMPLE

Executing a judgment against a distributor's warehouse

A Kenyan supplier holds a final Commercial High Court judgment for RWF 120,000,000 against a Rwandan distributor. The distributor does not pay in the 30-day voluntary phase, and its main asset is a warehouse in Kigali, which is unmortgaged. All figures are illustrative.

Valuation	Two valuations of RWF 190,000,000 and RWF 210,000,000 are produced; the reference value is their average: $(\text{RWF } 190,000,000 + \text{RWF } 210,000,000) \div 2 = \text{RWF } 200,000,000$.
Reserve	$75\% \times \text{RWF } 200,000,000 = \text{RWF } 150,000,000$. Bids below this may be declined in the first two rounds.

Bid security	The reference price exceeds RWF 5,000,000, so bidders lodge 5%; on the reference price stated in the notice that is $5\% \times \text{RWF } 200,000,000 = \text{RWF } 10,000,000$, deducted from the price by the successful bidder (Ministerial Order No 005/MOJ/AG/21, Articles 6 and 7).
Rounds	Round one: highest bid RWF 140,000,000, declined as below 75%. Round two: highest bid RWF 162,000,000, above the reserve, accepted; the buyer pays within 72 hours.
Bailiff fee	$5\% \times \text{RWF } 120,000,000 = \text{RWF } 6,000,000$, within the RWF 15,000,000 cap, charged to the distributor; travel costs are extra.
Distribution	RWF 162,000,000 is paid into the Bank of Kigali enforcement account. The supplier receives RWF 120,000,000, the bailiff RWF 6,000,000, and, before valuation and other costs, $\text{RWF } 162,000,000 - \text{RWF } 126,000,000 = \text{RWF } 36,000,000$ is released to the distributor.
Timing	The bailiff requests disbursement within 5 days of payment; the bailiffs' association forwards it within 2 working days; the Ministry of Justice team decides within 5 working days; the bank pays within 48 hours of its instruction, so payment out can take two to three weeks.

A registered mortgage over the warehouse would normally rank ahead of the judgment creditor; check the land register before relying on a property.

Had the third round been reached, the warehouse would have gone to the highest bid even below RWF 150,000,000.

Questions investors ask about enforcing judgments

Can I enforce a foreign court judgment in Rwanda?

Yes, once a Rwandan court declares it enforceable under Article 250 of Law No 22/2018. Commercial judgments go to the Commercial High Court and civil judgments to the High Court. The court checks public order, finality under the law of the country of origin, authenticity and respect for the rights of defence; there is no reciprocity test. The judgment is then executed through a bailiff like a Rwandan one.

How long does it take to enforce a judgment in Rwanda?

The statutory steps are short: a 30-day voluntary phase, a statement of seizure within 10 working days, valuation within 15 days, a challenge window of 15 days, auction notice within 48 hours and at least 7 days before sale, payment within 72 hours, and payment out of the enforcement account after a Ministry of Justice review, usually within two to three weeks. Contested valuations and unsuccessful auction rounds add time.

How much does a bailiff charge in Rwanda?

Under Ministerial Order N° 023/MOJ/AG/2017, a professional bailiff charges 5% of the debt for compulsory recovery, at least RWF 300,000 and at most RWF 15,000,000, plus travel costs. A certificate of amicable execution costs RWF 20,000. The fee is charged to the losing party, though the creditor usually advances costs.

Can a property be sold below its value at a court auction?

Yes, eventually. Under Article 255 of Law No 22/2018, bids below 75% of the reference value may be declined in the first two rounds of the electronic auction, but in the third round the property goes to the highest bidder. The reference value is the average of the certified valuations.

Does the Government of Rwanda pay court judgments?

Article 183 of Law No 22/2018 requires final money judgments against the Government, the City of Kigali, Districts and public institutions to be paid within six months of notification, with any shortfall paid in the first six months of the next fiscal year. Sanctions against officials were repealed in 2024, but the court may impose penalty payments for delay.

Where do auction proceeds go?

Since Ministerial Instructions N° 001/INSTR/MOJ/AG/26 of 7 May 2026, proceeds are paid into a dedicated account at Bank of Kigali. The bailiff requests disbursement within five days, a Ministry of Justice team reviews it within five working days, the bank pays within 48 hours of the instruction it receives, and the balance after the creditor and costs goes to the owner of the property.

THE 2027 HORIZON

- The 2026 funds account under Ministerial Instructions N° 001/INSTR/MOJ/AG/26 will complete its first full year in May 2027; watch for Ministry of Justice reporting on payment times and any refinement of the disbursement rules.
- A draft amendment of Law N° 30/2018 on the jurisdiction of courts was reviewed by the Rwanda Law Reform Commission in 2024/25 but had not been enacted at 10 October 2026; any change to the courts competent for exequatur would come through it.
- The ADR Strategic Plan 2025-2030 and its backlog target of 25% by 2029/30 depend in part on faster execution; further changes to the IECMS auction module and to bailiff regulation are likely, but none had been published at 10 October 2026.
- Ratification of the Singapore Convention would add a direct enforcement route for international mediated settlements alongside exequatur and the New York Convention.
- No reform of the exequatur tests in Article 250 had been announced; watch reported Supreme Court decisions for any shift on public order or service abroad.

Terms you will meet in the documents

English	Kinyarwanda	French	Meaning
Enforcement order	<i>Inyandikompesha</i>	<i>Titre exécutoire</i>	A judgment, award, settlement or other instrument listed in Article 241 of Law No 22/2018 that a bailiff may execute.
Enforcement formula	—	<i>Formule exécutoire</i>	The wording added to an enforcement order that authorises execution (Article 242).
Bailiff	<i>Umuhesha w'inkiko</i>	<i>Huissier de justice</i>	The officer, professional or non-professional, who executes enforcement orders under Law N°12/2013.
Seizure	—	<i>Saisie</i>	The attachment of a debtor's property by the bailiff, recorded in a statement of seizure.
Public auction	—	<i>Vente aux enchères publiques</i>	The sale of seized property, now by electronic sealed bids on IECMS.
Exequatur	—	<i>Exequatur</i>	A court declaration that a foreign judgment or authentic deed is enforceable in Rwanda (Article 250).
Commercial High Court	<i>Urukiko Rukuru rw'Ubucuruzi</i>	<i>Haute Cour de commerce</i>	The court that hears exequatur of foreign commercial judgments at first instance (Law N° 30/2018, Article 82).
Penalty payment	—	<i>Astreinte</i>	A sum per period of delay that a court may order to compel execution (Article 182).
Reference value	—	<i>Valeur de référence</i>	The valuation, or the average of valuations, against which auction bids are tested.

FOREIGN V RWANDAN INVESTOR

The execution procedure is the same for every creditor: a foreign company, an EAC or COMESA business and a Rwandan company all use the enforcement formula, a Rwandan bailiff, the Database of Judgements Enforcement and the IECMS auction, and pay the same fees. The difference lies in where the title comes from. A judgment of a Rwandan court is enforced directly; a judgment of a Kenyan, Ugandan, European or any other foreign court, including from an EAC Partner State, needs exequatur first, because no treaty providing for direct enforcement in Rwanda was identified. Rwandan law applies no reciprocity test, so a foreign creditor is not penalised for the attitude of its home courts. A foreign creditor also faces practical costs: Kinyarwanda filings, proof of service abroad, and the need to find and freeze assets in Rwanda before the debtor learns of the application.

WATCH OUT FOR

- Agreeing payment terms in the voluntary phase without asset disclosure or an acceleration clause.
- Missing the 15-day window to challenge a valuation that undervalues the debtor's property.
- Relying on a foreign judgment obtained without proper service on the Rwandan defendant: breach of defence rights is the classic ground for refusing exequatur.
- Assuming a reciprocity requirement and choosing the wrong forum strategy as a result; the statutory tests do not include reciprocity.
- Expecting immediate payment from a public body: the State has six months from notification, and a shortfall can roll into the next fiscal year.
- Not checking the land register for mortgages before treating a property as the source of recovery.

