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The Standard Adopted by The Jordanian Legislator in Adapting Arbitration

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This study aims to discuss the concept of commercial arbitration in general, as well as arbitration in Jordanian law. tracing the history of international commercial arbitration in several Arab countries in general, as well as clarifying the criteria followed by Jordanian legislators in adapting arbitration. This study was conducted using an inductive descriptive approach, with the objectives of studying previous works, references, and studies on the subject of arbitration in general, as well as the standard followed by Jordanian legislators in adapting arbitration.

Key words: *commercial arbitration, Jordanian Commercial Law, UNCITRAL.*

Introduction

Arbitration has recently been the standard and preferred option for many people to resolve conflicts, whether they originate in the domestic or international community. Arbitration denotes the desire of the parties not to submit their dispute to the conventional justice in the state, but rather to construct their own court, which they choose. Arbitration is also known as the arbitration system. It is a dual-natured compound in that it is an act of agreement in its origin, since the arbitrator draws his authority and powers from the parties' will, on the one hand, and a judicial act in its function, on the other. In the conflicts that have been presented to him, as well as the issue of a decision in them. Because of the many benefits of arbitration, the most important of which is its speed in resolving disputes, saving time and effort, and protecting the parties' trade secrets.

Arbitration is both an old and modern system, as it is of ancient origin as a means of resolving disputes in ancient societies and it is governed by the customs and norms followed in those societies. And modern because, at the present time, and following the emergence of the state and its crystallization in its current form, as well as its close relationship in terms of interest with

other countries, the expansion of international commercial relations between natural and legal persons in different countries, as well as the high volume of international commercial contracts, almost no international commercial contract is concluded today without It includes an arbitration clause that requires any disagreement resulting from this contract to be resolved by international arbitration, i.e. by an arbitral tribunal. This arbitral tribunal is appointed by the parties to the dispute or by one of the international commercial arbitration institutions [1], such as the International Chamber of Commerce[2], or by a specific international arbitration system, such as the system established by the United Nations Commission on International Trade Law (UNCITRAL).[3]

As a result, international commercial arbitration is one of the manifestations of modern legal and economic thought at the global level, as well as a desired tool to revitalize international trade, which has created a strong trend in various countries around the world that pushes them to amend their laws to reflect this thought. As most countries around the world increase foreign investment on their territory, which entails an increase in international economic relations in general and trade in particular, the need for arbitration as the natural and ideal means of settling disputes that arise, so that it can be said metaphorically that the origin is in settling disputes arising from contracts. International arbitration is arbitration, with the exception of recourse to the judiciary. Recent economic changes have attracted the interest of Arab countries in general, and the Hashemite Kingdom of Jordan in particular, in international commercial arbitration, prompting the establishment of legislation to support it. Arbitration was the only acceptable alternative to appealing to his country's judiciary.

From a legislative standpoint, Jordan is at the forefront of Arab countries in terms of attention to arbitration. Jordan was the only Arab country to release the first distinct legal legislation dealing with arbitration, Law No. (18) in 1953, although other Arab countries used to separate arbitration chapters from their civil legislation. The new Arbitration Law No. 31 of 2001 replaced the old Law No. 18 of 1953, and its provisions are primarily derived from the Model Law of 1985 established by the United Nations Commission on International Trade Law and the Egyptian Arbitration Law No. 27) for the year 1994.[4]

[1] Abdel Qader, Nariman, Arbitration Agreement According to the Law on Arbitration in Civil and Commercial Matters No. 27 of 1994, 1st Edition, Cairo. Arab Renaissance House, 24.
[2] The International Chamber of Commerce was established in 1919. It is considered one of the international commercial arbitration institutions. The International Court of Arbitration of the Chamber of Commerce resolves international commercial disputes at a rate of 500 cases annually.
[3] United Nations Commission on International Trade Law (UNCITRAL): A Model Law of International Commercial Arbitration issued by the United Nations Commission on June 21, 1985, which is known as the UNCITRAL Rules.
[4] Al-Jazi, Omar Mashhour Haditha (2003), The Arbitration Agreement under the Jordanian Arbitration Law No. 31 of 2001, The Lebanese Journal of Arab and International Arbitration, No. 22 Volume 1.

