

Research Article

## **The Need For International Islamic Arbitration For The Growing Markets Of Islamic Banking And Finance**

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### **Abstract**

This Work Is Done To Show The Emergency Of Creating Suitable And Fair Arbitration Platforms For Conflicts Arising From Shariah-Compliant Banking And Finance Transactions. Doing Business With Those Referencing Usage Of Islamic Principles Into The Provisions Of The Governing Law Of Their Agreements Are Growing Into One Of The Most Attractive Deals. Yet, Multinationalism Of The Parties Leading To Form Multijurisdictional Transactions Making It Daunting Or Almost Impossible To Apply Islamic Provisions And Enforce The Decisions In Conventional Jurisdictions When Conflict Arises. Moreover, It'S Tried To Illustrate The Facts Showing The Scope At Which Islamic Finance Is Growing And Present Some Predictions To Further Expansion Of Islamic Financial Markets. As An Example, Some Quotes From The C.E.O.S Of Dominant Islamic Financial And Legal Institutions Were Gathered, Where They Highlight The Importance Of Islamic Arbitration And Discuss The Main Reasons For The Current Status Of Islamic Arbitrations. Furthermore, It's Listed Some Of The Many Islamic Arbitration Institutions Operating Internationally And Analyzes International Standards That They Adopted In Composing Their Rules And Regulations. Next, Gathered Some Of The Reasons Why Many Shariah-Compliant Arbitrations Do Not Include Islamic Principles In Their List Of Regulatory Rules. This Paper Discusses The Condition Where Incompetence Of Courts And Lack Of Relevant Resources Is Resulting In A High Level Of Uncertainty And Making Parties Give Up Some Of Their Rights To Avoid High Costs, Delays And Compensation. The Work Was Concluded By Analyzing The Gap Between What Is Written In The Shariah-Compliant Financial Agreement And The Reality That Must Be Faced. To Support The Points Above Here Would Be Used Some Cases Where The Reference Of Shariah In The Selected Governing Did Not Help In Courts. This Research Paper Was Done To Illustrate The Importance Of Islamic Arbitrations And Build Their Ability To Solve Conflicts Arising From Islamic Financial Agreements.

**Keywords:** Islamic Banking And Finance, Shariah-Compliant Agreement, Islamic Arbitration, Dispute Resolution.

### **Introduction**

Islamic Finance Is Regarded To Be Financing An Activity Complying With Islamic Law. It Contains Islamic Banking And Financial Transactions, Contracts, Or Products That Do Not Invest In Industries Prohibited In Islam (E.G., The Alcohol, Pornography, Gambling, And Prostitution Industries) And Similarly Sidesteps Riba (Usury/Interest) Or Gharar (Unseen Risk/Uncertainty). There Are Many Shariah Supervising Boards Or Shariah Advising Councils In Many Islamic Financial Institutions That Regularly Inspect Islamic Banking And Financial Products To Certify That They Were Based On Shariah [1].

There Was Much Research That Needs To Be Done In Islamic Jurisprudence As Only Basic Understandings Have Extensively Being Addressed. Discussions In Contemporary Books Are Scant And Classical Books Written Hundreds Of Years Ago When Arbitration Did Not Use To Be Popular This Much. Those Classical

Islamic Law Literature Must Be Scrutinized To Derive Solutions For Complicated Financial Deals, International Relations, And Competitive Modern Commerce. Yet, What Has Been Done Is Started To Show Its Effectiveness And Efficiency And Has Become One Of The Hot Topics Of The Conflict Resolution World.

### Materials And Methods

The Initial Part Of The Paper Is Based On Reviewing And Digging Into Statistics Regarding Islamic Finance And The Conflict Resolution Environment. To Analyze The Possibilities Of Islamic Finance, Some Statistical Predictions Were Used To Draw Conclusions Based On Them. Next, To Prove The Need For Islamic Arbitration To Solve Shariah-Compliant Financial Conflicts Of International Nature, The Global Practice Was Analyzed. Lastly, Critical Reasoning Was Given To Support The Main Idea Listed In The Results In Conclusion.

