

Electronic arbitration ruling and its effects under the legal system of arbitration in the United Arab Emirates: An original study

Ahmed Eisa Al-Sari Al-Mheiri,

a master's student at the University of Sharjah

Prof. Dr. Sayed Ahmed Mahmoud Ahmed,

Professor, Department of Special Law, University of Sharjah

Abstract:

The study aimed to identify the electronic arbitration award and its effects under the legislation in the UAE, through a statement of the procedures for pleading and deliberation in the electronic arbitration award, and a statement of the form of the electronic arbitration award in addition to standing on the methods and reasons for challenging the electronic arbitration award, and the study relied on the analytical inductive approach to achieve its objectives, and that through the division of the study into two topics, where the first topic dealt with the electronic arbitration ruling, and the second topic dealt with the effects of the electronic arbitration award and its appeal, and the study reached a number of results, the most important of which are: Electronic arbitration is an electronic judicial system that specializes in resolving disputes that arise in the electronic environment between dealers in E-commerce according to an agreement between the parties to the dispute. The electronic arbitration award differs from the traditional arbitration award, because the arbitration is of a special nature in that the dispute in which the electronic arbitration is settled relates to commercial disputes, electronic contracts and other contracts. Due to the resort of many parties and persons to electronic arbitration, because of its many advantages, we find that many legal systems have been interested in developing special legislation for electronic arbitration, in an attempt to keep pace with current developments. Electronic arbitration has become necessary and urgent in the fields of e-commerce.

Key words: arbitration - electronic - procedures - Arbitration award.

Introduction:

In light of the development the world is witnessing in the field of international transactions and trade, the return of individualism, freedom of trade exchange and the power of the will. Recourse to arbitration is the best way to resolve disputes in this field. When a dispute arises in such contracts that are concluded and implemented in the virtual world, individuals wish to solve it in the same way, with an effective procedure that addresses the problem and resolves the dispute while preserving the reputation of the parties and the survival of their commercial relations. This procedure is electronic arbitration, given the nature of electronic commercial transactions and contracts that Resolving disputes that arise in which a means of an electronic nature is commensurate with the electronic environment in which these transactions arose, especially since the ordinary traditional arbitration is no longer able to keep pace with the required speed in completing electronic

transactions. Therefore, electronic arbitration appeared, which has distinctive characteristics that make it able to deal with all disputes that arise in the electronic environment in the field of electronic transactions and contracts. This is due to the fact that electronic arbitration is consistent with the characteristics of electronic transaction and contract disputes, which makes the resolution of these disputes effective.

The United Arab Emirates adopted the idea of electronic arbitration, and issued Federal Law No (6) of 2018 regarding arbitration, and Law No (1) of 2006 regarding electronic transactions and commerce. Therefore, I will try, through this study, to shed light on the electronic arbitration ruling and its effects in the United Arab Emirates under the laws regulating it.

The Problem of the study:

The phenomenon of globalization witnessed in the current era imposed the necessity of intertwining interests between states, which led to an increase in interest in electronic arbitration at the international level, especially after the emergence of so-called disputes in e-commerce transactions. Of the problems and difficulties as a modern system whose legislative chapters have not been clearly completed. Therefore, it can be said that the problem of the study is to try to answer the following main question: What is meant by electronic governance and its effects under the legal system of arbitration in the United Arab Emirates?

From the previous main question, a number of the following sub-questions are derived:

What is an electronic arbitration judgment?

What are the procedures for issuing an electronic arbitration judgment?

What are the effects of the electronic arbitration judgment?

The importance of the study:

The importance of this study stems from seeking to enrich the studies and research conducted on the electronic arbitration ruling and its effects, which are somewhat few in the Middle East. The importance of this study also stems from the fact that it deals with an important segment of society, which is the category of merchants and commercial companies, which have become most of their transactions through the electronic environment. The aspects that will be added through this study can be identified, as follows:

First, the theoretical importance

1- The scientific importance of the study is to shed light on an important topic in our time as it evolves with the development of information and communication technology in society. Therefore, the researcher seeks to add this research to the field for researchers and scholars to delve into the electronic arbitration ruling in light of the laws regulating arbitration in the United Arab Emirates.

2- Enriching the Arab academic arenas with studies and research participations in the electronic arbitration ruling and its effects in the light of UAE law.

Second, the practical importance

- 1- The researcher hopes that the results of the study will contribute to increasing interest in the procedures of the electronic arbitration ruling and to identify the role that electronic arbitration plays in resolving many of the disputes that arise in the field of transactions and e-commerce.
- 2- The importance of the study lies in identifying the extent of the ability of UAE law to establish a legal organization for the procedures and effects of the electronic arbitration ruling.

Objectives of the study:

The study aims to find out the following points:

- 1- Familiarize yourself with the procedural system for issuing an electronic arbitration judgment.
- 2- Indicating the suitability of the legal system related to arbitration by accommodating the privacy of electronic arbitration.
- 3- Knowing the effects of the electronic arbitration ruling and how to appeal it.

The Study Approach:

We will follow the fundamental study, which is the approach through which the researcher extrapolates the parts so that he can reach facts that generalize to the whole as what applies to the part applies to the whole. In addition, this approach helps us to answer all the questions of the study, in particular the main question: What is the rule of electronic arbitration and its effects under the legal system of arbitration in the United Arab Emirates?

Terms of the study:

1- Arbitration.

“It is the best means in the field of settling international disputes, especially commercial disputes. Arbitration is based on the will of the parties involved in it. The parties are the ones who choose the arbitrators who undertake the settlement, and the laws that govern all substantive aspects of arbitration. They also have the right to determine the period during which the issuance of Judgment in the dispute presented to them.

As for procedurally, the researcher defines arbitration as “a special judicial system in which the parties choose their judges, and they are entrusted, by virtue of a written agreement, with the task of settling disputes that may arise or have already arisen between them regarding their contractual or non-contractual relations, which may be resolved by arbitration in accordance with the requirements of the law or justice and the issuance of a decision obligated to them.”

2- Electronic arbitration.

A special electronic judicial system for settling disputes that arise or are likely to arise electronically between dealers in electronic commerce pursuant to an agreement between them to do so.

As for procedurally, the researcher defines electronic arbitration as a system that separates electronic disputes that arise between dealers in electronic trade and contracts, and is characterized by the speed and efficiency that makes it able to resolve these disputes effectively.

3- Arbitration judgment.

It is what is issued by the arbitrators to whom the dispute to be decided is presented, and the ruling issued by the arbitrators entails deciding the dispute finally, whether in all or part of the dispute submitted to the arbitrators.

As for procedurally, the researcher defines the arbitral judgment as the decision issued by the arbitrators within the period specified by the parties to the dispute, and the judgment issued by the arbitrators is final to decide the dispute presented to them.

Whenever it is one of the centers that supports electronic arbitration and depends on the establishment of internal regulations at the center, it is clear to both parties the arbitration procedures and the dates for submitting defenses and determining how to reach the arbitral tribunal through the Internet.

