Navigating the Double Bind: How Qatar's Energy Sector Can Lead Through the Hormuz Crisis

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Summary

*This whitepaper written by **Mashael Al Sulaiti** of **Mashael Al Sulaiti Law Firm** and **Elena Athwal** of **ICELIS Global** outlines Qatar's legal roadmap amid the 2026 Hormuz crisis. It explains force majeure invocations, governance responses, international law implications, and sanctions risks while offering practical recommendations for operators, counsel, investors, and regulators to manage contractual and operational challenges effectively worldwide.*

Analysis

Abbreviations

The following abbreviations are used throughout this paper.

AIS Automatic Identification System (maritime)

BIT Bilateral Investment Treaty

CERD International Convention on the Elimination of All Forms of Racial Discrimination CONWARTIME BIMCO war-risk clause (time charters)

DES Delivered Ex Ship (LNG sold on a delivered basis)

ECT Energy Charter Treaty

ESG Environmental, Social and Governance

FET Fair and Equitable Treatment

FOB Free on Board (LNG sold at the loading terminal)

GAIL Gas Authority of India Limited

GATS General Agreement on Trade in Services

GATT General Agreement on Tariffs and Trade

GSPA Gas Sale and Purchase Agreement

HGA Host Government Agreement

ICAO International Civil Aviation Organization

ICC International Chamber of Commerce

ICJ International Court of Justice

ICSID International Centre for Settlement of Investment Disputes

IFRS International Financial Reporting Standards

IMO International Maritime Organization

IRGC Islamic Revolutionary Guard Corps (Iran)

ISSB International Sustainability Standards Board

ITLOS International Tribunal for the Law of the Sea

JWC Joint War Committee (London marine insurance market)

LCIA London Court of International Arbitration

LNG Liquefied Natural Gas

NYC New York Convention 1958

OFAC Office of Foreign Assets Control (US Department of the Treasury)

P&I Protection and Indemnity (marine mutual)

PCA Permanent Court of Arbitration

PSC Production Sharing Contract

QFC Qatar Financial Centre

QFMA Qatar Financial Markets Authority

QICDRC Qatar International Court and Dispute Resolution Centre

SIAC Singapore International Arbitration Centre

SUA Convention for the Suppression of Unlawful Acts Against the Safety of Maritime Navigation 1988 UNCITRAL United Nations Commission on International Trade Law

UNCLOS United Nations Convention on the Law of the Sea 1982

VCLT Vienna Convention on the Law of Treaties 1969

VOYWAR BIMCO war-risk clause (voyage charters)

WTO World Trade Organization

Executive Summary

The suspension of commercial navigation through the Strait of Hormuz on 28 February 2026 has placed Qatar's energy sector at the centre of a dense network of contractual, treaty, and disclosure obligations. This paper maps the applicable frameworks and their most consequential intersections, and offers a roadmap for operators, investors, counsel, and institutional stewards. Throughout, the analysis returns to the questions that in practice decide these disputes: the delivery basis of each contract (delivered or free-on-board), the allocation of reduced volumes, price-review and hardship exposure, and the jurisdiction in which any award must ultimately be enforced.

Five propositions emerge from the analysis. First, the invocation of force majeure by QatarEnergy and its counterparties may rest on strong doctrinal footing, depending on the governing law, contractual wording, causation evidence, and mitigation record, under both the Qatar Civil Code and the common-law systems in which most long-term gas sale-and-purchase agreements are governed; the central questions are not whether relief is available but how it must be proven.

Second, recent English authority, in particular RTI Ltd v MUR Shipping BV and Classic Maritime v Limbungan Makmur, has narrowed the operational latitude available to parties seeking or resisting relief and will shape the tribunal record emerging from the current Qatar–India and Qatar–European cascades.

Third, the international-law architecture contains credible doctrinal pathways for addressing restrictions on transit through the Strait, though important points of uncertainty remain. The transit-passage regime codified in Part III of the United Nations Convention on the Law of the Sea 1982 (UNCLOS), together with the jurisprudence of the International Court of Justice since Corfu Channel and of the International Tribunal for the Law of the Sea (ITLOS), provides dispute-settlement options for parties to the Convention. Iran, whose waters abut the Strait, signed UNCLOS in 1982 but has not ratified it, and formally treats the transit-passage regime as treaty-only; the customary-law status of that regime, and its effect on non-ratifying actors, are contested in scholarship and practice. The bilateral-investment-treaty (BIT) framework and Qatar's host-government agreements (HGAs) impose a parallel discipline on the drafting and documentation of any emergency measures, though their application is fact-specific.

Fourth, the environmental, social and governance (ESG) architecture in which Qatar has invested, in particular its adoption of International Sustainability Standards Board (ISSB) disclosure standards, is itself a strategic asset that will shape how European counterparties receive Qatar's LNG when normal supply resumes; the crisis and any resulting production halt, supply-chain disruption, or insurance exposure may itself constitute material sustainability-related information requiring careful and timely disclosure.

Fifth, a Hormuz conflict engages an overlapping body of sanctions and financial-compliance law, including US, UK and EU restrictive measures, dollar-clearing and correspondent-banking exposure, and the sanctions clauses embedded in modern LNG, shipping, and insurance contracts, which can disrupt payment and performance independently of any force-majeure analysis and which operators and counterparties should assess in parallel with, not subordinate to, the contractual position.

Methodology and Scope

This paper addresses the legal and governance dimensions of the 28 February 2026 Strait of Hormuz navigation crisis as they affect Qatar's energy sector. It draws on primary sources, Qatari legislation, applicable treaties, and relevant arbitral and court decisions, together with reputable contemporaneous reporting cited in the accompanying OSCOLA 4th edition endnotes, current to 24 April 2026. As at the date of this revision the crisis is continuing and factual circumstances remain fluid and contested; the analysis should be read accordingly. The paper does not seek to model market outcomes or forecast resolution timelines; it is intended for in-house counsel, external advisers, investors, policy-makers and institutional stewards concerned with the legal architecture within which the crisis is being managed.

Opening Perspective

On 28 February 2026, a rapidly escalating geopolitical crisis in the Gulf led to the suspension of commercial navigation through the Strait of Hormuz and prompted QatarEnergy to temporarily halt liquefied natural gas (LNG) production at its Ras Laffan and Mesaieed Industrial City facilities. European natural-gas futures moved sharply in response. The crisis has placed Qatar's energy sector under heightened international scrutiny; the sector's legal, operational, and governance response will shape perceptions of Qatar's reliability as an energy partner and of the robustness of its regulatory architecture.

Qatar's standing as an energy partner rests on operational continuity and a documented compliance record; this episode will be measured by how the sector responds, not only by what it produces.

THE QUESTIONS THAT DECIDE OUTCOMES

This paper maps the terrain; the outcome for any given contract turns on facts it does not assume. In our experience, five questions prove decisive. First, the delivery basis: a delivered (DES) sale places transit risk, and the force-majeure question, with the seller, whereas an FOB sale turns on the buyer's vessel and its charterparty war-risk clauses (CONWARTIME, VOYWAR). Second, which force majeure is in play: damage to the Ras Laffan trains and closure of the Strait are distinct events, and the alternative-routing analysis bears only on the latter. Third, allocation: with most trains still operating, the live issue is how reduced volumes are shared, pro rata, without discrimination, and with what take-or-pay, make-up, and carry-forward consequences. Fourth, price as well as performance: price-review and hardship reopeners are where many long-term disputes are in fact fought. Fifth, enforcement: an award's worth depends on where it must be enforced, the posture in New Delhi, Seoul, or Beijing is not the posture in London. These are the questions on which we advise; the analysis that resolves any single contract lies beyond this overview.