OFFICIAL SOURCES

- amategeko.gov.rw: Law No 22/2018 of 29/04/2018 as amended by Law N° 025/2021 and Law N° 007/2023; Ministerial Order No 005/MOJ/AG/21; Ministerial Order N° 023/MOJ/AG/2017; Ministerial Instructions N° 001/INSTR/MOJ/AG/26 — <https://www.amategeko.gov.rw>
- RwandaLII: Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts — <https://rwandalii.org/akn/rw/act/law/2018/30/eng@2018-06-02/source.pdf>
- Ministry of Justice: non-professional bailiffs trained on IECMS to enhance execution of enforcement orders (April 2025) — <https://www.minijust.gov.rw/news-detail/60-non-professional-bailiffs-trained-on-iecms-to-enhance-execution-of-enforcement-orders>
- Judiciary of Rwanda: courts structure — <https://www.judiciary.gov.rw/courts-structure>
- Integrated Electronic Case Management System (IECMS) — <https://iecms.gov.rw>

Investor-State disputes and treaty protection: amicable settlement through RDB under Articles 13 and 16 of the Investment Code, the KIAC-only rule for Government contracts, bringing a claim under Rwanda's six bilateral investment treaties in force, ICSID jurisdiction, finality and enforcement, Rwanda's record in Olyana, Bay View and Goetz, and references to the East African Court of Justice and the COMESA Court

Reviewed 10 October 2026 · Prepared by a commercial lawyer with over 30 years' international experience · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- A dispute between an investor and a State organ in connection with a registered investment is settled amicably first, then through the arbitration institution or procedure agreed in writing, and failing a written agreement by the competent court (Article 13 of Law N° 006/2021 of 05/02/2021 on Investment Promotion and Facilitation); RDB facilitates amicable settlement under Article 16(4).
- Article 14 of Ministerial Instructions No 612/08.11 of 16/04/2014 provides that 'ad-hoc' arbitration is not allowed in Government contracts and that a Government official may not agree to any international arbitration clause other than one referring to the Kigali International Arbitration Centre (KIAC), with the Minister of Justice and Attorney General deciding where a counterparty disagrees.
- Rwanda has six bilateral investment treaties in force according to UNCTAD, with Germany, the Belgium-Luxembourg Economic Union, the United States, the Republic of Korea, the United Arab Emirates and Singapore; the Korea-Rwanda treaty requires six months of consultation, a 90-day notice of intent, a claim within three years and a waiver of other proceedings, with a choice of ICSID, the ICSID Additional Facility or UNCITRAL arbitration.
- Rwanda ratified the ICSID Convention on 15 October 1979, in force from 14 November 1979; an ICSID award is binding and not subject to appeal except under the Convention (Article 53), and each Contracting State must enforce its pecuniary obligations as if it were a final judgment of its own courts (Article 54), subject to the law on State immunity from execution (Article 55).
- In *Bay View Group and Spalena v Rwanda* (ICSID ARB/18/21) the award of 30 March 2022 dismissed the claims and ordered the claimants to pay Rwanda's costs of GBP 1,312,233.10 and USD 361,783.72 plus interest; *Goetz and Aldabra v Rwanda* (ARB/24/48), registered on 1 November 2024 under the 1983 BLEU and 2017 UAE treaties, was suspended at Rwanda's request until 26 May 2026 and was listed as pending with no later entry.
- Residents of EAC Partner States may refer a Partner State's act to the East African Court of Justice within two months (Article 30 of the EAC Treaty), and the EACJ and the COMESA Court of Justice in Lusaka may also hear disputes under arbitration clauses that confer jurisdiction on them.

Three layers of protection against the State

An investor in dispute with a Rwandan ministry, agency, District or State-owned enterprise has up to three layers of protection, and the first task is to establish which apply. The **domestic layer** is open to everyone: the Investment Code's guarantees and dispute route, the administrative-law remedies against public decisions, and the Rwandan courts. The **contractual layer** exists where the investor has a contract with the State, such as a concession, public-private partnership (PPP), mining agreement or supply contract, which will almost always contain a KIAC arbitration clause. The **international layer** exists only for investors covered by a bilateral investment treaty (BIT) in force, or by a regional instrument such as the EAC Treaty, and gives access to international arbitration or to a regional court.

The layers interact. A treaty claim may require the investor to waive or discontinue local proceedings; a contract claim at KIAC does not of itself engage the treaty; and the amicable-settlement steps in the Code and in most treaties should be run together so that one negotiation satisfies both. The substantive guarantees of the Investment Code (equal treatment, protection of property, expropriation only with fair compensation, repatriation) and the full table of treaties are set out in [Investment guarantees, treaties and reporting](#); this section concentrates on how disputes are actually brought and resolved.

The Investment Code route: RDB, agreed arbitration, the courts

Article 13 of **Law N° 006/2021 of 05/02/2021 on Investment Promotion and Facilitation** (the Investment Code) applies to a dispute between an investor and a State organ 'in connection with a registered investment', meaning one covered by a Rwanda Development Board (RDB) investment certificate. The dispute is first settled amicably. Failing settlement, it goes to the arbitration institution or dispute settlement procedure agreed between the parties; where no procedure is provided in a written agreement, it goes to the competent court. RDB's role is set out separately, in Article 16(4): it facilitates 'amicable settlement of disputes that may arise between an investor and a State organ'. ([FAQ 77](#) places that role in Article 13; the correct reference is Article 16.)

In practice the RDB Investor Aftercare team is the channel for problems with land, utilities, permits, tax refunds and other agencies, and many disputes end there. An investor should put the problem to RDB in writing, with the documents, the decision complained of and the remedy sought, so that the amicable phase has a date and a record. Article 13 is not a standing offer to arbitrate: an investor without a written arbitration agreement with the State organ, and without a treaty, ends in the Rwandan courts. Challenges to administrative decisions follow the informal-appeal route and time limits in Article 178 of Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure ([Regulatory, tax and public-law disputes](#)).

Registered investors who lose their certificate have a separate, short route: written notice and ten working days to explain before cancellation, and an appeal to the Head of RDB within ten working days, decided within ten working days (Articles 22 to 24 of the Code; [RDB registration and the investment certificate](#)).

Contracts with the State: the KIAC-only rule

Government contracting is governed by **Ministerial Instructions No 612/08.11 of 16/04/2014 setting up modalities for drafting, negotiating, requesting for opinions, signing and managing contracts**, published in the Official Gazette n° 18 of 05/05/2014 and modified in 2015 and 2020 on other points. Article 14 is unchanged: "'Ad-hoc' arbitration is not allowed" and "A Government official shall not be allowed to apply any international arbitration clause except clauses relating to Kigali International Arbitration Center (KIAC)". Where the counterparty does not accept this, the Minister of Justice and Attorney General 'shall decide or negotiate'. The model clause in Annex I, as quoted in practitioner commentary, provides that disputes not settled amicably or by mediation 'shall be settled by arbitration in accordance with Kigali International Arbitration Center (KIAC) rules', leaving the number of arbitrators (one or three), the seat and the language to be chosen.

Investors in concessions, PPPs under Law N°14/2016 governing public-private partnerships and large supply contracts should therefore plan on KIAC arbitration and negotiate the open points: three arbitrators for a large contract, a seat (under the 2012 KIAC Rules the Centre fixes the seat where the parties have not), English as the language, and a clear mediation step with a time limit. Without agreement on the seat, Article 32 of Law N° 005/2008 of 14/02/2008 on arbitration and conciliation in commercial matters places an arbitration in Rwanda, where a set-aside application goes to the

Commercial High Court within 30 days and its ruling cannot be appealed ([Arbitration law and KIAC](#)). KIAC signed a cooperation agreement with the International Centre for Settlement of Investment Disputes (ICSID) in April 2019.

A KIAC award against a public body is an enforcement order in Rwanda under Article 241 of Law No 22/2018. Article 183 of that Law requires a final court decision against a public body to be paid within six months of notification; it speaks of judicial decisions, so whether the same period governs an award has not been settled, and a creditor should plan on at least six months ([Enforcing judgments and foreign judgments](#)). Where the investor also holds treaty protection, the contract claim and a treaty claim can coexist, but the treaty's waiver and fork-in-the-road terms must be checked before KIAC proceedings start.