Based on the preceding, this study was able to describe the concept of arbitration in general, as well as arbitration in Jordanian law, and to identify the criterion used by Jordanian legislators in adopting arbitration.

Objectives

1. Getting to know the concept of commercial arbitration in general, and arbitration in Jordanian law.
2. Tracing the history of international commercial arbitration in some Arab countries in general.
3. Clarify the standard adopted by the Jordanian legislator in adapting arbitration.

Study importance

The importance of the study stems from the importance of the subject itself, which examines arbitration in Jordanian law and the criterion adopted by the Jordanian legislator in adapting arbitration, as arbitration has become a system for settling disputes outside the judiciary of the state, imposed by the reality of local and international trade. Similarly, this unique system of litigation has spread to the point where states are obligated to regulate it in a detailed and accurate manner that keeps pace with modern international trends and ensures its ability to participate in the advancement of international trade and development projects after arbitration has become one of its most prominent guarantees.

The relevance of this study stems from the interest of arbitration legislation in regulating the rules governing the arbitration agreement, which is evident in the new Jordanian arbitration law, as there is hardly an article in it that does not refer to the arbitration agreement or its procedures.

Questions for investigation

This study provides answers to the following questions:

1. What is the general concept of commercial arbitration and arbitration under Jordanian law?
2. How is commercial arbitration practiced in various Arab countries?
3. What is the Jordanian legislator's standard for adjusting arbitration?

Methodology

This study was conducted using an inductive approach, with the objectives of studying prior books, references, and studies on the subject of arbitration in general, as well as the standard followed by Jordanian legislators in adapting arbitration.

Chapter One: An Overview of Arbitration

The first topic: the concept of arbitration.

International arbitration is defined as: "the agreement to submit the dispute to a specific person or persons to decide it without resorting to the competent court."[5] In this regard, or as a clause in a separate agreement that provides for referring disputes that may occur between them to arbitration, this agreement is called an "arbitration clause" in its two forms, and it may be agreed to resort to arbitration after the occurrence of the dispute, and this agreement is called an "arbitration clause"[6]

The first paragraph of Article 4 of the Egyptian Arbitration Law No. 27 of 1994 defines arbitration as "the arbitration agreed upon by the two parties to the dispute of their own free will, whether the party undertaking the arbitration procedures under the arbitration agreement is a permanent organization or center for arbitration or not". As defined in Article Seventh in its first paragraph, the arbitration agreement is "an agreement between the two parties to refer to arbitration all or some of the specific disputes that have arisen or that may arise between them regarding a specific legal relationship, contractual or non-contractual." The arbitration may be in the form of an arbitration clause contained in a contract or in the form of a separate agreement.[7]

Arbitration is described in general as a consensual method of resolving disputes in which a person other than the litigants renders a judgment terminating the dispute that is binding on the litigants by following legally established procedures or an agreement as permitted by law.[8]

The Jordanian legislator decided to regulate issues related to arbitration in a special law, Arbitration Law No. 31 of 2001.

As the preceding definition of arbitration makes apparent, arbitration as a legal institution aims to resolve issues that have been chosen to deal with them. The result of the arbitration is referred to as the "arbitration award". Where this judgement establishes a set of rights and is binding on the litigant's subject to it, and when the litigant who has the right obtains an arbitral ruling that is to his advantage, this ruling bears no fruit and serves no use unless the other litigant implements what is stated in it. Jordanian law left the definition of arbitration to the judiciary, and the Court of Cassation defined it as "an exceptional way that litigants resort to resolve disputes that arise

[5] Al-Fiqi, Omar Issa (2003), The New in Arbitration in the Arab Countries, 1st Edition, Alexandria, Modern University Office, 122.
[6] Bariri, Mahmoud Mukhtar (2004), International Commercial Arbitration, 3rd Edition, Cairo, Dar Al-Nahda Al-Arabiya, 6.
[7] Article 4 of the Egyptian Arbitration Law No. 27 of 1994.
[8] Al-Sarhan, Bakr and Daradkeh, Lafi, (2009) The Mechanism for Implementing Arbitration Awards in Jordan: An Evaluation Study in the Light of Arbitration Law No. 31 of 2001, Al-Manara Magazine, Issue 2, Volume 15.

between them under an existing agreement between them with the intention of exiting through ordinary litigation."