1- Understanding Force Majeure: A Legal Roadmap for the Sector

The invocation of force majeure by QatarEnergy across its long-term LNG contracts may, depending on the governing law, contractual wording, and causation evidence, be a legally well-grounded response to extraordinary circumstances. Force majeure provisions exist in international energy contracts precisely for moments like this, to protect parties when genuinely unforeseeable events make performance temporarily impossible.

1.1 Notice Obligations

Most LNG sale and purchase agreements require force majeure notice within defined timeframes – typically 24 to 72 hours of the triggering event. Timely, well-documented notice is both a contractual obligation and an act of good faith toward counterparties. Notices should be comprehensive, factually precise, and accompanied by all available supporting documentation of the triggering circumstances.

1.2 The Downstream Cascade

When QatarEnergy invokes force majeure with its buyers, those buyers may in turn need to invoke it with their own downstream counterparties. Petronet LNG in India, and QatarEnergy itself, on 24 March 2026 in respect of long-term contracts with buyers in Italy, Belgium, South Korea and China, have each made public force-majeure declarations, citing damage to operating facilities and risks to maritime navigation through the Strait of Hormuz. QatarEnergy's Chief Executive Officer, Saad Sherida al-Kaabi, has publicly indicated that two of the company's fourteen LNG trains and one of its two gas-to-liquids facilities at Ras Laffan were damaged, representing an impairment of approximately 12.8 million tonnes of LNG per annum for a projected three to five years. These are, in truth, two force-majeure events carrying different burdens, physical damage to the trains (a question of plant impossibility) and the navigational obstruction (where causation and alternative routing are tested), and each must be established on its own facts.

ILLUSTRATIVE PRECEDENT, ANATOMY OF A HORMUZ CASCADE

The pattern unfolding across the 2026 LNG chain is not without precedent, and it is now being shaped by two post-pandemic English decisions that every operator, buyer, and financier should read before pressing send on a force-majeure notice.

On 3 March 2026 Petronet LNG Ltd served force-majeure notices under its long-term Gas Sale and Purchase Agreement with QatarEnergy, citing the inability of its dedicated carriers Disha, Raahi and Aseem to reach the Ras Laffan loading terminal through the Strait.[1 p.15] The notice was mirrored downstream to GAIL (India) Ltd, Indian Oil Corporation Ltd, and Bharat Petroleum Corporation Ltd; GAIL's contractual allocation fell to zero with effect from 4 March 2026.[2 p.15] By 24 March 2026 QatarEnergy had itself invoked force majeure against several of its own buyers.[3 p.15]

Two decisions frame the English-law analysis that governs the majority of these agreements. In RTI Ltd v MUR Shipping BV, the Supreme Court held that a 'reasonable endeavours' proviso in a force-majeure clause does not require the party invoking relief to accept a counterparty's offer of non-contractual performance, absent clear wording to that effect.[4 p.15] For Qatari operators that means an Indian buyer cannot defeat a force-majeure notice by offering, for example, payment in an alternative currency or an out-of-specification cargo substitute; what matters is the contractual bargain.

Conversely, in Classic Maritime Inc v Limbungan Makmur Sdn Bhd the Court of Appeal confirmed that, where the clause is properly construed to require it, the party invoking force majeure must prove but-for causation.[5 p.15] A purchaser that would not have lifted the cargo in any event, because of demand collapse or financing failure, cannot shelter behind the Strait. Tribunals will expect contemporaneous evidence (AIS tracks, loading schedules, counterparty correspondence) of what would have happened but for the navigational obstruction.

The modern analogue is older than it looks. In Tsakiroglou & Co Ltd v Noblee Thorl GmbH the House of Lords held that the 1956 closure of the Suez Canal did not frustrate a Sudanese groundnut contract because performance remained possible via the Cape, albeit at greater cost and time.[6 p.15] Transposed to 2026, buyers who retain a commercially viable alternative routing, including Fujairah or coastal-route SPM loadings, should assume that frustration is a higher wall to scale than force majeure.

1.3 Insurance Coordination

The reduction in commercial navigation through the Strait has prompted war risk exclusion clauses to be invoked by marine underwriters across the market. Charterers, owners, and cargo interests should immediately map their insurance coverage against their contractual positions, identify any gaps, and engage their brokers and legal counsel on contingency arrangements.

ILLUSTRATIVE PRECEDENT, THE HARDENING OF MARINE WAR-RISK TERMS

Following the March 2026 escalation, the Joint War Committee updated the listed areas under JWLA-033, adding Bahrain, Djibouti, Kuwait, Oman, and Qatar and amending the relevant Gulf and adjacent waters.[7 p.15] The practical effect for shipowners, charterers, and cargo interests has been intensified scrutiny of war-risk cover, additional-premium obligations, and breach-of-warranty notice requirements. Market reporting indicated that war-risk insurance for ships entering the Persian Gulf and the Strait of Hormuz rose from approximately 0.25% to 1% of a vessel's hull replacement value on a seven-day basis.[8 p.15]

Charterers and cargo interests should not treat these adjustments as purely commercial. English marine insurance law will often refuse cover where the causation analysis links the loss to a war-risk peril that was either excluded or unpaid for. Kairos Shipping Ltd v Enka & Co LLC (The Atlantik Confidence) remains the instructive authority on the evidentiary burden facing assureds seeking to prove, or resist, that a casualty fell within insured perils.[9 p.15] The practical imperative is to verify, on a voyage-by-voyage basis, that war-risk additional-premium calls have been funded, that breach-of-warranty notice has been

given where required, and that Institute War Clauses (Cargo) CL.385 or Institute War and Strikes Clauses (Hulls, Time) CL.281 apply as intended to each laycan.[10 p.15]

Force majeure is not the end of a contract – it is the mechanism that protects a long-term relationship through a temporary extraordinary event. How it is managed matters as much as whether it is invoked.

2- Governance and Leadership During Disruption

Qatar's response to the current regional developments may offer a useful crisis-management precedent for the energy sector and its legal community alike. Responsible leadership during a crisis is defined not only by technical and contractual preparedness but by the human and institutional dimensions of how a state and its institutions respond.

Qatar has faced analogous governance tests before, and the institutional playbook developed in those periods is directly relevant now. The 2017–2021 blockade compelled a rapid diversification of Qatar's logistics, food supply, and air-route architecture. Hamad Port's expansion, the development of the Umm Al Houl desalination and power complex, and the domestic dairy and livestock programmes are now standard reference points in resilience analysis. Legally, the period produced Qatar's proceedings before the International Court of Justice and the ICAO Council, which established that multilateral adjudicatory mechanisms remain accessible to a GCC state even in periods of acute regional tension.

The doctrinal record of that engagement, on jurisdiction, provisional measures, and the evidentiary burdens of countermeasures, is a reservoir that the present crisis may yet draw upon. The ICAO Council's jurisdiction was affirmed by the Court in the *Appeal Relating to the Jurisdiction of the ICAO Council* proceedings brought by Bahrain, Egypt, Saudi Arabia and the United Arab Emirates against Qatar in 2020; and Qatar's action under the International Convention on the Elimination of All Forms of Racial Discrimination, while ultimately dismissed on jurisdictional grounds at the Preliminary Objections phase, demonstrated the seriousness with which Qatar engages international adjudicatory mechanisms. These precedents are part of Qatar's institutional memory and evidence of its prior engagement before international tribunals.