Treaty claims: who is covered and what the treaties require

UNCTAD records six Rwandan BITs in force: with **Germany** (in force 28 February 1969), the **Belgium-Luxembourg Economic Union** (1 August 1985), the **United States** (1 January 2012), the **Republic of Korea** (16 February 2013), the **United Arab Emirates** (17 January 2020) and **Singapore** (16 October 2020). Treaties signed with South Africa, Mauritius, Morocco, Türkiye, Djibouti, Qatar, the Central African Republic, the Democratic Republic of the Congo and a second BLEU treaty (2007) are not recorded as in force. The AfCFTA Investment Protocol (2023) and the COMESA Investment Agreement (2007) are not in force. UNCTAD also lists, among treaties with investment provisions in force, a 1963 trade and investment agreement with Switzerland and the 1982 Community Investment Code of the Economic Community of the Great Lakes Countries (CEPGL); whether either gives an investor a usable dispute route should be checked in the text before relying on it. ([FAQ 76](#) predates the UAE and Singapore treaties and gives signature dates for the US and Korean treaties.)

Each treaty sets its own conditions. The **Korea-Rwanda BIT** is a representative modern text: the parties consult for **six months**; the investor serves a **90-day notice of intent** before submitting a claim; it chooses between ICSID, the ICSID Additional Facility and UNCITRAL arbitration; the claim must be brought within **three years**; and the investor must **waive** the right to pursue the same measure in other proceedings. The other treaties should be read in full before any step is taken, because consultation periods, limitation, the definition of 'investor' and 'investment', and any requirement to use local courts first differ between texts, and the 1967 German and 1983 BLEU treaties are much older texts.

Coverage depends on nationality at the relevant time. A group from a state without a BIT in force with Rwanda, such as the United Kingdom, France, China, India or Kenya, has no treaty claim unless its Rwandan investment is held through a company of a treaty state, and tribunals examine both the substance of that company and the timing of any restructuring. Rwanda's double taxation agreements give no investment protection. Structuring for protection must be done before a dispute is foreseeable ([Investment guarantees, treaties and reporting](#)).

ICSID: jurisdiction, exclusivity and finality

Rwanda signed the **ICSID Convention** on 21 April 1978, ratified it on 15 October 1979, and has been bound since 14 November 1979. ICSID's jurisdiction extends to 'any legal dispute arising directly out of an investment, between a Contracting State ... and a national of another Contracting State, which the

parties to the dispute consent in writing to submit to the Centre', and once given, consent cannot be withdrawn unilaterally (Article 25(1)). A BIT offer of ICSID arbitration, accepted by the investor's request for arbitration, supplies that written consent.

ICSID arbitration is exclusive: consent is 'deemed consent to such arbitration to the exclusion of any other remedy', unless otherwise stated, and a State may require exhaustion of local remedies as a condition of consent (Article 26). The investor's home state may not give diplomatic protection or bring an international claim while the dispute is before ICSID, unless the respondent State fails to comply with the award (Article 27(1)). The award 'shall be binding on the parties and shall not be subject to any appeal or to any other remedy except those provided for in this Convention' (Article 53(1)), namely interpretation, revision and annulment by an ad hoc committee, not review by Rwandan or any other national courts.

Investment treaty claims are expensive and slow, and the costs risk is real. In the *Bay View* case the unsuccessful claimants were ordered to pay Rwanda's costs of more than GBP 1.3 million and USD 0.36 million. A claimant should budget for advances on costs, which ICSID calls from both parties: the *Goetz* proceeding was suspended for non-payment of advances from 4 March to 20 May 2025.

Enforcing a treaty award against Rwanda

Each Contracting State 'shall recognize an award rendered pursuant to this Convention as binding and enforce the pecuniary obligations imposed by that award within its territories as if it were a final judgment of a court in that State' (Article 54(1) of the ICSID Convention). An ICSID award against Rwanda can therefore be enforced in any of the Convention's Contracting States without a review of its merits, and in Rwanda it is treated as a final judgment of a Rwandan court. Article 55 preserves each state's law on **immunity from execution**, so enforcement against State assets abroad depends on the law of the place where the assets are, and assets used for sovereign or diplomatic purposes are usually protected.

An award under the UNCITRAL Rules or the ICSID Additional Facility is not an ICSID Convention award. It is enforced under the New York Convention, to which Rwanda acceded on 31 October 2008 (in force 29 January 2009), and in Rwanda under Articles 50 and 51 of Law N° 005/2008 (Foreign arbitration and enforcing awards). Within Rwanda, an ICSID award is treated as a final judgment, so the six-month payment rule for court decisions against the Government in Article 183 of Law No 22/2018, with a shortfall paid in the first six months of the next fiscal year, is the relevant benchmark; for other awards the application of Article 183 has not been decided.

Political risk insurance is a complement to treaty rights, not a substitute. Rwanda is a member of the Multilateral Investment Guarantee Agency (MIGA), whose cover for expropriation, transfer restriction and breach of contract can be obtained before the investment is made.

Rwanda's record before ICSID

Three ICSID cases against Rwanda are on record. *Olyana Holdings v Rwanda* (ARB/10/10), a contract-based claim, was discontinued on 7 January 2011. In *Bay View Group LLC and The Spalena Company LLC v Rwanda* (ARB/18/21), brought under the United States BIT, the award of 30 March 2022 dismissed Bay

View's claims because it had made 'no material investment' and dismissed Spalena's claims on the merits, and ordered the claimants to pay Rwanda's costs of GBP 1,312,233.10 and USD 361,783.72, plus interest.

Alain Francois V. Goetz and Aldabra Limited v Rwanda (ARB/24/48) concerns a gold refinery and is brought by a Belgian national and an Emirati company under the 1983 BLEU and 2017 UAE treaties. ICSID's case page records: registration on 1 November 2024; suspension for non-payment of advances on 4 March 2025 and resumption on 20 May 2025; constitution of the tribunal on 20 August 2025; the President's resignation and a further suspension on 15 September 2025; reconstitution under a new President on 6 January 2026; and suspension at Rwanda's request until 26 May 2026 under ICSID Arbitration Rule 54(2), ordered on 26 February 2026. At 10 October 2026 the case was listed as pending with no later entry. Minerals-sector investors should follow it closely ([Sanctions, due diligence and reforms](#)).

The record carries two lessons. Rwanda defends treaty claims vigorously with international counsel and has recovered costs; and tribunals examine whether the claimant actually made an investment in Rwanda, so the documentary trail (capital inflows, share registers, RDB certificates, licences) matters as much in a treaty case as in a tax audit.

Regional courts: the EACJ and the COMESA Court

The **East African Court of Justice** (EACJ), seated in Arusha, hears references by legal and natural persons resident in an EAC Partner State challenging the legality of an Act, regulation, directive, decision or action of a Partner State as contrary to the EAC Treaty. The reference must be brought 'within two months' of the act, or of the day it came to the complainant's knowledge (Article 30 of the EAC Treaty), a short limit that should be treated as strict. The EACJ also has jurisdiction over disputes 'arising from an arbitration clause contained in a commercial contract' that confers jurisdiction on it (Article 32(c)). A protocol extending the EACJ's jurisdiction was signed on 31 January 2019, but its entry into force could not be verified for this guide. The **EAC Common Market Protocol** protects cross-border investments of EAC investors, permitting expropriation only for a public purpose, without discrimination, by due process and against prompt, reasonable and effective compensation (Article 29).

The **COMESA Court of Justice**, based in Lusaka, hears references by residents of COMESA member states challenging acts of a member state, after local remedies have been exhausted, and has jurisdiction under arbitration clauses that confer it; new Rules of Procedure were adopted in 2025. A regional reference tests the State's act against the regional treaty; it is not a substitute for a damages claim under a BIT, but a finding that a Partner State breached the Treaty can carry weight in negotiation. For an EAC or COMESA investor, which falls outside the Investment Code's definition of 'foreign investor' and usually has no BIT, these courts are the main international forum.

