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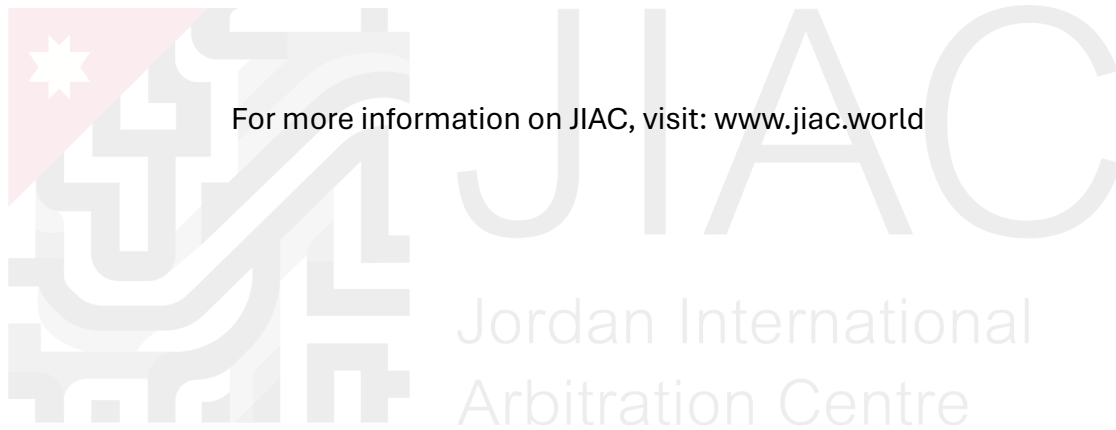
Jordan International
Arbitration Centre

LAW NO. 31 OF 2001
JORDAN ARBITRATION LAW

PRELIMINARY NOTE

This document provides an unofficial translation of Jordan Arbitration Law No. 31 of 2001. While efforts have been made to ensure accuracy, this translation may not be officially endorsed or certified. For legal purposes, please refer to the original Arabic text as the authoritative version.

This unofficial translation has been prepared and published by the Jordan International Arbitration Centre, a brand of Wasel & Wasel DC LLC, dedicated to advancing arbitration excellence.



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Article 1 (Effective date 15-08-2001):

This law shall be called (Arbitration Law for the year 2001) and shall be effective thirty days after its publication in the Official Gazette.

Article 2 (Effective date 02-06-2018):

- a. The following terms, wherever mentioned in this law shall have the meanings assigned to them below unless the context indicates otherwise:

Arbitration Panel: The body formed from one or more arbitrators to decide on the dispute referred to arbitration according to the provisions of this law.

Competent Court: The Court of Appeals within whose jurisdiction the arbitration is conducted unless the parties agree on the jurisdiction of another Court of Appeals in the Kingdom¹.

Seat of Arbitration: The country agreed upon by the parties to the arbitration as the seat of arbitration or the country whose arbitration law is agreed upon by the parties to apply to the arbitration procedures or the country chosen by the arbitration panel as its seat in the absence of an agreement.

Competent Judge: The head of the competent court or any of its judges authorized in writing.

- b. The term (**parties to the arbitration**), wherever mentioned in this law, refers to the parties to the arbitration or the parties involved in the arbitration, as the case may be.

Article 3 (Effective date 02-06-2018):

- a. Subject to the provisions of international agreements in force in the Kingdom, the provisions of this law apply to every consensual arbitration, whose seat is in the Kingdom, and to every arbitration agreed to be subject to this law, whether it relates to a civil or commercial dispute between parties of public law or private law and regardless of the nature of the legal relationship around which the dispute revolves, contractual or non-contractual.
- b. In interpreting the provisions of this law, the rules and principles of international arbitration law are to be considered, and in all cases, international commercial customs are to be respected.

¹ The term “Kingdom”, as used in this law, refers to the Hashemite Kingdom of Jordan.