On the one hand, arbitration is distinguished in that it is a private judiciary that is mostly based on agreement because it arises from the freedom of the parties, and then the task of the arbitrator is the same as that of the judge, and the decision issued by the arbitrator is like the decision issued by this judge. On the other hand, arbitration does not have the status of a general judiciary, which is the judiciary of the state and the ordinary judiciary, but is considered a special judiciary.

The second topic: the reality of arbitration in some Arab countries.

Egypt was the first Arab country to organize arbitration, with legislative texts contained in articles 702 to 727 of the legalization of pleadings issued in the year 1883, and the arbitration texts were more organized and detailed in articles 818 to 850 of the legalization of pleadings issued in 1949, and in response to the United Nations General Assembly's request, the Egyptian legislator issued the International Commercial Arbitration Law No. 27 of 1994.[9]

Some Arab countries have also issued recent arbitration legislation, such as Republican Decree Law No. 22 of 1992 regarding arbitration in the Republic of Yemen, and Tunisian Arbitration Law No. 42 of 1993, which included three chapters, the first of which included the common rules for national and international arbitration; the second chapter included provisions relating to national arbitration; and the third chapter included provisions relating to international arbitration.[10]

Oman published Royal Decree No. 47 of 1997, which established an arbitration law with features identical to Egyptian law. Djibouti enacted the Arbitration Law of 1984, while the Kingdom of Bahrain enacted Royal Decree Law No. 9 of 1994, the first article of which stipulates that the provisions of the Model Law on International Arbitration for the year 1985 accompanying this law shall be applied. In the United Arab Emirates 2006, a draft federal law on commercial arbitration was produced that follows the approach of the Model Law on International Commercial Arbitration approved by the United Nations General Assembly for the year 1985. In addition, numerous Arab countries have passed legislation relating to arbitration. However, the customary rules of arbitration, such as Jordan's, were preserved.

However, some Arab countries continue to regulate arbitration within the framework of their civil and commercial procedures legislation, following the approach of the Egyptian Code of

[9] Khalifa, Abdul Aziz Muhammad (2006), Arbitration in Internal and International Administrative Contract Disputes, Dar al-Fikr al-Jamii, Alexandria, 35.
[10] Wali, Fathi (2008), Arbitration Procedures and Rules in the Arab World compared to Modern Trends in Arbitration, 1st Edition, Dar Al Fikr Al Arabi, Beirut, 12.

Pleadings prior to the issuance of Arbitration Law No. 27 for the year 1994, while preserving the traditional general principles of arbitration without being influenced by the modern trends included in the United Nations Model Law. This covers the Syria Code of Procedure No. 84 for the year 1952, the Libyan Procedures Law for the year 1954, and the Iraqi Procedures Law No. 83 for the year (1955). 1969.

We clearly identify some current trends that the laws of those countries have adopted from the reference to the legislative rules regulating arbitration in Arab countries, and we refer to some of them as follows:

The Will's Role

With the exception of what is called "obligatory arbitration", which is specified by various national laws to decide some conflicts, particularly non-commercial ones, the will of the parties to the dispute plays a substantial and crucial role in the arbitral process. In this context, the subject can be summed up by noting that there is no commercial arbitration without an agreement. Not only that, but the parties must agree on many aspects of their arbitration, including the types of issues covered by the arbitration, how to nominate the arbitral tribunal and the conditions of the arbitrator, and whether the arbitrators are appointed directly by them or by any other party. After forming the arbitral panel, they can agree on the norms for arbitration procedures, evidence, durations, and so on. In general, the parties to the dispute have as much freedom as any other contract to incorporate any condition they feel is acceptable into the arbitration agreement, the only restriction is that it does not violate public order, morals, or another rule of national law that cannot be violated.[11]

However, it should be noted that the parties' independence in institutional arbitration is severely limited because they agree to settle their issue through one of the permanent arbitration organizations, such as the International Chamber of Commerce. This institution will almost always have its own regulations governing the appointment of the arbitral panel, the proceedings before it, and the arbitral award. As long as the parties have agreed to settle their issue through that institution, they must also agree to the application of its rules. We argue that the arbitration agreement serves as the foundation for arbitration, whether it is institutional or non-institutional.