### Discussion

#### Islamic Arbitration And Finance

It Is Undeniable That Many Applicants Are Not Satisfied With The Litigation Involving Unbearable Intrinsic Delays And Costs. Unfortunately, This Results In Claimers Giving Up Some Of Their Rights Since It Is Not Worth Signing Up To A Long-Lasting Judiciary And Enforcement Processes Requiring Huge, Unpredictable Costs. One Of The Most Contemporary Substitutes For Adjudication Is Arbitration Which Is Usually More Preferable Than That As It Has Flexible Procedures, Neutral Tribunal, Secured Confidentiality, And, Arguably, Efficiency. According To Islam, It Is An Alternative To Litigation As Being One Method Of Solving Disputes Among Many Others [2].

<b>Public/Private</b>	<b>Arbitration</b>	<b>Litigation</b>
<b>Proceedings</b>	Private (Among Parties)	Public (In A Courtroom)
<b>Proceeding-Type</b>	Civil (Private)	Civil, Criminal
<b>Allowing Evidence</b>	Limited - Evidentiary Process	Allowed - Rules Of Evidence
<b>Selection Of Arbitrator/Judge</b>	Parties Choice	Court Appoints
<b>Formality</b>	Informal	Formal
<b>Appeal Availability</b>	Usually Binding	Possible
<b>Attorney Use</b>	Possible; Limited	Extensive
<b>Waiting Time For The Case To Be Heard</b>	Just After The Arbitrator Selected; Short	Need To Be Scheduled; Long
<b>Costs</b>	Arbitrator/Attorney's Fees	Court Costs, Attorney Fees; Costly

#### *Illustration 1: 'Arbitration Vs. Litigation: Comparison Chart' [3]*

Today, International Commercial Arbitration Processes Are Based On Global Standards And Guidelines For The Industry, Definitions Of The Scope, Including Banking, Insurance, And Capital Markets. For Example, In Malaysia, There Are Clear Instructions For The Nomination Of Experts Listed By The Shariah Supervisory Board Or The Shariah Experts In The Domain Of Islamic Arbitration. Through Them, It Could Be Easy To Assess The Degree Of The Possibility Of Islamic Arbitration's Creation And The Impact Of Islam On The Choice Of Law, Ability To Be Arbitrable And Legitimacy Of An Arbitration Agreement, The Formation And Composition Of The Tribunal, Evidence, And The List Of Procedures, Arbitral Awards, And Public Policy Matters In Arbitration.

Islamic Arbitration Is Not Only Possible But Is Also Vital And Will Be Developed Further Since The Internationality Of Commercial Arbitration Proposes Ought To Serve Various World Cultures And Dissimilar Religions. Besides, The Growth Of The Islamic Finance Industry, Especially In Asia, Can Create A Much Higher Amount Of Demand For Islamic Arbitration [4]. Even Though The Industry Of Banking And Finance Used To Be

Unwilling To Utilize Alternative Dispute Resolution Mechanisms To Soothe Their Disputes, The Unwillingness Towards Arbitration In The Banking And Finance Industry Is Less Ubiquitous. However, Increasing Demand Can Be Seen To Have The Option Of Arbitration [5]. Furthermore, It Is Also Observed That ‘The Need To Stick To Alternative Dispute Resolution In The Financial Services Sectors Has Been Most Noticeable On An International Level, Where The Benefits Strongly Outweigh The Negatives Of Dispute Resolution Services Of The Non-Court Sector [6]. A Rise In Islamic Instructions And Arbitrators Would, In Turn, Result In A Rise In Rivalry In The Modern International Commercial Arbitration Market. This, Therefore, Leads To Economic Progress. Finally, Islamic Arbitration Serves Many Muslim Governments Like Saudi Arabia, Where Islam And Shariah Are The Backbones Of Public Policy. However, It Is Argued That Islam Does Not Exist In Vacuum Space, And To Effectively Apply It, There Should Be Mutually Agreed Recognition And Respect Between Modern I.C.A. And Islam.