Article 4 (Effective date 15-08-2001):

This law applies to every arbitration existing at the time of its effectiveness or starting after its effectiveness, even if based on an arbitration agreement in force prior to its effectiveness, provided that the procedures completed under the provisions of any previous law remain valid.

Article 5 (Effective date 02-06-2018):

- a.
1. In cases where this law allows the parties to the arbitration to choose the procedure to be followed in a specific manner, this includes their right to authorize the arbitration panel or a third party or delegate either to choose or take such procedure, such authorization or delegation shall be considered as an agreement.
 2. For the purposes of applying the provisions of paragraph (1) of this clause, a third party shall be any person, entity, or authority chosen by the parties to perform specific functions related to assisting in completing the formation of the Arbitration Panel and conducting the arbitration procedures, including any institution or arbitration center within the Kingdom or abroad.
- b. In case the third party fails to undertake its duties or delays to a degree that may obstruct the arbitration process, or if it becomes impossible to perform these duties, any of the parties may resort to the Competent Judge to undertake this procedure after hearing the other party's statements.
- c. The provisions of this article do not affect the right of the Arbitration Panel, in the absence of an agreement, authorization, or delegation to a third party, to choose or take any action it deems necessary for the proper conduct of the arbitration procedures, and the Arbitration Panel retains, in all cases, the authority to manage and direct these procedures.

Article 6 (Effective date 02-06-2018):

- a. Unless there is a special agreement between the parties to the arbitration, any notification shall be delivered to the person to be notified personally, or at their place or work, or usual residence, or to the postal address known to both parties, or according to the method of written or electronic correspondences previously used between the parties to the arbitration.
- b. If it is not possible to know any of the addresses referred to in paragraph (a) of this article, the notification is considered effective if delivered, by registered or express mail, to the last known place of work, usual residence, or postal address of the person to be notified.

- c. The provisions of paragraphs (a) and (b) of this article do not apply to judicial notifications before the courts.
- d. The date of sending any correspondence is considered the date of the day it was sent, if sent before midnight in the country from which it was sent.

Article 7 (Effective date 15-08-2001):

If one of the parties to the arbitration continues with the arbitration proceedings knowing that there has been a violation of a condition in the arbitration agreement or a provision of this law that may be agreed upon to be violated, and does not object to this violation within the agreed time, or within a reasonable time in the absence of an agreement, this shall be considered as a waiver of the party's right to object.

Article 8 (Effective date 15-08-2001):

No court may intervene in matters governed by this law except in the cases specified therein, without prejudice to the right of the Arbitration Panel to request assistance from the Competent Court for arbitration proceedings, as deemed appropriate by the Arbitration Panel, for the proper conduct of the arbitration, such as summoning a witness or expert, ordering the production or inspection of a document or copy thereof, or otherwise.

Article 9 (Effective date 02-06-2018):

- a. The arbitration agreement is an agreement by the parties, whether legal or natural persons with legal capacity to contract, to refer all or some of the disputes that have arisen or may arise between them regarding a specific legal relationship, contractual or non-contractual, to arbitration.
- b. Arbitration is not permitted in matters where conciliation is not allowed.

Article 10 (Effective date 02-06-2018):

- a. The arbitration agreement must be in writing, otherwise, it is void. An arbitration agreement is considered to be in writing if it is contained in a document signed by the parties, or in the form of letters, electronic communications, or other forms of written communication that are confirmed received and which serve as a record of the agreement.
- b. A reference or referral in the original contract between the parties to another document contained an arbitration clause is considered as an agreement in writing unless the parties expressly exclude it.

- c. If arbitration is agreed upon while a dispute is being considered by a court, the court must decide to refer the dispute to arbitration, and this decision is considered as a written arbitration agreement.
- d. Notwithstanding any other legislation and without prejudice to legal situations prior to the enactment of this amended law, any prior arbitration agreement is void in the following cases.
 - 1. Consumer contracts prepared on pre-printed forms.
 - 2. Employment contracts.

