



محكمة قطر الدولية
ومركز تسوية المنازعات

QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

Law No. 2 of 2017 Promulgating the Civil and Commercial Arbitration Law

The QICDRC would like to thank the following organisations for assisting
it with the translation of this law:





Law No. (2) of 2017

Issuing the Law of Arbitration in Civil and Commercial Matters

We, Tamim Bin Hamad Al Thani

Emir of the State of Qatar

Having reviewed the Constitution,

The Civil and Commercial Procedures Law, issued by Law No. (13) of 1990,
and its amending laws,

The Judicial Authority Law, issued by Law No. (10) of 2003, as amended by
Decree Law No. (21) of 2010,

The Civil Law, issued by Law No. (22) of 2004,

The Commercial Law, issued by Law No. (27) of 2006, as amended by Law
No. (7) of 2010,

The Electronic Commerce and Transactions Law, issued by Decree Law No.
(16) of 2010,

The Convention on the Recognition and Enforcement of Foreign Arbitral
Awards, acceded by the State of Qatar by Decree No. (29) of 2003.

The Proposal of the Minister of Justice,

The draft Law proposed by the Council of Ministers,

And having consulted the Advisory Council,

have decreed the following Law:



Article (1)

The provisions of the Law of Arbitration in Civil and Commercial Matters attached to this Law shall enter into force.

Article (2)

The provisions of the Law of Arbitration in Civil and Commercial Matters attached hereto shall not apply to disputes which cannot be settled by Arbitration pursuant to any other law, or disputes that may only be submitted to Arbitration, in accordance with the provisions of laws other than those of this attached Law.

Article (3)

The provisions of the attached Law of Arbitration in Civil and Commercial Matters shall apply to any ongoing Arbitration at the time the Law enters into force and to any Arbitration commencing after the Law enters into force.

Article (4)

Articles (190) to (210) of the first Book of the aforementioned Civil and Commercial Procedures Law are repealed, as well as any provision that contravenes the provisions of the attached Law.



Article (5)

The Minister of Justice shall issue the required decisions for the implementation of the provisions of the attached Law.

Article (6)

All competent authorities, each within its own competence, shall implement this Law. It shall be published in the Official Gazette.

Tamim Bin Hamad Al Thani

Emir of the State of Qatar

Issued at the Emiri Diwan on: 19/05/1438 AH

Corresponding to: 16/02/2017 AD



Chapter One

Definitions and General Provisions

Article (1)

On application of the provisions of this Law, the following words and phrases shall have the meaning adjacent to each, unless the context requires otherwise:

Minister: Minister of Justice

Ministry: Ministry of Justice

Arbitration: A legal consensual method to settle disputes in lieu of judicial proceedings, whether the arbitral proceedings are administered by a permanent Arbitration Centre or otherwise, according to the agreement of the Parties.

Arbitration Agreement: The Agreement mentioned in Article 7 (1) of this Law.

Parties:

The two or more Parties to a dispute who agree to refer it to Arbitration.

Arbitral Tribunal:

A panel consisting of a sole arbitrator or an odd number of arbitrators to settle a dispute referred to Arbitration.

The Other Authority:

The authority chosen by the Parties in their agreement, pursuant to this Law, to perform certain functions related to assisting and supervising the Arbitration, whether such authority is a permanent Arbitration Centre or institution.



- Competent Court:** The Civil and Commercial Arbitral Disputes Circuit in the Court of Appeals, or the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre pursuant to the agreement of the Parties.
- Competent Judge:** The enforcement judge in the First Instance Circuit, or the enforcement judge in the Civil and Commercial Court of the Qatar Financial Centre, pursuant to the agreement of the Parties.
- Claimant:** The Party to the Agreement who initiates the request to refer the dispute to Arbitration.
- Respondent:** The Party to the Agreement against whom the dispute is being referred to Arbitration.
- Arbitration Centres:** Every legal entity authorised to administer Arbitration in accordance with the provisions of this Law.

Article (2)

1. Without prejudice to the provisions of the international conventions in force in the State of Qatar, the provisions of this Law shall apply to all Arbitrations among Parties, whether public law or private law persons, regardless of the nature of the legal relationship which is the subject of the dispute, whether the Arbitration takes place in the State of Qatar or whether it is an international commercial Arbitration taking place abroad, and the Parties agree that it shall be subject to the provisions of this Law.





2. Agreement to Arbitration in administrative contract disputes shall be subject to the approval of the Prime Minister, or the person to whom he delegates.

Public juridical persons may not, in any case, refer to Arbitration to settle any disputes arising between them.

3. In applying the provisions of this Law, the Arbitration shall be deemed commercial if the dispute arises out of a legal relationship of an economic nature, whether it is contractual or not, including any commercial, investment, financial, banking, industrial, insurance or tourism transactions, or any other transaction of an economic nature.