Previous studies:

1. A study entitled the legal regulation of electronic arbitration. Dr. Abdul-Sabour Abdul-Qawi Ali, Publications of the Law and Economics Library, Riyadh, first edition 2013.

In the conclusion of the research, the researcher concluded that electronic arbitration is a means of settling disputes that arise from international trade by selecting one or more arbitrators who resolve this dispute presented to them using the Internet to reach a binding decision for the litigants. expenses. Despite the obstacles that stand in this way, they can be overcome through prior agreements between the parties on the points that can be raised by the nature of the medium in which the arbitration takes place in terms of agreeing to determine the contract council, the applicable law and other problems, or by relying on the mechanisms and self-regulation of electronic arbitration. It is in line with these transactions presented to the electronic arbitration centers in terms of the issuance of this judgment that ends the litigation and its implementation of this type of judgment.

2. A study entitled The Legal System of Electronic Arbitration in E-Commerce “a comparative study” by the researcher Rifaat Fadel Mohammed Al-Rai, a study to obtain a master's degree in international trade at the Dubai Police Academy.

The researcher concluded that the electronic arbitration agreement in terms of its concept does not depart from this general meaning of the arbitration agreement, and therefore it can be defined as “a contract in which the offer meets acceptance through an international communication network using electronic data interchange. It is intended for the parties to refer all or some disputes to arbitration. that arose or could arise between them regarding a specific legal relationship, contractual or non-contractual”, however, although the electronic arbitration agreement is consistent with and similar to the traditional arbitration agreement in that they are two sides of the same coin, which is the settlement of disputes arising or that will arise between the parties from During the contract concluded between them, however, what distinguishes the electronic arbitration agreement from its traditional counterpart is the method or means by which the agreement is concluded, which is the

electronic method. The electronic arbitration process is similar to the normal arbitration process in its general structure, which is represented in the many stages that the electronic arbitration litigation goes through

3. A study entitled “Electronic Arbitration in E-Commerce”, a master’s thesis by Amina Khababa, published by Dar Al-Fikr and the Law, 2014 edition.

In this study, the researcher followed the inductive approach, and divided the research into an introductory chapter entitled International Commercial Contract. In the second topic, the objective conditions of the electronic contract and its proof, while the second chapter is related to the nature of electronic arbitration, its sources and procedures. It was divided into two sections. The topic dealt with the nature of electronic arbitration and its sources. The second topic came under the title of electronic arbitration procedures, while the second chapter in this research came under the title of procedures for issuing an electronic arbitration judgment and the conditions that must be met and implemented. The second topic was titled Methods of Appeal against the Arbitration Judgment and How to implement it. In the conclusion of the research, the researcher concluded that the electronic medium in dealing generated many effects on legal relations between people, and also raised many challenges and legal problems that require legal regulation, as it is urgent to re-evaluate The existing rules are compatible with the private nature until they are applied in this electronic medium and in proportion to this medium. He also found great difficulty in developing legal means concerned with settling disputes and consistent with their nature, which takes place in this environment, which led to the adaptation of the traditional legal means to settle disputes. To respond to the privacy of this type of trade, which takes place in an electronic medium, so that arbitration in the electronic form is the appropriate means for it. One of the most important advantages achieved by electronic arbitration is the speed in settling disputes, and reducing the expenses incurred by the parties to the dispute.

The nature of electronic arbitration

In light of the development that the world is witnessing in the field of international transactions and trade, in the face of the return of freedom of international trade and the authority of the will, resorting to arbitration is the best way to resolve disputes that arise in this field. And when a dispute arises in these contracts that are concluded as well as are implemented in the virtual environment, as well as individuals tend to reach a solution in the case of the dispute in the same way, with an effective procedure that addresses the problem and resolves the dispute while preserving the reputation of the parties and the survival of their commercial relations and this procedure is electronic arbitration (1). I will address the statement of the concept of electronic arbitration, its legal nature, its advantages, and the obstacles it encounters.

Definition of electronic arbitration:

Where a side of jurisprudence defines it as “the agreement to present the dispute before one or more arbitrators to decide on it instead of the competent court, by a ruling binding on the litigants, provided that the legislator recognizes this agreement, whether it is a condition or a condition” (2).

And this system is not only responsible for establishing and establishing its rules, and contrary to what most if not all jurisprudence sees, the will of the parties or their agreement, but is based on two

foundations: the first, the will and agreement of the parties, and the second, the law's recognition of that will or that agreement, and help it reach its goal. . We conclude from this definition that the idea is not based on arbitration, or the legal essence.

The functional aspect indicates that arbitration is a tool for settling a dispute where the idea of the parties to any legal relationship, contractual or non-contractual, civil or commercial, does not arise to arbitration except with the intention of settling points of disagreement about aspects of that relationship.

The legal nature of electronic arbitration

Contractual Nature of Arbitration:

The will of the parties plays a key role according to the proponents of this theory, as the arbitral tribunal assumes a necessary task in settling this type of dispute. Through the will of the parties, the arbitral tribunal is determined before the dispute arises and the way each party bears the expenses. Through them, the procedures to be followed and which the arbitral tribunal must abide by, as well as the law applicable to the dispute, to which the arbitral tribunal formed by them is bound (3) is determined. Therefore, the decision issued by the arbitrators is not considered a judicial act, because it is the result of the arbitration agreement between the parties to the dispute, as the agreement between the parties and the ruling issued by the arbitrators cannot be separated, as they are two sides of the same coin as the basis for the arbitration agreement is to reach the arbitrators' ruling, which is considered subordinate to the agreement Arbitration in the arbitration process (4). Although it is the goal that the parties to the dispute seek to reach through prior agreement, resorting to arbitration in general to resolve disputes is of a contractual nature and their justification for that is according to the opinion of the proponents of this trend (5). By agreeing to arbitration, individuals tacitly agree to abandon the lawsuit, temporarily, and authorize the arbitral tribunal that hears the dispute between them to have the authority that comes from their will.

This authority cannot be a judicial authority, as it is based on the will of the parties to the dispute and those who consented to that from the beginning and before the dispute arose between them, and then the arbitral tribunal had to abide by the terms of the agreement concluded between the parties to the dispute when issuing the judgment ending the dispute. The parties' implementation of the judgment issued by the authority is an affirmation of their commitment to the content of the agreement concluded between them, and what supports the contractual nature since the arbitrator lacks the authority that the judge enjoys, which is the source of the law and not the agreement of the parties, so the arbitrator, during the conduct of the arbitration procedures, does not have the right to impose penalties on the litigants. Or witnesses who refuse to testify. This is in contrast to the judiciary, which has the power to do so (6).

Judicial nature of arbitration:

The prevailing opinion in jurisprudence is that arbitration is of a judicial nature, and despite the source of this authority, it is considered by them that the arbitrator is a judge, as long as he performs a basic function, namely, the separation of disputes presented to him, as he does not derive his authority from the arbitration contract only. Rather, most of the legislation recognizes it as a judicial nature, and just as the judgments it issues order the validity of the *res judicata*, and since the French

Electronic arbitration ruling and its effects under the legal system of arbitration in the United Arab Emirates: An original study

Court of Cassation took this view in most of its rulings and ruled that “Arbitration is a judicial path in which the arbitrator enjoys autonomous and independent powers to adjudicate the disputes presented to him by the litigants,” and most of the judicial rulings followed in that.