Article 11 (Effective date 15-08-2001):

An arbitration agreement may precede the dispute, whether it is independent or contained in a specific contract regarding all or some of the disputes that may arise between the parties. It is also permissible for the arbitration agreement to be made after the dispute has arisen, even if legal action has already been initiated, provided that the subject of the dispute referred to arbitration is precisely defined, otherwise, the agreement is void.

Article 12 (Effective date 15-08-2001):

- a. The court to which a dispute is presented involving an arbitration agreement must dismiss the case if the defendant raises this objection before entering into the merits of the case.
- b. The initiation of legal proceedings referred to in paragraph (a) of this article does not prevent the commencement, continuation of arbitration proceedings, or the issuance of an arbitration award unless the parties agree otherwise.

Article 13 (Effective date 15-08-2001):

The arbitration agreement does not prevent any party from requesting from the judge of urgent matters, before the commencement of arbitration proceedings or during their progress, to take any temporary or precautionary measure in accordance with the provisions stipulated in the Civil Procedures Law, and these measures may be reversed in the same manner.

Article 14 (Effective date 15-08-2001):

- a. The Arbitration Panel is formed by agreement of the parties, from one or more arbitrators; if the parties do not agree on the number of arbitrators, the number shall be three.
- b. If there are multiple arbitrators, their number must be odd, otherwise, the arbitration is void.

Article 15 (Effective date 02-06-2018):

- a. An arbitrator must not be a minor, legally incapacitated, or deprived of civil rights due to being convicted of a felony or misdemeanor that breaches honor, or due to bankruptcy, even if their reputation is restored.
- b. It is not required for an arbitrator to be of a specific gender or nationality, unless the parties to the arbitration or the law stipulates otherwise.
- c. An arbitrator's acceptance to perform their duties must be in writing, and they must disclose any circumstances that might raise doubts about their impartiality and independence upon acceptance and this obligation continues if such circumstances arise during the arbitration proceedings.

Article 16 (Effective date 02-06-2018):

- a. The parties to the arbitration may agree on the selection of arbitrators and the method of their selection and date; if they do not agree, the following procedures shall be followed:
 - 1. If the Arbitration Panel consists of a single arbitrator, the Competent Judge shall appoint them at the request of one of the parties.
 - 2. If the Arbitration Panel is composed of three arbitrators, each party appoints one arbitrator, and the appointed arbitrators agree on the third arbitrator. If one of the parties does not appoint an arbitrator within fifteen days of receiving a request from the other party, or if the appointed arbitrators do not agree on the third arbitrator within fifteen days of the appointment of the last of them, the Competent Judge shall appoint the third arbitrator at the request of any of the parties. The third arbitrator, whether appointed by the two appointed arbitrators or by the Competent Judge, shall preside the Arbitration Panel.
- b. If there are three or more parties to the arbitration, they may agree on the number of arbitrators, the method of their appointment, and the method of determining the

president of the Arbitration Panel among them; if they do not agree, the following procedures shall be followed:

1. If they agree on the number of arbitrators and the method of their appointment, without agreeing on the method of determining the president of the Arbitration Panel from among them, the president shall be determined by the consensus of the members of the Arbitration Panel; if it is not possible to determine the president in this case, the Competent Judge shall appoint them at the request of the parties to the arbitration.
 2. If they agree on the number of arbitrators, without agreeing on their method of appointment, the Competent Judge shall appoint them in the agreed number and determine the president from among them.
 3. If the parties to the arbitration do not agree on the number of arbitration and their method of appointment, the number of arbitrators shall be three, appointed by the Competent Judge, who shall also decide the president from among them.
- c. If one of the parties violates the procedures that they have agreed upon for selecting the arbitrators, or if they did not agree on how to carry out those procedures, or if the appointed arbitrators do not agree on a matter that must be agreed upon, or if the third party fails to perform what was entrusted to it in this regard, the Competent Judge, at the request of any of the parties, shall carry out the required procedure or task, after hearing the other party's statements.
- d. The Competent Judge shall consider the conditions required by this law, and those agreed upon by the parties in choosing the arbitrator and shall issue his decision to choose the arbitrator promptly after hearing the statements of the other party.