[11] Farraj, Muhammad (2007) Modern Attitudes of Arab Countries in Commercial Evaluation, 2nd Edition, Dar Al Maaref, Alexandria, 12

Independence of the arbitration clause

The current tendency in commercial arbitration, particularly international arbitration, promotes the independence of the arbitration agreement from the original contract subject to arbitration, particularly if the agreement takes the form of an arbitration provision. This means that the arbitration clause is independent of the contract, so if the contract is considered terminated for any reason other than its natural execution, such as nullity or termination, the arbitration clause remains in effect as long as the reason for termination does not apply to the same condition, regardless of the contract in which the clause is mentioned.[12] In this regard, the arbitration laws of modern Arab countries such as Egypt, Oman, Bahrain, and Palestine have been adopted.[13] The basis of this trend is due to a practical reality, which is that the arbitration clause and its goal at the same time are to settle the dispute through arbitration instead of resorting to the judiciary, and the dispute will be settled in all cases.

This settlement can be done through arbitration as long as the arbitral tribunal decides on it in accordance with the applicable law, which, like the official judiciary, will judge the invalidity of the contract, for example, with the application of the legal consequences of that, such as compensation or restoring the situation to what it was before the contract, or otherwise, depending on the present situation and the surrounding circumstances.

The power of the arbitral tribunal to consider its jurisdiction

One of the prevailing norms in international arbitration is that the arbitral panel has jurisdiction over the petition for lack of jurisdiction. In the sense that one of the two parties to the arbitration case (the defendant) may argue that the arbitral tribunal lacks jurisdiction over the dispute at hand, the traditional view holds that it is not reasonable for the commission to hear this plea as long as it is directly related to it, but the judiciary has jurisdiction to decide on it. In this scenario, the arbitration proceedings are meant to be halted until the competent court rules on this plea.[14]

Egyptian law adopted the same principle for this approach, stipulating that the arbitral tribunal decides on defenses related to its lack of jurisdiction, which is also followed by Omani law, Bahraini law, Palestinian law, the Oman Commercial Arbitration Convention, the Commercial

[12] Haddad, Hamza (2000), Arbitration Agreement in International Commercial Arbitration, a working paper presented to the International Commercial Arbitration Symposium organized by the Cairo Center and the International Institute for the Unification of Private Law, Cairo, p. 13.
[13] Egyptian and Omani Article no. 23; Article 16/1 of the law attached to Decree-Law No. 9/1994 in Bahrain; Palestinian Article no. 5/4. The source of these texts is Article 16/1 of the Model Law.
[14] Article 16/model; Article 21 of the UNCITRAL Rules; Article 8 of the International Chamber of Commerce rules

Arbitration Center for Gulf Cooperation Council countries, and the Yemeni Center for Conciliation and Arbitration.[15]

Broad interpretation of the term "Trade"

The aforementioned arbitration rules are solely applied to commercial disputes, but without the intention of distinguishing between commercial and civil rules in the conventional sense used by laws that follow the Latin system, such as France and the majority of Arab countries. Instead, the term "Trade" is meant to have a broad sense that covers civil disputes.[16] It was thus explicitly considered the Model Law when it stipulated that the term "trade" be defined broadly to embrace all typical commercial relations.

Regarding that, the law provided examples of such relationships, including: any commercial transaction for the supply or exchange of goods or services, distribution agreements, commercial representation or commercial agency, management of rights with third parties, purchasing, leasing, factory construction, consulting services, engineering works, licensing; investment, financing, banking, insurance, exploitation agreements or concessions; joint ventures and other forms of industrial or commercial cooperation, transportation of goods or passengers by air, sea, rail, or road. Such a broad interpretation of the term "Trade" or "commercial" was also adopted by (modern) legal rules regulating arbitration in Arab countries, such as Egyptian, Omani, and Bahraini law,[17] which were explicitly referred to in the preamble of the Amman Convention.

