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Assessing the Legal and Institutional Challenges in the Enforcement of Adjudication Decisions in Construction Industry in Tanzania: A Comparative Study with the United Kingdom

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ABSTRACT

This article critically examines the legal and institutional challenges affecting the enforcement of construction adjudication decisions in Tanzania, using the United Kingdom as a comparative reference. It focuses on the gap between the use of adjudication under construction contracts and institutional rules and the absence of a coherent statutory framework that expressly establishes the legal effect of decisions and a direct, expedited enforcement route. The article adopts doctrinal and comparative legal research methods, analysing relevant legislation, procedural rules, judicial decisions and legal literature in the two jurisdictions. The analysis identifies five interconnected issues: uncertainty over the status and binding effect of adjudication decisions; the lack of a dedicated enforcement procedure; the risk that enforcement proceedings may become a reconsideration of the underlying dispute; insufficiently defined institutional responsibilities and professional standards; and the need to coordinate adjudication with arbitration and litigation. The United Kingdom framework, particularly the Housing Grants, Construction and Regeneration Act 1996, the Scheme for Construction Contracts and the courts' enforcement approach, illustrates how statutory recognition and focused judicial supervision can preserve adjudication's intended speed while retaining safeguards for jurisdictional and natural-justice defects. The article argues that Tanzania should adopt a context-sensitive statutory framework defining the scope of adjudication, the legal effect of decisions, enforcement procedure, limited grounds of challenge and the roles of relevant institutions. These reforms would improve legal certainty and the practical utility of adjudication in the construction industry.

Keywords: *Construction adjudication, enforcement, construction disputes, legal framework, institutional challenges*

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I. INTRODUCTION

Construction is economically significant, but projects commonly involve complex contractual relationships, multiple participants, technical requirements and substantial financial commitments. Disputes may arise from interim payments, variations, extensions of time, delays, defects, valuation of work and interpretation of contractual obligations. Where such disputes remain unresolved, they can disrupt project delivery, strain commercial relationships and interrupt cash flow. Adjudication has developed as a dispute-resolution mechanism intended to provide a relatively rapid determination while allowing the parties to pursue final resolution through arbitration or litigation where the governing arrangement permits.

The practical value of adjudication depends not only on the quality or speed of the decision-making process but also on whether the decision can be given effect when a party refuses to comply. A decision that cannot be enforced promptly may fail to provide the immediate commercial relief for which adjudication was selected. This concern is particularly important in construction, where delayed payment can affect contractors, subcontractors, suppliers and the continuity of work.

In Tanzania, construction adjudication is used through contractual arrangements, standard-form construction contracts and institutional rules, including rules associated with the National Construction Council (NCC) and the Tanzania Institute of Arbitrators (TIArb). However, the framework does not provide a comprehensive statutory regime specifically governing construction adjudication and a clear, dedicated procedure for enforcement. Parties seeking compliance may consequently face uncertainty about the legal status of a decision and the procedural route required to obtain relief.

The United Kingdom provides a useful comparative reference because statutory adjudication is established under the Housing Grants, Construction and Regeneration Act 1996, as amended, and supported by the Scheme for Construction Contracts and judicial practice. The approach generally gives adjudicators' decisions temporary binding effect pending final resolution and supports prompt enforcement, subject to recognised grounds of challenge. The comparison is used here to identify principles that may be adapted to Tanzania, rather than to advocate wholesale transplantation of a foreign regime.[1]

This article examines the adequacy of Tanzania's legal and institutional arrangements for enforcing construction adjudication decisions, considers the practical challenges identified

[1] Housing Grants, Construction and Regeneration Act 1996, c. 53, §§ 108, 114 (UK); Scheme for Construction Contracts (England and Wales) Regulations 1998, SI 1998/649 (UK).

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through legal and institutional analysis, and evaluates reform options informed by the United Kingdom experience. It adopts doctrinal and comparative legal research methods.