The COVID-19 period tested institutional continuity rather than supply. The Qatar International Court and Dispute Resolution Centre's contingency protocols preserved full case-management capability across the pandemic; QatarEnergy's communications discipline with its long-term counterparties preserved relationships under genuine operational stress; and the Qatar Financial Centre Regulatory Authority issued guidance that kept disclosure obligations aligned with international expectations. The operational skills demonstrated in that period, institutional coordination, measured public messaging, calibrated regulatory flexibility, are the same skills the Hormuz episode now demands.

What distinguishes effective crisis governance from expedient crisis management is the discipline of leaving a record. Every decision taken now will, sooner or later, be reviewed in a tribunal, a regulatory dossier, or a counterparty's board paper. The institutional priority is to ensure that each decision is defensible on its facts, documented contemporaneously, and consistent with the frameworks that Qatar has chosen to champion. Reputation, in a crisis of this character, is a function of process.

3- Legal Implications Under Qatari and International Law

The Hormuz crisis implicates an overlapping body of Qatari domestic law, bilateral treaty obligations, and multilateral instruments. This section provides a structured analysis of the most consequential frameworks and their practical implications.

3.1 Qatari Domestic Legal Framework

Qatar Civil Code (Qatar Law No. 22/2004)

The Qatar Civil Code (Qatar Law No. 22/2004) is the foundational domestic instrument for contractual obligations. Article 188 addresses impossibility of performance in contracts binding on both parties: where the performance of an obligation is extinguished by reason of impossibility due to a cause beyond the obligor's control, the correlative obligations are likewise extinguished and the contract is rescinded ipso facto; where the impossibility is only partial, the obligee may enforce the contract to the extent of the part that remains performable or demand termination. Article 204 provides that the debtor shall not be liable for compensation where it proves that the damage arose from a foreign cause, such as force majeure, an unexpected event, or the act of a third party or the creditor. Article 258 permits the parties to agree that the debtor will bear the consequences of force majeure or an unexpected event, allowing the contract to allocate risk away from the statutory default.[11 p.15] Tribunals applying Qatari law will examine whether the triggering event was external to the obligor, unforeseeable at the time of contracting, and unavoidable in its effect on performance; parties should consult qualified Qatari counsel and the current Arabic text for the precise scope of these provisions in any specific contract.

The closure of the Strait of Hormuz by sovereign decision or armed conflict constitutes a classic case of external supervening impossibility (al-quwwa al-qahira) under Qatari civil law.

- Where performance is only partially impossible, Qatari law relieves the obligor only to the extent of the impossibility; operators should therefore assess whether alternate routing (for example, Oman LNG swap arrangements) remains legally and commercially feasible before invoking full relief.
- Qatari law imposes a duty to mitigate: parties cannot claim force-majeure relief for losses that could have been prevented by reasonable steps, including cargo diversions, spot-market substitution arrangements, or pipeline alternatives.

ILLUSTRATIVE PRECEDENT, AL-QUWWA AL-QAHIRA IN THE SANHURIAN TRADITION

Articles 188, 204 and 258 of Qatar Law No. 22/2004 sit within the wider Sanhurian civil-code family, whose common ancestor is the Egyptian Civil Code of 1948, drafted under ʿAbd al-Razzāq al-Sanhūrī.[12 p.15] Comparative Egyptian and GCC jurisprudence may be instructive for its analysis of unforeseeability, irresistibility, and direct causation under the doctrine of vis maior, but tribunals applying Qatari law will begin with the text of the Qatar Civil Code, the parties' contractual allocation of risk, and any relevant Qatari Court of Cassation authority.

QatarEnergy Law and Regulatory Framework

QatarEnergy operates under Qatar Decree-Law No. 10/1974 on the Establishment of Qatar Petroleum, as amended, most recently by Decree Law No. 18 of 2021, which renamed the national oil and gas company from Qatar Petroleum to QatarEnergy and reflected an expanded mandate including renewable and alternative energy.[13 p.15] The Decree Law confers exclusive rights on the national oil company to explore, drill, produce, refine, transport and store petroleum, natural gas and other hydrocarbons in Qatar and abroad. During declared national emergencies or periods affecting the country's critical infrastructure, the Supreme Council for Economic Affairs and Investment (SCEAI) may issue directives modifying QatarEnergy's operational and contractual obligations. Energy-sector participants should monitor any such directives, which may affect the scope and duration of force-majeure invocations.

Qatar Financial Centre (QFC) Regulations

For contracts governed by QFC law – which applies English common law principles – the analysis differs from the civil law regime. English law does not recognise a general doctrine of force majeure; parties must rely on the express contractual clause or the narrow common law doctrine of frustration.[14 p.15] QFC-based entities should carefully review whether their LNG contracts contain self-standing force majeure clauses and whether the frustration threshold – requiring that the contract become radically different from what was undertaken – is met.

In practice, most QFC-governed LNG, JV, and upstream participation agreements do contain express force-majeure clauses, and English law treats such clauses as exhaustively defining the parties' rights in the event of supervening events: the common law doctrine of frustration is accordingly displaced where the contractual clause covers the same ground.[15 p.15][16 p.15] The critical question for QFC-based operators is therefore not whether frustration is available but whether the express contractual clause is drafted broadly enough to encompass both the physical damage to the Ras Laffan trains and the navigational obstruction of the Strait as distinct triggering events, and whether each element satisfies the notice, mitigation, and causation requirements the clause imposes.[17 p.15] Operators with QFC-governed portfolios should audit each agreement against both limbs of the current crisis and should not assume that a clause drafted for one type of disruption will automatically extend to the other.

Qatar Law No. 2/2017 (Arbitration Law)

Qatar's Arbitration Law, based on the UNCITRAL Model Law, governs domestic arbitral proceedings.[18 p.15] The Qatar International Court and Dispute Resolution Centre (QICDRC) and the Qatar International Center for Conciliation and Arbitration (QICCA) provide institutional frameworks for resolution of energy disputes during the crisis. Parties invoking force majeure under contracts with Qatari arbitration clauses should ensure that their notices and supporting documentation are structured to withstand scrutiny in Qatari arbitral proceedings.

3.2 Applicable International Law and Conventions

United Nations Convention on the Law of the Sea (UNCLOS, 1982)

The Strait of Hormuz is an international strait used for international navigation within the meaning of Part III of UNCLOS (Articles 34–45). Qatar is a party to UNCLOS (ratified 9 December 2002). Under Article 38 of UNCLOS, ships and aircraft enjoy the right of transit passage through straits used for international navigation. Transit passage is a distinct regime from the right of innocent passage, and is reinforced by Article 44, which provides that there shall be no suspension of transit passage. Qatar may refer disputes arising from Hormuz navigation restrictions to the International Tribunal for the Law of the Sea (ITLOS) under Article 287 and Annex VII of UNCLOS, or request provisional measures under Article 290. That route, however, presupposes a respondent bound by the Convention's dispute-settlement regime. Because Iran signed but never ratified UNCLOS, recourse to ITLOS or Annex VII arbitration is in practice unavailable against it; Qatar's UNCLOS remedies realistically lie against other States parties rather than the principal obstructing actor.

