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The Role of Customary Arbitration in the Resolution of Disputes among Nigerian Indigenous Communities

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Abstract

Central to the issue of resolution of any disputes is the mechanism adopted in handling it. Customary arbitration is, thus, one of the recognised methods of resolving disputes among the indigenes of Nigeria. Unlike the Western adversarial method of settling disputes under which the winner-takes-all, customary arbitration aimed at reconciling the parties to disputes after effecting settlement. The question, however, is whether customary arbitration has any relevance among Nigerian indigenous communities and whether it has made any impact on the maintenance of societal equilibrium. This paper, therefore, examined the issues involved in customary arbitration such as the ingredients that make it work, conditions of its validity and its effect on the state of the society with a view to making it work more effectively among the indigenes.

Keywords: customary arbitration, Nigerian indigenous communities, maintaining societal equilibrium, restoring harmony, peace and tranquillity, reconciliation.

Introduction

Customary law, though peculiar to the various ethnic groups in Nigeria, is one of the important sources of the Nigerian legal system. Unlike English law, customary law is unwritten and cannot, therefore, be found assembled together in a code of law. It has thus been judicially described as:

*The organic or living law in Nigeria regulates their lives and transaction. It is organic in that it is non-static. It is regulatory in that it controls the lives and transaction of the community subject to it. It is said that custom is a mirror of the culture of the people. I would say customary law goes further to impact justice to the lives of those subject to it.*¹

At an earlier time, when a lot of controversies surrounded the meaning of customary law, the Nigerian Supreme Court attempted to give what it considered a rather comprehensive definition of customary law when it defined it as a system of law, not being the common law and not being a law enacted by any competent legislature in Nigeria, but which is enforceable and binding within Nigeria as between the parties subject to its sway.² But who are those Nigerians that are subject to the operation of customary law? Are they the ordinary people dwelling in the rural areas or the common folks living in the cities? In honesty, the people that are subject to customary law range from the rural dwellers to the sophisticated and educated lots living in the big cities. It is the way a man arranges his affair that dictates the law to which he is subject. Little wonder then that Obaseki, JSC says customary law controls the lives and transactions of the community that is subject to it in *Oyewumi v. Ogunesan*.³ That is, the people live and regulate their affairs by it. It is a law that

touches on every aspect of their lives. It is a living law, it is not a law of by-gone days and it pictures the exact thing that the people do every day.

However, trial of cases under customary law is not one in which the winner takes all as it is the case under the adversarial system of the western world, rather, it is a system designed to bring about reconciliation among the parties and restore equilibrium in the society. The societal ethos, norms and values must be maintained through this reconciliatory approach to any misunderstanding among the people. This is why the method adopted in ironing out issues that crop up among the people really matters and in this regard, customary arbitration, which is a way of referring disputes or misunderstanding between two warring parties to elders, chiefs or traditional rulers for settlement stands out as a veritable tool for bringing harmony to the society. It would be recalled that before the advent of colonial rule, chiefs were the political and judicial heads of the various African communities and they made the law with which the society is governed. Their duty then was to resolve disputes within their respective communities and they also had power to enforce decisions [p. 201, 212] (Igbokwe, 1997).

With this fact, the various colonial governments, like the British in Ghana, were aware and so also they were of the fact that pre-colonial Africans were governed in their ordinary affairs by bodies of "social norms" which were regarded as binding [p. 143] (Gordon, 1985). This binding force is what crystallised the social norms and values into customary law. It is now essential, therefore, to have a close look at the concept of customary arbitration and see what it connotes, how it operates and the way it impacts on the lives of the people.