Article 17 (Effective date 02-06-2018):

- a. An arbitrator can only be challenged if there are serious circumstances that raise doubts about their impartiality and independence.
- b. Neither party to the arbitration may challenge an arbitrator whom they have appointed or in whose appointment they have participated, except for reasons that become apparent after the appointment.

Article 18 (Effective date 02-06-2018):

- a. A challenge request must be submitted in writing to the Arbitration Panel, stating the reasons for the challenge, along with evidence, within fifteen days from the date the

challenging party became aware of the constitution of the Arbitration Panel or of the circumstances justifying the challenge.

- b. The Competent Court must examine the challenge request meticulously unless it decides otherwise and must issue a decision within thirty days from the date of its receipt at the court clerk's office. The court's decision is final and shall not be subject to appeal.
- c. A challenge request will not be accepted from someone who has already submitted a request to challenge the same arbitrator in the same arbitration for the same reason.
- d. Submitting a challenge request does not suspend the arbitration proceedings. If the challenge is successful, any arbitration proceedings, including the final arbitration award in which the challenged arbitrator participated, are considered null and void, however, the new Arbitration Panel may adopt any of the previous proceedings, provided that the appointment of the president of the Arbitration Panel, who participated in the selection of the challenge of the challenged arbitrator, remains valid.

Article 19 (Effective date 02-06-2018):

Subject to paragraphs (a) and (b) of Article 5, if an arbitrator is unable to perform their duties, does not commence them, or ceases to perform them, leading to an unjustified delay in the arbitration proceedings and the arbitrator does not voluntarily withdraw and the parties cannot agree on their removal, the Competent Court may, upon request from either party, order the termination of the arbitrator's duties. The court's decision is final and shall not be subject to appeal.

Article 20 (Effective date 15-08-2001):

If an arbitrator's mandate ends due to a decision to challenge or remove them, their resignation, death, incapacity, or any other reason, a substitute must be appointed according to the procedures followed for the selection of the original arbitrator.

Article 21 (Effective date 15-08-2001):

- a. The Arbitration Panel shall decide on objections related to its jurisdiction, including those based on the non-existence, expiration, invalidity, or non-applicability of the arbitration agreement to the subject matter of the dispute.
- b. Such objections must be raised no later than the deadline for submitting the response to the statement of defense, in accordance with the provisions of paragraph (b) of Article 29 of this law. The act of appointing an arbitrator or participating in their

appointment does not waive the right to raise any of these objections. Any objection that the arbitration agreement does not cover the issues raised by the other party during the dispute must be raised immediately, or the right to do so shall be waived. The Arbitration Panel may, however, accept the objection at a later stage if it finds the delay was due to a legitimate excuse or acceptable reason.

- c. The Arbitration Panel may decide on the objections referred to in paragraph (a) of this article before deciding on the merits of the case or combine them with the merits for a joint decision. If the objection is rejected, it can only be raised by filing a lawsuit to annul the arbitration award, in accordance with the provisions for annulment of the arbitration award contained in this law.

Article 22 (Effective date 15-08-2001):

The arbitration clause is considered an agreement independent of the other terms of the contract. The invalidity, termination, or rescission of the contract does not affect the arbitration clause if it is valid in itself.

Article 23 (Effective date 02-06-2018):

- a. Subject to the provisions of Article 13 of this law, the parties to the arbitration may agree that the Arbitration Panel, whether on its own initiative or upon the request of either party, may order temporary or precautionary measures deemed necessary given the nature of the dispute and may require the provision of sufficient security to cover the expenses of these measures.
- b. If the party ordered to comply fails to do so, the Arbitration Panel may, upon the request of the other party, authorize that party to take the necessary actions to enforce the order, including the right to request the Competent Judge to issue an enforcement order.