II. THE LEGAL PROBLEM

The central legal problem is the gap between the practical use of contractual or institutional adjudication in Tanzania and the absence of a comprehensive statutory framework expressly regulating its status and enforcement. Existing legislation relevant to construction, civil procedure and arbitration does not, on the materials examined, establish a uniform statutory right to construction adjudication together with a clear, direct procedure for enforcing an adjudicator's decision. The legal consequences of non-compliance may therefore depend on the wording of the contract, the applicable institutional rules and the procedural route available in the circumstances.

This arrangement raises several connected concerns. First, the binding effect of a decision may be understood differently from its direct enforceability as a court judgment. Secondly, parties may need to initiate further proceedings to secure compliance, creating additional time and cost. Thirdly, institutional responsibilities for administering adjudication and supporting enforcement are not consolidated within a single statutory scheme. Finally, limited and developing judicial guidance may leave parties uncertain about the procedure and the grounds on which enforcement can be resisted.[2]

Existing scholarship bears on this account. Mashamba identifies the absence of specific legislation recognising and regulating construction adjudication as a significant weakness. He notes the use of standard-form contracts, including FIDIC forms, and argues that the lack of a clear statutory enforcement mechanism may discourage parties from using adjudication. His proposed reforms include legislation governing adjudication, enforcement procedures, accreditation and a code of conduct for adjudicators.[3] Kabote and Nyichomba examine dispute-resolution mechanisms used in Tanzanian road construction projects and identify practical concerns in the management of construction disputes,[4] while Kimei's work on alternative dispute resolution usage by businesses in Tanzania is relevant to the broader question of the

[2] *Cf.* Housing Grants, Construction and Regeneration Act 1996, c. 53, § 108(3) (UK) (requiring the contract to provide that the adjudicator's decision is binding until the dispute is finally determined).
[3] Julius Clement Mashamba, *Adjudication of Construction Disputes in Tanzania: Overcoming its Statutory and Practical Challenges*, 2026 INT'L CONSTR. L. REV. 335.
[4] Meshack Kabote & Bavo Blasius Nyichomba, *An Assessment of Disputes Resolution Mechanisms in Road Construction Projects in Tanzania*, 10 AM. J. CIV. ENG'G 13 (2022), https://doi.org/10.11648/j.ajce.20221001.12.

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practical place of ADR in commercial relationships.[5] This article concentrates on the narrower question of the legal status and enforcement of adjudicators' decisions.

The problem is therefore not that adjudication is wholly absent from Tanzania's construction industry. Rather, its operation is not supported by a sufficiently coherent statutory enforcement framework. This article addresses the implications of that gap and considers legal and institutional reforms that could improve predictability, timely compliance and confidence in adjudication.

III. Conceptual and Theoretical Framework

For this article, enforcement of an adjudication decision refers to the legal and procedural means by which a party obtains compliance with a decision when the other party does not comply voluntarily. Enforceability is distinct from contractual or institutional binding effect: a decision may bind the parties under their agreement without necessarily being directly executable as a judgment of a court. This distinction is central to assessing whether adjudication provides effective and timely relief.

This article is informed by New Institutional Theory and Transaction Cost Economics. New Institutional Theory assists in examining how formal rules, institutional mandates and professional practices shape the operation of adjudication. Where responsibilities are unclear or enforcement procedures are fragmented, the institutional environment may fail to support consistent compliance. Transaction Cost Economics provides a lens for considering the additional costs generated by uncertainty, procedural duplication and the need for further proceedings. Together, these perspectives support analysis of both the formal legal framework and the practical consequences of enforcement arrangements.