Chapter Two: Arbitration in Jordanian Law

The first topic: the reality of arbitration in Jordanian law.

Jordan was one of the first countries in the area to pass an arbitration law, as the previous arbitration law, Arbitration Law No. 18 of 1953, had been abolished. This aforementioned repealed law dealt with many issues related to arbitration, but the nature of the stage at which it was issued, as well as other factors, caused many problems, necessitating the legislator to issue a new arbitration law that avoids many of these issues, such as the fact that the repealed Law No. 18 of 1953 allowed objection to arbitration judgments by the same legal methods and means in which judicial judgments are objected to and challenged (whether ordinary or unusual methods). This issue of the permissibility of reviewing arbitration rulings in this way deprives the arbitration system of one of its most important advantages, which is the element of speed.

[15] Egyptian and Omani Article no. 22. Bahraini Article no. 16. Palestinian Article no. 16. The source of this ruling is Model Article no.16.
[16] Al-Qarini, Abdullah (2009), Arab Agreements in the Field of Arbitration for International Trade, Dar Al-Resala, Amman, 11
[17] Article No. 2 of the Egyptian and Omani law, And Article No. 1/5 of the Bahraini Law.

Many of the articles of the Jordanian Arbitration Law were derived from the model (UNCITRAL) arbitration law, which was developed by the United Nations International Trade Commission as a model for countries to utilize in developing their own arbitration laws, in an attempt to reach common rules in many countries due to the possibility of implementing judgments and achieving equal treatment before the arbitrators and those involved in arbitration.

The second topic: the standard adopted by the Jordanian legislator in adapting arbitration.

There are many types of arbitration, depending on the number of classification criteria, the most important of which are:[18]

1. **The criterion of the extent to which the parties to the conflict are free to resort to it to resolve this dispute.**

Arbitration in terms of the freedom of the parties to the dispute to resort to it may be optional arbitration if it is resorted to base on the parties' agreement, meaning that they have the right to resort to arbitration or the judiciary to resolve the dispute between them without being obligated to any of them. It may be compulsory arbitration if resorting to it is binding on the parties to the dispute by the text of the law to resolve some disputes. This type of arbitration takes two forms: the first, in which the legislator provides for resorting to arbitration, leaving the parties to the dispute the freedom to choose the arbitral tribunal and its procedures; and the second, which provides for recourse to it without leaving the parties free to do so.

2. **The criterion of the extent of the existence of arbitration centers to settle the dispute.**

In terms of the availability of arbitration centers, arbitration may be a free arbitration known as "special case arbitration" or "incidental arbitration," in which the parties choose the rules governing the arbitration litigation, such as the arbitral tribunal, the applicable law, and other arbitration procedures. It is called "arbitration of special situations" because it differs from one disagreement to the next based on the nature of the dispute. Therefore, no permanent arbitral tribunal is constituted, but rather a temporary arbitral tribunal whose job ends with the resolution of the dispute. It is free arbitration from any arbitrary template prepared in advance, meaning that this type of arbitration does not take place within the framework of permanent arbitration centers, and it may be institutional or structured arbitration, and it is called "restricted arbitration." In which the parties to the dispute submit this dispute to permanent arbitration centers or institutions that undertake the settlement of this dispute, and do so according to rules and procedures set out in their internal regulations.

[18] Daoud, Ashjan Faisal Shukri, The Legal Nature of the Arbitration Judgment, its Effect and Methods of Appeal: A Comparative Study, Unpublished Master's Thesis, An-Najah National University, Nablus.