4. In applying the provisions of this Law, the Arbitration shall be deemed international if its subject-matter is a dispute related to international trade, in the following situations:

a. Where the principal place of business of the Parties to the Arbitration Agreement, at the time of concluding the said agreement, is located within different countries; if either party has more than one place of business, the place of business which has the closest relationship to the subject-matter of the Arbitration Agreement shall prevail; and if any Party to the Arbitration Agreement has no place of business, the place of its habitual residence shall prevail.

b. Where the principal place of business of all Parties to the Arbitration Agreement is located in the same country at the time of concluding the Arbitration Agreement and one of the following places is located outside that country:

– The place of arbitration, as determined in the Arbitration Agreement, or according to the manner



provided in the said agreement for determining the place of the Arbitration;

- The place where a substantial part of the obligations arising out of the Parties' relationship is performed;
 - The place with which the subject-matter of the dispute is most closely connected.
- c. If the subject-matter of the dispute under the Arbitration Agreement is related to more than one country.
- d. If the Parties agree that they shall refer to a permanent Arbitration institution the main office of which is located inside or outside the country.

Article (3)

In situations where this Law allows the Parties to the Arbitration to choose the procedure that must be followed in a specific matter, any of the Parties shall have the right to authorise a third party to choose that procedure. In this regard, Arbitration institutions or Centres inside or outside the State are considered to be third parties.





Article (4)

1. Unless the Parties agree otherwise, written notices or correspondence shall be served as follows:
 - a. By way of personal service to the addressee, or service to the addressee's place of business, habitual residence or mailing address that is known to the Parties or specified in the Arbitration Agreement, or in the document regulating the relationship under the Arbitration;
 - b. If none of the aforementioned addresses can be found after making a reasonable enquiry, a written notice or correspondence is deemed to have been received if it is sent to the addressee's last known place of business, habitual residence or mailing address, email address or fax known to the addressee, by registered mail or by any other means which provides a written proof of receipt;
 - c. Written notice or correspondence sent by fax or e-mail is deemed to have been received on the date on which it is sent if no automatic error message is received by the sender;
 - d. In any situation, written notice or correspondence is deemed to have been received if it is received or sent before 6:00 PM in the country where it is received; otherwise, receipt will be deemed to have occurred on the following day;

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- e. For the purposes of calculating the periods stipulated in this Article, the calculation of a time period shall begin on the day following the day on which it is received. If the last day of that period falls on an official holiday or a business holiday at the main office or the place of business of the recipient, the time period shall be extended until the next working day. However, official holidays or business holidays that fall during the said period shall be calculated.

2. The provisions of this Article shall not apply to judicial notices before the courts.

Article (5)

If a Party becomes aware of a breach of one of the provisions of this Law from which the Parties may derogate, or of a clause of the Arbitration Agreement, and it nevertheless continues with the arbitral proceedings without initiating an objection to this breach by the agreed time limit, or without undue delay when there is no such agreement, it shall be deemed to have waived its right to object.

Article (6)

The Other Authority or the Competent Court, if the Parties fail to agree on such Authority, shall perform the functions referred to in Articles 11(5) and (6), 13(1) and (2), 14(1), and 16(3) of this Law.





Chapter Two

The Arbitration Agreement

Article (7)

1. The Arbitration Agreement is the agreement of the Parties, whether they are legal persons or natural persons having the legal capacity to enter into contracts, to refer to Arbitration, to decide on all or some disputes that have arisen or that might arise between them in respect of a defined legal relationship, whether contractual or non-contractual. The Arbitration Agreement may be a separate agreement or in the form of an arbitration clause in a contract.
2. Arbitration is not permitted in matters in which conciliation is not permitted.
3. The Arbitration Agreement shall be in writing otherwise it shall be invalid. The Arbitration Agreement shall be considered in writing if it is contained in a document signed by the Parties, or it is in the form of paper or electronic correspondence, or by any other means of communication which allows for written proof of receipt.
4. The Arbitration Agreement is considered to fulfil the requirement of being in writing if one of the Parties claims that such Agreement exists in the statement of claim or the statement of defence, provided that the other Party does not deny such existence in its defence.



5. A reference in a contract to a document that contains an arbitration clause is considered to be an Arbitration Agreement, provided that the said reference shall clearly make that clause part of the contract.

6. Without prejudice to any legislative provision stipulating the termination of the substantive rights or obligations as a result of death, and unless otherwise agreed by the Parties, the Arbitration Agreement shall not expire with the death of one of the Parties, and may continue to be implemented by or against the persons who represent the said Party, as the case may be.

Article (8)

1. A court, before which a dispute subject to an Arbitration Agreement is brought, shall decide not to accept the claim, if the Respondent upholds the existence of the Arbitration Agreement, before submitting any statement or defence on the subject-matter of the claim, unless the court decides that the Arbitration Agreement is null and void, inoperative or incapable of being performed.

2. Bringing the claim referred to in the aforementioned paragraph shall not prevent the commencement or continuation of arbitral proceedings and the issuance of an award.





Article (9)

In situations where the Arbitral Tribunal, or any other person to whom the Parties have granted certain authority, does not have jurisdiction, or is incapable to act effectively at the time, the Competent Judge, on the application of one of the Parties, may order interim or precautionary measures, including the measures stipulated in Article 17(1) of this Law, either before the commencement of or during the arbitral proceedings. The said application shall not be deemed a waiver by the Party of its right to uphold the Arbitration Agreement.