Article 24 (Effective date 02-06-2018):

- a. The parties to the arbitration may agree on the procedures to be followed by the Arbitration Panel and the arrangement of roles for the parties in presenting statements, evidence, and pleadings, and the means of presenting such evidence. The parties may also refer to the rules followed for this purpose by any arbitration center inside or outside the Kingdom.
- b. The Arbitration Panel must issue a procedural order specifying the arbitration procedures to be following, including the arbitration schedule and the matters

mentioned in the preceding paragraph, taking into account any agreement between the parties on this matter.

Article 25 (Effective date 02-06-2018):

- a. The Arbitration Panel must adhere to the principles of impartiality and equality between the parties to the arbitration and ensure that each of them has a full and equal opportunity to present their case and defense. The Arbitration Panel must also avoid any unjustified delay or unnecessary expenses to achieve a fair and expeditious resolution of the dispute.
- b. A Jordanian lawyer representing one of the parties in the arbitration may enlist the assistance of a non-Jordanian lawyer or any person with the relevant expertise and specialization, if the contract subject to the arbitration dispute is governed by foreign law.

Article 26 (Effective date 02-06-2018):

- a. Arbitration proceedings commence on the day the Arbitration Panel is fully constituted, unless the parties agree otherwise.
- b. For the purposes of filing the substantive claim required within the legally specified period after the issuance of a provisional seizure order or urgent decision, it suffices for the arbitration claimant to send a judicial notification to the other party informing them of the appointment of the arbitrator named by them, accompanied by evidence of the arbitrator's acceptance of their mandate. In all cases, this notification shall stop the statute of limitations.

Article 27 (Effective date 02-06-2018):

- a. The parties to the arbitration may agree on the place of arbitration, whether inside or outside the Kingdom. If there is no agreement, the Arbitration Panel shall determine the place of arbitration, taking into account the circumstances of the case and the convenience of the place for its parties. This does not prevent the Arbitration Panel from meeting at any place it deems appropriate to conduct any arbitration procedures, such as hearings for the parties, witnesses, or experts, examining documents, inspecting goods or property, deliberating among its members, and so forth.
- b. The Arbitration Panel may use modern means of communication to conduct any of the arbitration procedures.

Article 28 (Effective date 02-06-2018):

- a. Arbitration proceedings shall be conducted in the Arabic language.
- b. Notwithstanding paragraph (a) of this article, the parties to the arbitration may agree on another language, and the Arbitration Panel may also decide on another language. This agreement or decision shall apply to evidence, written submissions, oral pleadings, and all decisions made by the Arbitration Panel or correspondence sent or award issued, unless the parties or the Arbitration Panel's decision stipulates otherwise.
- c. The Arbitration Panel may decide that all or some of the documents submitted in the case be accompanied by a translation into the language or languages used in the arbitration. In the case of multiple languages, the translation may be limited to some of them.

Article 29 (Effective date 02-06-2018):

- a. The claimant must send a written statement of claim, including their name and address, the name and address of the respondent, a description of facts of the case, an identification of the issues in dispute, their claims, and any other matter that the parties have agreed to include in this statement, to the respondent and each of the arbitrators within the agreed timeframe or as determined by the Arbitration Panel.
- b. The respondent must send a written response to the statement of claim, addressing the claims made, and may include any counterclaims or defenses related to the subject matter of the dispute or assert a right arising from it for the purpose of offset, even at a later stage of the proceedings, if the Arbitration Panel deems the circumstances justify such.
- c. Each party may attach copies of the documents they rely on to their statement of claim or response, as appropriate, and indicate all of some of the documents and evidence they will present. This does not preclude the Arbitration Panel, at any stage of the proceedings, from requesting the original documents or any evidence deemed necessary to resolve the dispute.

Article 30 (Effective date 15-08-2001):

A copy of any submissions, documents, or other papers presented by one party before the Arbitration Panel must be sent to the other party, as well as a copy of any expert reports, documents, and other evidence submitted before the Arbitration Panel.

Article 31 (Effective date 02-06-2018):

Either party to the arbitration may amend or supplement their claims or defenses, or submit additional evidence during the arbitration proceedings, unless the Arbitration Panel decides to reject such amendments or supplements to prevent undue delay or impediment to the resolution of the dispute.