Customary Arbitration

Arbitration is a concept under the alternative dispute resolution method whereby disputes or differences between not less than two or more persons are referred to a person or persons, other than a court of competent jurisdiction, for determination after hearing both sides in a judicial manner.⁴ In fact, it has been said that of all ADR processes, arbitration most closely resembles litigation [p. 17] (Sourdin, 2008). It is a process where a neutral (one person or a group) listens to presentations of both fact and law and renders an award (Randolph, 1973). The arbitrator is usually required to observe the rule of natural justice [p. 108] (King *et al.*, 2009). He is an umpire who has the dispute submitted to him by the parties for determination. If he decides something else he will be acting outside the scope of his authority and consequently the whole arbitral proceedings will be a nullity. This includes any award he subsequently makes. This is the western notion of arbitration. We are, however, concerned here with customary arbitration. What is customary arbitration? How does it work among the people? These and other relevant issues will form the basis of discourse in succeeding paragraphs.

Customary arbitration is not a new concept. It is as old as pre-literate society is. The practice of settling disputes through the process of arbitration is never a new phenomenon in Nigeria like it has been with man from creation. Arbitration had been with the various indigenous communities in Nigeria before introduction of the British legal system of court litigation into the country (Gadzama, 2004). It is a means of settling dispute between two or more parties with a view to maintaining harmony, peace and tranquillity in the society. In fact, Emiola (2011) views arbitration, in the context of African judicial system, as a process whereby a neutral person is requested to mediate in a dispute between one person and another, or between one community and another [p. 74].

In Nigeria's traditional setting, there is usually the head of the family who normally heads the nuclear family consisting of a man, his wife or wives and children. Oftentimes, there are members of the extended family who are usually residing in the same locality. From this larger family circle, a head of family is chosen to oversee the affairs of the extended family. Any complaint by a member of a nuclear family against another is referred to the extended family head for settlement and he presides over the dispute in conjunction with other principal members of the larger family. Hence, Coker (1966) posits:

Every man or woman has a duty to perform in the maintenance of the equilibrium of the group, socially, physically and economically. The corollaries of this position must be, and are, both a general deflection of any extraordinary points or rights from the chief or headman and creation of a socio-political group maintained purely as a family unit [p. 23].

To maintain equilibrium in the society will obviously necessitate looking for a means of reaching a sustainable and durable peace, and a peace agreement negotiated in the absence of some form of justice can only bring short-term results [p. 143] (Sarkin, 2001). So, in order to bring about peace and social stability among the many families which make up the society, each member of the family has a duty to perform in ensuring that justice is upheld in every sphere of life.

A combination of many families usually makes up a clan or village and among these a clan or village head is chosen to be at the helm of affairs in the village. He, as the traditional leader of the village, is usually assisted by elders and chiefs of the community in running the village affairs. Each of the various institutions mentioned here plays one role or the other in settling any arbitral dispute that comes up in the African setting. Even then, Ladan, (1997) feels that any of the following person(s) or groups could also constitute customary arbitrators:

- Family or kindred head;
- Religious groups or heads/leaders;
- Village council;
- Group of elders;
- Traditional ruler, subordinate rulers, titled chiefs or respected community leaders;
- Professional groups, trade associations or town unions;
- Special identifiable groups such as women, grand children (*umumu* among the Igbo), age grade, league of daughters (now married to other families and in other places), friends, relations and concerned people, voluntary associations, neighbourhood associations, etc. [p. 262].

Main Objectives of Customary Arbitration

Obviously, the main objective of any system of justice is to achieve a peaceful and harmonious resolution of any dispute in the society and this is not different in the case of customary arbitration. For, it aims at maintaining societal equilibrium whenever it is observed that the ethos and values of the society are being eroded. The feuding parties are normally brought together through compromise and concession so that the arbitrators can make reparation for whatever wrong that has been committed. In spite of the award that is made, however, the arbitrators still make efforts to ensure the continued peaceful coexistence of the parties after the settlement of their differences. This factor, in practical terms, is of great importance and actually looks beyond the legal rights of the parties in order to ensure that the relationship between the parties after the award is harmonious, thus avoiding any damage or rupture to societal ethos, norms and values.