Chapter Three

The Arbitral Tribunal

Article (10)

The Arbitral Tribunal shall comprise one or more arbitrators, in accordance with the agreement of the Parties. If the Parties do not agree on the number of arbitrators, the number shall be three.

In the event of several arbitrators, their number must be odd; otherwise the Arbitration shall be void.

Article (11)

1. The arbitrator shall be appointed from the arbitrators who are approved and registered in the registry of arbitrators at the Ministry. Furthermore, any other person may be appointed as an arbitrator if he meets the following conditions:
 - a. has full capacity;
 - b. has not been convicted in a final judgment of a felony or misdemeanour involving moral turpitude or breach of public trust, even if he has been rehabilitated; and
 - c. is of good conduct and reputation.
2. It is not required for the arbitrator to be of any particular nationality, unless the Parties agree otherwise or the law stipulates otherwise.





3. Acceptance of the arbitrator's appointment shall be in writing, or by means stipulated in Article 7(3) of this Law. The arbitrator shall disclose in writing, when he is approached in connection with his appointment as arbitrator, any circumstances likely to give rise to doubts as to his impartiality or independence. Such obligation of the arbitrator shall continue even if such circumstances occur after his appointment.

4. Without prejudice to the provisions of paragraph (6) and (7) of this Article, the Parties may agree the procedures that must be followed for appointing an arbitrator(s).

5. In situations where there is no Arbitration Agreement, the following procedures shall be carried out:
 - a. If the Arbitral Tribunal is to comprise one arbitrator, and the Parties do not agree on the arbitrator within thirty days of the date of the written notification from the Claimant to the other Parties that they must do so, any Party may request such an appointment to be made by the Other Authority or the Competent Court, as the case may be.

 - b. If the Arbitral Tribunal comprises three arbitrators, each Party shall appoint an arbitrator and the two arbitrators shall then appoint a third arbitrator. If one of the Parties does not appoint an arbitrator within thirty days from the date of its receipt of a request to do so by the other Party, or if the two appointed arbitrators do not agree on the third arbitrator within thirty days from the date upon which the





last one is appointed, the Other Authority or the Competent Court, as the case may be, shall make the appointment on the application of one of the Parties.

6. Where the Parties have agreed on certain appointment procedures either party may, unless the agreement governing the appointment procedures provides for an alternative method of implementation, request the Other Authority or the Competent Court, as the case may be, to implement the required procedure, in any of the following situations:
 - a. if one of the Parties fails to adopt a procedure in accordance with the agreed procedures;
 - b. if the Parties or the two arbitrators are unable to reach the necessary agreement in accordance with the agreed procedures; or
 - c. if a third Party fails to perform any task entrusted to it in the agreed procedures.
7. Any decision, issued by the Competent Court or the Other Authority, as the case may be, on a question as set forth in Clauses (5) and (6) of this Article, shall be final and not subject to appeal.
8. The Other Authority or the Competent Court, as the case may be, must, when appointing an arbitrator, give due consideration to the nature and circumstances of the dispute and the qualifications required of the arbitrator in accordance with the agreement of the Parties, and to the considerations that would ensure the appointment of an independent and impartial arbitrator. In appointing an arbitrator or a third arbitrator, the Other Authority or the Competent Court shall have due regard to the nationality



of the arbitrator while taking into consideration the nationality of the Parties.

9. All Parties, including any Arbitration Centre, arbitrator appointing authority or previously appointed arbitrator, shall be notified of any request submitted to the Other Authority or the Competent Court, as the case may be, for the appointment of an arbitrator. The request must include a summary of the nature of the dispute, the specific conditions of the Arbitration agreement, and all the steps taken toward the appointment of any remaining member of the Arbitral Tribunal.
10. In appointing an arbitrator in accordance with the above, the Other Authority or Competent Court, as the case may be, may choose the arbitrator from the registry of arbitrators at the Ministry, from the lists of arbitrators of other Arbitration Centres or from any other lists they deem appropriate. They shall carry out any required verifications for the appointment of an arbitrator who is appropriate for the nature of the dispute. Any expenses incurred in so doing, including the appointment fees of the Arbitration panel, shall be considered as costs of the Arbitration.
11. The arbitrator shall not be held liable for exercising his duties as arbitrator unless he has done so in bad faith, collusion or gross negligence.



Article (12)

An arbitrator shall not be removed unless there are circumstances that may give rise to justifiable doubts about his impartiality or independence, or if he does not have the qualifications agreed by the Parties. None of the Parties to the dispute shall remove the arbitrator that it appointed or participated in the appointment of, except for reasons of which it becomes aware after the appointment is made.