IV. Legal and Institutional Framework

A. Tanzania's legal framework

Tanzania's legal framework relevant to construction adjudication includes the Constitution[6], the Arbitration Act[7], the Civil Procedure Code[8] and the National Construction Council Act[9], alongside institutional adjudication rules and contractual provisions. These instruments provide the wider legal and institutional context in which construction disputes are resolved. The

[5] Madeline Kimei, *Survey Report on Alternative Dispute Resolution (ADR) Usage by Businesses in Tanzania (April 2025)* (SSRN, 2025), https://ssrn.com/abstract=5340971.
[6] Constitution of the United Republic of Tanzania, 1977, Cap. 2 R.E. 2023.
[7] Arbitration Act, Cap. 15 R.E. 2023 (Tanz.).
[8] Civil Procedure Code, Cap. 33 R.E. 2023 (Tanz.).
[9] National Construction Council Act, Cap. 162 R.E. 2023 (Tanz.).

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existence of contractual or institutional rules can enable parties to refer disputes to adjudication and establish a process for appointing an adjudicator, presenting claims and obtaining a decision.

The principal limitation is that these sources do not collectively provide a comprehensive statutory regime for construction adjudication equivalent to the dedicated framework found in the United Kingdom. In particular, the framework lacks sufficiently clear and uniform provisions on the legal status of adjudicators' decisions and the direct procedure for enforcement. Accordingly, the binding effect of a decision under a contract or institutional rules should not automatically be equated with the ability to enforce it through a summary court procedure.

B. Tanzania's institutional framework

The National Construction Council[10] has a role in the construction sector and has developed adjudication procedural rules.[11] The Tanzania Institute of Arbitrators[12] also provides institutional rules[13] relevant to adjudication. The Judiciary[14] becomes relevant where a party seeks legal relief following non-compliance, while professional and regulatory bodies including the Contractors Registration Board[15] and Engineers Registration Board[16] contribute to the wider professional environment. These institutions provide an existing foundation on which a more coherent system could be developed. However, there is a need for clearer coordination between administering bodies, professional regulators and courts, particularly where an adjudication decision must be enforced.

C. The United Kingdom's legal and institutional framework

In England and Wales, section 108 of the Housing Grants, Construction and Regeneration Act 1996 establishes a statutory right to refer qualifying construction disputes to adjudication. The Local Democracy, Economic Development and Construction Act 2009 amended the regime, while the Scheme for Construction Contracts supplies default procedural terms where

[10] Established under section 3(1) of the National Construction Council Act, Cap. 162 R.E. 2023 (Tanz.); section 4(o) lists among the Council's functions to "facilitate efficient resolution of disputes in the construction industry".
[11] NATIONAL CONSTRUCTION COUNCIL, *Adjudication Procedural Rules* (2017) (Tanz.), https://www.ncc.go.tz/uploads/documents/sw-1789114316-ADJUDICATION%20RULES.pdf.
[12] The Tanzania Institute of Arbitrators (TIArb) is a professional institution that promotes arbitration and other alternative dispute resolution mechanisms, including adjudication in construction disputes.
[13] TANZANIA INSTITUTE OF ARBITRATORS, *Adjudication General Conditions & Procedural Rules* (2021 ed.), https://www.tiarb.or.tz/website/docs/TIArb%20ADJUDICATION%20RULES%202021.pdf.
[14] Vested with the authority to dispense justice under Article 107A(1) of the Constitution of the United Republic of Tanzania, 1977, Cap. 2 R.E. 2023.
[15] Established under section 3(1) of the Contractors Registration Act, Cap. 235 R.E. 2023 (Tanz.).
[16] Established under section 3(1) of the Engineers Registration Act, Cap. 63 R.E. 2023 (Tanz.).

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contractual provisions do not satisfy statutory requirements. The statutory scheme supports the principle that an adjudicator's decision is binding unless and until the dispute is finally determined by litigation, arbitration or agreement.[17]

Enforcement is supported by the courts, particularly the Technology and Construction Court, through procedures developed under the Civil Procedure Rules.[18] Decisions such as *Macob Civil Engineering Ltd v. Morrison Construction Ltd*[19] and *Carillion Construction Ltd v. Devonport Royal Dockyard Ltd*[20] illustrate the courts' emphasis on giving effect to adjudicators' decisions, subject to limited grounds for resisting enforcement. The principle commonly described as 'pay now, argue later' protects the immediate utility of adjudication while preserving the parties' ability to obtain a final determination through the contractually or legally available process. Coulson's work explains the operation of statutory adjudication in the United Kingdom and the importance of judicial support in giving practical effect to adjudicators' decisions.[21]