Whether any given restriction of commercial navigation is inconsistent with the transit-passage regime depends on the identity of the actor, the character of the obstruction, and the legal framework binding upon that actor. Iran, whose territorial waters abut the Strait, signed UNCLOS on 10 December 1982 but has not ratified it; upon signature, Iran formally declared that the transit-passage regime does not reflect customary international law and binds only as between ratifying parties.[19 p.15] That position is contested: a substantial body of scholarship treats Part III as codifying or crystallising customary norms of transit passage; other writers treat its customary status as unsettled or dependent on subsequent state practice, in which case a persistent-objector argument may be available to Iran on the more restrictive view. Article 44 UNCLOS obliges strait states not to hamper or suspend transit passage. As between UNCLOS parties, including Qatar, a party since 2002, those obligations apply directly, and Qatar retains the dispute-settlement options under Articles 287 and 290 UNCLOS. Where the relevant actor is a non-party state or a non-state actor, alternative legal bases, including the customary law of state responsibility and, where applicable, treaty-specific obligations such as those under the 1988 SUA Convention, may be required. Competing security rationales also bound the analysis: a state asserting self-defence under Article 51 of the UN Charter, military necessity, or belligerent rights in an international armed conflict may advance a legal basis for some navigational restrictions, and naval exclusion zones have precedent in the 1980s 'tanker war'. Transit passage is non-suspendable in peacetime, but its operation during active hostilities is itself contested; any assessment should weigh these competing rationales rather than presume unlawfulness. This paper does not attempt a complete law-of-naval-warfare analysis. During an international armed conflict the position is governed not by UNCLOS alone but by the lex specialis of the law of naval warfare, including belligerent rights of

visit and blockade and the declaration of exclusion or warning zones, as reflected in the San Remo Manual, whose precise interaction with the peacetime transit-passage guarantee remains contested. The treatment here is confined to the law of the sea and should be read with that limitation in mind.

- Practical implication: the strength of a force-majeure invocation is fact-sensitive. Where the obstruction is plausibly attributable to a state or non-state actor whose conduct is inconsistent with obligations binding upon it, whether under UNCLOS (for parties), the customary law reflected in UNCLOS, the SUA Convention, or applicable bilateral agreements, that analysis will inform, though not determine, the 'beyond reasonable control' element of a force-majeure claim.

ILLUSTRATIVE PRECEDENT, THE NON-SUSPENDABILITY OF TRANSIT PASSAGE

The foundation stone is the International Court of Justice's decision in *Corfu Channel*, which recognised a customary right of innocent passage through international straits used for international navigation, binding on the littoral state in both peace and periods of tension.[20 p.15] Part III of UNCLOS, including the transit-passage regime, codifies and strengthens that principle. The International Tribunal for the Law of the Sea confirmed in *M/V 'Saiga' (No 2)* the dispute-settlement architecture available to flag and coastal states alike, including provisional measures under Article 290.[21 p.15] More recently, ITLOS exercised that jurisdiction in the Arctic Sunrise case, ordering the release of a detained vessel and its crew pending the constitution of an Annex VII tribunal.[22 p.16] Qatar, as a party to UNCLOS since 2002, has standing to invoke these mechanisms.[23 p.16]

Vienna Convention on the Law of Treaties (VCLT, 1969)

Qatar is not a party to the VCLT, but its core provisions, including those on supervening impossibility and fundamental change of circumstances, are widely regarded as reflecting customary international law.[24 p.16] Article 61 of the VCLT recognises the doctrine of supervening impossibility of performance as a ground for termination or suspension of a treaty obligation where a permanent disappearance or destruction of an object indispensable for the execution of the treaty has occurred. Though it applies to treaty rather than commercial obligations, it provides a doctrinal foundation that courts and tribunals invoke by analogy in applying force-majeure principles.

Article 62 (rebus sic stantibus) is also relevant where contracts assumed Hormuz would remain open, though tribunals apply it narrowly and full discharge is unlikely.

New York Convention on the Recognition and Enforcement of Arbitral Awards (1958)

Qatar acceded to the New York Convention on 30 December 2002. This is of immediate practical importance: arbitral awards arising from force-majeure disputes under Qatar's LNG contracts will generally be enforceable in New York Convention jurisdictions, subject to the limited refusal grounds in Article V of the Convention and to any applicable set-aside proceedings at the seat. Qatar's robust arbitration infrastructure, combined with the Convention's enforcement framework, accordingly provides meaningful, though not unconditional, protection for counterparties invoking force-majeure clauses in good faith and for buyers seeking damages if such invocations are ultimately found not to apply.

ILLUSTRATIVE PRECEDENT, THE RESILIENCE OF NEW YORK CONVENTION ENFORCEMENT

Three strands of jurisprudence illustrate why New York Convention enforcement is, in practice, more robust than occasional high-profile set-aside litigation might suggest. In *Dallah Real Estate and Tourism Holding Co v The Ministry of Religious Affairs of the Government of Pakistan*, the Supreme Court of the United Kingdom refused enforcement on Article V(1)(a) grounds, confirming that the jurisdictional and public-policy exceptions will be given effect where properly engaged, but only on those narrow grounds.[25 p.16] In Yukos Capital Sàrl v OJSC Rosneft Oil Co (No 2), the Court of Appeal of England and Wales declined to treat the annulment of an award by Russian courts as producing issue estoppel, where the independence of those courts was credibly challenged.[26 p.16] And in *Chromalloy Aeroservices v The Arab Republic of Egypt*, a federal district court in the United States enforced an award that had been annulled at the Egyptian seat, on grounds that the annulment process had not met minimum standards, a line of authority whose French analogues (*Hilmarton; Putrabali*) are now well established.[27 p.16] For Qatar's counterparties, the operational implication is that a well-reasoned award is more likely to survive, even where sanctions regimes or politically-sensitive buyer-state courts may seek to complicate enforcement.

International Maritime Organization (IMO) Conventions

Qatar is a member of the IMO and a party to the key maritime conventions, including the International Convention for the Safety of Life at Sea (SOLAS 1974), MARPOL 73/78, and the Convention on Facilitation of International Maritime Traffic (FAL Convention). The outbreak of hostilities in the Strait implicates the 1988 Convention for the Suppression of Unlawful Acts Against the Safety of Maritime Navigation (SUA Convention), to which Qatar acceded in 2003. Under the SUA Convention, acts of violence against ships or interference with maritime navigation constitute international offences.[28 p.16]

Energy Charter Treaty (ECT)

Qatar is not a party to the Energy Charter Treaty[29 p.16], so investor protection in this sector turns instead on Qatar's bilateral investment treaties (discussed below), the stabilisation and dispute-resolution provisions of host-government agreements and production-sharing contracts, and customary international law. Investors should take advice on the combination applicable to their particular investment.

WTO Agreement on Trade in Goods (GATT 1994) and Trade in Services

Qatar is a WTO member, and a force-majeure-driven suspension of LNG exports is not itself a trade measure. Were Qatar to adopt export restrictions or differential pricing, GATT Articles XI and XVII (and the GATS analogues) could be engaged, with the Article XXI security exception likely available for emergency measures that are carefully documented.[30 p.16]

Bilateral Investment Treaties (BITs) and Host Government Agreements

Qatar has signed more than 60 bilateral investment treaties with partner states including France, Germany, Italy, South Korea, China, and the United Kingdom. These treaties provide protections to foreign investors in Qatar's energy sector, including fair and equitable treatment (FET), full protection and security, and protection against arbitrary or discriminatory measures. The temporary production halt by QatarEnergy does not in itself constitute a treaty breach, as it is a commercially and legally justified response to force majeure. However, any subsequent government-directed measures that affect foreign investors' returns beyond the duration of the crisis may attract BIT claims.

Qatar's operators and their foreign partners should review the governing Host Government Agreements (HGAs) and Production Sharing Contracts (PSCs), which typically contain stabilisation clauses protecting the parties against adverse changes in law or government policy. These clauses provide an additional layer of contractual protection during the crisis period.