Of importance is the fact that arbitration can still be used to bring about peace among opposing geographical entities in different localities. For instance, a village or clan may be involved in a fight over a parcel of land which, at times, may span over a long period of time. They could submit the matter to the chiefs or traditional rulers of the community. They may involve the leaders of both contending communities, who would both sit as a joint panel and look at the issues involved, taking into consideration the custom of the people.

While considering arbitration from an international trade angle, David (1958) defined it as a process whereby the settlement of a question, which is of interest to two or more persons, is entrusted to one or more other persons regarded as the arbitrator or arbitrators who derive their powers from a private agreement, not from the authorities of a state, and who are to proceed and decide the case on the basis of such agreement [p. 5].

The whole idea of international trade arbitration is characterised by the agreement between the parties. Thus, anything outside the scope of the agreement will not be considered in a bid to find solution to the dispute and it is upon this very fact that they must base their decision. This is, however, in contradistinction with customary arbitration in which the arbitrators must take into consideration the custom, beliefs, ethos, norms, practices and values of the people living in that locality, in coming to a just decision. The communal equilibrium that will bring peace to the community is of paramount importance here and quite often it has to be considered before the arbitrators render their final decision.

By and large, customary arbitration can be applied to different issues, including land matters, boundary disputes, marital conflicts, chieftaincy matters, personal disagreements, religious crises, inheritance and succession issues; but in each case the panelists are drawn from the crop of people

who have the knowledge, skill and wisdom in that particular field of human endeavour. However, it must be noted that the award made after the final decision of the arbitrators is devoid of the force of law until it is pronounced upon by a properly constituted and competent court of law with the appropriate jurisdictional power. It is when the pronouncement is so made by the court that the award becomes enforceable just like the ordinary judgment of a court.

Conditions for Validity of Customary Arbitration

There are certain attributes that a customary arbitration must contain for it to be valid. The principles upon which such factors are found are listed by Elias (1956) when he says:

It is well accepted that one of the many African customary modes of settling dispute is to refer the dispute to the family head or an elder or elders of the community for a compromise solution based upon subsequent acceptance by both parties of the suggested award which becomes binding only after such signification of its acceptance, and from which either party is free to resile (sic) at any stage of the proceedings ... [p. 212].

While articulating these conditions in the case of *Egbesimba v. Onuzuike*⁵ Tobi, JSC fished out the following ingredients:

- There has been a voluntary submission of the subject-matter in dispute to an arbitration of one or more persons;
- It is agreed by the parties, either expressly or by implication, that the decision of the arbitrators will be accepted as final and binding;
- The said arbitration was in accordance with the action of the parties or their trade or business;
- The arbitrators reached a decision and published the award; and
- The decision or award was accepted at the time it was made.

In the same case, Ayoola, JSC expresses the opinion that for an arbitral award to be valid, there must be:

- a voluntary submission of the dispute to the arbitration of the individual or body;
- agreement by the parties either expressly or by implication that the decision of the arbitrators will be accepted and binding; and
- the arbitration must be in accordance with the custom of the parties; also
- the arbitrators must reach a decision and published their award.

The ingredients named above must be present in any customary arbitral proceeding for the award in that proceeding to remain valid. Should there be a failure to fulfill these conditions, such an award will be set aside or declared a nullity if the matter is referred to a higher authority. This could happen if either of the parties to the arbitration later filed an action on the matter in the High court. Therefore, the parties to an arbitral dispute must be willing to and intentionally submit their dispute to some person or persons for settlement. Although, the voluntary submission of the matter to the arbitrators for settlement raises the presumption that they have tacitly agreed to be bound by whatever decision that is handed down by the arbitrator(s), one could not really say such an agreement should be brought out separately, for instance, in a document.

This is particularly more so when one considers that customary law is unwritten and written documents are alien to it. One could just assume that if the parties know that they will not accept the decision of the arbitral panel as binding in the first instance, they would not have submitted their dispute to the panel.