The proponents of this trend believe that arbitration is a judicial act, as long as the essence of judicial rulings is the application of the will of the law in the specific case by a person who is not directed by the legal rule that he applies. Therefore, it can be considered that the arbitrators’ ruling that ends the dispute is judicial, whatever the criterion used in determining the judicial work, except for the standard of the body issuing the ruling. Supporters of the judicial theory relied on proving this theory based on multiple grounds where there are Common denominators between arbitration and the judiciary make sure that the arbitral judgment can be considered a judicial act, the most important of which is that the ruling issued by the control body can be considered aimed at achieving justice between the parties.

Most of the practices in achieving justice are a function of the state, and the parties’ agreement on arbitration does not mean that they cannot resort to the judiciary at all. Rather, they prefer that this dispute be decided by a body acceptable to the parties to the conflict without resorting to the judiciary in order to achieve speedy settlement of the dispute and reduce expenses between them. As the state recognizes this type of dispute resolution and is considered a method of settling the dispute, the ruling issued by the arbitral tribunal is considered a judiciary alongside the state’s judiciary, like the foreign judiciary, which is recognized by the internal laws (7). The arbitrator also has the authority to request clarifications that he deems necessary by the parties to the dispute in order to reach a ruling to end the dispute between the parties, and it is subject to the principle of pre-trial court, as is the case with the judge.

Also, this trend, despite the arguments that were presented by them, that it was criticized as well, on the grounds that the judge differs from the arbitrator in that the judge has authority as well as advantages and because of his legal status that distinguishes him from the arbitrator, and this shows us the difference between the work of the arbitrator and the judge, where That the judge performs a public function assigned to him by the state and not by the will of the parties. The judge also enjoys judicial immunity, which is the source of the law in the work he is entrusted with, and the judge is considered a denial of justice if one of its cases specified by the law is available. The litigants in the dispute are not free to choose the judge to settle the dispute between them, and such matters cannot be found with the arbitrator since the nature of the work performed by the arbitrator is different from the work performed by the judge, and the arbitrator can be determined by the will of the parties (8).

Advantages of electronic arbitration:

1. Control is of particular importance in resolving disputes of an international nature that take place in the electronic medium, in terms of the ease of procedures followed in it, and the speed of procedures in electronic control compared to judicial procedures, which usually take more time. In addition, the arbitral tribunal often includes an arbitrator with a technical specialization in the subject matter of the dispute presented to the control body. This arbitrator, related to the subject matter of the dispute, is able to find appropriate solutions to disputes in a faster and easier way than ordinary

judges cannot, since he lives in the profession. The work performed by the arbitrator makes him more capable to resolve the conflict based on his experience and technical knowledge.

2. Arbitration is characterized by confidentiality with regard to the parties to the dispute, as the parties prefer confidentiality to present their disputes before the public, unlike the state courts, which are subject to the principle of public trial, and bodies are not bound by this rule (9).

3. The electronic arbitration also has additional advantages and is considered one of the most important of these advantages, through the non-compliance of the parties to the dispute regarding moving from one country to another with regard to sending documents and documents related to the dispute, in addition to the fact that attendance at the session is in the electronic medium. Documents are sent to the arbitral tribunal through e-mail or al-Buraq and other electronic means of communication available in our time, as this is consistent with the fact that time is an essential and essential element in this type of transaction.

4. The speed of issuing judgments due to the ease of procedures, as documents and papers are sent by e-mail and other means of communication currently available, and the arbitral tribunal can communicate directly via the Internet and what is currently known as the “chat room” electronically (10).

5. Resorting to electronic arbitration contributes to the fact that the parties to the contract avoid not keeping pace with the law and the judiciary for this type of electronic contracts, whether legally or judicially, through which it is possible to avoid the legal non-recognition of this type of contracts. It is also easy to determine the law applicable to the dispute with the agreement of the parties, in addition to defining the competent body, and this matter is not an easy matter in the ordinary judiciary when the dispute is referred to it.

6. Electronic arbitration is characterized by the fact that its financial cost is low, in proportion to the electronic contracts concluded and their size, which in most of them are not large but rather modest. It also uses electronic means of communication that allow the use of visual and audio means when the arbitration sessions are held directly between the parties, experts and others. This contributes to reducing travel expenses and moving from one place to another to attend the arbitration sessions.

Second: Obstacles to electronic arbitration:

1. The lack of the required capacity of one of the parties to the dispute may result in the invalidity of the arbitral judgment, as the agreement made based on the lack of capacity is void due to lack of capacity or lack of capacity of one of the parties to the dispute, when signing the contract containing the arbitration agreement between them. Consequently, the arbitral judgment issued by the arbitral tribunal was invalid due to the lack of the required capacity in commercial disputes between the parties.

But this problem can be avoided through arbitration centers, which must oblige the parties to disclose his age. His identity is also disclosed through the authority’s websites in order for the parties to refer the disputes between them to one of the arbitrators registered in the center, provided that in the absence of any of the two parties to disclose this data, it is not allowed to complete the arbitration agreement between them, as this leads to achieving credibility between the parties to the arbitration

agreement and also avoids the parties the risk of invalidity of the judgment issued by the arbitral tribunal.

2. Ensuring the confidentiality of the arbitral process:

Maintaining the confidentiality of the arbitral process is one of the basic conditions for the success of this process as a whole to reach the direction and acceptance of most individuals to this method of resolving the dispute. Most of the arbitration centers that work in the electronic environment have tended to maintain the confidentiality of the process as a whole, through the regulations issued by these centers to reach confidentiality with regard to the arbitration process. These regulations confirm that everyone involved in this process must pledge to maintain the confidentiality of the data and the information that he sees, whether they are experts and others.

But the problem arises in the challenges that permeate this process, on the other hand, which is that these sites may be penetrated by external persons who have nothing to do with the types presented to the Authority. As well as vandals who are looking for people to steal their data, card numbers, or electronic payment cards that the parties to the dispute use to pay their dues at the arbitration centers.

Most of the arbitration centers have reached the retention of the data and documents submitted by the parties to the dispute, by encrypting these documents that are submitted by the parties, a search that can only be viewed by the persons concerned with the dispute.

Electronic arbitration features

Arbitration clause:

Based on the first paragraph of Article (5) of Law No (6) of 2018 on Arbitration, “the arbitration agreement may be prior to the establishment of the dispute, whether that was independent of itself or mentioned in a specific contract regarding or some of the disputes that arise between the parties.”

The arbitration clause is the agreement concluded by the parties to the dispute, separate from the original contract, with the aim of resorting to arbitration regarding an existing dispute between them (11).