Treaty exposure runs along two axes that the necessity cases only partly capture. First, the annulment record matters as much as the awards: the necessity holdings in Sempra and Enron were each annulled in part, underscoring how unsettled the customary and treaty-based necessity standard remains and how heavily outcomes turn on the precise treaty text. Second, and more practically, the decisive question is usually one of characterisation, whether a measure is a compensable interference or a non-compensable exercise of the State's police powers. A temporary, non-discriminatory, and proportionate response to a genuine security emergency is more readily defended as legitimate regulation than as indirect expropriation or a denial of fair and equitable treatment. For Qatar the implication is concrete: any emergency measure should be time-limited, even-handed as between investors, and supported by a contemporaneous security rationale.

ILLUSTRATIVE PRECEDENT, FET AND THE NECESSITY DEFENCE

ICSID tribunals have taken a notably stringent line on fair-and-equitable-treatment claims arising from emergency measures. In *CMS Gas Transmission Co v The Argentine Republic*, the tribunal rejected Argentina's state-of-necessity defence under Article XI of the US–Argentina BIT and customary international law, finding that the emergency threshold had not been reached.[31 p.16] In *Occidental Petroleum Corp v Ecuador* the tribunal awarded more than US$1.7 billion, finding that the state's response to a contractual breach had been disproportionate.[32 p.16] Later tribunals divided, LG&E accepting the necessity plea that CMS rejected, and *Continental Casualty* upholding the measures on a calibrated reading. The inference for Qatar's energy sector is operational rather than doctrinal: emergency measures, however reasonable in Doha, must be drafted, documented, and communicated with treaty exposure firmly in view.

3.3 Sanctions and Financial-Compliance Risk

A Hormuz conflict also engages overlapping sanctions regimes that operate independently of any force-majeure analysis: US primary and secondary sanctions and OFAC designations, UK and EU restrictive measures, and the sanctions-exclusion clauses standard in marine-insurance and trade-finance documents. These can interrupt payment channels, correspondent banking, and vessel cover even where contractual relief is otherwise available, and the interaction is direct, since the force-majeure event in RTI v MUR Shipping was itself a sanctions designation. Counterparties should screen cargoes and routings against the applicable lists and document compliance contemporaneously, since sanctions exposure can defeat both performance and enforcement.[33 p.16]

The compliance overlay is a body of law in its own right, not a footnote to force majeure. Export-control regimes, vessel and entity designations on the OFAC Specially Designated Nationals list and the corresponding UK and EU lists, and the architecture of US-dollar clearing can render a payment, a cargo, or a charter unlawful to perform even where performance remains physically possible. Correspondent banks routinely reject or block dollar flows that touch a designated person; trade-finance and reinsurance lines carry their own sanctions conditions; and most modern LNG, charterparty, and insurance contracts contain free-standing sanctions clauses that operate independently of the force-majeure regime. English law, moreover, treats supervening illegality under the proper law of the contract as a discrete discharging event, distinct from both force majeure and frustration. Counterparties should therefore run sanctions, payment-channel, and vessel-screening analyses in parallel with, not subordinate to, the force-majeure assessment, since a cargo may remain lawful and physically possible to deliver and yet impossible to be paid for.

3.4 ESG Legal Obligations: International Standards and Domestic Compliance

ISSB Standards (IFRS S1 and IFRS S2) – Qatar's ISSB-Aligned Reporting Framework

Qatar is the first GCC jurisdiction to officially adopt the International Sustainability Standards Board (ISSB) framework.[34 p.16]

Under IFRS S1, reporting entities are required to disclose material information about sustainability-related risks and opportunities that could reasonably be expected to affect the entity's prospects. For affected entities, the Hormuz crisis and any resulting production halt, supply-chain disruption, insurance exposure, or contractual uncertainty may constitute material sustainability-related or climate-adjacent risk information requiring careful assessment and, where material, timely disclosure. Failure to assess and disclose such risks accurately may expose regulated entities, directors, and senior officers to regulatory scrutiny and potential investor claims, depending on the applicable regulatory framework, listing status, and governing law.

3.5 Dispute Resolution Landscape

The majority of Qatar's long-term LNG sale and purchase agreements provide for international arbitration, typically under ICC, LCIA, or SIAC rules, with London, Paris, or Singapore as the seat. The applicable substantive law is usually English law (for contracts involving European counterparties) or Singapore law. The following points are of immediate practical importance.

- The procedural levers most likely to be tested in the coming months are familiar: the ICC Emergency Arbitrator procedure (appointment within two business days); provisional measures under the UNCITRAL Model Law, art 17; the confidentiality of arbitral proceedings, which protects commercially-sensitive operational data from politically-inflected litigation in buyer-state courts; and enforcement under the New York Convention across the principal buyer jurisdictions. Operators should assume that counterparties are already modelling each of these, and should be resourced to respond in kind.

ILLUSTRATIVE PRECEDENT, GOVERNING LAW, SEAT, AND THE EMERGENCY ARBITRATOR

Where an LNG contract is governed by English law but seated elsewhere, the question of which system governs the arbitration agreement itself can be decisive. The Court of Appeal's decision in *Sulamérica Cia Nacional de Seguros SA v Enesa Engenharia SA* set out the orthodox three-stage approach, subsequently refined by the Supreme Court in *Enka Insaat ve Sanayi AS v OOO Insurance Co Chubb*.[35 p.16] On the interim side, the Emergency Arbitrator procedure introduced in the 2012 ICC Rules and refined in 2021 has been used in well over 200 matters, with interim relief granted in a significant proportion and decisions typically rendered within 15 days of appointment.[36 p.16]

Qatar's legal architecture – combining a robust civil law domestic framework, deep integration into international treaty regimes, and world-class arbitration infrastructure – positions the sector to navigate this crisis with legal clarity and commercial confidence.

4- Recommendations and Roadmap

4.1 Building Forward: Qatar as a Model for Resilient Energy Leadership

Qatar's existing commitments, QatarEnergy's targets for two to four gigawatts of renewable capacity by 2030, its carbon-intensity reductions in LNG production, and the institutional infrastructure built around Qatar Vision 2030, position the sector to convert this moment into a durable platform for the next generation of relationships. The recommendations that follow are addressed to the three constituencies most directly implicated.

4.2 For Operators and Counterparties

In the immediate term, every force-majeure notice and every response to one should be constructed as a tribunal-ready document: contemporaneous, factually precise, supported by AIS tracks, loading-schedule documentation, and communications logs, and cross-referenced to the specific contractual provision invoked. Parties should resist the temptation to substitute political narrative for contractual analysis. Over the medium term, operators and counterparties should prioritise relationship preservation, open communication channels, good-faith engagement with downstream cascades, and, where possible, joint factual briefs, in the knowledge that Qatar's LNG relationships are strategic assets whose value survives this episode.

A specific discipline deserves emphasis. Every public statement, press release, investor call, counterparty letter, or broadcast interview, should be drafted on the assumption that it may be quoted back in a tribunal hearing. Operators and counsel should avoid language that concedes causation before it has been established, characterises disruption as permanent when it is temporary, assigns fault before investigation is complete, or suggests that mitigation is unavailable when it is merely difficult. The discipline is one of precision: statements should be factually narrow and expressly without prejudice to legal positions. Communications planning should be embedded in the crisis-governance function from the first day.

4.3 For Investors and Foreign Partners

Foreign investors in Qatar's energy sector should verify the continuing application of stabilisation clauses in their Host Government Agreements and Production Sharing Contracts, assess their coverage under the relevant bilateral investment treaties, and preserve evidence of any government-directed measure and its economic consequences. Nothing in this paper is to be read as suggesting that Qatari measures taken to date give rise to treaty exposure; the point is the discipline of contemporaneous documentation, which investor-treaty tribunals reward and whose absence they punish.