Article 32 (Effective date 02-06-2018):

- a. The Arbitration Panel shall hold hearings to enable each party to explain the subject matter of the case and present their arguments and evidence. The Arbitration Panel may rely solely on written submissions and documents if the parties agree to this.
- b. The parties to the arbitration must be notified of the dates of the hearings and meetings set by the Arbitration Panel in advance, with sufficient notice as determined by the Arbitration Panel.
- c. The proceedings of each hearing held by the Arbitration Panel shall be recorded in any form decided on by the Arbitration Panel, with a written transcript provided to each party.
- d. Each party to the arbitration may include a written statement from any of their witnesses in their list of evidence, provided it is accompanied by an oath taken before a notary public.
- e. If one party submits a sworn written statement from a witness and the other party requests to cross-examine the witness, the written statement shall be excluded if the witness does not appear before the Arbitration Panel to enable cross-examination by the other party.
- f. Either party to the arbitration may submit an expert report among their list of evidence, prepared by an expert they have chosen, provided that the expert's appointment letter, task, and fees paid are disclosed, and the expert is heard before the Arbitration Panel in the same manner as witnesses, if the Arbitration Panel or the other party requests it.
- g. Witnesses and experts shall testify after taking an oath in the form determined by the Arbitration Panel.
- h. The Arbitration Panel may allow witness testimony using various technological means of communication, including video conferencing or closed circuit. In all cases, the Arbitration Panel may require the witness to appear before it for questioning.

- i. The Arbitration Panel, on its own initiative or at the request of one of the parties, may decide to conduct an inspection or expert evaluation in accordance with the provisions of Article 34 of this law.
- j. The Arbitration Panel has the authority to decide on all matters related to the experts, including terminating their assignment, challenging them, and accepting or rejecting their expertise in whole or in part.

Article 33 (Effective date 02-06-2018):

- a. If the claimant fails to submit their statement of claim without a valid excuse as per paragraph (a) of Article 29 of this law, the Arbitration Panel may decide to terminate the arbitration proceedings unless the respondent requests otherwise.
- b. If the respondent fails to submit their response as per paragraph (b) of Article 29 of this law, the Arbitration Panel shall continue with the arbitration proceedings without this being considered as an admission of the claimant's claims by the respondent.
- c. If a party fails to attend any of the hearings or to submit the documents requested from them, the Arbitration Panel may continue with the arbitration proceedings and issue a decision on the dispute based on the evidence available to it.

Article 34 (Effective date 02-06-2018):

- a. The expert appointed by the Arbitration Panel shall be one or more natural or legal persons, who shall conduct an expertise on any movable or immovable property or any matter that requires expertise.
- b. If the parties agree on choosing the expert(s), the Arbitration Panel shall approve their appointment; otherwise, the Arbitration Panel shall choose the expert(s) itself and must specify in its decision the expert's task, order the deposit of expenses, and identify the party responsible for payment.
- c. The Arbitration Panel may conduct the expert inspection itself or delegate one or more of its members to do so.
- d. After the expert report is submitted, a copy shall be provided to both parties. The Arbitration Panel may summon the expert for discussion on its own initiative, allow the parties to request his discussion, and decide the return the report to the expert for completion of any deficiencies or entrust the expertise to another expert or more, chosen according to the proper procedures.

Article 35 (Effective date 15-08-2001):

The proceedings before the Arbitration Panel are suspended according to the cases and conditions determined in the Civil Procedure Law, and the suspension of proceedings shall have the effects stipulated therein.

Article 36 (Effective date 15-08-2001):

- a. The Arbitration Panel shall apply the legal rules agreed upon by the parties to the dispute. If the parties agree on applying the law of a specific country, the substantive rules of that law shall be followed, excluding the rules of conflict of laws.
- b. If the parties do not agree on the legal rules applicable to the dispute, the Arbitration Panel shall apply the substantive rules of the law it deems most closely connected to the dispute.
- c. In all cases, the Arbitration Panel must consider the terms of the contract in dispute and take into account the customs prevailing in the type of transaction, the practices followed, and the dealings between the parties.
- d. The Arbitration Panel may, if expressly authorized by the parties to the arbitration, decide the dispute according to the principles of equity and fairness without being bound by the provisions of the law.