Article 7/1 of the Model Law prepared by the United Nations Commission on International Commercial Arbitration indicated that “the arbitration agreement may be in the form of an arbitration clause contained in a contract or in the form of a separate agreement.”

The arbitration clause

According to the second paragraph of Article (5) of Law No (6) of 2018 on Arbitration, “It is permissible to agree on arbitration after the dispute has arisen, even if a lawsuit has been filed in this respect before the court. In this case, the agreement must specify the issues covered by the arbitration.”

Arbitration stipulation means “the agreement whereby the parties to a particular contract agree to settle the disputes that have arisen between them regarding this contract through an arbitrator with special conditions.”

This case initially assumes that there is no arbitration clause in the contract (12). The idea of the parties resorting to arbitration may not come to the minds of the parties to the contract when the contract is signed between them, but during their implementation of the contract a dispute occurs between them, so the parties decide that the best way to resolve the dispute between them is through resorting For control, the agreement in this case is presented in the form of a separate agreement.

There is a difference between the control clause and the arbitration clause in that it is subsequent to the dispute and not before it is established between the parties, and the arbitration clause is stated as a condition in the contract concluded between the parties, where they agree from the outset about concluding the contract that if any dispute arises between them, it will be resolved by the control and not the state's judiciary , and since the control parity is subsequent to the dispute (13). It is necessary in it to contain a specification of the dispute between the parties, which will be referred to control. Usually, the parties to the dispute make this agreement before the formation of the panel that will separate them, and indicate the limits of the arbitrators' authority in the dispute between them, the procedures that the arbitral tribunal must abide by, and the law applicable to dispute. It is also possible to agree on a control sharing even after the parties have submitted the dispute to the competent court, as they can agree to control before the competent court and this agreement is recorded in the minutes of the session by the judge.

The subject matter of the dispute that is brought before the arbitral tribunal is considered to be the subject matter of arbitration, and in order for arbitration to be resorted to, this subject must be legitimate, through the subject matter of the dispute that the parties agreed to refer to arbitration through the arbitration agreement, which may be legally controlled and settled by during arbitration. In addition, the dispute between the parties is acceptable to be decided through arbitration, as it is an essential and essential condition for the validity of the arbitration agreement, and until the arbitrator has jurisdiction to decide on this dispute. Also, when the law permitted the parties to agree to submit the dispute to arbitration, this right was not given to the parties to the dispute to resort to it in all disputes, but rather permitted resort to arbitration in certain disputes, and some disputes were not recognized as they do not accept arbitration, and this can be concluded by referring to the paragraph states The second of Article (4) of Law No. (6) of 2018 Concerning Arbitration: "It is not permissible to arbitrate in matters in which it is not permissible to conciliate."

Thus, through the previous paragraph, it is permissible to arbitrate in all disputes in which conciliation is permissible between the parties to resolve the dispute between them and can be decided by referring the dispute to the arbitrator for settlement, while disputes in which conciliation is not permissible are not accepted to be referred to arbitration. We conclude from this paragraph that the non-permissibility of arbitration or its permissibility is related to its ability to conciliate or not.

Through the arbitration agreement, the parties to the dispute exclude the jurisdiction of the state's judiciary in the consideration of the dispute between them and put it forward. As for arbitration, this is a legitimate reason, as the law permits the parties to the dispute to take this path. But in the event that it is proven that the parties intend to resort to control in order to evade the application of the provisions of the law, if the dispute is brought before the courts, it leads to the illegality of the agreement on arbitration between the parties, as the law includes some obligations and restrictions that the parties resort to in the arbitration agreement for dissolution of these limitations or

obligations. This case is considered a case of fraud towards the law, and in this way, after the agreement is illegal, the will of the parties tended to evade the law applicable to the dispute between them and to determine another law to apply to the dispute between them with the aim of evading the provisions of the law because of the freedom in arbitration to determine the law Applicable to the dispute submitted to the arbitral tribunal (14).

Electronic arbitration litigation and judgment

The concept of arbitration judgment

Jurisprudential trends varied in defining the meaning of the arbitration judgment, as some take the broad concept, while others take the narrow concept. We will address these trends as follows:

Some defined it as “the decision issued by the arbitrator, which definitively decides, in whole or in part, on the dispute presented to him, whether this decision relates to the subject matter of the dispute itself or to jurisdiction or to an issue related to the procedures, which led the arbitrator to rule to end the litigation” (15).

In another definition, it is “the final judgment issued by the arbitral tribunal on the subject matter of the dispute, whether this ruling includes all or part of the dispute, and whether the arbitral tribunal accepts all or rejects the requests of any of the parties, or accepts part of them and rejects the other part” (16).

Issuing and implementing an electronic arbitration judgment

The arbitration decision is issued after a period of one month from the completion of the procedures, unless there is an obstacle before the arbitral tribunal and the existence of exceptional circumstances that prevent the issuance of the decision by the arbitral tribunal (17), and it is also one of the arbitration conditions that the arbitral judgment be issued in writing and the majority is satisfied with the signature The judgment shall be passed by the members of the arbitral tribunal and its president, with mentioning the opinion of the dissenting member, if the unanimity of all the members of the arbitral tribunal is not reached.

The decision includes, in addition to the ruling:

- 1- The date and place of issuance of the judgment.
- 2- Remuneration of arbitrators and experts and any other expenses required by the arbitration process (18).
- 3- Causing the decision and the decision may not be justified, except in the event that the parties agree because there is no need for causation.
- 4- The judgment issued by the Commission shall be delivered to the parties through the arbitration center, and this judgment shall be binding on the parties as soon as it is received by them.

A jurisprudential side believes that there are some difficulties facing the issuance of the electronic arbitration judgment with regard to the necessity of signing the judgment by all the arbitrators and the head of the arbitral tribunal, in addition to the form of the judgment.

The question arises as to the extent to which the judgment should be fixed by writing on a paper, or is it sufficient to judge electronically through the computer?

On the level of documents, the London Court of International Commercial Arbitration states in Article 26/1 of it that “the arbitral tribunal shall issue its decision in writing, unless the parties agree otherwise in writing.”

The same applies to the Model Law of the International Trade Law of 1985 (Article 31/1)(19), and this was confirmed by the Regulation of the Commercial Conciliation and Arbitration System of the Dubai Chamber of Commerce and Industry (Article 45).

There are also some texts that refer to the requirement to write the judgment in an implicit manner, such as the Regulations of the International Chamber of Commerce in Paris (Articles 28, 29), in addition to the requirement to write the judgment, the judgment must be reasoned.

Regarding the necessity of signing the judgment, most national as well as international documents require that the judgment be signed by members of the control body. With regard to the obligation to sign the judgment, international and national documents that require signing the judgment have been frequent, including Article 31/1 of the Model Law on International Commercial Arbitration, which states that “the judgment is issued in writing and signed by the arbitrator or arbitrators.”

According to Article (45) of the Commercial Conciliation and Arbitration Law of the Dubai Chamber of Commerce and Industry, the arbitration ruling must be signed by the members of the authority who agreed to it and at the level of national legislation. The electronic signature becomes acceptable in the field of proof, and the law regulates the bodies that provide legal security for contracting through the Internet to facilitate the exchange and electronic preservation of information (20).