Agreement by the parties to be bound by the final decision is thus crucial to the validity of an arbitral award. Once there is a single element indicating that the parties have accepted the conditions attached to the arbitration by the time it was being carried out, there is no question of opting out any more as pointed out in the case of *Nzeoma v Ugoch*⁶. In that case, the plaintiff alleged that the defendant falsely and maliciously spoke and published certain scandalous words concerning him. The defendant denied the alleged scandalous words, whereupon the plaintiff reported the matter to the *Nwadiali* (the body of elders) who decided that since the slander involved the life of a person, the parties should swear to a juju and this was accepted by them. When they took oath on the Bible, the plaintiff survived.

Following his survival the defendant performed some customary rituals for the plaintiff's age grade as a sort of cleansing. Subsequently, the plaintiff sued the defendant in the High Court claiming damages for slander. The defendant contended that the customary ceremonies which he

performed as cleansing process were sufficient compensation in the circumstance. The Court of Appeal held that the plaintiff, having elected or opted for a mere native arbitration to help assuage his bruised ego and personality, cannot now resort to another mode of channeling his complaints, the remedy for which he had obtained elsewhere.

It is of vital importance that the arbitrators must observe the custom of the trade or business engaged in by the parties while dealing with the matter. Thus, the custom, belief, values, norms, ethos and practices of the people in that locality must be taken into consideration in coming to a decision. So, for an arbitral decision to satisfy the process of customary arbitration, it must be in accordance with the custom and general usage of a particular community. For instance, if the dispute involves the sale of family land anywhere in Nigeria, such rules as the following must be observed:

- If there is a sale or conveyance of family land by the head of the family with some important members thereof but without the consent of some principal members of the family, then the transactions is voidable and those members who should have consented to the transaction but did not do so, can take out an action to set it aside.

- The sale of family land by a member of the family who is not the head of the family should be declared void.

- The sale of family land by the head of the family without the consent of principal members of the family should be declared voidable.

- The sale of family land by the head of the family as his own land should also be declared void.

- If a sale is void, it has to be so declared and set aside if asked to be so done but where it is voidable, whether or not it will be set aside will depend upon the facts and circumstances of the case.

The above is in conformity with the principle of law laid down in the case of *Usiobaifo v. Usiobaifo*⁷ by the Supreme Court of Nigeria and it represents the customary law guiding alienation of family property which must be followed if any family property is sold or is about to be sold.

One other ingredient of arbitration echoed by Ogundare, JSC in the case of *Egbesimba v Onuzuike*⁸ is that neither of the parties should resile from the decision pronounced by the arbitral panel. By this, it is meant that none of the parties should withdraw from the arbitral proceeding. In other word, neither party should reject the decision of the tribunal. The case of *Uwuka v Nwaechi*⁹ illustrated this point. The case shows that both appellant and respondent submitted their cases to the Okwelle Union. Instead of hearing the case, the Union delegated its function to hear the matter to certain persons. The appellant objected to the jurisdiction of the persons nominated. Meanwhile, the persons nominated quickly went into action and found for the respondent as the owner in possession of the land. The appellant rejected the decision.

The trial High Court held that the appellant was bound by the decision of the customary arbitration. On appeal, the Court of Appeal held that although parties are bound by the decision of customary arbitration or mediation by mere submission to its jurisdiction, as the right of appeal is enshrined in the Constitution of the Federal Republic of Nigeria, any person or party who is aggrieved by the decision of the arbitration could seek redress and justice in the highest court of the land.

In other words, rather than any of the party being allowed to resile from arbitral proceedings, he should take the matter to the appellate court. It is strange to expect that a party who has agreed to be bound by the outcome of a proceeding will later turn round to decline being bound by the decision of the arbitrator(s) who decided the matter. Oyewo (2012, p 287) has recommended that customary law should be integrated into the existing law of Cap 8, Arbitration Law of Western Region of Nigeria 1959 which provides in its Section 3 that a submission to an arbitration shall be irrevocable, unless a contrary intention is expressed therein, except by leave of the court or a judge or by mutual consent and shall have the same effect in all aspect. This recommendation seems to have overlooked the important factor that customary law usually evolved from the ethos, custom, norms and values of the people and, as such, it would cease from being customary arbitration any longer once it is merged with statutory law. Therefore, statutory law should not be applied to customary arbitration as, to do so, would take the whole exercise away from the realm of customary arbitration.