Routes against the Rwandan State compared (October 2026)

Route	Who can use it	Forum	Key time limits	Outcome and enforcement
Amicable settlement	Any registered investor	RDB facilitation (Code, Articles 13 and 16(4))	None fixed; document dates	Agreement; otherwise next tier
Administrative challenge	Any person affected by an administrative decision	Superior authority, then the competent court	Superior authority replies in 1 month; then 6 months to sue (Law No 22/2018, Article 178)	Annulment or damages; judgment against the State payable within 6 months
Contract arbitration	Counterparty to a Government contract	KIAC (Instructions No 612/08.11, Article 14)	As in the contract and KIAC Rules; set-aside within 30 days if seated in Rwanda	Award enforceable as an enforcement order; allow at least the 6 months Article 183 gives for court decisions
Treaty arbitration	Investors of Germany, BLEU, US, Korea, UAE or Singapore	ICSID, ICSID Additional Facility or UNCITRAL (per treaty)	Korea BIT: 6 months consultation, 90-day notice, 3-year limitation	ICSID award enforceable as a final judgment in all Contracting States; others under the New York Convention
EACJ reference	Residents of EAC Partner States	East African Court of Justice, Arusha	Within 2 months of the act or knowledge (EAC Treaty, Article 30)	Declaration of breach of the Treaty
COMESA Court reference	Residents of COMESA member states	COMESA Court of Justice, Lusaka	After exhausting local remedies	Declaration; arbitration-clause jurisdiction

DECISION GUIDE

Which route against the State?

A decision guide for an investor whose licence, land, contract or incentive has been affected by a State measure. Several routes may run together; the guide identifies the strongest starting point.

Q1 Is the investor (or a company in its ownership chain, with real substance) a national of Germany, Belgium or Luxembourg, the United States, Korea, the UAE or Singapore, and was it so before the dispute arose?

Yes Treaty arbitration may be available. Read the treaty's consultation, notice, limitation and waiver terms before starting any local proceedings, and serve a notice of dispute.

No Continue.

Q2 Is the dispute about a contract with a ministry, agency or public body?

Yes Use the contract's dispute clause, almost always KIAC arbitration after an amicable or mediation step.

No Continue.

Q3 Is the measure an administrative decision, such as a licence refusal, revocation or sanction?

Yes Make the informal appeal to the superior authority (or the regulator's own appeal route) within the time allowed, then go to court within six months if it fails.

No Continue.

Q4 Is the investor resident in an EAC Partner State and does the measure arguably breach the EAC Treaty or Common Market Protocol?

Yes Consider an EACJ reference within two months, alongside domestic remedies.

No Use RDB facilitation and, failing settlement, the competent Rwandan court under Article 13 of the Investment Code.

From grievance to treaty arbitration: a typical sequence

1 Record the measure

Obtain the written decision, its date of notification and the reasons; preserve evidence of the investment (capital inflows, registers, certificates, licences).

2 Domestic steps in parallel

Write to RDB under Article 16(4) of the Code and make any informal administrative appeal within its time limit, taking care that court proceedings do not trigger a treaty waiver or fork-in-the-road clause.

3 Notice of dispute

Serve a written notice of dispute on the Government under the treaty, starting the consultation period (six months under the Korea BIT).

4 Negotiate and diarise

Use the consultation period for settlement talks; diarise the limitation period (three years under the Korea BIT) from the trigger date the treaty specifies.

5 Notice of intent

Where the treaty requires it, serve the notice of intent (90 days before submission under the Korea BIT) identifying the claims and the relief.

6 Submit the claim

File the request for arbitration with ICSID or start UNCITRAL proceedings, with the waiver required by the treaty; budget for advances on costs.

7 Award and enforcement

An ICSID award is binding and enforceable as a final judgment in every Contracting State; within Rwanda it is treated as a final judgment, so allow for the six-month payment period of Article 183 of Law No 22/2018.

WORKED EXAMPLE

A Korean-owned processor whose operating licence is revoked

A Rwandan company wholly owned by a Korean parent with real operations in Korea holds an RDB investment certificate and a sector licence. On 15 March 2027 the regulator revokes the licence. The parent's investment is USD 12,000,000, about RWF 17,400,000,000 at an illustrative rate of RWF 1,450 per US dollar. All figures and dates are illustrative.

Domestic steps	Informal appeal to the superior authority filed on 25 March 2027; reply due within one month, by 25 April 2027. Silence means the request is considered founded under Article 178 of Law No 22/2018. RDB is asked in writing to facilitate settlement under Article 16(4) of the Code.
Treaty notice	Notice of dispute under the Korea-Rwanda BIT served on 1 April 2027; the six-month consultation period ends on 1 October 2027.
Notice of intent	Served on 1 July 2027, at least 90 days before the earliest submission date of 1 October 2027.

Limitation	Three years under the treaty; counting cautiously from the revocation, the claim should be submitted before 15 March 2030.
Choice	If the company sues in the Rwandan courts for damages over the same measure, the waiver required by the treaty would have to cover those proceedings; the parent decides to keep the domestic challenge limited to annulment and to reserve damages for the treaty claim, after checking the treaty text.
Costs exposure	If the claim failed and costs followed the event as in Bay View, the parent could face an order for Rwanda's costs; it budgets for its own costs, advances to ICSID and an adverse costs order.

Had the Korean parent held the company through a United Kingdom company, no BIT would apply, and the remedies would be domestic only.

The exchange rate is used only to give a sense of scale; treaty claims are usually pleaded in the currency of the investment.

Questions investors ask about disputes with the State

Can I take the Government of Rwanda to international arbitration?

Only if you have consent. That comes from a contract with an arbitration clause, which for Government contracts will refer to KIAC under Instructions No 612/08.11, or from a bilateral investment treaty in force offering ICSID or UNCITRAL arbitration. Article 13 of the Investment Code alone does not give consent; without contract or treaty, disputes go to the Rwandan courts.

Which investors are protected by a treaty with Rwanda?

Investors of the six states with BITs in force according to UNCTAD: Germany, Belgium and Luxembourg, the United States, Korea, the United Arab Emirates and Singapore. Treaties signed with Morocco, Türkiye, Qatar, the DRC and others are not recorded as in force. EAC residents can also use the East African Court of Justice.

Can a contract with a Rwandan ministry provide for ICC or LCIA arbitration?

Generally not. Article 14 of Ministerial Instructions No 612/08.11 of 16 April 2014 bars ad hoc arbitration and any international arbitration clause other than one referring to KIAC; the Minister of Justice decides where a counterparty disagrees. The seat, language and number of arbitrators remain negotiable.

Has Rwanda ever lost an ICSID case?

No adverse award is on record. Olyana Holdings (ARB/10/10) was discontinued in 2011, and the Bay View and Spalena claims (ARB/18/21) were dismissed in March 2022 with costs awarded to Rwanda. Goetz and Aldabra (ARB/24/48), under the BLEU and UAE treaties, was suspended until 26 May 2026 and listed as pending in October 2026.

Is an ICSID award against Rwanda enforceable?

Yes. Article 54 of the ICSID Convention requires every Contracting State to enforce the pecuniary obligations of an ICSID award as if it were a final judgment of its own courts, and Article 53 excludes appeal. Article 55 preserves State immunity from execution, so enforcement against State assets abroad depends on local law.

How long do I have to bring a case to the East African Court of Justice?

Two months. Article 30 of the EAC Treaty requires a reference by a resident of a Partner State to be brought within two months of the enactment, publication, directive, decision or action complained of, or of the day it came to the complainant's knowledge. Treat the limit as strict and file early.

THE 2027 HORIZON

- Watch the ICSID case page for *Goetz and Aldabra v Rwanda* (ARB/24/48): the suspension ran to 26 May 2026 and no later step was listed at 10 October 2026; a resumption, settlement or discontinuance will be recorded there.
- Practitioners expect a review of Law N° 005/2008 and of the 2012 KIAC Rules before 2027, which could change how KIAC arbitrations with State bodies are conducted; the KIAC-only rule in Instructions No 612/08.11 is a separate instrument and had not been amended.
- Entry into force of any of the signed BITs (Morocco, Türkiye, Djibouti, Qatar, the Central African Republic, the DRC and others) or of the AfCFTA Investment Protocol would extend treaty protection; check UNCTAD's record before relying on one.
- Ratification of the Singapore Convention, reviewed by the Rwanda Law Reform Commission in 2024/25, would make settlements reached in investor-State mediation easier to enforce.
- The status of the 2019 protocol extending the EACJ's jurisdiction should be confirmed with the EAC before relying on it.