With regard to obtaining an order to enforce the arbitral judgment, the New York Convention for the Execution of Foreign Arbitral Judgments for Recognition of 1958 stipulates that “whoever requests recognition and enforcement stipulated in the previous article shall submit with the request:-

A- The original official judgment or a copy of the original that collects the official requirements for the bond.

b- The original of the agreement stipulated in Article 2, or a copy of the official terms of the bond.

Article 8 of the 1996 Model Law on Electronic Commerce states that a copy that is identical to the original can be used as the original copy, on two conditions: the first: that there is a sure guarantee of informing about it. Second, this notification should be communicated to the person to whom the copy of the arbitral judgment is submitted.

The forced enforcement mechanism is numerous with regard to the implementation of arbitrators' rulings, including the linking between arbitrator rulings and credit cards of the parties to the dispute. This is so that the required amounts can be collected when the ruling is issued, whether in favor of one of the parties or against him, or to obtain a written undertaking from the parties to the dispute to implement immediately after the ruling is issued.

Effects of an electronic arbitration judgment and ways to appeal it

The issuance of the arbitration ruling entails a number of legal effects, both between the parties to the dispute to be submitted to the electronic arbitration. Also, the judgment issued in the electronic arbitration can be appealed for reconsideration in many ways, and therefore I will try through this topic to shed light on the effects of the electronic arbitration judgment and appeal. It is divided into two sections. In the first section, I deal with the effects of the electronic arbitration judgment, and in the second section, I address the appeal against the electronic arbitration judgment.

Effects of an electronic arbitration judgment

Handing over to the parties to the dispute a copy of the judgment is one of the effects of the electronic arbitration judgment so that the party in whose favor the judgment is issued can implement it, and this was confirmed by the text of Article 44 of Federal Law No. 6 of 2018 in the UAE, regarding arbitration, as "... the arbitral tribunal announces the judgment to all parties." By handing over to each of them an original copy, or a copy thereof, signed by the arbitral tribunal, within fifteen days from the date of the judgment." (21).

It should be noted that as soon as the electronic arbitration ruling is issued, the mandate of the arbitral tribunal members ends in the dispute that has been resolved, and the principle of termination of jurisdiction has been expressly stated. This is evident in the text of Article 49/1 of Federal Law No. 6 of 2018, regarding arbitration, where it states that "1- Once the arbitral judgment is issued, the arbitral tribunal shall have no authority in any of the issues dealt with by the arbitral judgment" (22).

The issuance of the electronic arbitration judgment entails that it acquires a binding force in the face of the parties to the dispute, and possesses the authority of the final order through the methods of appealing the electronic arbitration judgment stipulated by law. This authenticity of the electronic arbitration judgment has two effects, one positive and the other negative. The positive effect is that whoever issued the electronic arbitration judgment in his favor has the right to adhere to it in the face of the other party without the need to prove again the existence of this right. The negative effect is that it prevents the person against whom the electronic arbitration ruling has been issued from filing a new lawsuit, whether directly or indirectly, in which he requests what the judiciary has previously rejected from him. (23) And this was confirmed by Article No (52) of Federal Law No. (6) for the year 2018 regarding arbitration by saying, "The arbitration judgment issued in accordance with the provisions of this law is binding on the parties, and has the authority of the *res judicata*, and has the same executive force as if it were a judicial ruling, except that it is required for its implementation to obtain a decision for approval by the court." (24).

It should be noted that in the field of international trade, there is no practical aspect of arbitration that is more important than the importance of international enforcement of arbitration judgment confidence in arbitration decisions and the reassurance of the parties to the dispute that they can be enforced in practice as soon as they are issued by the arbitral tribunal. Also, it is possible for the arbitration system to have a negative impact in the event of lack of confidence in this system, as well as a bad decline in the international trade movement in the event of non-compliance with the implementation of the arbitral judgment (25).

This is what was confirmed by the Regulation of the International Chamber of Commerce in Paris in Article 28/6 of it that “every arbitral judgment is of a binding nature for the parties as a result of the subjection of their dispute to the current regulation, and the parties undertake to implement the judgment issued without delay, and by waiving all the methods of appeal that they may waive about it legally.” Thus, the principle in the implementation of judgments issued by the two governments is done in a consensual manner because the litigating parties have agreed to resort to arbitration when concluding the arbitration agreement between them.

The researcher believes that it is important for the arbitration centers to direct the disputing parties with the procedures to be followed in order to implement the judgment in order to achieve speed and save time after the judgment is issued. As well as providing a database to save the electronic judgments issued by the arbitral tribunal by the General Secretariat of the Center and to facilitate reference to it by the parties to the dispute when needed.

Appealing an electronic arbitration judgment

The arbitral judgment is considered a judicial act, which entails that it may not be touched except through one of the methods of appeal stipulated by law (26). The effect of the contractual nature of the agreement, the source of the arbitrators’ authority, has led to opening the way for the invalidity case against the arbitral judgment, as the arbitral judgment can only be invalidated through one means, which is the claim for the invalidity of the arbitral judgment, which is a substantive and declarative suit filed by everyone concerned, whether he is a party to the dispute of the arbitral judgment.

There is no room but to apply the rules and provisions of the claim of nullity in the traditional arbitration to the electronic arbitration, as stipulated in Article No (53) of Federal Law No (6) of 2018 regarding arbitration by saying: The court or during the consideration of the application for approval of the judgment, and the applicant for nullity must prove any of the following reasons:

A- The absence of an arbitration agreement or the agreement was void or its term was forfeited in accordance with the law that the parties subjected to it or in accordance with this law, in the absence of a reference to a specific law (27).

b- That one of the parties at the time of concluding the arbitration agreement was incapacitated or incompetent in accordance with the law governing his capacity.

c- The person does not have the capacity to dispose of the disputed right in accordance with the law governing his capacity.

d- If one of the arbitration parties is unable to present his defense because he has not been properly notified of the appointment of an arbitrator or the arbitration procedures, or as a result of the arbitral tribunal’s breach of the foundations of litigation or any other reason beyond his control, and if the arbitration judgment excludes the application of the law that the parties agreed to apply to the subject matter of the dispute if the arbitral tribunal was formed or one of the arbitrators was appointed in a manner contrary to the provisions of this law or the agreement of the parties (28).

e - If the arbitration procedures were null and void that affected the judgment, or if the arbitration judgment was issued after the expiry of the period prescribed for it.

f- If the arbitral judgment has decided on issues not covered by the arbitration agreement or has exceeded the limits of this agreement, however, if it is possible to separate the parts of the ruling related to the issues subject to arbitration from the parts related to the issues subject to it, the invalidity shall only apply to the last parts alone (29).