Moreover, the Supreme Court of Nigeria had decided in the case of *Ohiaeri v Akabueze*¹⁰ that it is essential that before applying the decision of a customary arbitration panel as *estoppel*, the court should ensure that the parties had voluntarily submitted to the arbitration, consciously indicated their willingness to be bound by the decision and had immediately after the pronouncement of the decision unequivocally accepted the award. Therefore, it is humbly submitted that whenever the issue of arbitral award is raised in a court proceeding, it is necessary that the courts should ensure that the parties voluntarily accepted the award as at the time it was made.

It is very important that the decision of an arbitral panel be certain, reasonable, legal and final in the sense that it should not be contingent on a future occurrence. An instance of this happened in the case of *Ofomata & Ors. v Anoka*¹¹ where the plaintiffs claimed that a customary arbitral tribunal awarded title to a parcel of land to them but the award was subject to their swearing to an oath on a juju which should be produced by the defendants. The parties subsequently failed to meet for the oath swearing exercise. The defendants pleaded that the arbitration ended in fiasco and that no decision was reached. It was held, *inter alia*, that where a decision of an arbitral panel was dependent on a contingency of whatever nature, as in the instant case, the swearing of an oath, the decision although legal, was not final and as the swearing on an oath was part of the arbitration and not an extraneous matter, the arbitration award was not final. At this juncture, it is necessary to examine oath-taking or swearing to an oath as a basis for determining the truth through the process of customary arbitration.

Swearing or Oath-taking as Basis of Arbitration

Swearing or oath-taking is a method of dispute resolution that is commonly used by various ethnic groups in Nigeria and in other part of Africa. People who are connected by the bond of friendship, trade, custom or tradition often resort to this method by which they swear before a juju that 'such and such occurrence or event was not done by them' in the presence of the elders of the community. For instance, under the Yoruba concept of *Imule* (Drinking the Earth together), if a matter involves a dispute as to ownership of land, it will entail drinking a mixture of the soil of that land and water by both parties to the dispute. A condition is normally attached to the oath-taking exercise to the effect that whoever dies among the parties before the expiration of certain number of days actually lied and consequently is not the owner of the property in question.

In the alternative, if dispute is as to ownership of the crops on a particular piece of land, the parties may be required to chew and swallow the bark or root of a particular cash crop planted on the land. The crops will subsequently be awarded to him but if he is not the owner thereof, an unpleasant consequence will normally follow. The reason for this is that the 'goddess of land' (which is *Ile* among the Yoruba or *Ala* among the Igbo) is regarded as a dangerous mystical personality who possesses some spiritual forces by which it sanctions whoever runs afoul of its regulations [p. 126] (Oyewo & Olaoba, 1999).

This oath taking exercise is usually adopted in arbitration processes and criminal trials though some of them are close to trial-by-ordeal when used in criminal proceedings. However, their use in arbitration is our concern here. It would appear that the Nigerian courts are not averse to customary arbitration decided by oath-taking having held in various cases that the outcome of such exercise is binding on the parties. In the case of *Chukwu Obaji & 2 Ors. v Nwali Okpo & Ors.*¹² it was held that in that part of the country, "the swearing on juju is very much in vogue even in these days among native population. This is native jurisprudence showing a belief which regulates the rural life of the people, a man staking his life to assert his right is the highest appeal to conscience. A decision of the elders embodying this is pure and simple arbitration by native customary law..." The court later went on to decide that swearing on juju to determine the ownership of the land in dispute and the survival of the binding period of the plaintiffs' representative operate as *res-judicata* in favour of the plaintiffs against the defendant. In a similar case, the Supreme Court described the forum where the oath was taken as one which, by custom, was invested with judicial aura.¹³

To cap it up, the same court recently held that the oath-taking before *Ogwugwu* Shrine, Okija, which is a form of native arbitration in accordance with the custom and tradition of the people is legal and binding¹⁴. Swearing or oath-taking is thus a living and vibrant practice of customary arbitration among the various Nigerian indigenous communities.