Terms you will meet in the documents

English	Kinyarwanda	French	Meaning
Bilateral investment treaty (BIT)	—	<i>Traité bilatéral d'investissement</i>	A treaty between two states protecting each other's investors and usually offering investor-State arbitration.
Investor-State dispute settlement	—	<i>Règlement des différends entre investisseurs et États</i>	Arbitration between a foreign investor and a host state under a treaty, contract or investment law.
Amicable settlement	—	<i>Règlement à l'amiable</i>	The first stage under Article 13 of the Investment Code, facilitated by RDB under Article 16(4).

English	Kinyarwanda	French	Meaning
Kigali International Arbitration Centre (KIAC)	<i>Ikigo Mpuzamahanga cy'Ubukemurampaka cya Kigali</i>	<i>Centre international d'arbitrage de Kigali</i>	The institution established by Law N° 51/2010, the only one Government officials may choose.
Arbitration	<i>Ubukemurampaka</i>	<i>Arbitrage</i>	Binding resolution by arbitrators under a contract, institutional rules or a treaty.
Notice of intent	—	<i>Notification d'intention</i>	A treaty notice served on the State before a claim is submitted (90 days under the Korea BIT).
Waiver	—	<i>Renonciation</i>	The investor's renunciation of other proceedings over the same measure, required by some treaties before arbitration.
Immunity from execution	—	<i>Immunité d'exécution</i>	The protection of State assets from enforcement, preserved by Article 55 of the ICSID Convention.
Reference to the EACJ	—	<i>Recours devant la Cour de justice de l'Afrique de l'Est</i>	A challenge by an EAC resident to a Partner State's act, within two months under Article 30 of the EAC Treaty.

FOREIGN V RWANDAN INVESTOR

A Rwandan investor's remedies against the State are domestic: RDB facilitation, KIAC arbitration under any Government contract, and the Rwandan courts, including the administrative-law route. A foreign investor has the same domestic remedies and, if it is a national of one of the six treaty states, treaty arbitration as well, with ICSID awards enforceable abroad. An investor from an EAC or COMESA state falls outside the Investment Code's definition of 'foreign investor' and has no BIT in force with Rwanda, but it may refer a Partner State's act to the East African Court of Justice within two months or to the COMESA Court after local remedies, and EAC investors have the Common Market Protocol's protection against expropriation. A foreign group from a non-treaty state, such as the United Kingdom or France, is in the same position as a Rwandan investor unless it holds the investment through a treaty-state company with substance.

WATCH OUT FOR

- Treating Article 13 of the Investment Code as consent to international arbitration.
- Starting a damages action in the Rwandan courts before checking the treaty's waiver or fork-in-the-road clause.
- Restructuring into a treaty state after a dispute has become foreseeable, which invites an abuse-of-process objection.
- Missing the two-month limit for a reference to the East African Court of Justice.
- Relying on a BIT that is signed but not in force.
- Underestimating costs: Rwanda recovered more than GBP 1.3 million and USD 0.36 million in costs in Bay View, and ICSID suspends cases when advances are unpaid.

OFFICIAL SOURCES

- Official Gazette n° 04 bis of 08/02/2021: Law N° 006/2021 of 05/02/2021 on Investment Promotion and Facilitation (copy hosted by the Capital Market Authority) — https://cma.rw/fileadmin/user_upload/Investment-code-2021.pdf
- UNCTAD Investment Policy Hub: international investment agreements of Rwanda — <https://investmentpolicy.unctad.org/international-investment-agreements/countries/176/rwanda>
- ICSID: Goetz and Aldabra v Rwanda (ARB/24/48), case details and procedural history — <https://icsid.worldbank.org/cases/case-database/case-detail?CaseNo=ARB/24/48>
- ICSID: Convention on the Settlement of Investment Disputes between States and Nationals of Other States — <https://icsid.worldbank.org/sites/default/files/ICSID%20Convention%20English.pdf>
- East African Court of Justice: jurisdiction under the EAC Treaty — https://www.eacj.org/?page_id=33
- amategeko.gov.rw: Ministerial Instructions No 612/08.11 of 16/04/2014 on Government contracts — <https://amategeko.gov.rw>

Regulatory, tax and public-law disputes: the informal appeal and six-month rule for administrative decisions, tax appeals to the Commissioner General and the Commercial Court, competition decisions and the new Independent Appeal Committee under Law N° 011/2026, RURA sanctions, procurement review before the Independent Review Panel, the Ombudsman and review for injustice, and dispute resolution for KIFC entities

Reviewed 10 October 2026 · Prepared by a commercial lawyer with over 30 years' international experience · Legal and tax information, not legal advice · [How we check](#) · [Open in the app](#)

WHAT YOU NEED TO KNOW

- A person challenging an administrative decision first makes an informal appeal to the authority's superior, which must reply within one month, failing which the request is considered founded, and may then sue within six months (Article 178 of Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure); the High Court annuls acts of the President, Ministers and other listed authorities (Article 47 of Law N° 30/2018 of 02/06/2018 as amended by Law N° 041/2024 of 19/04/2024).
- A tax assessment is appealed to the Commissioner General of the Rwanda Revenue Authority (RRA) within 30 days; the appeal is deemed well-founded if no decision is given within 30 days, extendable by 30; the taxpayer may then request amicable settlement under Commissioner General Directives N° 002/2024 of 22/10/2024 or sue in the Commercial Court within 30 days (Articles 51 to 56 of Law N° 020/2023 of 31/03/2023 on tax procedures).
- Under Law N° 011/2026 of 26/02/2026 relating to competition and consumer protection, in force since 4 March 2026, a decision of the competition authority may be referred back for reconsideration within 30 days, then appealed to the new Independent Appeal Committee within 30 days and to court within 30 days, without automatic suspension (Articles 62 to 65); fines for anti-competitive conduct may reach 5% of the preceding year's turnover (Article 66).
- Under Law N° 031/2022 of 21/11/2022 governing public procurement, a bidder requests review by the procuring entity within 7 days and may appeal to the Independent Review Panel within 7 days of its decision, which decides within 15 days, extendable by 15 (Articles 48 and 49), on payment of an appeal fee of RWF 50,000 to RWF 500,000 according to the bid value (Article 174 of Ministerial Order N° 001/23/10/TC of 10/10/2023).
- A party sanctioned by the Rwanda Utilities Regulatory Authority (RURA) 'may file a case to the competent court' (Article 47 of Law N°09/2013 of 01/03/2013 establishing RURA), and the Office of the Ombudsman, governed by Law N° 54/2021 of 29/08/2021, may ask the President of the Supreme Court to review a final judgment vitiated by injustice (Article 54 of Law N° 30/2018).
- The Kigali International Financial Centre (KIFC) has no court, tribunal or dispute rules of its own: disputes of KIFC entities go to the Rwandan courts, to the Kigali International Arbitration Centre (KIAC) or to foreign arbitration, and regulatory decisions affecting them follow the general administrative route.

The general rule: informal appeal first, then court

Public-law disputes in Rwanda share a common structure: an internal or hierarchical review first, then a specialist appeal body where one exists, then the courts. The default rule for any **administrative decision** is Article 178 of **Law No 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure**. Before suing, the person affected makes an **informal appeal** to the authority above the one that took the decision. The superior authority must reply within **one month**; if it does not, the request is 'considered as founded'. If the reply is unsatisfactory, the person has **six months** to bring the case to court. The registrar refuses a claim filed without the informal appeal where the law requires it, so the first step is not optional.