It is clear from the text of this article that the only means through which an appeal and objection to the electronic arbitration judgment can be made is a lawsuit for nullity. The invalidity lawsuit aims to remedy the errors in the electronic arbitration ruling in law or reality, and it is noted that it is not possible to challenge the electronic arbitration ruling by the methods prescribed for appealing the judicial rulings, because the electronic arbitration ruling differs in its characteristics from the ruling issued by the judicial authorities. The aim of the invalidity lawsuit is to request the annulment of the electronic arbitration judgment for the availability of one of the reasons stipulated by the law and not to reconsider the judgment after its issuance (30).

The principle is that the action for nullity is submitted only by a person, who has an interest, and he is usually the person against whom the judgment was issued, whether some of his requests were decided for him or all his requests were rejected. However, the UAE legislator permitted the court to rule on the invalidity of the arbitral judgment on its own in two cases. The first case is that the subject of the dispute is one of the issues that cannot be decided by arbitration. As for the second case, it is the arbitration ruling's violation of public order and public morals in the country (31) and the most important reasons according to which it is permissible to file an action for nullity are as follows:

First: The reasons related to the arbitration agreement:

The arbitration agreement has a major role in the invalidity of the judgment issued by the electronic arbitration panel, as the arbitration agreement must meet the objective conditions necessary for the existence of the arbitration agreement in order for the electronic arbitration judgment to be valid. The most important objective conditions that must be met are the reason, the place and the satisfaction, and the formal conditions must be met in the arbitration agreement, which is the necessity of writing the arbitration agreement and the validity of signing it. In the event that one of these conditions fails to comply with the arbitration agreement, the arbitration agreement shall be void. Therefore, the electronic arbitration ruling issued in the dispute is also null and may be challenged by filing an action for nullity (32).

In addition to the foregoing, the electronic arbitration judgment shall be void if one of the parties to the arbitration agreement is incompetent or deficient at the time of the conclusion of the arbitration agreement. The eligibility is a necessary condition that must be met by those who submit the electronic arbitration request. Therefore, in the event that the arbitration agreement is not written or is mentioned in a non-arbitrable matter, the arbitration judgment shall be void and contrary to the provisions of the law.

Second: Reasons related to the jurisdiction of the electronic arbitration panel:

The formation of the arbitral tribunal means the number of arbitrators that makes up the arbitral tribunal. The arbitral tribunal may be formed from one arbitrator, or a number of arbitrators, according to considerations assessed by the parties to the arbitration agreement, and

The parties enjoy complete freedom in this choice on the basis that this freedom is one of the advantages of arbitration (33).

The members of the arbitral tribunal are selected by the parties to the arbitration agreement, either directly by choosing their names, or indirectly, i.e. by defining the method of their appointment or referring them to a third party that undertakes the appointment.

The UAE legislator decided that the parties have the right to agree on the mechanism of forming the arbitral tribunal (34), and Article (9) of Law No (6) of 2018 regarding arbitration in the United Arab Emirates states that 1- The arbitral tribunal shall be formed by agreement of the parties from one or more arbitrators.. 2- If there are several arbitrators, it must be a number of arbitrators; otherwise the arbitration will be void. Whenever there is a breach of this agreement approved by the law, the stakeholder of the two parties may request the annulment of the arbitral judgment. It will also be a reason for rejecting the request for recognition or enforcement of the foreign arbitral judgment (35).

An appeal against the electronic arbitral judgment may be appealed if the electronic arbitration panel has been formed or one of the arbitrators has been appointed in a manner contrary to the law. Or if the arbitral tribunal decides on a matter not covered by the arbitration agreement, and the arbitrators' panel is formed by agreement of the two parties, otherwise the arbitration agreement will be void. Therefore, the arbitral judgment will be void, and it is not permissible for any of the arbitrators to be a minor, interdicted or deprived of his civil rights because he has been convicted of a felony or misdemeanor involving moral turpitude.

Third: Reasons related to the electronic arbitration procedures:

One of the reasons for the invalidity of the arbitral judgment is the occurrence of invalidity in the procedures that affected the judgment, but that does not mean that any invalidity in the procedures will necessarily affect the judgment. What matters is whether the procedure achieves its purpose or not, according to what is stipulated (36). The UAE legislator has set an officer for the invalidity of the arbitral judgment based on the invalidity or defect of the procedures for issuing arbitral judgments, in accordance with the provisions of Paragraph (g) of Article (53) of the UAE Arbitration Law 2018, which states that an objection to a judgment is not accepted except by virtue of a nullity lawsuit to the court or during Considering the approval of the judgment, and the applicant for nullity must prove any of the following reasons (g) If the arbitration procedures were null and void that affected the judgment or the arbitration judgment was issued after the expiry of the period prescribed for it. This rule is the extent to which the defect or invalidity associated with the procedure has affected. If the defect or invalidity of the procedure does not affect the ruling, the invalidity does not follow accordingly.

Fourth: Reasons related to the content of the arbitration judgment:

The judgment shall be void if the arbitration decision contradicts the content of the arbitration decision, i.e. does not conform to what is required by the law of the country in which it was issued, or the applicable procedures law, or the arbitrators exclude the law that the electronic arbitration parties have agreed to apply to the subject of the dispute, or the procedures followed To issue an electronic arbitration decision is void. All of these reasons ultimately lead to the right of the stakeholder to file an invalidity claim (37).

Fifth: The reasons related to the violation of the rules of public order:

In accordance with the second paragraph of Article (53) and the UAE Arbitration Law No (6) of 2018, the court automatically decides to invalidate the arbitral judgment if it contains something contrary to public order and morals, or its subject is among the issues in which arbitration is not permissible by order.

Effects of filing a claim for the nullity of the arbitral judgment

The text of Article No (56) of Law No (6) of 2018 Concerning Arbitration states that, "The filing of a nullity lawsuit does not result in a stay of implementation of the arbitral judgment. However, the court may order a stay of execution if the plaintiff so requests in the claim statement and the request was The court shall decide on the request for a stay of execution within (15) fifteen days from the date of the first specific session to consider it. And if the court decides to stay the execution, it may order the provision of a guarantee or financial guarantee. And it shall decide on the invalidity lawsuit (60) Sixty days from the date of this decision.

It was also stated in the UAE legislation that in the event that the claim for the invalidity of the arbitral judgment issued by the arbitral tribunal is accepted, the fate of the judgment will be either wholly or partially invalidated. This was confirmed by what was stated in the text of Article 54/3 of Federal Law No. 6 of 2018 regarding arbitration, as "...3- The ruling on the nullity of the arbitral judgment results in the demise of all or part of the ruling, depending on whether Invalidity in whole or in part, and if a judgment has been issued explaining the part whose invalidity has been judged, it shall be removed according to it".

Conclusion:

Electronic arbitration is of a special nature, as it is resorted to according to the will of the parties to the dispute in order to settle disputes that may arise between them in the future, in the fields of international trade. This is so that these disputes are excluded from being referred to the competent judiciary, in an attempt to save time and achieve speedy settlement of this type of dispute due to its special nature. As well as saving expenses so that this means of resolving the dispute does not require the presence of all parties in one place, as well as the absence of the need for the arbitration panel to meet in one place, but rather on the Internet.