4.4 For Qatar's Institutional Stewards

Three structural priorities commend themselves. First, the commercial contracts library that will be renewed or renegotiated over the next decade should be drafted with Hormuz-specific language: clear force-majeure triggers, explicit hardship mechanisms, thoughtfully-designed alternative-routing protocols, and recalibrated insurance-allocation provisions. Second, Qatar's regulatory frameworks, the QFC ESG regime, the QFMA disclosure rules, and the QICDRC's procedural architecture, can be strengthened with express guidance for managing disclosure and dispute obligations during geopolitical disruption. Third, Qatar's existing treaty relationships, UNCLOS, the SUA Convention, the bilateral investment network, and its ISSB and Paris commitments, together compose a diplomatic asset whose value is amplified by consistent, confident use in moments such as the present.

Table 4.1 Post-Hormuz action map by constituency and time horizon

	Immediate (≤ 14 days)	30 days	90 days

Operators	Serve contemporaneous force-majeure notices; preserve AIS tracks, loading-schedule logs, and all counterparty communications; convene a crisis-governance committee with cross-functional representation.	Conduct a force-majeure-clause audit across the contract portfolio; engage counterparties on rolling factual updates; coordinate with insurance brokers and P&I clubs on war-risk exposure.	Renegotiate or novate where commercially rational; complete a stakeholder-wide factual record; plan alternative-routing contingencies for subsequent laycans.
Counsel	Review each affected contract for notice windows, hardship, governing law, and dispute clauses; document each element of the triggering event; prepare emergency-arbitrator responses.	Advise on bilateral-investment-treaty and host-government-agreement exposure; preserve evidence of mitigation efforts; liaise with counterparty counsel to limit procedural surprises.	Implement a post-crisis drafting programme, refreshed force-majeure wording, Hormuz-specific triggers, and specimen clauses (see Appendix C).
Investors	Verify stabilisation clauses in host-government agreements and production-sharing contracts; preserve evidence of any government-directed measure; map BIT coverage applicable to the investment.	Engage qualified counsel on treaty exposure; document economic impact contemporaneously; ensure disclosure obligations to equity and debt holders are current.	Reassess portfolio risk models; participate in post-crisis contractual refresh; evaluate new treaty or stabilisation negotiations where material.
Regulators	Issue guidance on ISSB-aligned disclosure of crisis impacts; coordinate with QFC, QFMA, and QICDRC on continuity protocols; monitor market stability.	Document any emergency measures in a form consistent with GATT Article XXI jurisprudence and bilateral-treaty obligations; liaise with IMO and P&I clubs on maritime safety.	Convene a formal review of Qatar's treaty and contractual architecture; consider QFC and QFMA disclosure refinements; hold sectoral consultation.

Closing Remarks

Reputation in a period of uncertainty is a function of how a state and its institutions behave under observation. The legal frameworks analysed in this paper, from the Qatar Civil Code to UNCLOS, from ISSB disclosure obligations to bilateral investment treaties, provide the grammar; how Qatar chooses to speak to its counterparties, to its investors, and to the wider international community will determine the sentence. Transparent communication, good-faith engagement, continued commitment to sustainability reporting, and a constructive approach to the legal and commercial challenges ahead are the actions that will define Qatar's standing not merely for the duration of this crisis, but for the generation of energy relationships that follows.

Appendices

Appendix A - Hormuz 2026 Crisis Timeline

Figure A. Hormuz 2026 crisis timeline — selected events, 28 February to 24 April 2026

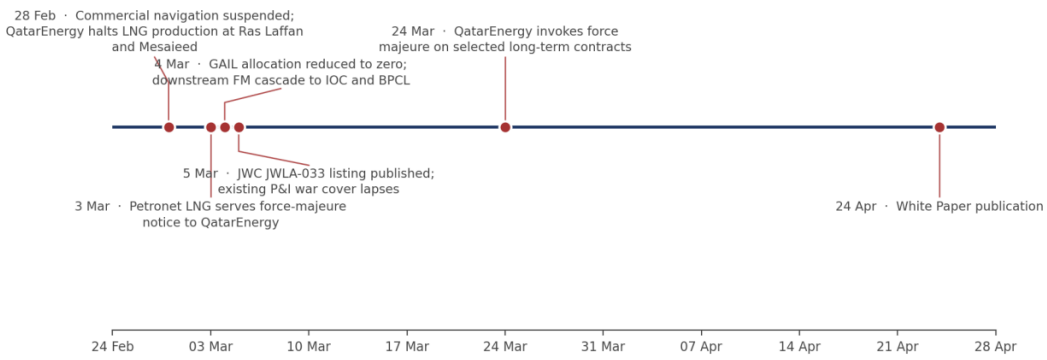

Table A. Hormuz 2026 Crisis – Key Events. Sources: LNG Prime, Business Today, Al Jazeera, Caixin Global; full citations in the §1.2 Illustrative precedent endnotes.

Date	Event	Legal / Commercial Significance

28 Feb 2026	Commercial navigation suspended through Strait of Hormuz. QatarEnergy halts LNG production at Ras Laffan and Mesaieed.	Force-majeure notice windows begin running. European gas futures rise sharply.
3 Mar 2026	Petronet LNG Ltd serves force-majeure notices under its GSPA with QatarEnergy, citing inability of carriers Disha, Raahi and Aseem to reach Ras Laffan.	Downstream cascade initiated. Notice mirrored to GAIL, IOC, and BPCL.
4 Mar 2026	GAIL's contractual allocation falls to zero. Joint War Committee updates JWLA-033 listed areas.	War-risk premiums begin to harden. Bahrain, Kuwait, Oman, Qatar added to JWC listed areas.
7 Mar 2026	War-risk insurance for vessels entering the Persian Gulf rises from approximately 0.25% to 1% of hull replacement value on a seven-day basis.	Additional-premium calls trigger breach-of-warranty notice obligations for charterers.
24 Mar 2026	QatarEnergy CEO Saad Sherida al-Kaabi confirms damage to two of fourteen LNG trains and one GTL facility at Ras Laffan; approximately 12.8 MTPA impaired for 3–5 years. QatarEnergy invokes force majeure against buyers in Italy, Belgium, South Korea, and China.	Two distinct force-majeure events now in play: physical damage (train impossibility) and navigational obstruction (causation and alternative-routing burden). ISSB materiality disclosure obligations engaged.
24 Apr 2026	Crisis continuing; factual circumstances remain fluid. Paper citations current to this date.	Dispute-resolution processes in preparatory phase across Qatar–India and Qatar–European cascades.

Appendix B - Selected Strait of Hormuz Disruption Episodes, 1984–2026

Figure B. Selected Strait of Hormuz disruption episodes, 1984–2026 (illustrative)

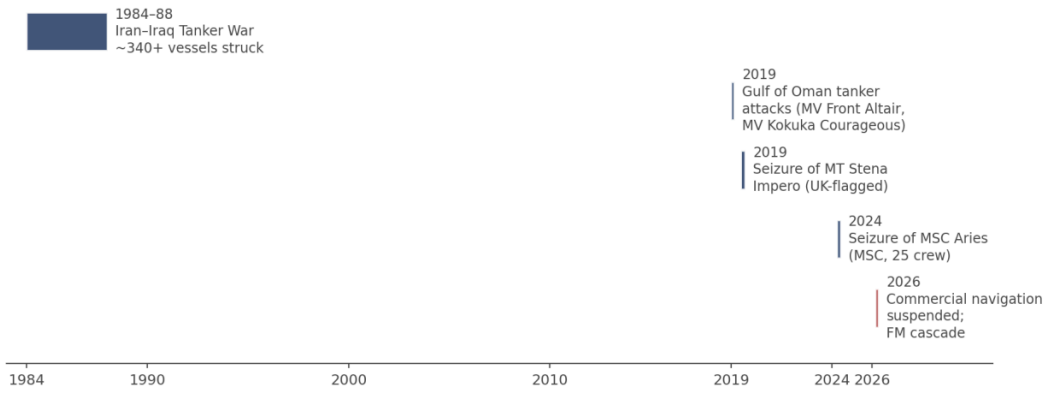

Table B. Selected Strait of Hormuz Disruption Episodes, 1984–2026. Compiled from publicly available sources; figures are indicative.