Jurisdiction is set by **Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts**. Article 47, as amended by Law N° 041/2024 of 19/04/2024, gives the **High Court** first-instance jurisdiction to annul acts of the President, Ministers and other listed authorities, and the Intermediate Courts have specialised administrative chambers for other administrative matters (The court system and choice of forum). For business, Article 81 adds that the **Commercial Court** hears fiscal cases, taxes and duties, EAC customs tax, competition and consumer protection, 'administrative contracts' relating to business affairs and 'cases related to public tenders'. A regulatory dispute with a commercial element therefore often goes to the Commercial Court in Kigali, with appeal to the Commercial High Court.

Many regulators have their own statutory first step, which replaces or precedes the Article 178 route: the Commissioner General for tax, reconsideration and the Independent Appeal Committee for competition, the procuring entity and the Independent Review Panel for procurement, the Head of RDB for investment certificates. The rest of this section takes them in turn. Where a special statute is silent, Article 178 applies.

Tax disputes

Tax disputes follow **Law N° 020/2023 of 31/03/2023 on tax procedures**, covered in detail in Tax administration, audits and disputes. In outline: the taxpayer appeals to the **Commissioner General** of the Rwanda Revenue Authority (RRA) within **30 days** of the notice of assessment or fine, through the e-tax appeal module (Articles 51 and 52); paying the undisputed part suspends collection of the rest; the Commissioner General decides within 30 days, extendable once by 30, and if no decision is given in time the appeal is **deemed to be well-founded** (Article 53). Documents not produced during the audit are generally inadmissible on appeal (Article 57), so the reply to the draft rectification note is where the case is won or lost.

After the Commissioner General's decision the taxpayer has two options, each within **30 days**. It may request **amicable settlement** under Commissioner General Directives N° 002/2024 of 22/10/2024 on amicable settlement of tax related disputes, published in the Official Gazette n° 45 of 04/11/2024, paying 25% of the principal tax in dispute or giving security, in a procedure that lasts no more than 90 days; if settlement fails, it may sue within 30 days of the failure. Or it may go directly to the **Commercial Court**, which has jurisdiction over taxes and duties under Article 81 of Law N° 30/2018 (Article 56). Filing in court does not suspend payment: RRA may recover the tax unless the Commissioner General suspends recovery on request. Interest on any refund after a successful challenge is paid at the National Bank of Rwanda (BNR) interbank rate.

Customs disputes are different: they follow the review and appeal procedure of the East African Community Customs Management Act rather than Law N° 020/2023 (Customs and EAC trade). Decentralised taxes (property tax, trading licence tax and rental income tax) are assessed and collected by RRA under Law N° 048/2023 with their own rules on interest and penalties. Whether an investment treaty protects against a tax measure depends on the treaty's text, and treaties often carve out or limit tax measures (Investor-State disputes and treaty protection).

Competition and consumer protection: the 2026 Independent Appeal Committee

Law N° 011/2026 of 26/02/2026 relating to competition and consumer protection, published in the Official Gazette n° Special of 04/03/2026 and in force on that date, repealed Law n° 36/2012 of 21/09/2012. The law calls the enforcing body 'the Regulatory Authority'; in practice it is the **Rwanda Inspectorate, Competition and Consumer Protection Authority (RICA)**, which receives merger notifications through IremboGov and investigates cartels and abuse of dominance. Its decisions that a business may want to challenge include merger prohibitions or conditions (decided within 45 days of a complete notification, extendable once by 15 days, with deemed approval if the deadline is missed: Article 14), call-in of completed mergers within 12 months (Article 11(3)), interim measures (Article 56), and fines (Merger control and competition law).

The fines are significant. Cartels, abuse of dominance, breach of merger conditions and failure to notify are punishable by a fine **not exceeding 5% of the preceding year's annual turnover** (Article 66). Consumer-protection, e-commerce and obstruction faults carry banded fines of RWF 30,000 to RWF 500,000, and selling sub-standard goods RWF 100,000 to RWF 5,000,000, doubled for a repeat within two years and quadrupled for a third (Article 67).

The 2026 law introduces a three-step challenge. A party first asks the Regulatory Authority to **reconsider** its decision within **30 days**, and the Authority replies within 30 days. If dissatisfied, the party appeals within 30 days to the new **Independent Appeal Committee** established by Article 64, and from the Committee's decision it may go to court within 30 days. None of these steps automatically suspends the decision unless the Independent Appeal Committee or the court orders suspension (Article 63(4)), so a party facing a fine or an order to unwind a transaction should apply for suspension expressly. If the Authority does not answer a request for reconsideration in time, the party may go to the Committee within 30 days after the deadline expires (Article 63(1)), and a decision not appealed in time becomes final and enforceable (Article 65). The Committee's organisation and functioning are to be set by Ministerial Order, which had not been located at 10 October 2026; until it is published, a party should file its appeal within the 30 days in the form the law allows and keep proof of filing, so that the time limit is protected whatever procedure the Order later sets.

Regional authorities add a further layer. The COMESA Competition and Consumer Commission and the EAC Competition Authority have their own merger regimes and enforcement powers, with their own review procedures; a transaction caught by both a regional and the Rwandan regime may face parallel decisions.

RURA and the regulated utilities

The **Rwanda Utilities Regulatory Authority (RURA)**, established by **Law N°09/2013 of 01/03/2013**, licenses and regulates utilities including telecommunications and ICT, energy, transport and downstream petroleum (the last under Prime Minister's Order N° 131/03 of 10/05/2016), and monitors technical and safety aspects of Lake Kivu methane. It issues licences, sets tariffs, may issue **prohibition notices** and impose fines. A party dissatisfied with a RURA decision 'may file a case to the competent court' (Article 47).

The RURA law does not set a separate statutory appeal body, so the general route applies: an informal appeal to the authority above the decision-maker under Article 178 of Law No 22/2018, then court within six months, with the Commercial Court competent where the dispute concerns an administrative contract on business affairs, and the High Court where annulment of a ministerial act is sought. Licensees should check their licence and the sector regulations for any internal reconsideration step and its time limit, which may be shorter. Sector-specific licensing for energy, ICT and petroleum is discussed in the sector chapters, for example [Petroleum and Lake Kivu methane](#).

Public procurement: review, the Independent Review Panel and sanctions

Public tenders are governed by **Law N° 031/2022 of 21/11/2022 governing public procurement** and **Ministerial Order N° 001/23/10/TC of 10/10/2023 establishing regulations governing public procurement**, under the oversight of the Rwanda Public Procurement Authority (RPPA), with tenders run through the national e-procurement system. A bidder that considers it has been wronged first submits a **request for review** to the procuring entity within **7 days** of the occurrence of the reason for the request, such as notification of the evaluation result; the head of the entity must suspend the procurement and decide within 7 days (Article 48). If the entity does not decide in time or the bidder is dissatisfied, the bidder may appeal to the **Independent Review Panel**, a body of at least 11 members (Article 21), within **7 days** of notification of the decision on review; the appeal suspends the procurement, and the Panel decides within **15 days**, extendable by up to 15 days (Article 49). Court proceedings follow in the Commercial Court, which hears 'cases related to public tenders' under Article 81 of Law N° 30/2018.

An appeal to the Panel carries a fee under Article 174 of the Ministerial Order, graded by the value of the bid: **RWF 50,000** where the bid is RWF 20,000,000 or less, **RWF 100,000** up to RWF 300,000,000, **RWF 300,000** up to RWF 1,000,000,000, and **RWF 500,000** above that. The fee is non-refundable and, under Article 174(4), applies only to appeals against bid evaluation results. These are among the shortest deadlines in Rwandan public law; a foreign bidder should have local counsel and Kinyarwanda or English drafts ready before the award is notified.

Sanctions against bidders and contractors, such as debarment, follow a separate route: a request for **reconsideration** within 7 days, decided within 45 days, and then court within 30 days (Articles 154 and 155). Article 156 imposes a penalty for delay in performance of one per thousand of the total value of the procurement contract for each day of delay, capped at 5% of the contract value; when the penalty reaches 5% the contract may be terminated, and for framework contracts the percentage is calculated on the purchase order or terms of reference. Complaints in public-private partnership procurement have their own timetable under Law N°14/2016 governing public-private partnerships: within 7 days, decided within 15 days (Article 22). Disputes under a signed Government contract, as opposed to the tender, go to KIAC arbitration under the contract's clause ([Investor-State disputes and treaty protection](#)).