### **Start And Rise Of The Modern Islamic Banking And Finance**

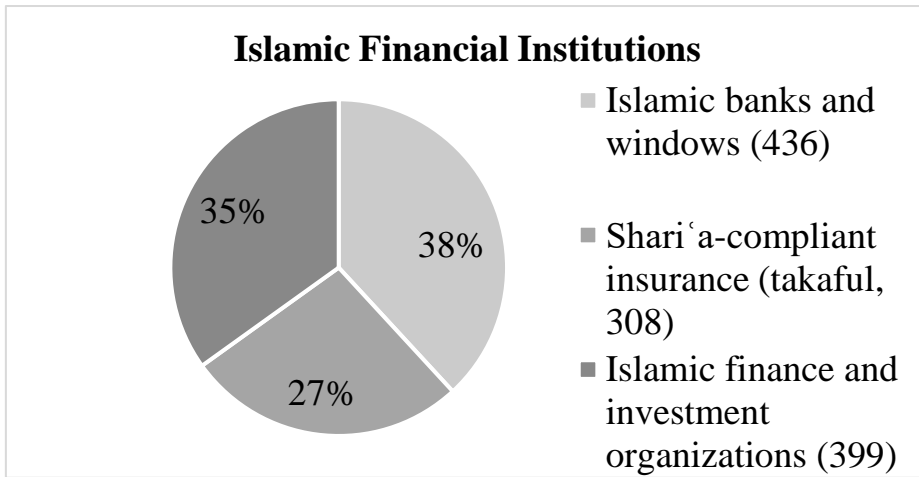
Islamic Finance And The Principle Of Islamic Banking Are Derived From Rules And Laws Taken From The Sources Of Islam, Such As The Qur’an, Hadiths, Ijma, And Qiyas. This Often Creates Some Challenges Owing To The Various Interpretations As Regards The Prohibition Of Riba And Gharar, Along With Decisions Clarifying How Islamic Laws Should Be Implemented.

Even Though Islamic Arbitration Has Been Revolutionized As A Legal Tool And Fully Being Practiced Since The Introduction Of Islam In 610 Ce [7], The Islamic Banking And Finance Industry Has Thrived Since The Late 20th Century. Islamic Finance Emerged As A Tiny Cottage Sector In Some Arab Countries In The 1960s And 1970s, Resulting In The Foundation Of Islamic Banks, Such As Egyptian Mit Ghamr, And The Increasing Oil Revenue Flowing Into Many Arab Countries. They Invested In Islamic Banks, And The Topic Started To Be Discussed At Conferences, Such As The First International Conference On Islamic Economics (Makkah, 1976) And The Conference Of Finance Ministers Of Islamic Countries (Karachi, 1970) [8].

The Conferences Led To The Establishment Of The Islamic Development Bank Was Established In 1975 Funded By The Gulf Oil Exporters With An Amount To Us\$2 Billion. After That, Other Islamic Banks Were Also Founded, The Islamic Bank Of Dubai In 1975, And After Two Years, Faisal Islamic Bank In Egypt, Sudan Faisal Islamic Bank, And The Finance House Of Kuwait Were Established. The Next Year Witnessed The Jordan Islamic Bank Opening Along With The Bahrain Islamic Bank In 1979 [9]. A Lot Of Muslim Countries Became Partners Of Islamic Banks, And That Ever-Increasing Confidence Means The Greater Application Of Islamic Bank Deals, Even By The Secular Governments Of The Muslim Countries [10]. Even Though Most Muslim Countries Cannot Manage To Completely Prohibit Interest Or Loaning And Uncertainty-Based Transactions, They Still Promote And Support Islamic Finance And Banks As They Have Become A Profitable Sphere.

To Take Advantage Of The Global Investment Market, The United Kingdom And Australia Have Also Offered Several Islamic Bonds (Sukuk) And Established Islamic Banks Like Al Rayan Bank. The Recent Years Have Witnessed The Interest Of Multinational Financial Organizations In Islamic Financial Products. In Particular, Hsbc And Citigroup Initiated To Offer Shariah-Compliant Products In Bahrain, The Uae., And Many Other Arab Countries Along With The Western World, Including The Usa. For Instance, In New York, Islamic Manner Of Home Finance, Account Checking, Etc., Have Been Offered By Hsbc. Moreover, The Acquisition Of Real Estate Or Small And Medium-Sized Companies On The Border Of Shariah Is Famous In The West [8]. The Global Trust And Recognition Of Islamic Finance Have Been Shown When Dow Jones Index Announced The Dow Jones Islamic Market Index (Djimi). This Attachment Of Islamic Resources And Funds To The Capital Market As Such Made Potential Investors, Including Non-Muslim Ones, Be More Comfortable With Islamic Financial Products.