Article 37 (Effective date 02-06-2018):

- a. The Arbitration Panel must issue the final award resolving the entire dispute within the period agreed upon by the parties. If there is no agreement, the award must be issued within twelve months from the date of the completion of the Arbitration Panel's constitution. In all cases, the Arbitration Panel may decide to extend this period by one or more periods, provided that the total does not exceed twelve months unless the parties agree on a longer period.
- b. If the arbitration award is not issued within the period referred to in paragraph (a) of this article, either party to the arbitration may request the Competent Judge to order an additional period(s) or to terminate the arbitration proceedings after hearing the other party's statements. If the decision to terminate the proceedings is issued, either party may file a lawsuit in the court originally competent to hear the case.

Article 38 (Effective date 02-06-2018):

- a. If the Arbitration Panel consists of more than one arbitrator, any decision, including the final arbitration award, is made by consensus or majority unless the parties agree otherwise.
- b. Decisions on procedural matters may be issued by the presiding arbitrator if authorized by both parties or all members of the Arbitration Panel.
- c. If the majority required for issuing the final arbitration award as mentioned in paragraph (a) cannot be achieved, the award shall be issued by the president of the Arbitration Panel alone if the parties agree to this arrangement.

Article 39 (Effective date 15-08-2001):

If the parties agree on a settlement that resolves the dispute during the arbitration proceedings, they may request that the terms of the settlement be recorded by the Arbitration Panel, which shall then issue a decision including the terms of the settlement and terminating the proceedings. This decision shall have the same enforceability as an arbitration award.

Article 40 (Effective date 02-06-2018):

- a. The Arbitration Panel may issue provisional or interim award or awards on parts of the claims before issuing the final arbitration award.
- b. If one party admits a portion of the other party's claims, they may immediately obtain a final judgment on that part.

Article 41 (Effective date 02-06-2018):

- a. The arbitration award must be written and signed by the arbitrators. In case the Arbitration Panel consists of more than one arbitrator, the signature of the majority of the arbitrators suffices, provided the award documents the reasons for any non-signature by the minority.
- b. The arbitration award must be reasoned.
- c. The arbitration award must include the names and addresses of the parties, the names, addresses, nationalities, and titles of the arbitrators, a summary of the arbitration agreement, a summary of the facts of the dispute, the claims, statements, defenses, documents of the parties, the dispositive part of the award, and the date and place of issuance. If required, the reasons for the award must also be included.

The award must also specify the arbitrators' fees, arbitration expenses, and how they are to be allocated among the parties.

d.

1. If the parties to the arbitration and the arbitrators do not agree on the determination of the arbitrators' fees and their allocation, the fees shall be determined by a decision of the Arbitration Panel, and the parties shall be equally responsible for the payment of these fees, without prejudice to the Arbitration Panel's right to decide on the expenses and fees and their allocation in the final arbitration award.
2. If any party fails to pay their share of the expenses and fees, the other party shall be requested to pay on their behalf.
3. In all events, any decision by the Arbitration Panel regarding the arbitration fees can be appealed to the Competent Court within fifteen days from the date the parties are notified of it, and the court's decision in this regard is final.

Article 42 (Effective date 15-08-2001):

- a. The Arbitration Panel must deliver a copy of the arbitration award to each party within thirty days from the date of its issuance.
- b. The arbitration award or any part of it may not be published without the consent of both parties to the arbitration.

Article 43 (Effective date 15-08-2001):

If, during the arbitration proceedings, an issue arises that falls outside of the jurisdiction of the Arbitration Panel, or if a document submitted is challenged for forgery and criminal proceedings regarding its forgery or any other criminal act are initiated, the Arbitration Panel may continue to hear the subject matter of the dispute if it determines that resolving such issue, the forgery of the document, or the other criminal act is not necessary for resolving the subject matter of the dispute. Otherwise, it shall suspend the proceedings until a final judgment is issued on this matter, which also suspends the period set for issuing the arbitration award.