D. Comparative analysis

The principal difference between the two jurisdictions lies in the degree of statutory institutionalisation. Tanzania relies substantially on contractual and institutional arrangements, while England and Wales have a statutory right to adjudication, default procedural rules and an established judicial route for enforcement. The United Kingdom framework does not eliminate every dispute about jurisdiction, fairness or enforcement; rather, it provides a clearer starting point for determining the status of decisions and the route to compliance.

For Tanzania, the relevant lesson is not necessarily to reproduce every element of the United Kingdom model. A suitable reform should identify which construction contracts and disputes qualify for adjudication, define the interim binding effect of decisions, provide a prompt enforcement procedure and preserve narrow safeguards against jurisdictional error, fraud or serious procedural unfairness. It should also allocate responsibilities among the NCC, professional institutions and the courts.

[17] Housing Grants, Construction and Regeneration Act 1996, c. 53, §§ 108(1), (3), (5), 114 (UK); Local Democracy, Economic Development and Construction Act 2009, c. 20, pt. 8 (UK); Scheme for Construction Contracts (England and Wales) Regulations 1998, SI 1998/649, sch., pt. I, para. 23(2) (UK).
[18] Civil Procedure Rules 1998, SI 1998/3132, pt. 24 (UK).
[19] *Macob Civil Engineering Ltd v. Morrison Construction Ltd* [1999] EWHC Technology 254, [1999] BLR 93, 97.
[20] *Carillion Construction Ltd v. Devonport Royal Dockyard Ltd* [2005] EWCA Civ 1358, [85]–[86].
[21] PETER COULSON, COULSON ON CONSTRUCTION ADJUDICATION (2d ed. 2011).

V. Main findings and discussion

A. The legal status of adjudication decisions in Tanzania

The first finding from the doctrinal and comparative analysis is that Tanzania's principal difficulty is not simply the absence of adjudication in practice, but the lack of a single, sufficiently clear statutory foundation defining its legal status and consequences. Adjudication may be incorporated into construction contracts or administered under institutional rules, but contractual recognition does not necessarily answer the separate question of how a decision is to be enforced when the losing party refuses to comply. The distinction is material: a decision may impose an obligation between the parties under the contract while still requiring a further legal step before coercive enforcement can be obtained. Where legislation does not expressly identify the decision's status, parties may disagree over whether enforcement should proceed as a contractual claim, an application for recognition, or another form of civil proceeding. Such uncertainty reduces the predictability that adjudication is intended to provide.

This legal uncertainty also affects the allocation of risk at the contract-drafting stage. Parties may use standard-form contracts and institutional rules to establish an adjudication process, yet the effectiveness of those arrangements depends on whether the decision and the enforcement route are recognised by the applicable law. Differing contractual clauses may produce inconsistent procedural expectations, particularly where the contract is silent on non-compliance or incorporates rules that do not themselves confer statutory enforceability. A statutory regime should therefore distinguish clearly between the adjudicator's authority to determine a dispute, the binding effect of the decision pending final resolution, and the procedure through which a court may enforce it. These are related but separate questions, and leaving them to implication creates avoidable uncertainty.

B. The absence of a dedicated and expedited enforcement procedure

The second finding is that the absence of a clearly prescribed enforcement procedure risks undermining the speed and commercial purpose of adjudication. If a party must commence ordinary proceedings to establish or recover the entitlement already determined by an adjudicator, the successful party may incur additional legal costs and delay. In construction projects, delay in payment can affect cash flow across the contracting chain and may disrupt labour, procurement and the continuation of works. An enforcement mechanism that is procedurally indistinguishable from a full determination of the original dispute may therefore diminish the practical advantage of adjudication.