However, while it may be said that swearing or oath-taking is a valid method of proof or establishment of a party's case under customary arbitration, this is not true as far as the English adversarial system of justice is concerned. It is a mere pre-requisite or condition precedent to giving evidence under the latter system where the failure to administer the oath renders the court incompetent to attach any serious weight to the evidence of a witness.

Customary Arbitration under Islamic Law

Islamic law has, no doubt, been categorised as part and parcel of the Nigerian customary law. According to Anderson (1970, p 4), during the colonial rule, Islamic law was classified under Native Law and Custom and is enforced throughout Northern Nigeria. Giving the reason for the recognition and enforcement of the Islamic law in Northern Nigeria, Ambali (2003) observed:

It (Islamic law) had become part of their way of life, as the local native law and custom was to the people of the Northern Nigerian origin who adhered to traditional religion [p. 16-17]

Having established that Islamic law is part of Nigerian Customary law, it is now necessary to enquire whether customary arbitration could be found under Islamic law. Akanbi (2007) feels that there is no evidence of judicial pronouncement confirming the application of Islamic arbitration mechanism as a method of dispute resolution in Nigeria, neither is there any on its validity or even legality or otherwise. Falling back on his experience as a judge of a superior court in Nigeria for many years, he declares that since there has not been any reference of disputes relating to Islamic customary arbitration to court for adjudication nor is there any dispute relating to or connected with or arising from arbitration, it follows that customary arbitration does not obtain under Islamic law [p. 39].

Moreover, a peep at Islamic history will reveal that arbitration was employed in the resolution of dispute in Islam at an early stage of the religion. For instance, there was an arbitration following the battle of Siffin between Ali Ibn Abi Tolib, the fourth caliph and Muawiyah Ibn Abu Sufiyan, the rebel governor of Syria in which two arbitrators, Abu Musa Asari and Amaribn al As were appointed for Caliph and Muawiyah respectively (Doi, 1981). Therefore, Islamic customary law of the Maliki school of jurisprudence with laid down arbitral procedure was applied in Northern Nigeria before the advent of colonial administration. In line with that school of thought, arbitration is regarded as *Tahkim* or *sulhu* which is a form of contract in which it is agreed that in case of any dispute or disagreement in the terms of contractual agreement, it will be settled through the appointment of a *harkam* or arbitrator [p. 371] (Doi, 1984). Thus, arbitration is practised in the Northern part of the country in line with the injunction of Islamic law contained in the Quran and Hadith and other sources of Islamic law. Some of such laws laid down by the Quran include:

And if two parties of the believers quarrel , make peace between them; but if one of them acts wrongfully towards the other, fight that which acts wrongfully until it returns to Allah's command; if it returns, make peace between them with justice and act equitably, surely Allah loves those who act equitably.¹⁵

Merits of Customary Arbitration

Despite the fact that customary arbitration always lacks the force of law, it has many advantages which we will presently explain. Those who are worldly wise and knowledgeable in the affairs of the world are usually brought together to deliberate over the issue involved in an arbitral proceedings. They are referred to as the sages of the community and they usually put their heads together to arrive at a reasonable conclusion.

Of vital importance is the fact that arbitration allows for self autonomy as far as the parties are concerned. The parties always have the freedom to appoint the judges (arbitrators) themselves. So also are they free to choose the seat of arbitration, the language to be used as well as the applicable law. All these, no doubt, render the whole process of arbitration simple, less technical, flexible and expeditious [p. 74] (Bello, 2004).