Episode	Nature of Disruption	Duration / Scale	Insurance / Market Impact	Legal Precedent Relevance
Iran–Iraq Tanker War 1984–88	Deliberate attacks on commercial tankers by both Iran and Iraq; estimated 340+ vessels struck over five years. No formal closure of Strait but severe navigational hazard.	5 years; approx. 25% of Gulf oil trade disrupted at peak.	War-risk premiums reached 0.5–1.5% hull value. Lloyd's market created dedicated Gulf war-risk pools.	Established that sustained hostilities do not automatically frustrate long-term supply contracts; Tsakiroglou alternative-routing principle applied by analogy.
Gulf of Oman Attacks Jun–Jul 2019	Attacks on MV Front Altair and MV Kokuka Courageous (13 June); seizure of MT Stena Impero by IRGC (19 July). Strait remained open but navigational risk elevated sharply.	Weeks; no formal closure. Stena Impero detained ~2 months.	JWC updated listed areas; war-risk premiums spiked. Naval convoy escort operations initiated by UK, US.	SUA Convention obligations engaged. CONWARTIME/VOYWAR clauses exercised by several charterers. Direct precedent for 2026 war-risk coverage disputes.

MSC Aries Seizure Apr 2024	IRGC seized container vessel MSC Aries (13 April 2024) in the Strait of Hormuz. Vessel detained; crew held. Part of broader Iran–Israel escalation pattern.	Vessel detained; resolved diplomatically over several months.	Immediate re-routing by major container lines. War-risk additional premium calls issued.	Confirmed non-suspendability of transit passage as live issue; reinforced UNCLOS Part III analysis applicable in 2026.
Hormuz Crisis Feb 2026–present	Suspension of commercial navigation; physical damage to Ras Laffan LNG trains; QatarEnergy FM invocations across multiple long-term GSPA portfolios.	Ongoing (as at May 2026); c.12.8 MTPA LNG impaired.	War-risk premiums 0.25% to 1% hull value; JWC JWLA-033 updated. ISSB materiality disclosure obligations triggered.	RTI v MUR Shipping; Classic Maritime v Limbungan; Corfu Channel; UNCLOS Part III; Qatar Civil Code arts 188, 204, 258.

Appendix C - Specimen Force Majeure Clause for Post-Hormuz Gas Sale and Purchase Agreements

The following specimen language is offered as a drafting aid for parties negotiating or renegotiating long-term LNG contracts in the wake of the current crisis. It is not legal advice and should be adapted to the governing law, the parties' risk allocation, and the specific operational profile of the transaction.

(a) **Definition.** A 'Force Majeure Event' means any event or circumstance beyond the reasonable control of the Affected Party which prevents, hinders, or delays performance, including (without limitation) war, armed conflict, or the threat thereof affecting the Strait of Hormuz or any other transit route customarily used; the closure or suspension of commercial navigation through the Strait by state, quasi-state, or non-state actors; the designation of the Strait or adjacent waters as a war-risk zone by the Joint War Committee of the Lloyd's Market Association or any equivalent body; compliance with binding directions of the Government of the State of Qatar or its competent authorities; and any other event of a similar character.

(b) **Notice.** The Affected Party shall give written notice to the other Party within seventy-two (72) hours of the earlier of (i) the occurrence of the Force Majeure Event and (ii) the Affected Party becoming aware that it is prevented from performing. The notice shall describe the Force Majeure Event with factual precision and be accompanied by all documentation reasonably available.

(c) **Mitigation and Alternative Routing.** The Affected Party shall use reasonable endeavours to mitigate the effects of the Force Majeure Event, including the use of commercially viable alternative routing (including coastal single-point moorings and the port of Fujairah) where such routing would not materially alter the performance required. For the avoidance of doubt, and unless expressly agreed in writing, the Affected Party shall not be required to accept non-contractual performance from the other Party as a substitute for the performance required by this Agreement.

(d) **Suspension, Termination, and Downstream Cooperation.** While a Force Majeure Event is continuing, the obligations of the Affected Party shall be suspended to the extent affected; if it continues for more than one hundred and eighty (180) days, either Party may terminate by written notice without liability for the continuing suspension. Where the Affected Party is a seller, it shall provide its buyer with such factual documentation and cooperation as the buyer may reasonably require to invoke corresponding force-majeure relief under its own downstream arrangements, and the buyer shall be under a mirror obligation in respect of its supply chain.

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MAS – Mashael Al Sulaiti Law Firm is a Doha-based law firm with dedicated practices in Energy and Natural Resources Law, Regulatory and Compliance, Environmental Law, and International Arbitration. The firm advises clients across Qatar's energy, infrastructure, and commercial sectors, supporting them in aligning legal strategy with Qatar Vision 2030 and international best practice.

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ICELIS Global is a QFC-licensed strategic advisory and environmental consultancy, with a particular focus on the intersection of energy, trade, and public international law in the Gulf region. Its practice spans Sustainability and ESG Governance, Energy Transitions, Environmental Law and Compliance, ISSB and Sustainability Reporting, Sustainable Finance Advisory, and Carbon Markets and Offsets, and it partners with governments, institutions, and private-sector clients across the Middle East, Africa, and North America.

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Notes

1. ^ [p.5] 'India's Petronet LNG declares force majeure to offtakers' (LNG Prime, 4 March 2026) <https://lngprime.com/asia/indias-petronet-lng-declares-force-majeure-to-offtakers/179127/> accessed 24 April 2026.

2. ^ [p.5] 'Qatar Energy halts LNG output, Petronet LNG issues force majeure notice amid West Asia tensions' (Business Today, 4 March 2026) <https://www.businesstoday.in/latest/corporate/story/qatarenergy-halts-lng-output-petronet-lng-issues-force-majeure-notice-amid-west-asia-tensions-519115-2026-03-04> accessed 24 April 2026.

3. ^ [p.5] 'QatarEnergy declares force majeure on some LNG contracts due to Iran war' (*Al Jazeera*, 24 March 2026) <https://www.aljazeera.com/news/2026/3/24/qatarenergy-declares-force-majeure-on-some-lng-contracts> accessed 24 April 2026.

4. ^ [p.5] *RTI Ltd v MUR Shipping BV* [2024] UKSC 18, [2024] 2 WLR 1395 [23]–[40] (Lord Hamblen and Lord Burrows).

5. ^ [p.5] *Classic Maritime Inc v Limbungan Makmur Sdn Bhd* [2019] EWCA Civ 1102, [2019] 4 All ER 1145 [55]–[78] (Males LJ).

6. ^ [p.5] *Tsakiroglou & Co Ltd v Noblee Thorl GmbH* [1962] AC 93 (HL).

7. ^ [p.5] Joint War Committee, *Hull War, Strikes, Terrorism and Related Perils Listed Areas* (JWLA-033, March 2026).