Other regulators and statutory appeals

Several other decisions that matter to investors have their own appeal routes, set out in the chapters that cover them. An **investment certificate** may be cancelled only after written notice and ten working days to explain, with an appeal to the Head of the Rwanda Development Board (RDB) within ten working days, decided within ten working days (Articles 22 to 24 of Law N° 006/2021 of 05/02/2021 on Investment Promotion and Facilitation; RDB registration and the investment certificate). An **expropriation** decision may be reviewed on application within 30 days, the valuation objected to within 7 days, and court proceedings brought within 15 days, under Law N° 32/2015 of 11/06/2015 relating to expropriation in the public interest (Expropriation and compensation). An opposition decision on a trade mark is appealed to the Appeal Committee within 30 days under the intellectual property law (The IP law and trademarks). A tax agent suspended by the Commissioner General may appeal to the Minister within 15 days.

Decisions of the National Bank of Rwanda (BNR), the Capital Market Authority (CMA), the National Cyber Security Authority (NCSA) as data protection supervisor, and the Rwanda Mines, Petroleum and Gas Board (RMB) are challenged under their own statutes where these provide a route, and otherwise under Article 178 of Law No 22/2018. Before reacting to any adverse decision, identify which statute governs, what the first step is, to whom it is addressed and how many days it allows; the deadlines in the table below range from 7 days to six months.

The Ombudsman and review of judgments for injustice

Rwanda allows exceptional review of final judgments. The **Supreme Court** reviews final judgments 'vitiated by injustice' on a reasoned application filed within 30 days (Articles 53 to 58 of Law N° 30/2018); it does not hear ordinary commercial appeals. Under Article 54, the persons who may ask the President of the Supreme Court for such a review include the **Office of the Ombudsman**, which is governed by Law N° 54/2021 of 29/08/2021. A party that has exhausted ordinary appeals and considers that a final judgment is manifestly unjust may therefore petition the Ombudsman to request review, as well as applying directly where the law allows it.

Injustice review is narrow, and it is not a substitute for a timely appeal. It is best understood as a safety valve for clear injustice, not as a further instance. The Office of the Ombudsman also has anti-corruption functions (FAQ 88), and complaints of improper conduct by officials, including requests for bribes in licensing or procurement, can be raised with it; the related compliance duties of businesses are covered in Anti-money-laundering and sanctions compliance.

The Kigali International Financial Centre

Unlike the Dubai International Financial Centre or the Astana International Financial Centre, the **Kigali International Financial Centre (KIFC)** has no court, tribunal or procedural rules of its own. Its website promises 'an independent dispute resolution mechanism' but names none, and its fund FAQ states that international dispute resolution 'would be enforceable in Rwanda' under the New York Convention. No KIFC forum was identified for this guide.

In practice, therefore, disputes between KIFC entities and their counterparties go to the Rwandan courts (the Commercial Court and Commercial High Court for commercial and financial matters), to arbitration at KIAC, or to arbitration seated abroad, whose awards are recognised in Rwanda under the New York Convention since 29 January 2009 ([Foreign arbitration and enforcing awards](#)). Fund documents, shareholder agreements and service contracts of KIFC vehicles should contain a carefully drafted arbitration clause. Regulatory decisions affecting KIFC entities, for example by BNR or the CMA, follow the general administrative route in this section. The KIFC regime itself is described in [Kigali International Financial Centre](#).

Appeal routes against public decisions (October 2026)

Decision	First step and time limit	Appeal body	Court	Source
Any administrative decision (default)	Informal appeal to the superior authority; reply within 1 month or deemed founded	None	Within 6 months; High Court for acts of the President, Ministers and listed authorities	Law No 22/2018, Article 178; Law N° 30/2018, Article 47 (2024)
Tax assessment or fine	Appeal to the Commissioner General within 30 days; decision in 30 + 30 days or deemed well-founded	Optional amicable settlement within 30 days (25% or security; up to 90 days)	Commercial Court within 30 days	Law N° 020/2023, Articles 51 to 56; Directives N° 002/2024
Competition decision or fine	Reconsideration within 30 days; reply within 30 days	Independent Appeal Committee within 30 days	Within 30 days; no automatic suspension	Law N° 011/2026, Articles 62 to 65
RURA sanction or prohibition notice	Informal appeal under the general rule; check licence terms	None set by the RURA law	Competent court	Law N°09/2013, Article 47
Tender decision	Request for review to the procuring entity within 7 days; decision in 7 days	Independent Review Panel within 7 days; decision in 15 + 15 days; fee RWF 50,000 to 500,000	Commercial Court	Law N° 031/2022, Articles 48 and 49; MO N° 001/23/10/TC, Article 174
Procurement sanction (e.g. debarment)	Reconsideration within 7 days; decision within 45 days	None	Within 30 days	Law N° 031/2022, Articles 154 and 155
Cancellation of an investment certificate	Explanation within 10 working days of notice	Head of RDB within 10 working days; decision in 10 working days	Competent court	Law N° 006/2021, Articles 22 to 24

Decision	First step and time limit	Appeal body	Court	Source
Expropriation	Review within 30 days; valuation objection within 7 days	None	Within 15 days	Law N° 32/2015
Final judgment vitiated by injustice	Reasoned application within 30 days; the Ombudsman may also request review	President of the Supreme Court	Supreme Court	Law N° 30/2018, Articles 53 to 58

DECISION GUIDE

Which route for this decision?

A decision guide for a business that has received an adverse decision from a public body. Answer in order and act on the first 'yes'; then calendar the deadline the same day.

Q1 Is it a tax assessment or tax fine from RRA?

Yes Appeal to the Commissioner General through e-tax within 30 days and pay the undisputed part; customs decisions follow the EAC Customs Management Act instead.

No Continue.

Q2 Is it a decision in a public tender, or a debarment?

Yes Request review by the procuring entity within 7 days (sanctions: reconsideration within 7 days), then the Independent Review Panel within 7 days.

No Continue.

Q3 Is it a merger, cartel, dominance or consumer decision of the competition authority?

Yes Ask for reconsideration within 30 days, then appeal to the Independent Appeal Committee within 30 days; apply for suspension expressly.

No Continue.

Q4 Does a sector statute, licence or the Investment Code give its own appeal (RDB certificate, expropriation, IP office, financial regulator)?

Yes Follow that route and its time limit, which may be as short as 7 or 10 working days.

No Make an informal appeal to the superior authority under Article 178 of Law No 22/2018, then sue within six months.

Challenging a regulatory decision: the working sequence

1 Day 0: log the decision

Record the date of notification, the authority, the legal basis cited and the operative part; request the reasons in writing if they are missing.

2 Identify the route

Find the statute that governs the decision and the first step it requires; the default is the Article 178 informal appeal.

3 Protect the deadline

File the first-step appeal within the time allowed (7 days for procurement, 30 days for tax and competition), through the required channel, and keep proof of filing.

4 Ask for suspension

Where the statute provides no automatic suspension, ask for it expressly; for tax, pay the undisputed part to suspend collection.

5 Use deemed decisions

Diarise the authority's own deadline: silence after one month under Article 178, or after 30 + 30 days for tax appeals, counts in the applicant's favour.

6 Appeal body

Take the case to the specialist body where one exists: the Independent Review Panel, the Independent Appeal Committee or the Head of RDB.

7 Court

File in the competent court within the time limit (30 days for tax and competition, six months under Article 178), in Kinyarwanda, with all evidence produced earlier.

WORKED EXAMPLE

A foreign contractor challenges a tender award

A foreign engineering firm registered in Rwanda bids RWF 250,000,000 in a District's tender for a water project. The District notifies the award to a competitor on Tuesday 2 March 2027, rejecting the firm's bid for a missing document that the firm says was uploaded. All figures and dates are illustrative.

Request for review	Filed with the District within 7 days, by 9 March 2027 (Article 48 of Law N° 031/2022).
District decision	Due within 7 days, by 16 March 2027. The District confirms the rejection.
Appeal to the Independent Review Panel	Filed within 7 days, by 23 March 2027 (Article 49).