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A dedicated procedure need not eliminate judicial oversight. Rather, it should identify the court or division with jurisdiction, prescribe the documents to be filed, provide clear time limits for responses and hearings, and establish the legal test for enforcement. The court's task at the enforcement stage should ordinarily be to determine whether the decision falls within the statutory regime and whether a recognised ground for refusing enforcement has been established, not to rehear the substantive merits simply because one party disagrees with the result. A streamlined process would reduce procedural uncertainty and make the expected consequences of non-compliance more transparent to contracting parties.

C. The United Kingdom model: statutory recognition and judicial enforcement

The United Kingdom provides a useful comparator because the Housing Grants, Construction and Regeneration Act 1996 introduced a statutory right to adjudication for qualifying construction contracts, with amendments made by the Local Democracy, Economic Development and Construction Act 2009. The Scheme for Construction Contracts supplies procedural terms where the contract does not adequately provide them. In broad terms, the statutory model is designed to secure a rapid decision and to make that decision binding unless and until the dispute is finally determined by litigation, arbitration or agreement. The system therefore treats adjudication as an interim mechanism intended to maintain commercial momentum, rather than necessarily as the final resolution of every legal issue between the parties.

Judicial enforcement has been central to making this model effective. The approach reflected in cases such as *Macob Civil Engineering Ltd v. Morrison Construction Ltd*[22] and *Carillion Construction Ltd v. Devonport Royal Dockyard Ltd*[23] generally supports enforcement of adjudicators' decisions and discourages attempts to use enforcement proceedings to reopen the merits. The courts nevertheless retain a supervisory role, particularly where the adjudicator acted outside jurisdiction or there has been a material breach of natural justice. The relevant lesson is not that every adjudication decision must be enforced regardless of circumstances, but that the law should define a strong default in favour of prompt compliance while specifying narrow, intelligible exceptions.

The comparison also reveals that legislation alone is insufficient unless supported by procedural rules and a consistent judicial approach. Statutory recognition establishes the legal foundation, default rules address contractual omissions, and judicial decisions explain the boundaries of

[22] *Macob*, *supra* note 19, at 97.
[23] *Carillion*, *supra* note 20, at [85]–[86].

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enforcement and challenge. Tanzania could draw from this integrated design while adapting it to the local structure of construction regulation, civil procedure and dispute-resolution institutions. Any reform should be based on a clear assessment of local institutional capacity and should avoid importing technical provisions that do not fit Tanzania's legal and commercial context.

D. Judicial oversight, jurisdiction and natural justice

The fourth finding is that a workable enforcement regime must balance prompt enforcement with procedural fairness. If the grounds for resisting enforcement are drafted too broadly, a losing party may use them to relitigate the dispute and defeat the intended speed of adjudication. If they are too narrow or uncertain, however, enforcement may be ordered despite a fundamental defect in the adjudicator's authority or the fairness of the process. A balanced statutory framework should therefore identify limited grounds for refusing enforcement, including lack of jurisdiction and material breach of natural justice, and clarify the burden and procedure for raising such objections.[24]

The legislation should also distinguish between errors that go to the adjudicator's jurisdiction or the fairness of the process and ordinary errors of fact or law made within the adjudicator's mandate. The latter should not automatically provide a basis for refusing enforcement where the statutory purpose is to secure interim compliance. At the same time, parties must retain access to the contractually or legally available final forum for determination of the underlying dispute. This preserves the provisional character of adjudication without making the process toothless. For Tanzania, the key is to state these principles expressly so that parties and courts are not required to infer them from contractual language or general procedural law.