Our research specializes in the arbitration ruling, beginning in terms of the electronic arbitration ruling, leading to the effects of the electronic arbitration ruling and its appeal, where the UAE legislator approved in Law No (1) of 2006 AD regarding electronic transactions and commerce the

recognition of the electronic pillar, and equated it with paper documents, In terms of evidence and authenticity.

Due to the resort of many parties and persons to electronic arbitration, because of its many advantages, we find that many legal systems have been interested in developing special legislation for electronic arbitration, in an attempt to keep pace with current developments. Electronic arbitration has become necessary and urgent in the fields of e-commerce.

Through this research, the researcher has reached many results and recommendations, which may contribute to enriching the electronic subject of the arbitration judgment and its effects. These findings and recommendations can be summarized as follows:

First, the results:

- 1- There are many difficulties facing electronic arbitration represented in the exchange of information and confidential private data for commercial activities over the Internet and the extent of maintaining their confidentiality, documentation and preservation.
- 2- The rules and principles of traditional arbitration have a great role and an important contribution to the emergence of this type of arbitration that depends on the electronic medium. Also, we cannot neglect the newly developed rules and principles that led to the emergence of this type of arbitration, as this type of arbitration formed its independence from the traditional arbitration. It should also be taught as a type independent of traditional arbitration and should be specified as one of the types of solutions that must be followed in our time.
- 3- The issuance of the electronic arbitration judgment results in that it acquires a binding authority in the face of the parties to the dispute, and acquires the authority of the *res judicata*.
- 4- There are many difficulties facing the implementation of the electronic arbitration judgment and its recognition in the country of implementation and objection to it.

Second: Recommendations:

- 1- The necessity of developing a special system for electronic arbitration judgment by the UAE legislator in terms of how to access it. As well as the form of the electronic judgment and the requirements that should be met in the electronic form and the equality between it and the traditional arbitration judgment.
- 2- The need to permanently monitor the work of the electronic arbitration centers by the public authorities in the country, to ensure that their work is performed to the fullest. All internal regulations issued by the Center that regulate everything related to electronic arbitration are monitored.
- 3- Expanding the treatment of the writing and electronic signature element in electronic arbitration, in order to facilitate the treatment of all problems that result from writing and electronic signature from a distance in arbitration.
- 4- Maintaining the confidentiality of arbitration during the period of deliberation by specifying a username for both parties and members of the arbitral tribunal and a password that supports the

Electronic arbitration ruling and its effects under the legal system of arbitration in the United Arab Emirates: An original study

confidentiality of the arbitration to inform the concerned parties of all the decisions issued by the arbitral tribunal

5- Upgrading and developing the international security system in preserving information and data for these transactions that take place through the electronic medium “the Internet”.

6- The use of all modern means and advanced technologies in order to preserve all electronic documents, which are carried out through the electronic medium.

First: References in Arabic:

1. Abu Al-Ela Al-Nimr, International Jurisdiction and the Execution of Foreign Judgments and Arbitration Judgments, First Edition, Dar Al-Nahda Al-Arabiya for Publishing and Distribution, 2016.
2. Ahmed Abu Al-Wafa, Optional and Compulsory Arbitration, First Edition, Mansha'at Al-Maaref, Alexandria, 1998.
3. Ahmed Sayed El-Sawy, Arbitration According to Egyptian Law No. 27 of 1994, and International Arbitration Regulations, second edition, without publisher, 2004.
4. Khababa's Omnia, Electronic Arbitration in E-Commerce, First Edition, House of Thought and Law, Mansoura, 2010.
5. Enas Al-Khalidi, Electronic Arbitration, Dar Al-Nahda Al-Arabiya, Cairo, first edition, 2009.
6. Bilal Abdel Muttalib Badawi, Electronic Arbitration as a Means of Resolving Electronic Trade Disputes, Dar Al-Nahda Al-Arabiya, Cairo, 2006.
7. Baligh Mahmoud, The Case for the Annulment of International Arbitration Provisions, “A comparative study, New University House, Egypt, first edition, 2007.
8. Sayed Mahmoud, The Concept of Arbitration, According to the Egyptian Arbitration Law, and Kuwaiti Pleadings, House of Legal Books for Publishing and Distribution, Egypt, first edition, 2007.
9. Abdel-Sabour Ali Masri, Legal Regulation of Electronic Arbitration, Library of Law and Economics, Riyadh, 2013.
10. Adel Abu Hashima Mahmoud Houta, Electronic Information Services Contracts in Private International Law, Arab Renaissance House, 2005.
11. Ismat Abdullah Al-Sheikh, Arbitration in Administrative Contracts of International Character, Arab Renaissance House, 2000.
12. Essam Abdel Fattah Matar, Electronic Commerce in Arab and Foreign Legislation, New University House, Alexandria, 2009.
13. Issam El-Din Al-Qasabi, International Enforcement of Arbitration Provisions, Analytical Study of the Rules of Conventional International Law and Comparative Law, Dar Al-Nahda Al-Arabiya, 1993.

14. Jaafar Deeb Al-Maani, *Electronic Arbitration and the Role of the National Judiciary in Activating it*, First Edition, House of Culture for Publishing and Distribution, 2014.
15. Sami Fawzi, *International Commercial Arbitration*, first edition, House of Culture, Amman, 2006.
16. Fathi Wali, *Arbitration Law in Theory and Practice*, Mansha'at al-Maaref, Alexandria, first edition, 2007.
- 17- Muhammad Ibrahim Abu Al-Haija, *Arbitration via the Internet*, House of Culture for Publishing and Distribution, Amman, Jordan, 2002
18. Muhammad Abdel-Naim, *Judicial Control Limits on Internal Arbitration in Administrative Contract Disputes, A Comparative Study*, Dar Al-Nahda Al-Arabiya, Cairo, 2002.
19. Mahmoud Al-Tahwi, *Arbitration in Civil and Commercial Matters and Its Permission in Administrative Contracts*, New University Publishing House, Cairo, 1999.
- 20- Mahmoud Al-Tahwi, *Arbitration in Commercial and Civil Matters*, first edition, Mansha'at Al-Maaref, Alexandria, 2008.
- 21- Muhammad Al-Zoubi, *The Claim for the Invalidation of the Arbitration Ruling in International Commercial Disputes*, First Edition, House of Culture for Publishing and Distribution, Jordan 2011.
- 22- Munir Abdel Meguid, *The General Foundations of International and Internal Arbitration*, First Edition, Mansha'at Al Maaref, Alexandria, 2000.
23. Mahmoud Mohamed Hashem, *The General Theory of Arbitration in Commercial and Civil Matters*, Dar Al-Fikr Al-Arabi, Cairo, 1998.
24. Mustafa El-Gammal and Okasha Abdel-Aal, *Arbitration in International and Internal Private Relations*, Alexandria, 1998.
25. Mustafa Al-Metwally Qandil and Muhammad Al-Sawy Ibrahim, *Arbitration in UAE Law*, Bright Horizons for Publishing and Distribution, Amman, Jordan, first edition, 2015.
- 26- Nabil Zaid Interview, *The Legal System of Electronic Information Services Contracts in Private International Law*, House of Culture for Publishing and Distribution, Amman, first edition, 2009.
- 27- Nabil Omar, *Arbitration in National and International Commercial Materials*, New University Publishing House, Alexandria, first edition, 2004 AD.