Article (13)

1. The Parties may agree to the arbitrator removal procedures. If there is no such agreement, a written request for the removal of the arbitrator shall be submitted to the Arbitral Tribunal, stating the reasons for the removal, within fifteen days from the date that the Party requesting the removal became aware of the composition of such Arbitral Tribunal or the circumstances justifying a removal. If the arbitrator whose removal is requested does not recuse himself, or if the other Party does not agree to the request for removal, the removal request shall be referred to the Other Authority or the Competent Court, as the case may be. The decision issued by the Competent Court or the Other Authority shall not be subject to appeal in any way. The Arbitral Tribunal shall stay the arbitral procedures until the determination of the removal request.
2. The Competent Court or the Other Authority, as the case may be, may – upon deciding to remove the arbitrator – determine the fees and expenses of the said arbitrator, or to recover any fees or expenses paid to him.

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3. A request for removal shall not be accepted from a Party who previously submitted a request to remove the same arbitrator in the same Arbitration, unless a new reason becomes apparent for his removal which differs from the first reason, or unless it becomes aware of it after its submission of the first removal request.

Article (14)

1. When an arbitrator is unable to perform or to commence his function or ceases to perform it, leading to an unjustifiable delay in the arbitral proceedings, and does not recuse himself, and the two Parties do not agree on removing him, the Other Authority or the Competent Court, as the case may be, may order that his duties be terminated on the application of any Party. Their decision in this regard shall be final and shall not be subject to any form of challenge.
2. An arbitrator's recusal or the termination of his mandate by the Parties is not considered as evidence of the existence of any of the reasons referred to in Article (12) of this Law.

Article (15)

1. A substitute arbitrator shall be appointed to replace the arbitrator whose mandate has been terminated because of his removal, dismissal, recusal or for any other reason. The substitute arbitrator shall be appointed in accordance with the procedures that were applicable at the time of appointing the replaced arbitrator.



2. The Parties, after the appointment of a substitute arbitrator, may agree upon the applicability of the arbitral procedures taken before the appointment of the substitute. Otherwise the reconstituted Arbitral Tribunal shall decide as it deems fit in this regard.

Article (16)

1. The Arbitral Tribunal may determine pleas related to its lack of jurisdiction, including pleas based on the non-existence of an Arbitration Agreement, its validity, nullity, expiry or its inapplicability to the subject-matter of the dispute. The arbitration clause shall be considered as an agreement independent of the other clauses of the contract. The nullity, rescission or termination of the contract shall have no effect on the arbitration clause contained therein, as long as the clause is itself valid.
2. The pleas mentioned in the previous paragraph must be raised no later than the date for submitting the Respondent's statement of defence, as provided in Article (23) of this Law. A Party is not precluded from raising such a plea by the fact that it has appointed or participated in the appointment of an arbitrator. However, a claim that the Arbitral Tribunal has exceeded the scope of its jurisdiction during its hearing of the dispute shall be presented as soon as the issue arises during the arbitral proceedings. In all situations, the Arbitral Tribunal may admit a later plea if it believes that there is a justifiable reason for the delay.
3. The Arbitral Tribunal may determine any of the pleas mentioned





in this Article, prior to determining the subject-matter of the dispute or in an arbitral award, which is issued on the subject-matter of the dispute. If the Arbitral Tribunal dismisses the plea, the Party whose plea was dismissed may, within thirty days from the date of notification of the dismissal, submit an appeal before the Other Authority or the Competent Court, as the case may be, whose decision shall be final and not subject to any form of appeal. The aforementioned appeal shall not prevent the Arbitral Tribunal from continuing the arbitral proceedings or from issuing its award.

Article (17)

1. Unless the Parties agree otherwise, the Arbitral Tribunal may on the application of either Party, issue provisional measures or interim awards that are dictated by the nature of the dispute, or for the purpose of preventing irreparable harm, including any of the following measures:
 - a. Maintaining or restoring the status quo pending determination of the dispute;
 - b. Adopting a measure to prevent the occurrence of current or imminent damage, or that would prejudice the Arbitration process itself, or to prevent the adoption of procedures that may possibly result in such damage or prejudice;
 - c. Providing a means of preserving the assets by means of which later awards may be executed; and



d. Preserving evidence that could be important or material to the determination of the dispute. The Arbitral Tribunal may require the Party requesting such procedures to submit sufficient security for costs for the provisional measure it orders or the interim award it issues.

2. The Arbitral Tribunal may amend, stay, or cancel any provisional measure it has ordered or an interim award it has issued, either on the application of one of the Parties or on its own motion when necessary, provided that it shall notify the rest of the Parties.
3. The Party in whose favour the order for provisional measures or an interim award is issued may, after it obtains written permission from the Arbitral Tribunal, request the Competent Judge to order the enforcement of the order or award issued by the Arbitral Tribunal, or any part of it. Copies of any request for permission or enforcement shall be sent, pursuant to this Article, to the rest of the Parties. The Competent Judge shall order the enforcement of the mentioned order or award, unless such order or award contradicts the law or public policy.
4. The Party who requests an interim measure or award shall be liable for any costs and compensation for any damages caused by such measure or award to any Party, if the Arbitral Tribunal subsequently decides that the measure or the award was not warranted by the circumstances. The Arbitral Tribunal may require the said Party to pay costs and compensation at any time during the proceedings.