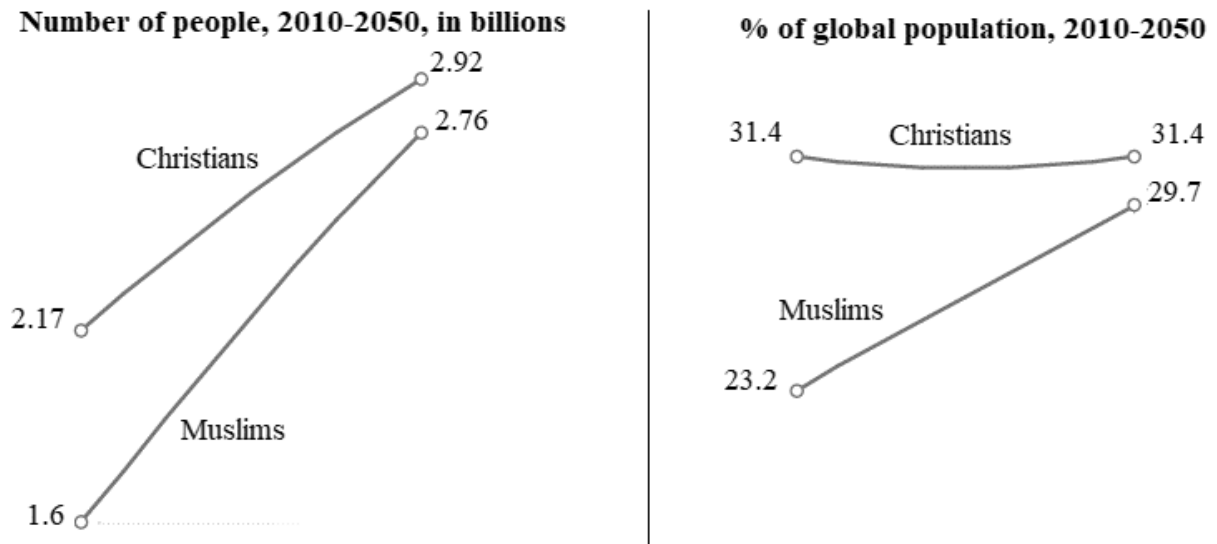
Per International Monetary Fund Report (April 2015), Islamic Financial Assets Have Doubled During A Decade Since 2003 From Usd 200 Billion To Usd 1.8 Trillion By 2013. According To Thomson Reuters Report (2015), Global Islamic Finance Assets Were Worth \$1.814 Trillion, And That The Value Of Assets Is Forecasted To Grow By 80% In The Following Five Years, Rocketing To Usd 3.24 Trillion By The End Of 2020. About 1,143 Islamic Financial Institutions Are Functioning Globally, Including Islamic Banks, Windows, Insurance Institutions, And Investment Companies.



**Illustration 2: Islamic Financial Institutions [9]**

Here, Saudi Arabia, Malaysia, Iran, And The U.A.E. Are Major Asset Holders, And The First Two Are The Dominants Of The G.C.C. And Pacific Asian Markets, In Turn [9]. The 2016 Comparison Of The Growth In Assets Between Islamic And Non-Islamic Banks Between 2008 And 2014 Highlights Islamic Banks Are Growing At A Faster Pace Than The Others [11]. As A Result, The Islamic Structure Of Economics And Finance Have Demonstrated Their Capability Of Attracting Politicians Who Make Policies And Experts Throughout The World To Establish The Network Of An Efficient System Of Financial. Islamic Finance Has Progressed From A Tiny Industry To A Global Market, In Which Muslims And Non-Muslim Cooperate And Acquiring Knowledge From One Another [12].

Furthermore, As Pew Research Centre Report States That The Muslim Population Is Growing In Number Dramatically, And Until 2050 There Would Be Almost Parity Between Muslim And Christian Believers, Becoming About 2.8 Billion And 2.9 Billion Respectively, Each Being One-Third Of The Global Population.



**Illustration 3: Projected Change Of Christian And Muslim Population In The World [13]**

It Is Also Expected That Muslims Will Have Become The Leading Religious Group In The Asia-Pacific Region By That Year [14]. The 2016's Data Reveals That The Exports From The U.S. To Saudi Arabia Were At About \$13 Billion And Exports To The U.A.E. Were \$4 Billion More Than The Previous Figure [9]. Regarding The E.U. And Gulf Cooperation Council Countries, In 2017, The Exports From The E.U. To G.C.C. Figure Was At Well About €99.8 Billion, And G.C.C. To The E.U. Amounted To €143.7 Billion. The Six G.C.C. Countries Are Announced As High-Income Economies By The World Bank [15].