Second: Journals and Research:

1. George Hazboun and Radwan Obeidat, *Arbitration Decisions Compulsory and Its Executive Power in Local and International Arbitration*, Sharia and Law Journal, Faculty of Law, University of Jordan, Jordan, No. 26, April 2006.
2. Muhammad Abu Al-Enein, *Formation and Organization of the Arbitration Committee*, Research Presented to the Yemeni Center for Conciliation and Arbitration, International Commercial Arbitration Mechanisms and Procedures Course, Sana'a.Yemen, 10-12/4/2000.

Electronic arbitration ruling and its effects under the legal system of arbitration in the United Arab Emirates: An original study

Footnotes:

1. Abu Al-Ela Al-Nimr, International Jurisdiction and the Execution of Foreign Judgments and Arbitration Judgments, first edition, Dar Al-Nahda Al-Arabiya for Publishing and Distribution, 2016, p. 301.
2. Enas Al-Khalidi, Electronic Arbitration, Dar Al-Nahda Al-Arabiya, Cairo, first edition, 2009, p. 30.
3. Adel Abu Hashima Mahmoud Houta, Electronic Information Services Contracts in Private International Law, Arab Renaissance House 2005, p. 293, Bilal Abdel Muttalib Badawi, Electronic Arbitration as a Means of Settling Electronic Trade Disputes, Arab Renaissance House, Cairo, 2006, p. 13.
4. Ismat Abdullah Al-Sheikh, Arbitration in Administrative Contracts of International Character, Arab Renaissance House, 2000, p. 21.
5. George Hazboun and Radwan Obeidat, Arbitration Decisions Compulsory and Its Executive Power in Local and International Arbitration, Sharia and Law Journal, Faculty of Law, University of Jordan, Jordan, Issue Twenty-six, April 2006, pg. 478.
6. Mustafa El-Gamal, Okasha Abdel-Aal, Arbitration in International and Internal Private Relations, Alexandria, 1998, pp. 38-39.
7. Muhammad Abdel Naim, Judicial Control Limits on Internal Arbitration in Administrative Contract Disputes, Comparative Study, Dar Al-Nahda Al-Arabiya, Cairo, 2002, pp. 50-51.
8. Mahmoud Al-Tahwi, Arbitration in Civil and Commercial Matters and Its Permission in Administrative Contracts, New University Publishing House, Cairo, 1999, p. 24.
9. Sayed Mahmoud, The Concept of Arbitration, According to the Egyptian Arbitration Law, and the Kuwaiti Pleadings, First Edition, House of Legal Books for Publishing and Distribution, Egypt, 2007, p. 34.
10. Baligh Mahmoud, The Case for the Invalidation of International Arbitration Provisions, Comparative Study, New University House, Egypt, 2007 first edition, p. 44.
11. Abdel-Sabour Ali Masri, Legal Regulation of Electronic Arbitration, Library of Law and Economics, Riyadh, 2013, p. 33.
12. Abdel-Sabour Ali Masri, previous reference, p. 41.
13. Fathi Wali, Arbitration Law in Theory and Practice, Mansha'at al-Maaref, Alexandria, first edition, 2007., p. 103
14. Issam Abdel Fattah Matar, Electronic Commerce in Arab and Foreign Legislations, New University House, Alexandria, 2009, p. 71
15. Mustafa Al-Metwally Qandil and Muhammad Al-Sawy Ibrahim, Arbitration in UAE Law, Bright Horizons for Publishing and Distribution, Amman, Jordan, first edition, 2015, p. 128
16. Ahmed Abu Al-Wafa, Optional and Compulsory Arbitration, first edition, Mansha'at Al-Maaref, Alexandria, 1998, p. 19
17. Muhammad Al-Zoubi, The Claim for the Invalidity of the Arbitration Ruling in International Commercial Disputes, First Edition, House of Culture for Publishing and Distribution, Jordan 2011, p. 33.
18. Nabil Omar, Arbitration in National and International Commercial Materials, first edition, New University Publishing House, Alexandria, 2004, p. 171.
19. Article 63/b of the WIPO Arbitration and Mediation Center Regulations.
20. Article 71 CE A WIPO Arbitration and Mediation Center.
21. Article 45 included that "the authority's final judgment shall be in writing.
22. Muhammad Ibrahim Abu Al-Hayja, Arbitration via the Internet, House of Culture for Publishing and Distribution, Amman, Jordan, 2002, p. 96.
23. Article No. (44) of UAE Federal Law No. 6 of 2018 regarding arbitration.
24. Article No. (49/1) of UAE Federal Law No. 6 of 2018 regarding arbitration.
25. Mahmoud Al-Tahwi, Arbitration in Commercial and Civil Matters, first edition, Manshaat Al-Maaref, Alexandria, 2008, p. 252.

26. Article No. 52 of Federal Law No. 6 of 2018 regarding arbitration.
27. Essam El-Din Al-Qasabi, International Enforcement of Arbitration Provisions, Analytical Study of the Rules of International Conventional and Comparative Law, Dar Al-Nahda Al-Arabiya, 1993, p. 5.
28. Article No. 53 of Federal Law No. 6 of 2018 regarding arbitration.
29. Khababa's Omnia, Electronic Arbitration in E-Commerce, First Edition, Dar Al-Fikr and Law, Mansoura, 2010., p. 171.
30. Article No. 53 of Federal Law No. 6 of 2018 regarding arbitration.
31. Nabil Zaid Interview, The Legal System of Electronic Information Services Contracts in Private International Law, House of Culture for Publishing and Distribution, Amman, first edition, 2009, p. 100.
32. Jaafar Deeb Al-Maani, Electronic Arbitration and the Role of the National Judiciary in Activating it, House of Culture for Publishing and Distribution, first edition, 2014, p. 243.
33. Muhammad Abu Al-Enein, Formation and Organization of the Arbitration Committee, Research Presented to the Yemeni Center for Conciliation and Arbitration, International Commercial Arbitration Mechanisms and Procedures Course, Sana'a.Yemen, 10-12/4/2000.
34. Ahmed Sayed Sawy, Arbitration according to Egyptian Law No. 27 of 1994, and International Arbitration Regulations, second edition, without publisher, 2004, p. 74.
35. Mahmoud Muhammad Hashem, The General Theory of Arbitration in Commercial and Civil Matters, Arab Thought House, Cairo, 1998, p. 73.
36. Munir Abdel Meguid, The General Foundations of International and Internal Arbitration, first edition, Mansha'at al-Maaref, Alexandria, 2000, p. 474.
37. Sami Fawzi, International Commercial Arbitration, House of Culture, Amman, first edition, p. 414.