Chapter Four

Arbitral Proceedings

Article (18)

The Arbitral Tribunal shall be impartial and shall treat the Parties equally. It shall provide them with a full and equal opportunity to present their claim, defences and pleas.

The Arbitral Tribunal shall also avoid any unnecessary delay or expenses in order to ensure a fair and expeditious means for resolving the dispute.

Article (19)

1. Subject to the provisions of this Law, the Parties may agree to the Arbitration procedures, including rules of evidence, which must be followed by the Arbitral Tribunal. They also have the right to subject these procedures to the rules in force in any Arbitration institution or Centre inside or outside the State.
2. The Arbitral Tribunal may, subject to the provisions of this Law, apply the procedures that it deems appropriate, including the authority of the Arbitral Tribunal to accept the evidence submitted and to assess the extent of its relevance to the subject of the dispute, its materiality and its weight, unless there is an agreement between the Parties regarding the determination of the Arbitration procedures in accordance with the previous paragraph of this Article.



Article (20)

1. The Parties may agree to the place of Arbitration inside or outside the State. If no such agreement exists, the Arbitral Tribunal shall determine such place, taking into account the circumstances of the case and the convenience of the place for the Parties.
2. This shall not prejudice the power of the Arbitral Tribunal to meet in any venue that it deems appropriate for carrying out the Arbitral proceedings, such as hearing the Parties to the dispute, the witnesses or the experts, reviewing documents or inspecting chattels or property or conducting deliberation among its members, unless the Parties agree otherwise.

Article (21)

Arbitral proceedings commence on the day on which the Respondent receives the request for the dispute to be referred to Arbitration, unless the Parties agree otherwise.



Article (22)

1. The Parties may agree on the language(s) that shall be used in the arbitral proceedings. If they do not come to an agreement, the Arbitral Tribunal shall determine the language(s) that shall be used in these proceedings. This agreement or determination shall apply to information, written statements and oral arguments advanced by any Party, as well as any decision, notification or award issued by the Arbitral Tribunal, unless the agreement of the Parties or the decision to determine the language stipulates otherwise.
2. The Arbitral Tribunal may order that all or some of the documents submitted in the case be attached with a translation in the language(s) used in the Arbitration. In situations where there are multiple languages, translations may be limited to certain languages.

Article (23)

1. The Claimant shall, during the time period agreed by the Parties or set by the Arbitral Tribunal, submit a written statement of claim, which shall include its name, address, an explanation of the facts of the case, identification of the disputed matters and its requests.
2. The Respondent shall, during the time period agreed by the Parties or set by the Arbitral Tribunal, submit a written statement of defence responding to the content of the statement of claim. It may include any counter-claims related to the subject-matter of the dispute, or may maintain any right arising from it in order to offset a claim.

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3. The Parties may agree on the information included in the statements mentioned in the aforementioned two paragraphs of this Article.
 4. Without prejudice to the Arbitral Tribunal's right to request the Parties to submit documents during any stage of the Arbitration, the Parties may attach to their statements all documents relevant to the subject-matter. They may also refer to other documents and evidence which they intend to submit.
 5. Unless the Parties agree otherwise, each Party may amend its claims or aspects of its defence, or complete the same during the course of the proceedings, unless the Arbitral Tribunal has decided not to accept such amended claims in order to prevent any delay in determining the dispute.

Article (24)

1. The Arbitral Tribunal shall hold hearings in order to enable each Party to explain the subject-matter of the case and present its arguments and evidence or in order to hear their oral submissions, unless the Arbitral Tribunal considers written documents and statements as sufficient, or the Parties agree otherwise.
2. The Arbitral Tribunal shall hear the witnesses and experts without swearing an oath.



3. The Arbitral Tribunal shall give the Parties advance notice, as it deems to be sufficient, of the date and time of the meetings, hearings, inspections and examination of documents that are set by the Arbitral Tribunal, unless the Parties have agreed to a specific date and time for such notification.
4. Unless the Parties agree otherwise, the events taking place in hearings, meetings and inspections held by the Arbitral Tribunal shall be recorded in minutes. A copy thereof shall be delivered to each of the Parties. It is also permissible that, in addition to writing, these facts may be recorded by other suitable means in accordance with the procedures determined by the Arbitral Tribunal or in accordance with the agreement of the Parties.
5. A copy of the statements, documents or other materials submitted by a Party to the Arbitral Tribunal shall be communicated to the other Party. Each Party shall also receive a copy of all the expert reports, documents and other evidence upon which the Arbitral Tribunal may rely in issuing its decision.
6. Each Party to the dispute may appoint one lawyer or more to represent them, and may seek the assistance of experts or translators. The Arbitral Tribunal may, at any time, request proof from any Party that establishes the capacity bestowed upon its representative in accordance with the form required by the Law or determined by the Arbitral Tribunal.