With The Growth Of Islamic Commerce, The Cooperation Of Economies, And An Increasing Number Of Muslims, The Global Demand For Islamic Means Of Conflict Resolution, Especially Arbitration, Might Increase, Too [16].

### **Need For Arbitration Tribunals For Solving Conflicts Related To Islamic Financial Documents**

Different Institutions, Experts, And Learners Have Been Illustrating A Great Deal Of Interest In The Expansion And Progress Of Islamic Arbitration To Offer Participants Fully Functioning Islamic Services [17]. Islamic Arbitration Rules Are Listed By Iicra [18] And Aiac [19], The Aaoifi Standards Provide Guidelines [20].

However, There Are Different Opinions About The Need For Islamic Arbitration. As Shepherd Notes That The Actual Need For Islamic Centers Does Not Exist, And The International Law Of Arbitration Is Enough. However, Having More Options, Specialization And Expansion Are Beneficial Since It Increases Efficiency And Speed Of Solving Disputes.

However, The Kuala Lumpur Regional Arbitration Center's (Klrca) Director Sundra Rajoo Claimed That There Are Many Things Yet To Be Explored Regarding Multinational Commercial Arbitration, And There Are A Division And Contrast Between The Islamic And Secular System Of Disputes. With All Due Respect, Businesses Are Hesitant To Opt For The Shariah Court And Choose A Secular System. It Created A Need To Work Out An Effective Set Of Rules For Shariah-Compliant Commercial Contracts That Can Be Internationally Enforceable And Ease The Flow Of Multinational Trades. To Implement Klrca, I-Arbitration Rules Covered The Whole Domains Of The Arbitration Process. It Was The First Organization Listing Arbitration Rules, And It Lets To Address Any Disputes In Contracts Containing Shariah Problems. The Rules Achieved International Recognition By Adopting Uncitral Arbitration Rules Along With Safeguarding Islamic Principles. Thus, There Is Now An Islamic Conflict Resolution Mechanism That Can See Both Islamic And Conventional Transactions And Contracts. Also, They Do Not Conflict 1958 U.N. Convention On The Recognition And Enforcement Of Arbitral Awards Or The New York Convention That Participating 146 Countries Agree To Enforce Foreign Awards Of Arbitration [21].

Moreover, In 2016, Another Spark Highlighting The Vitality Of A Separate Islamic Arbitration Came From The Dubai International Arbitration Centre Board Of Trustees At Dubai International Arbitration Centre (Diac). They Announced A Need To Establish An 'Islamic Arbitration' Window. The Motivation Was The Idea Of Satisfying The Demand In Developing Muslim Economy Participants And Supporting Dubai's Want Of Becoming The Global Capital Of The Islamic Economy. However, Details Were Unspecified As To How They Want To Do It [22].

Furthermore, At The Global Islamic Economy Summit In 2018, Dubai Islamic Economy Development Centre (Diedc) Built A Partnership With International Islamic Centre For Reconciliation And Arbitration (Iicra). The C.E.O. Of Diedc Abdulla Mohammed Al Awar Noted That The Continuous Development Of The Islamic Economy, As It Was Proved Its Positive Contributions To Several Countries' Gdp, Creates The Urgency Of Devising The Market With Ground-Breaking Ways Of Reconciliation, Arbitration, And Litigation When Disputes Arise. Also, The C.E.O. Of Iicra Rami Sulaiman Pointed To The Increasing Demand All Over The World From Institutions, Especially Islamic Banks, To Add Arbitration Clauses In Their Contracts. It Is Important To Keep Up With The Latest Updates In Islamic Finance Worldwide. Using Islamic Principles Along With Manipulating The Most Recognized International Standards Allows Creating A Platform Under Arbitration Legal Framework To Solve Banking, Financial, Commercial Disputes Internationally [23].