E. Interaction with arbitration, litigation and contractual remedies

The analysis further indicates that legislation should explain how adjudication relates to arbitration, litigation and other contractual remedies. Adjudication is often valued because it can produce an early decision while preserving the possibility of a final determination later. If the legal relationship between these mechanisms is unclear, parties may face parallel proceedings, uncertainty about the status of the adjudicator's decision, or arguments that enforcement should await final resolution of the dispute. A statutory scheme should state whether and how an adjudication decision remains binding pending final determination, how a

[24] *See Carillion*, *supra* note 20, at [85]–[87] (discouraging challenges for excess of jurisdiction or breach of natural justice "save in the plainest cases"); *see also* Housing Grants, Construction and Regeneration Act 1996, c. 53, § 108(2)(e) (UK) (duty to act impartially); Scheme for Construction Contracts (England and Wales) Regulations 1998, SI 1998/649, sch., pt. I, para. 12(a) (UK).

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later award or judgment affects the parties' obligations, and how courts should treat enforcement applications where related proceedings are already underway.[25]

Clarity on these issues would help prevent procedural duplication. It would also enable contract drafters to align adjudication clauses with arbitration clauses and court jurisdiction provisions. The legislation should not assume that adjudication displaces arbitration or litigation; instead, it should define the different functions of each process and provide a predictable sequence for interim compliance and final resolution. This is particularly important where a construction contract involves multiple parties, payment chains or dispute-resolution clauses that may not be drafted consistently.[26]

F. Institutional coordination and professional standards

A further finding is that effective adjudication depends on more than the existence of a legal remedy. Institutions that administer appointments, maintain panels, provide procedural rules or support professional development need clearly allocated responsibilities. In Tanzania, the National Construction Council, the Tanzania Institute of Arbitrators and other relevant professional bodies may contribute to the development of adjudication, but the relationship between institutional rules and statutory enforcement should be transparent. Where institutional roles overlap or standards vary, parties may encounter inconsistent appointment practices, procedural expectations and approaches to the quality of decisions.

A statutory framework should establish minimum standards for eligibility, independence, impartiality, disclosure of conflicts, professional conduct, reasoned decisions and the management of fees. It should also clarify the respective functions of public regulators and professional institutions, including responsibility for accreditation, training, complaints and disciplinary action. Such provisions would not require the state to administer every adjudication. Instead, the law could set minimum safeguards while allowing competent institutions to administer proceedings under approved rules. This would support consistency without unnecessarily restricting party autonomy.[27]

G. Accessibility, cost and practical usability

The legal analysis also points to the importance of designing enforcement rules that are accessible and proportionate. If enforcement requires expensive or procedurally complex litigation, smaller contractors and subcontractors may be unable or unwilling to pursue a

[25] Housing Grants, Construction and Regeneration Act 1996, c. 53, § 108(3) (UK).
[26] *See generally* Local Democracy, Economic Development and Construction Act 2009, c. 20, pt. 8 (UK).
[27] *See generally* Coulson, *supra* note 21; JOHN MURDOCH & WILL HUGHES, CONSTRUCTION CONTRACTS: LAW AND MANAGEMENT (4th ed. 2008).

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decision, even where they have succeeded in adjudication. Costs can therefore weaken the practical value of the mechanism and create an imbalance between parties with different financial resources. A dedicated procedure should be proportionate to the purpose of adjudication, with clear filing requirements, predictable fees and prompt judicial consideration.

Accessibility also depends on clear information. Parties should be able to identify the applicable rules, the method of appointing an adjudicator, the deadlines for submitting a dispute, the form and delivery of a decision, and the steps available when a party fails to comply. Standardised guidance and model contractual clauses could reduce uncertainty, especially for participants who do not regularly engage in complex construction disputes. These measures should complement a statutory enforcement route rather than substitute for it.