Article (25)

Unless the Parties agree otherwise:

1. The Arbitral Tribunal shall terminate the arbitral proceedings, if the Claimant fails to submit the statement of claim pursuant to Article 23(1) of this Law, unless it provides an acceptable excuse.
2. The Arbitral Tribunal shall continue the proceedings, if the Respondent fails to submit a statement of defence pursuant to Article 23(2) of this Law, without that being considered an acknowledgement from the Respondent of the Claimant's claims.
3. The Arbitral Tribunal may continue with the arbitral proceedings and determine the dispute, based on the evidence and elements of proof available to it, if any of the Parties fail to attend any of the hearings or to submit the requested evidence, documents or information.

Article (26)

1. Unless the Parties agree otherwise, the Arbitral Tribunal may:
 - a. Appoint one or more experts to submit a report to the Arbitral Tribunal, either orally or in writing, concerning specific matters that the Arbitral Tribunal determines, provided that it notifies each Party with a copy of its decision determining the task assigned to the expert and the set time limit for the submission of his report.



b. Request any Party to submit to the expert any information related to the dispute, or to allow the expert to review or examine any documents of relevance to the subject-matter or inspect chattels or property.

2. The Arbitral Tribunal shall send a copy of the expert's report to all the Parties and allow each Party to provide its opinion about the report. All Parties shall have the right to review the documents and materials which the expert examined and relied upon in his report.
3. The Arbitral Tribunal may, further to the submission of the expert's report, either on its own motion or on the application of either Party, hold an oral session to hear the statements of the expert and to allow the Parties the opportunity to hear and discuss the content of the report. At this session, each Party may seek the assistance of one or more experts from its side to express their opinion on the matters raised in the expert's report, unless the Parties agree otherwise.
4. The fees and expenses of the expert appointed by the Arbitral Tribunal shall be paid by the Parties, in accordance with the decision of the Arbitral Tribunal.
5. The Arbitral Tribunal shall determine each dispute that arises between the expert and any of the Parties in this regard.



Article (27)

1. The Arbitral Tribunal, or any of the Parties, with the approval of the Arbitral Tribunal, may request the assistance of the Competent Court in taking evidence related to the subject-matter of the dispute, including technical expertise services and examination of evidence. If the Arbitral Tribunal considers the requested assistance necessary to make a determination regarding the subject-matter of the dispute, it may stay the arbitral proceedings until obtaining such assistance. This may result in the suspension of the specified time limit to issue the arbitral award.
2. The Competent Court may enforce the request for assistance, within the scope of its authority, in accordance with the rules it applies concerning obtaining evidence, including the judicial delegation of authority and sentencing witnesses who fail to appear before the court or who refrain from responding, in accordance with the procedures and penalties prescribed in Articles (278) and (279) of the said Civil and Commercial Procedures Law.



Chapter Five

Issuing of Arbitral Awards and Termination of Procedures

Article (28)

1. The Arbitral Tribunal shall determine the dispute pursuant to the legal rules agreed by the Parties. If the Parties agree to implement the law or the legal system of a given country, only the substantive rules of that country shall be followed, but not the rules concerning conflict of laws, unless the Parties expressly agree otherwise.
2. If the Parties do not agree to the applicable legal rules, then the Arbitral Tribunal shall apply the law determined by the conflict of laws rules.
3. The Arbitral Tribunal may not determine a dispute based on the principles of justice and fairness, without complying with the provisions of the law, unless the Parties expressly permit it to do so.
4. In any situation, the Arbitral Tribunal shall determine the dispute in accordance with the terms of the contract, and shall take into consideration the customs and commercial traditions followed in that type of transaction.





Article (29)

The issued decisions, orders and awards of an Arbitral Tribunal comprising more than one arbitrator shall be based on the opinion of the majority, after deliberation conducted in the manner determined by the Arbitral Tribunal, unless the Parties agree otherwise. However, decisions may be issued on procedural issues by the arbitrator who presides over the Arbitral Tribunal if the Parties, or all members of the Arbitral Tribunal, give him the permission to do so.

Article (30)

1. If, during the course of the Arbitral proceedings, the Parties agree to settle their dispute, the Arbitral Tribunal shall end the proceedings. If the Parties ask the Arbitral Tribunal to record the settlement and its terms and the Arbitral Tribunal does not have any objection to it, the Arbitral Tribunal shall record the settlement in the form of a consent award.
2. A consent award shall be subject to the provisions of arbitral awards in the following article. Such an award shall state that it is an arbitral award. It shall have the same status, effect and enforceability as any other arbitral award.





Article (31)

1. The arbitral award shall be issued in writing and shall be signed by the arbitrator or arbitrators. If the Arbitral Tribunal comprises more than one arbitrator, the signature of the majority of the arbitrators shall suffice, provided that the reason for any omitted signature is stated in the award.
2. The arbitral award shall state the reasons upon which it is based, unless the Parties have agreed otherwise, or if the legal rules applicable to the Arbitral proceedings do not require the statement of the reasons, or if the consent award is made pursuant to the previous article of this Law.
3. The arbitral award shall state the names of the Parties and their addresses; the names, addresses, nationalities and capacities of the arbitrators; a copy of the Arbitration Agreement; the date of the issuance of the award, and the place of Arbitration, as determined in accordance with Article 20(1) of this Law. The arbitral award shall be deemed to have been issued at that place. The award shall also include a summary of the requests, statements and documents submitted by the Parties, as well as the award ruling and its reasons, if required to be stated.
4. The arbitral award shall state the costs and fees of the Arbitration and the Party who shall pay such fees and the procedures of payment, unless the Parties agree otherwise.