## **Results**

### **The Critical Reality Of Resolving Islamic Financial Disputes**

There Is A Tendency To Implement Islamic Principles By Attracting Well-Known Islamic Experts And Shariah Qualified Scholars As Arbitrators Without Having Shariah-Compliant Rules. Arbitration Institutions Can Maintain Their Status As Other International Non-Shariah Compliant Institutions Since Services And Related Facilities That Are Provided By Them Can Support And Facilitate If Parties Opt To Solve Their Cases Inside The Islamic Border. For Example, The Arbitration Law 2008 Of The Dubai International Financial Centre (Difc) Adopted The Uncitral Model Law Without Having A Word About Shariah Or Islam. Although Difc Courts And The Difc's Interest In Islamic Finance Is Recognized Internationally, They Do Not Offer Arbitration Rules Based On

Shariah. Yet, They Claim To Be A Center For Islamic Finance. Abdulla Al Awar, The C.E.O. Of Dific, Says That Possibly Now Is The Chance For Islamic Finance To Get Out From The Roof Of Secular Finance And Compose And Offer Financial Products Acceptable By Islam To Investors Who Are Presently Unhappy And Uncertain Of The Conventional System Of Finance [24]. Even Though The Rules Are Formed Without Specific Shariah Components, The Arbitrators Selected Have Shariah-Compliant Backgrounds Or Obtains Relevant Qualifications To See The Case In Line With Shariah.

Moreover, There Are Not Any Shariah References In The Rules Of Sharjah International Commercial Arbitration, But The Arbitrators It Has Are Giant Experts Of Islam [25]. Also, In 2008, In Hong Kong, The Arab Chamber Of Commerce & Industry Established The International Islamic Mediation And Arbitration Centre (Imac), Which Mainly Follows Uncitral Rules. They Position Themselves In The Arab World Vis-A-Vis The South East Asia Area. They Do Not Offer Islamic Arbitration Rules, Either, But It Could Be Visible From Their Website That Most Arbitrators Have Islamic Backgrounds And Have Well-Experienced In The Conflict Resolution Sphere [26].

Furthermore, As The First Step To Becoming An International Hub For Conflict Resolution Of Islamic Financial Markets, The Qatar International Court And Dispute Resolution Centre (Qicdrc) Decided To Offer Shariah-Compliant Arbitration Services. In 2012, Mr. Musgrove, The C.E.O. Of Qicdrc, Noted That They Now Found The Chance Of Solving Finance Disputes In Line With Shariah Vie Formulating Shariah-Compliant Conflict Solving Mechanism. They Initiated It With The Qatar International Chamber Of Commerce Arbitration (Qicca) After Witnessing Worldwide Growing Fame Of Finance Funds And Schemes Under Shariah, Especially In The Gcc They Confessed The Urgency Of A Mechanism To Solve Conflicts That Would Arise. They Also Believe In Increasing The Reputation Of Qatar To Have A Reliable And Trustworthy Environment For Finance And To Attract New International Companies And Investment To Do Business In Qatar [27]. Nevertheless, By Now, Neither The Qicdrc Nor The Qatar Financial Centre Or Qicca Has A Reference Of Islamic Principles In Their Arbitration Rules.

By Scrutinizing Above Mentioned Information, It Could Be Said That There Is A Great Deal Of Need For Neutral Tribunals To See The Disputes Involving Shariah-Compliant Financial Transactions In The Global Market. However, To See The Case From An Islamic Perspective And Apply Shariah Principles, It Would Not Be Logical To Reject Or Ignoring Other International Governing Law Systems As Internationality Of The Contractors, Degree Of Enforceability Of The Awards Would Not Let It In Current Banking And Finance Industry. The Below Part Tries To Enlighten Some Reasons Why This Tendency Exists And Justify Current States Of Islamic Arbitration Institutions.

### **Barriers Facing Shariah-Compliant Financial Transactions And The Role Of Islamic Arbitration Institutions**

As Per Alex And Riza, The Majority Of Countries Function Under Either Civil Law Or Common Law Systems. One Issue Is They Cannot Manipulate The System To Comprehend Islamic Principles In Shariah-Compliant Finance Documents. Although The Sides Of The Contract Accept Signing Agreements Under Shariah, Most Courts, With Their Governing Laws, Failed To Direct Sufficient And Detailed Support, Infrastructure, And Human Resources To Get Proper Interpretation And Enforce Decisions Islamically. Moreover, Countries As Egypt, Malaysia, And Pakistan, Practicing The Shariah System, Apply The Laws In Limited Areas As Laws Of Family, Marriage, And Inheritance. Even Some Countries Like Malaysia And Kuwait, Establishing A Full Structure Of Industries As Islamic Banking, Are Failing To Apply Related Rules In Some Jurisdictions [28].

