

Fast and Furious: The ICC's New "Highly Expedited Arbitration"

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In March, the International Chamber of Commerce (ICC) approved a new version of its Arbitration Rules. The new rules have come into force on June 1, 2026 and will apply to requests for arbitration submitted from that date onward. One of the changes introduced by the new Rules stands out for its practical appeal: Highly Expedited Arbitration (HEA).

Since 2017, the ICC has offered an expedited procedure designed to produce an award within six months, with a sole arbitrator, no Terms of Reference, and enhanced powers for the arbitral tribunal to limit the production of evidence. The original expedited arbitration provisions apply automatically to lower-value disputes (from June 2026, below USD 4 million) and may also be applied, by agreement of the parties, to higher-value cases.

The introduction of Highly Expedited Arbitration (HEA) pushes that logic further. It applies only where the parties expressly opt in. The procedure front-loads the presentation of evidence and arguments, favors a document-only process with no hearing, and, if the parties agree, permits the issuance of an unreasoned award – a sensitive feature, discussed further below. A sole arbitrator will either be agreed on by the parties within twenty days or appointed by the Court, and the final award is to be rendered within three months of the initial case management conference.

The decision to introduce an even faster track for arbitral proceedings is supported by empirical data. Expedited arbitration has been used with increasing frequency, reflecting a clear market demand for faster dispute resolution, even at the expense of more extensive evidentiary proceedings. The ICC's 2026 report, Expedited Procedure Provisions – Eight Years On, illustrates this trend: in 79% of reported cases there was no document production phase, in approximately 94% no expert reports were submitted, and in nearly half no hearing was held.

Highly Expedited Arbitration builds on this trend by taking the push for greater efficiency a step further and introducing a procedure designed to deliver a final resolution even faster. Whether that promise will be borne out in practice, however, will only become clear as data on the use of HEA emerges in the coming years.

This raises an important question: if expedited arbitration already meets the usual demand for a faster procedure, what types of disputes is HEA intended to address? The point matters because a three-month process, decided solely on the basis of documents submitted with the parties' written submissions, is not suited to factually or technically complex disputes. For example, HEA is unlikely to be appropriate for infrastructure disputes involving claims for extensions of time or recovery of additional costs. On the other hand, it may be well suited to disputes in sectors such as technology, finance, and sports, and to cases that turn primarily on legal or documentary issues.

For Brazilian parties, however, determining whether HEA is suitable for a given type of dispute is only part of the equation. The other part – one that is particularly important in cross-border contracts – is deciding which features of the HEA framework the parties are prepared to adopt. The most problematic of these is the possibility of an award being issued without reasons.

While such awards are accepted in many jurisdictions, they are not permitted under the Brazilian Arbitration Law, Law 9.307/1996. Under articles 26(II) and 32(III) of the Law, arbitral awards must state the reasons on which they are based, and may be set aside if they fail to do. Where the seat of arbitration is Brazil, or where the award must be recognized or enforced in Brazil, therefore, opting for an unreasoned award creates a real risk that Brazilian courts may annul the award or refuse to recognize it (Law 9.307/1996, article 39(II)).

Like any promising procedural innovation, HEA can be highly effective when used appropriately. It works well for targeted, document-driven disputes in which speed is part of the value at stake, for both sides of the arbitration. It is not suited to cases that require a level of depth incompatible with a three-month timeframe.

For Brazilian parties, HEA also calls for careful drafting of the arbitration clause to capture the benefits of the mechanism without importing features that conflict with Brazilian law. In other words, speed can be a real advantage, but on the fast track, it pays to know what you're doing – and to stay in control.

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