5. The Arbitral Tribunal shall issue the award ending the dispute within the time limit agreed by the Parties. If such agreement does not exist, the award shall be issued within one month following the conclusion of the proceedings. In all cases, the Arbitral Tribunal may extend the time limit, provided that it does not exceed one month, unless the Parties agree otherwise and consent thereto.
6. The Arbitral Tribunal may, on its own motion, or on the application of either Party, reopen the proceedings before the issuance of the arbitral award, if it deems it necessary.
7. If, during the Arbitral proceedings, a matter is brought to the Arbitral Tribunal outside the jurisdiction of the Arbitral Tribunal, or if a document submitted to the Arbitral Tribunal has been challenged as a forgery, or if any criminal proceedings have been taken regarding a forged document or any other criminal action, the Arbitral Tribunal shall continue the proceedings if it deems that, in settling this matter, the forgery of the document or the other criminal action is not necessary for deciding the dispute. Otherwise, the Arbitral proceedings shall be stayed until a final decision on the matter is issued. This shall result in the suspension of the specified time limit for issuance of the arbitral award.
8. After the issuance of the arbitral award, each Party shall be given a copy thereof signed by the arbitrators in accordance with paragraph 1 of this Article within 15 days of the date of its issuance. The arbitral award or parts thereof may not be published without the consent of the Parties.





9. The arbitral proceedings are terminated by the issuance of an award ending the dispute or by a decision issued by the Arbitral Tribunal in the following situations:
 - a. If the Parties agree to terminate the proceedings;
 - b. If the Claimant abandons the Arbitration dispute, unless the Arbitral Tribunal decides, on the application of the Respondent, that it has a serious and legitimate interest in continuing the proceedings until the dispute is settled; or
 - c. If the Arbitral Tribunal finds that the continuation of the proceedings has become unnecessary or impossible for any other reason.
10. The mandate of the Arbitral Tribunal ends with the termination of the arbitral proceedings, subject to the provisions of Articles 32 and 33(5) of this Law.
11. The Arbitral Tribunal shall send to the administrative department in the Ministry concerned with the Arbitration affairs an electronic copy of the arbitral award or the decision ending the dispute, as the case may be, within two weeks from its issuance.





Article (32)

1. Unless the Parties agree otherwise, any Party may, within seven days of the receipt of the arbitral award, or within the period agreed by the Parties, provided that it notifies the other Parties, request the Arbitral Tribunal to:
 - a. correct any material computation or typographical errors that may have occurred in the arbitral award;
 - b. give an interpretation of a specific point or part of the arbitral award, if so agreed by the Parties.

If the Arbitral Tribunal considers the request to be justified, it shall make the correction in writing or give the interpretation within seven days from the date of receipt of the request. The interpretation or correction shall form part of the final arbitral award.

2. The Arbitral Tribunal may, provided that it notifies the Parties, correct on its own motion any error of the type referred to in paragraph 1(a) of this Article, within seven days from the date of issuance of the arbitral award.
3. Unless the Parties agree otherwise, any Party, provided that it notifies the other Party, may request the Arbitral Tribunal, within seven days from the date of receipt of the arbitral award, to issue an additional arbitral award as to the requests submitted during the arbitral proceedings but which were omitted from the award. If the Arbitral Tribunal considers the request to be justified, it shall issue the additional award within seven days from the date of the petition submission.



4. The Arbitral Tribunal may, if necessary, extend the period within which it shall make a correction to the arbitral award or issue an interpretation thereto, or issue an additional arbitral award, for a period equal to the original one.
5. The correction of the arbitral award shall be recorded in the original award and shall be signed by the Arbitral Tribunal. The provisions of the same rules, related to the arbitral award set forth in Article (31) of this Law, shall apply to the interpretation of the arbitral award and to the additional arbitral award. Other Parties shall be notified of its issuance.
6. If it is proven impossible for the Arbitral Tribunal which issued the award to convene in order to hear the request for correction or interpretation or to decide on the omitted requests, such a matter may be referred to the Competent Court for determination, unless the Parties agree otherwise.





Chapter Six

Appealing the Arbitral Award

Article (33)

1. An arbitral award may not be appealed by any method of appeal, except by way of setting aside in accordance with the provisions of this Law, before the Competent Court.
2. An application for setting aside shall not be accepted unless the applicant provides proof of any of the following:
 - a. Any Party to the Arbitration Agreement was, at the time of concluding it, incompetent or under some incapacity, in accordance with the law that governs its capacity, or the Arbitration Agreement is invalid under the law to which the Parties have agreed, or under this Law if the Parties did not reach such agreement;
 - b. The Party making the application to set aside was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was unable to present its defence for any other reasons beyond its control;
 - c. The award has decided matters outside the scope of the Arbitration Agreement or in excess of the Arbitration Agreement. However, if it is possible to separate the parts of the award that are related to Arbitration from the parts unrelated to Arbitration, only the latter parts shall be set aside; or



d. The composition of the Arbitral Tribunal, the appointment of arbitrators or the arbitral proceedings was not in accordance with the agreement of the Parties unless such agreement was in conflict with a provision of this Law, from which the Parties cannot derogate, or failing such agreement, was not in accordance with this Law.