The Problem Pops Up Due To An Islamic Financial Agreement Made By Participants From Dissimilar Financial Institutions And Parties From Multiple Jurisdictions. Here Are Two Questions: First, How Can The Choice Of Governing Law Cater To Islamic Finance Papers, And To What Extent Can It Be Applied In The Border Of The Selected Law Framework? Second, If The Law System Is Not Islamic, Where Can Be The Proper Forum For The Resolution Of Disputes Arising From Shariah-Compliant Transactions?

Parties Of Shariah-Compliant Financial Contracts Inherently Choose Islamic Law As The Governing Of Their Choice. However, There Is Not A National System Of Law Purely Based On Shariah, And It Is Not Standardized And Codified To Be Put On The Table As A Guideline Or Reference. Contractors Can Only Adopt Islamic Law With The Reference Of A Specific Jurisdiction. Thus, To Assure A Greater Degree Of Certainty About Their Privileges And Responsibilities, Parties Tend To Choose The National Law System. Islamic Principles Are Enlisted Along With The Provisions Of The Governing Law That Is Often Drafted Without Conflicting With The

Shariah. This Practice Does Raise Uncertainty Over The Degree Of Effect And Enforcement Of The Judicial System Chosen. Thus, There It Is Common That In Litigation, The Courts Cannot Satisfy Shari's Rules Due To A Lack Of Know-How And Other Resources.

To Back This Point Up, The Case Of Shamil Bank Of Bahrain V Beximco Pharmaceuticals Can Be A Good Illustration. Here, As Claimed By The Bank That As Per The Murabahah Contract, Certain Payments Were Unpaid By Beximco. The Reference To The Application Of Islamic Principles In The Provision Of The Governing Clause Was Embedded As "Subject To The Principles Of The Glorious Shariah," And The Agreement Itself Was Governed By English Law. Beximco Contended That The Contract Conflicts With Shariah Law And Thus Unenforceable. At First, The Judge Dismissed Beximco's Argument By Stating That Two Systems Cannot Govern An Agreement. Later, In The English Court Of Appeal, The Judge Stated That The Parties Did Not Provide Any Specifics Of Sharia Principle To Apply, And Sharia Law Is Unacceptable In English Law. The Reluctance Of Conventional Courts To Apply Shariah And The Possibility Of The Parties To Go Against Shariah To Avoid Penalties Creates Leeway For Participants To Shop-Around To Escape From Responsibility. This Ruling Can Be Found In Eleven More Cases. Also, The District Court Of Michigan Alleged The Case Of A.I.G.'S Islamic Financial Services Violating The U.S. Constitution And Dismissed It [29]. Thus, Islamic Principles Are Accepted And Recognized, But, In Litigation, Their Application Is Uncertain In Both Islamic And Non-Islamic Legal Systems.

### **Conclusion**

There Is A Clear Absence Of Judicial Systems Where Islamic Financial Documents Can Be Litigated And Enforced. Courts Are Not Able To Define What Exactly The Shariah Is. Even The Experts Of Shariah Have Dissimilar Interpretations Of Certain Matters. The Above Insights Pose The Question Of Whether Arbitration Can Be A Solution To Financial Transactions Involving Shariah Principles. The Answer Is That Arbitration Seems To Be The Only Solution. Because Arbitration Is Allowed In Islam And Using Its Flexibility, Confidentiality Parties Can Themselves Work Out The Decision To Reach The Outcome That Can Keep Or Rebuild Their Relationship Fast And Cheaply. It Is The Ground Where They Can Involve Islamic Finance Scholars And Aim To Solve Their Conflicts Applying The Islamic Principles. The Award Could Only Be Enforced If Arbitration Awards Are Enforceable In The Related Jurisdiction. Thus, It Would Not Be Reasonable To Insist On Making Arbitration Institutions Operate Without The Involvement Of Conventional International Standards. This Means That Further Research And Experiments Are Needed To Be Done To Provide Clear And Certain Standards Of Shariah So That Conflicts Arising From The Transactions In Line With Islamic Principles Can Be Tackled Easily.

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The Authors Declare The Absence Of Obvious And Potential Conflicts Of Interest Related To The Publication Of This Article And Report On The Contribution Of Each Author.

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