3. The criterion of the extent of the arbitral tribunal's authority to apply the law.

In terms of the extent of the arbitral tribunal's authority to apply the law, it can be arbitration by law, also known as “ordinary arbitration”, in which the arbitral tribunal is required to adjudicate the dispute in accordance with the law chosen by the parties to the dispute, or by this body if the parties did not choose the applicable law. This type of arbitration is known as “arbitration by the judiciary” or “arbitration by conciliation,” and the arbitral tribunal is required to resolve the dispute according to the standards of justice without being obligated by a law, but this does not mean a lack of respect for the legal rules that guarantee the organization of arbitration procedures and respect for basic rights such as respect for the rights of defense and equality between the parties to the dispute. In arbitration, the Jordanian legislator relied on the criterion of the freedom of the parties to the dispute to resort to arbitration. The articles of the law were adapted according to this nature, without obligating the parties to resort to it. This is what Article 3 of the Arbitration Law stipulates: (The provisions of this law apply to every consensual arbitration taking place in Jordan and related to a civil or commercial dispute between parties of public law or private law, whatever the nature of the legal relationship around which the dispute revolves, whether contractual or non-contractual). This text indicates the scope of application of the provisions of this law so that its provisions apply to every consensual arbitration taking place in Jordan, regardless of the type of dispute or the nature of the relationship between its two parties. The Jordanian legislator has tried, through the text of Article 3 of the Arbitration Law, to include all arbitrations that take place in the Kingdom under the umbrella of the provisions of this law. In addition to clarifying the contractual nature of the arbitration, one of the essential issues in arbitration is that it is consensual, meaning that the arbitrators can agree on all issues that they wish to apply to them in this arbitration. The parties have to agree on the subject of arbitration, the law applicable to the subject matter of the dispute, and the law applicable to the procedures.

They also have the right to choose the arbitrators and specify certain conditions for them. They also have the right to agree on the period during which the dispute must be settled and to determine the party that bears the expenses and expenses regardless of whether any party won or lost their case. Rather, the arbitrators may agree to authorize the arbitral tribunal to not apply the law to the dispute and to judge what it deems just, regardless of whether it is in agreement with the texts of the laws or not. The only restriction on their freedom to agree is that they must not violate public order.

Article 3 of the Arbitration Law also indicated that, in terms of the arbitration law, there is no difference between whether the parties to the relationship are private law persons or private law persons, as both parties in this relationship of a private law nature have the same legal status. Each of them has the rights granted by this law equally, without prejudice to the interests of either of them, because persons of common law resort to arbitration as a party to a special legal relationship. Not as an authority. The text of the 3rd article of the Jordanian Arbitration Law

continued to define the frameworks of the relationship in it, so that the term was used to allow arbitration on contractual and non-contractual issues as a reference to the breadth of the law.

With regard to the contractual relationship, arbitration can be limited to the provisions that this relationship entails. As for a non-contractual relationship, such as a dispute arising from negligence, the parties must agree among the issues on which they agree on determining the issue they want to arbitrate, and it is not permissible to leave it absolute because the arbitral tribunal does not have the authority to consider this dispute if it is not specified in the arbitration clause or stipulation, or even in the reference agreement.

Conclusion

This study came in two chapters to get acquainted with the concept of arbitration and its reality in some Arab countries, in addition to the reality of arbitration in Jordanian law, as well as clarifying the standard adopted by the Jordanian legislator in adapting arbitration. The study concluded that the concept of arbitration in general refers to the will of the parties to a specific legal relationship, contractual or non-contractual, by agreement that the dispute that has already arose between them or that is likely to erupt through persons chosen as arbitrators, whereby the parties shall determine the persons of the arbitrators or that they entrust an arbitral tribunal or one of the permanent arbitral tribunals to organize the aforementioned dispute.

There are many advantages to the arbitration process, including its flexibility, which allows the disputants to form it as appropriate for them and gives the parties freedom to choose the arbitrators who will undertake the arbitration process themselves. The arbitrator has a great deal of flexibility and a reasonable space of freedom to reach a fair judgment without being bound by a formal system or system of legal handcuffs. As well as easing the burdens of the judiciary in terms of not returning to it in all the disputes that may arise, arbitration allows the parties the freedom to choose the people who will settle the dispute, which will lead to reassurance of their judgments.