8. ^ [p.5] 'War Risk Insurance Returns to Strait of Hormuz, at a Price' (*Caixin Global*, 7 March 2026) <https://www.caixinglobal.com/2026-03-07/war-risk-insurance-returns-to-strait-of-hormuz-at-a-price-102420420.html> accessed 24 April 2026.

9. ^ [p.5] *Kairos Shipping Ltd v Enka & Co LLC (The Atlantik Confidence)* [2016] EWHC 2412 (Admlty).

10. ^ [p.6] Institute War Clauses (Cargo) CL.385 (1 January 2009); Institute War and Strikes Clauses (Hulls, Time) CL.281 (1 November 1995).

11. ^ [p.6] Qatar Civil Code (Law No. 22 of 2004), arts 188, 204 and 258; Al Meezan Legal Portal <https://www.almeezan.qa/LawView.aspx?LawID=2559> accessed 24 April 2026. See also K&L Gates, 'COVID-19: Force Majeure in the State of Qatar' (2 April 2020); Addleshaw Goddard, 'Qatar: COVID-19, Force Majeure and Exceptional Circumstances' (2020).

12. ^ [p.7] N Saleh, 'Civil Codes of Arab Countries: The Sanhuri Codes' (1993) 8 *Arab Law Quarterly* 161. See also Egyptian Civil Code 1948, art 165.

13. ^ [p.7] Qatar Decree-Law No. 10/1974 on the Establishment of Qatar Petroleum, as amended by Decree Law No. 18 of 2021 renaming Qatar Petroleum to QatarEnergy; Al Meezan Legal Portal <https://www.almeezan.qa/LawView.aspx?LawID=4105> accessed 24 April 2026; see also IEA, 'Law No. 10 of 1974 on the Establishment of Qatar Petroleum (as amended)' <https://www.iea.org/policies/12007-law-no-10-of-1974-on-the-establishment-of-qatar-petroleum-as-amended> accessed 24 April 2026.

14. ^ [p.7] *Davis Contractors Ltd v Fareham UDC* [1956] AC 696 (HL).

15. ^ [p.7] *Paal Wilson & Co A/S v Partenreederei Hannah Blumenthal (The Hannah Blumenthal)* [1983] 1 AC 854, 909 (Lord Diplock): where a force majeure clause covers the supervening event, the doctrine of frustration is wholly displaced; *Pioneer Shipping Ltd v BTP Tioxide Ltd (The Nema)* [1982] AC 724 (HL) 752 (Lord Diplock). See also H Beale (gen ed), *Chitty on Contracts* (34th edn, Sweet & Maxwell 2021) para 23-066.

16. ^ [p.7] *Bank Line Ltd v Arthur Capel & Co* [1919] AC 435 (HL).

17. ^ [p.7] On causation, see *Classic Maritime Inc v Limbungan Makmur Sdn Bhd* (n 5) [55]–[78] (Males LJ) (but-for causation required where clause so construed). On notice and mitigation, see *RTI Ltd v MUR Shipping BV* (n 4) [23]–[40] (Lord Hamblen and Lord Burrows) (reasonable endeavours proviso does not require acceptance of non-contractual performance).

18. ^ [p.7] Qatar Law No. 2/2017 Promulgating the Civil and Commercial Arbitration Law (Qatar), based on the UNCITRAL Model Law on International Commercial Arbitration 1985 (as amended 2006); it repealed arts 190–210 of the Civil and Commercial Procedure Code (Qatar Law No. 13/1990).

19. ^ [p.7] United Nations Convention on the Law of the Sea (adopted 10 December 1982, entered into force 16 November 1994) 1833 UNTS 3 (UNCLOS). Iran signed on 10 December 1982 but has not ratified; Qatar ratified on 9 December 2002.

20. ^ [p.8] *Corfu Channel (United Kingdom v Albania) (Merits)* [1949] ICJ Rep 4, 28.

21. ^ [p.8] *M/V 'Saiga' (No 2) (Saint Vincent and the Grenadines v Guinea) (Judgment)* (1999) ITLOS Rep 10.

22. ^ [p.8] *'Arctic Sunrise' (Kingdom of the Netherlands v Russian Federation) (Provisional Measures)*, ITLOS Case No 22, Order of 22 November 2013.

23. ^ [p.8] UNCLOS (n 17) arts 37–44.

24. ^ [p.8] Vienna Convention on the Law of Treaties (adopted 23 May 1969, entered into force 27 January 1980) 1155 UNTS 331, arts 61–62.

25. ^ [p.8] *Dallah Real Estate and Tourism Holding Co v The Ministry of Religious Affairs of the Government of Pakistan* [2010] UKSC 46, [2011] 1 AC 763.

26. ^ [p.8] *Yukos Capital Sàrl v OJSC Rosneft Oil Co (No 2)* [2012] EWCA Civ 855, [2014] QB 458.

27. ^ [p.8] *Chromalloy Aeroservices v The Arab Republic of Egypt* 939 F Supp 907 (DDC 1996); Convention on the Recognition and Enforcement of Foreign Arbitral Awards (adopted 10 June 1958, entered into force 7 June 1959) 330 UNTS 3, art V.

28. ^ [p.8] International Convention for the Safety of Life at Sea 1974 (SOLAS); International Convention for the Prevention of Pollution from Ships 1973/78 (MARPOL); Convention on Facilitation of International Maritime Traffic 1965 (FAL); and the Convention for the Suppression of Unlawful Acts against the Safety of Maritime Navigation 1988 (SUA Convention), to which Qatar acceded in 2003.

29. ^ [p.8] Energy Charter Treaty (adopted 17 December 1994, entered into force 16 April 1998) 2080 UNTS 95. Qatar is neither a contracting party nor a signatory.

30. ^ [p.8] General Agreement on Tariffs and Trade 1994, arts XI, XVII and XXI; General Agreement on Trade in Services 1994.

31. ^ [p.9] *CMS Gas Transmission Co v The Argentine Republic*, ICSID Case No ARB/01/8, Award (12 May 2005) [331]–[394].

32. ^ [p.9] *Occidental Petroleum Corp and Occidental Exploration and Production Co v The Republic of Ecuador*, ICSID Case No ARB/06/11, Award (5 October 2012) [450]–[452].

33. ^ [p.9] On the principal sanctions regimes engaged, see the measures administered by the US Office of Foreign Assets Control under the International Emergency Economic Powers Act; the UK Sanctions and Anti-Money Laundering Act 2018 and the regulations made under it; and the EU restrictive measures adopted under the relevant Council Regulations. On force majeure and a sanctions-designated counterparty, see *RTI Ltd v MUR Shipping BV* (n 4).

34. ^ [p.9] Qatar Financial Centre Regulatory Authority, GENE Corporate Sustainability Reporting Rules 2025 (26 June 2025) and Consultation Paper No 2024/03: Corporate Sustainability Reporting (17 December 2024); Qatar Central Bank, Sustainability Reporting Framework according to ISSB Standards (QCB, 2025).

35. ^ [p.10] *Sulamérica Cia Nacional de Seguros SA v Enesa Engenharia SA* [2012] EWCA Civ 638, [2013] 1 WLR 102; *Enka Insaat ve Sanayi AS v OOO Insurance Co Chubb* [2020] UKSC 38, [2020] 1 WLR 4117.

36. ^ [p.10] International Chamber of Commerce, *ICC Dispute Resolution 2023 Statistics* (2024); ICC Rules of Arbitration 2021, art 29 app V.

37. ^ [p.14] http://www.mas.com.qa/

38. ^ [p.14] mailto:info@mas.com.qa

39. ^ [p.14] http://www.icelisglobal.com/

40. ^ [p.14] mailto:info@icelisglobal.com