H. Legislative design options for Tanzania

Taken together, the findings support the adoption of a dedicated statutory framework or coordinated amendments to existing legislation. A standalone Construction Adjudication Act could provide a coherent and visible basis for the mechanism, while amendments to construction, arbitration or civil procedure legislation might be preferable if they can achieve the same clarity without creating overlapping regimes. The decisive issue is not the title of the legislation but whether it establishes a complete and internally consistent system.[28]

At a minimum, the framework should define the construction contracts and disputes covered; establish a right to refer qualifying disputes to adjudication; provide default appointment and procedural rules; specify the time within which decisions should be issued; state the binding effect of decisions pending final resolution; provide a direct and expedited enforcement procedure; identify limited grounds for resisting enforcement; clarify the interaction with arbitration and litigation; and allocate institutional responsibilities. It should also provide for transitional arrangements and consider whether the regime applies to public and private construction contracts, including any necessary exclusions. Consultation with construction-sector stakeholders, courts, professional institutions and public regulators would assist in ensuring that the framework is workable.[29]

I. Overall comparative finding

The central comparative finding is that the United Kingdom's experience is valuable because statutory recognition, procedural defaults and judicial enforcement operate as connected parts

[28] *See* Mashamba, *supra* note 3.
[29] *Cf.* Housing Grants, Construction and Regeneration Act 1996, c. 53, §§ 108, 114 (UK); Scheme for Construction Contracts (England and Wales) Regulations 1998, SI 1998/649 (UK).

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of a single system. The model's practical strength does not arise from statutory wording alone; it also depends on established court practice and a clear understanding that adjudication is intended to secure prompt interim compliance. Tanzania's reform should therefore address both the substantive legal status of decisions and the procedural route for enforcing them, while building institutional competence and predictable judicial practice.

The comparison should nevertheless be applied cautiously. Differences in legal institutions, construction-market practices, court resources and existing dispute-resolution arrangements mean that a foreign framework cannot simply be copied. Tanzania should identify the principles that address its particular legal gap (certainty, speed, proportionality, limited grounds of challenge and institutional accountability) and translate them into legislation and rules suited to its own system. This context-sensitive approach offers a more sustainable path than relying solely on contractual provisions to solve a problem that concerns legal enforceability.

VI. Conclusion

The doctrinal and comparative analysis shows that construction adjudication is used in Tanzania through contractual and institutional arrangements, but its effectiveness is constrained by uncertainty over the legal status of decisions, the absence of a dedicated enforcement procedure, potential procedural duplication, costs, insufficiently defined institutional responsibilities and the need for clearer judicial guidance. The central distinction is between a decision that binds the parties under their agreement and one that can be enforced promptly through court process. The United Kingdom experience demonstrates how statutory recognition, default procedural rules and supportive judicial practice can strengthen adjudication's practical utility while preserving safeguards for jurisdictional and natural-justice defects and the possibility of final determination through arbitration or litigation. Tanzania should establish a coherent, context-sensitive framework clarifying the effect of decisions, providing an expedited enforcement route, defining limited grounds of challenge and coordinating the responsibilities of relevant institutions.

VII. Recommendations

A. Legislature and government

The Legislature should enact a dedicated Construction Adjudication Act or introduce coordinated amendments that establish a clear statutory basis for adjudication in qualifying construction contracts. The legislation should prescribe the legal effect of decisions, the circumstances in which they remain binding, the interaction with final determination and the

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procedure for enforcement. The selected legislative form should avoid duplication and align with existing construction, arbitration and civil procedure laws.

B. Judiciary

The Judiciary should support the development of a clear and proportionate enforcement procedure within the existing court structure. The procedure should enable prompt consideration of an adjudication decision and restrict challenges to recognised grounds, without preventing a party from pursuing final determination of the underlying dispute where the law or contract permits.

C. National Construction Council and professional institutions

The NCC, TIArb and relevant professional regulators should coordinate the development of consistent procedural standards, minimum qualification and accreditation requirements, conflict-of-interest rules and continuing professional development for adjudicators. They should also provide accessible guidance on the commencement of adjudication, the form of decisions and the steps available following non-compliance.

D. Construction industry stakeholders

Employers, contractors, consultants and their legal advisers should ensure that construction contracts clearly identify the applicable adjudication rules, appointment mechanism, time limits and consequences of non-compliance. Contractual drafting should complement, rather than substitute for, a coherent statutory enforcement framework.

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