The study also concluded that the Jordanian Arbitration Law was based in many of its provisions on the Model (UNCITRAL) Arbitration Law developed by the United Nations International Trade Commission and indicated that there are a set of criteria upon which arbitration is based, the most important of which are: The criterion for the extent to which the conflicting parties are free to resort to arbitration to resolve this dispute, the criterion of the extent to which arbitration centers are in charge of adjudicating the dispute, and the criterion of the extent of the arbitral tribunal's authority to enforce the law, and that the criterion on which Jordanian law relies on arbitration is the criterion (the freedom of the parties to the dispute to resort to arbitration), and this was clarified by Article 3 of the law in the nature of the arbitration agreement,

This means that the arbitrators have the right to agree on all the issues that they wish to apply to them in this arbitration, such as the subject of arbitration, the law applicable to the subject matter of the dispute, the procedures, the issue of choosing the arbitrators, the period during which the dispute must be settled, and determining the party that bears the expenses and expenses, in addition to that, the possibility of authorizing the arbitral tribunal,

It is provided that it does not apply the law to the dispute and decides what it deems just regardless of whether it agrees with the provisions of the laws or not, and the only restriction on their freedom to agree is not to violate public order.

References

Abdel Qader, Nariman, Arbitration Agreement According to the Law on Arbitration in Civil and Commercial Matters No. 27 of 1994, 1st Edition, Cairo. Arab Renaissance House, 24.

Al-Fiqi, Omar Issa (2003), The New in Arbitration in the Arab Countries, 1st Edition, Alexandria, Modern University Office, 122.

Al-Jazi, Omar Mashhour Haditha (2003), The Arbitration Agreement under the Jordanian Arbitration Law No. 31 of 2001, The Lebanese Journal of Arab and International Arbitration, No. 22 Volume 1.

Al-Qarini, Abdullah (2009), Arab Agreements in the Field of Arbitration for International Trade, Dar Al-Resala, Amman, 11

Al-Sarhan, Bakr and Daradkeh, Lafi, (2009) The Mechanism for Implementing Arbitration Awards in Jordan: An Evaluation Study in the Light of Arbitration Law No. 31 of 2001, Al-Manara Magazine, Issue 2, Volume 15.

Article 16/model; Article 21 of the UNCITRAL Rules; Article 8 of the International Chamber of Commerce rules.

Article 4 of the Egyptian Arbitration Law No. 27 of 1994.

Article No. 2 of the Egyptian and Omani law, and Article No. 1/5 of the Bahraini Law.

Bariri, Mahmoud Mukhtar (2004), International Commercial Arbitration, 3rd Edition, Cairo, Dar Al-Nahda Al-Arabiya, 6.

Daoud, Ashjan Faisal Shukri, The Legal Nature of the Arbitration Judgment, its Effect and Methods of Appeal: A Comparative Study, Unpublished Mas

Egyptian and Omani Article no. 22. Bahraini Article no. 16. Palestinian Article no. 16. The source of this ruling is Model Article no.16.

Egyptian and Omani Article no. 23; Article 16/1 of the law attached to Decree-Law No. 9/1994 in Bahrain; Palestinian Article no. 5/4. The source of these texts is Article 16/1 of the Model Law.

Farraj, Muhammad (2007) Modern Attitudes of Arab Countries in Commercial Evaluation, 2nd Edition, Dar Al Maaref, Alexandria, 12

Haddad, Hamza (2000), Arbitration Agreement in International Commercial Arbitration, a working paper presented to the International Commercial Arbitration Symposium

organized by the Cairo Center and the International Institute for the Unification of Private Law, Cairo, p. 13.

Khalifa, Abdul Aziz Muhammad (2006), Arbitration in Internal and International Administrative Contract Disputes, Dar al-Fikr al-Jamii, Alexandria, 35.

The International Chamber of Commerce was established in 1919. It is considered one of the international commercial arbitration institutions. The International Court of Arbitration of the Chamber of Commerce resolves international commercial disputes at a rate of 500 cases annually.

United Nations Commission on International Trade Law (UNCITRAL): A Model Law of International Commercial Arbitration issued by the United Nations Commission on June 21, 1985, which is known as the UNCITRAL Rules.

Wali, Fathi (2008), Arbitration Procedures and Rules in the Arab World compared to Modern Trends in Arbitration, 1st Edition, Dar Al Fikr Al Arabi, Beirut, 12.