3. The Competent Court shall decide to set aside the arbitral award on its own motion if the subject-matter of the dispute is not capable of settlement by Arbitration under the law of the State or the arbitral award is in conflict with the public policy of the State.

4. An application for setting aside is to be filed before the Competent Court within one month from the date on which the Parties have received the award, from the date on which the party making that application is notified of the arbitral award, or from the date of issuing the correction, interpretation or the additional award stated in Article (32) of this Law, unless the Parties agree in writing to extend the time limit for the filing of the application to set aside.

5. Unless the Parties agree otherwise, the Competent Court may stay the proceedings of deciding the application at the request of one of the Parties, if it considers it appropriate, for the period that it determines in order to give the Arbitral Tribunal the opportunity to complete the Arbitral proceedings, or to take any other measure that the Arbitral Tribunal deems appropriate in order to remove the reasons for setting aside.

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6. The judgment of the Competent Court shall be final and shall not be susceptible to appeal by any method of appeal.

Chapter Seven

Recognition and Enforcement of the Arbitral Awards

Article (34)

1. An arbitral award shall have the status of *res judicata* and shall be enforceable, in accordance with the provisions of this Law, regardless of the country in which the award was issued.
2. An application for enforcement of the arbitral award shall be submitted in writing to the Competent Judge, with a copy of the Arbitration Agreement, and the original award or a certified copy of it in the language in which it was issued, along with a certified Arabic translation if it was issued in a foreign language, unless the parties agreed on alternative methods to enforce the arbitral award.
3. An application for enforcement of the arbitral award shall not be accepted until the lapse of the time limit set for the submittal of the application for setting aside the arbitral award.



Article (35)

Recognition or enforcement of any arbitral award may not be refused, irrespective of the country in which the arbitral award was issued, except in the following two situations:

1. Upon a request made by the Party against whom the award is invoked, if it is brought before the Competent Judge to whom the application of recognition or enforcement has been submitted, proof of one of the following grounds:
 - a. One Party to the Arbitration Agreement, at the time of the conclusion of that Agreement, was incompetent or under some incapacity under the law governing its capacity, or the Arbitration Agreement is invalid under the law to which the parties have agreed to apply to the Arbitration Agreement or under the law of the country where the award was made if the parties fail to agree on that;
 - b. The Party against whom the enforcement is sought was not duly notified of the appointment of the arbitrator or the arbitral proceedings, or was unable to present its defence for any reason beyond its control;
 - c. The award has decided matters which fall outside the scope of the Arbitration Agreement, or in excess of the Arbitration Agreement. However, if it is possible to separate parts of the awards related to the Arbitration from the parts unrelated to Arbitration, it is allowed to recognise or enforce the award deciding matters within the scope of the Arbitration Agreement or the matters that did not exceed such Agreement;



- d. The composition of the Arbitral Tribunal, appointment of arbitrators, or the arbitral proceedings was in contradiction of the law or the agreement of the Parties, or, in the absence of an agreement, was in contradiction of the law of the country where the Arbitration took place; or
 - e. The arbitral award is no longer binding to the Parties or has been set aside, or enforcement of the award has been stayed by a court of the country in which the award was issued or in accordance with the law thereof.
2. The Competent Judge on his own motion refuses to recognise or enforce the arbitral award in the following two cases:
 - a. If the subject-matter of the dispute is not capable of settlement by Arbitration under the law of the State.
 - b. Recognition or enforcement would be contrary to the public policy of the State.

If the Competent Judge became aware that the arbitral award for which the recognition or enforcement is sought, is subject to the setting aside before the court of the country where the award was issued, he may adjourn the order of enforcement as he deems fit. In addition, the Competent Judge may upon the request of the Party seeking recognition or enforcement require the other Party to provide suitable surety.

3. An appeal from a decision to refuse or enforce an arbitral award may be brought before the Competent Court within thirty days from the date such decision is issued.





Chapter Eight

Arbitration Centres and Arbitrators Approval

Article (36)

The Minister shall issue a decision to license the establishment of Arbitration Centres and branches of foreign Arbitration Centres in the State, to determine the conditions and rules for granting and cancelling licenses, and to determine the specified fees in this regard.

Article (37)

A register shall be established at the Ministry to record arbitrators approved by a decision of the Minister.

A decision by the Minister shall be issued to determine the conditions and rules for registering and striking off arbitrators in the aforementioned register, in addition to determining fees specified in this regard.



Article (38)

The Arbitration Centres existing at the time of the application of this Law shall align their status in accordance with the provisions of this Law and the decisions issued in this regard within six months of its commencement date.

A decision issued by the Council of Ministers, upon a proposal submitted by the Minister, may extend this period for a similar period or periods.