Another merit of arbitration lies in its time saving and quick dispensation of justice. No doubt, it is quicker and less expensive than the orthodox litigation. Barring unforeseen circumstances, arbitral process could be completed within one week. Again, the convenience of the disputing parties is often taken into consideration so that each party and his witness would look at their schedule before the date, time and venue of hearing the dispute are fixed.

The conduct of arbitration usually takes place in a friendly and less formal atmosphere. Even the procedure often adopted is less technical, less cumbersome and maintains or preserves friendship after making the final award. Since the equilibrium of the society is often taken into consideration in making an arbitral award, the parties would usually be enjoined to remain friends and be at peace with one another even after the arbitral proceedings have ended.

Shortcomings of Customary Arbitration

Customary arbitration is currently in low demand among disputants who always prefer to go to the regular court for settlement of their disputes. It appears the indigenous people prefer to take their matters to courts (even to customary courts) for settlement. Again, most of the people handling customary arbitration did not have any formal training and, like most customary court decisions, the outcome of customary arbitration could be easily faulted. Such decisions could, therefore, be thrown overboard on appeal. Also, since customary arbitration could only be enforced upon application to the court, the fact that it is inexpensive and quicker is easily defeated.

Being a customary law process, customary arbitration is also infested with the shortcoming of non-codification. It is not written in any book which one could pick up and use as a precedent in future cases. Although Islamic law which is part of customary law is contained in the Holy Quran and thus written, the fact remains that it only deals with Muslims' personal law.

The greatest demerit of customary arbitration is the possibility of any of the parties to withdraw from the proceedings and thus reject the decision of the arbitrator(s). This means that either of the parties could abandon the proceedings midstream and opt out of the whole process. In fact, Ngakwe (2013) declares that not a few people or commentators oppose the requirements of parties 'withdrawing midstream' and or 'rejecting the award after it has been made'. This freedom to withdraw usually makes nonsense of the whole process of customary arbitration as all the efforts of the elders or whoever the arbitrators are to reconcile the parties will be rendered nugatory [p. 151].

Conclusion

Arbitration has now become a global mechanism of effecting settlement of disputes in both domestic and international commercial agreements. It is, therefore, imperative to revitalise customary arbitration and thus make it a veritable tool for settlement of both commercial and other disputes among Nigerian indigenous people. This, will no doubt, relieve the judiciary of the enormity of its work which is presently leading to congestion of cases in our courts.

The idea of withdrawing from arbitral proceedings anytime before its completion is also distasteful. It is, therefore, suggested that since parties usually voluntarily enter the agreement to be bound by the outcome of arbitral decisions, there should no longer be any room for withdrawal from such proceedings.

Finally, the ultimate award or decision of arbitral proceedings should only be registered in a court of record for it to assume the status of the judgment of a court. It is needless to institute a fresh action in the High Court in order to enforce arbitral awards. This will obviously reduce further expenses in initiating court processes for the enforcement of arbitral awards.

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Notes:

1. *Oyewumi v. Ogunesan* (1990) 3 Nigerian Weekly Law Report [NWLR] 182 at p. 202
2. This definition was given in the case of *Zaidan v. Mohssen* (1973). 1 All Nigerian Law Report p. 86 at 101
3. (1990) 3 NWLR (Pt. 137) 182 at 202
4. *NNPC v Lutin Investment Limited* (2006) 25 Nigerian Supreme Court Quarterly Report 77 at 111-112
5. (2002) 15 NWLR (Pt. 791) p. 466
6. (2001) Federation Weekly Law Report [FWLR] (Pt. 48)1299
7. (2005) 3 NWLR (Part 913) 665 at 690
8. (2 002) 15 NWLR (Pt. 791) 466
9. (1993) 5 NWLR (Pt. 293) 295
10. (1992) 2 NWLR (Pt. 221) 1
11. (1974) 4 East Central State Law Report 51
12. (1978) Imo State Law Report 258
13. *Uzowulu v Ezeaka* (2000) All FWLR (Pt. 46) 932
14. *Onyeye v Ebere*, (2004) All FWLR (Pt. 219) 98
15. Quran 49 verse 9