Appeal fee	The bid of RWF 250,000,000 is above RWF 20,000,000 and not above RWF 300,000,000, so the fee is RWF 100,000 (Article 174 of Ministerial Order N° 001/23/10/TC). For a bid of RWF 350,000,000 it would have been RWF 300,000.
Panel decision	Due within 15 days, by 7 April 2027, or by 22 April 2027 if extended by 15 days.
Value at stake	If the firm's margin on the contract is 12%, the contract is worth 12% × RWF 250,000,000 = RWF 30,000,000 of margin, against an appeal fee of RWF 100,000 and counsel's fees.
Court	If the Panel rejects the appeal, the firm may bring the case to the Commercial Court, which hears cases related to public tenders (Law N° 30/2018, Article 81).

Dates are counted here as calendar days; check the computation rule in the law and the bidding document before relying on a deadline.

The firm keeps the e-procurement upload log as evidence; documents produced late are a common ground of dispute.

Had the District signed the contract and the dispute concerned performance, the contract's KIAC clause, not the procurement review route, would govern.

Questions investors ask about challenging public decisions

How do I challenge a government decision in Rwanda?

Under Article 178 of Law No 22/2018, first make an informal appeal to the authority above the decision-maker, which must reply within one month; if it does not, the request is considered founded. If the reply is unsatisfactory, sue within six months. Special statutes, such as those on tax, competition and procurement, set their own first steps and shorter deadlines.

What happens if RRA does not decide my tax appeal?

The appeal is deemed well-founded. Under Article 53 of Law N° 020/2023, the Commissioner General must decide within 30 days of receiving the appeal, extendable once by 30 days with notice; silence after that means the taxpayer succeeds on the disputed amount. Keep proof of the filing date from the e-tax appeal module.

How do I appeal a competition decision in Rwanda?

Under Law N° 011/2026, ask the competition authority to reconsider within 30 days; it replies within 30 days. Then appeal to the Independent Appeal Committee within 30 days, and to court within 30 days of the Committee's decision. Appeals do not automatically suspend the decision, so ask for suspension expressly.

How long do I have to challenge a public tender decision?

Seven days. Under Article 48 of Law N° 031/2022, a bidder requests review by the procuring entity within 7 days, and the entity decides within 7 days; an appeal to the Independent Review Panel follows within 7 days, decided within 15 days (extendable by 15), with a fee of RWF 50,000 to RWF 500,000 by bid value.

Does the KIFC have its own court or arbitration centre?

No. KIFC promises an independent dispute resolution mechanism but no KIFC court, tribunal or rules had been identified at 10 October 2026. Disputes of KIFC entities go to the Rwandan Commercial Court, to KIAC or to arbitration abroad, whose awards are enforceable in Rwanda under the New York Convention.

Can I appeal a RURA decision?

Yes. Article 47 of Law N°09/2013 establishing RURA provides that a dissatisfied party may file a case in the competent court. The RURA law sets no separate appeal body, so the general informal-appeal step under Article 178 of Law No 22/2018 and its six-month limit should be followed, together with any reconsideration step in the licence or sector regulations.

THE 2027 HORIZON

- The Ministerial Order organising the Independent Appeal Committee under Article 64 of Law N° 011/2026, and RICA Regulations on merger thresholds, fees, leniency and settlement, were pending at 10 October 2026; their publication will fix how competition appeals are filed and heard.
- A draft amendment of Law N° 30/2018 on the jurisdiction of courts, reviewed by the Rwanda Law Reform Commission in 2024/25, had not been enacted; it could reallocate administrative and commercial jurisdiction.
- The ADR Strategic Plan 2025-2030 includes an Alternative Dispute Resolution law, which could extend mediation to administrative and regulatory disputes.
- Tax disputes: Ministerial Orders of 24 September 2026 on electronic invoicing and certified financial statements will generate new audit findings and fines in 2027, and therefore new appeals under Law N° 020/2023.
- KIFC: watch for any announcement of a dedicated dispute resolution mechanism; none had been published at 10 October 2026.

Terms you will meet in the documents

English	Kinyarwanda	French	Meaning
Administrative decision	—	<i>Décision administrative</i>	An act of a public authority affecting a person, challengeable under Article 178 of Law No 22/2018.

English	Kinyarwanda	French	Meaning
Informal appeal	—	<i>Recours gracieux</i>	The compulsory first appeal to the superior authority before an administrative case is filed.
Annulment	—	<i>Annulation</i>	A court order setting aside an administrative act, for acts of the President and Ministers by the High Court.
Commissioner General	<i>Komiseri Mukuru</i>	<i>Commissaire Général</i>	The head of RRA, who decides tax appeals within 30 days, extendable by 30.
Amicable settlement	—	<i>Règlement à l'amiable</i>	The post-appeal tax procedure under Directives N° 002/2024: 25% of principal or security, up to 90 days.
Commercial Court	<i>Urukiko rw'Ubucuruzi</i>	<i>Tribunal de commerce</i>	The court for tax, competition, public tender and business administrative-contract cases (Law N° 30/2018, Article 81).
Public procurement	—	<i>Marchés publics</i>	Purchasing by public bodies under Law N° 031/2022, with review by the Independent Review Panel.
Regulatory Authority	—	<i>Autorité de régulation</i>	The term Law N° 011/2026 uses for the competition and consumer protection authority.
Review for injustice	—	<i>Révision pour cause d'injustice</i>	Exceptional Supreme Court review of a final judgment, which the Ombudsman may request (Law N° 30/2018, Articles 53 to 58).

FOREIGN V RWANDAN INVESTOR

The appeal routes in this section do not distinguish between foreign-owned, EAC or COMESA and Rwandan businesses: the same deadlines, appeal bodies, fees and courts apply to all. The differences are practical and, in some cases, international. Short deadlines (7 days in procurement, 30 days in tax and competition) leave a foreign group little time for head-office approvals, and filings in court must be in Kinyarwanda. A foreign investor from one of the six treaty states may in addition have a treaty claim if a regulatory measure is arbitrary, discriminatory or expropriatory, though treaties often carve out or limit tax measures; an EAC resident may refer a measure contrary to the EAC Treaty to the East African Court of Justice within two months. Transactions with a regional dimension may also face COMESA or EAC competition review alongside RICA.

WATCH OUT FOR

- Going straight to court without the informal appeal or the statutory first step: the registrar will refuse the claim.
- Underestimating the 7-day limits for procurement review and appeal: the request for review runs from the occurrence of the reason for it, and the appeal from notification of the decision on review.
- Assuming an appeal suspends a competition decision or a tax assessment: under Law N° 011/2026 there is no automatic suspension, and tax is recoverable once the case is in court.
- Holding back evidence in a tax audit for use on appeal: new documents are generally inadmissible under Article 57 of Law N° 020/2023.
- Waiting for the Ministerial Order on the Independent Appeal Committee before appealing: file within the 30 days regardless.
- Assuming KIFC status brings a special forum: disputes go to the ordinary courts, KIAC or foreign arbitration.

OFFICIAL SOURCES

- Rwanda Revenue Authority: Law N° 020/2023 of 31/03/2023 on tax procedures — https://www.rra.gov.rw/fileadmin/user_upload/NEW_TAX_PROCEDURES_LAW_2023.pdf
- RICA: Official Gazette n° Special of 04/03/2026, Law N° 011/2026 of 26/02/2026 relating to competition and consumer protection — <https://rica.gov.rw/default-7e8652fad5/laws>
- amategeko.gov.rw: Law No 22/2018 (Article 178); Law N° 031/2022 and Ministerial Order N° 001/23/10/TC on public procurement; Law N°09/2013 establishing RURA; Law N° 54/2021 on the Ombudsman — <https://www.amategeko.gov.rw>
- RwandaLII: Law N° 30/2018 of 02/06/2018 determining the jurisdiction of courts — <https://rwandalii.org/akn/rw/act/law/2018/30/eng@2018-06-02/source.pdf>
- Kigali International Financial Centre: legal framework in Rwanda — <https://kifc.rw/legal-framework-in-rwanda/>
- Rwanda Utilities Regulatory Authority (RURA) — <https://www.rura.rw>