Article 44 (Effective date 02-06-2018):

- a. The arbitration proceedings end in any of the following cases:
 1. Issuance of the final award resolving the entire dispute.

2. Issuance of an order to terminate the arbitration proceedings in accordance with paragraph (a) of Article 33 or paragraph (b) of Article 37 of this law.
 3. If the parties agree to terminate the arbitration.
 4. If the claimant abandons the arbitration dispute unless the Arbitration Panel, upon request of the respondent, decides that there is a serious interest in continuing the proceedings until the dispute is resolved.
 5. If the Arbitration Panel sees, for any other reason, no merit in continuing the arbitration proceedings or if it becomes impossible.
 6. Lack of the required majority to issue the arbitration award according to the parties' agreement.
- b. Subject to the provisions of Articles 45, 46, and 47 of this law, the mandate of the Arbitration Panel ends with the termination of the arbitration proceedings.

Article 45 (Effective date 02-06-2018):

- a. Either party to the arbitration may request the arbitration tribunal, within thirty days of receiving the arbitration award, to interpret any ambiguity in its dispositive part. The party requesting the interpretation must notify the other party of this request before submitting it to the Arbitration Panel.
- b. The interpretation shall be issued in writing within thirty days from the date the request for the interpretation is submitted to the Arbitration Panel. The Arbitration Panel may extend this period by another fifteen days if it sees the necessity.
- c. The decision on the interpretation shall be considered an integral part of the arbitration award it interprets, and its provisions apply to it.
- d. The interpretative decision shall be annexed to any annulment lawsuit of the arbitration award if filed or considered before its issuance.
- e. In case it is proven impossible for the Arbitration Panel that issued the award to reconvene to consider the request for interpretation, the matter may be referred to the Competent Court for a decision, unless the parties agree otherwise.

Article 46 (Effective date 02-06-2018):

- a. The Arbitration Panel shall correct any pure material errors, whether typographical or arithmetic, in its award either on its own initiative or upon a request from one of the parties. The Arbitration Panel shall make the correction without a hearing within thirty days from the date of the award's issuance or the submission of the correction request, as applicable.
- b. The correction decision shall be issued in writing by the Arbitration Panel and notified to the parties within thirty days from its issuance. If the Arbitration Panel exceeds its authority in making the correction, the decision may be challenged for annulment in a lawsuit subject to the provisions of this law.
- c. The correction decision shall be annexed to any annulment lawsuit of the arbitration award if filed or considered before its issuance.
- d. In case it is proven impossible for the Arbitration Panel that issued the award to reconvene to consider the request for correction, the matter may be referred to the Competent Court for a decision, unless the parties agree otherwise.

Article 47 (Effective date 02-06-2018):

- a. Either party to the arbitration may request the Arbitration Panel, even after the arbitration deadline has passed, within thirty days of receiving the arbitration award, to issue an additional award on claims presented during the proceedings that were overlooked by the arbitration award. This request must be notified to the other party before its submission.
- b. The Arbitration Panel shall issue its additional award within sixty days from the date of the request's submission. The Arbitration Panel may extend this period by another thirty days if it sees the necessity.
- c. The additional award shall be considered an integral part of the arbitration award its supplements, and its provisions apply to it.
- d. The additional award shall be annexed to any annulment lawsuit of the award if filed or considered before its issuance.

Article 48 (Effective date 15-08-2001):

Arbitration awards issued in accordance with the provisions of this law are not subject to any form of appeal provided for in the Civil Procedure Law. However, a lawsuit for the annulment of the arbitration award may be filed in accordance with the provisions set out in Articles 49, 50, and 51 of this law.

Article 49 (Effective date 27-12-2018):

- a. A lawsuit for the annulment of the arbitration award may only be accepted in the following cases:
1. If there was no valid and written arbitration agreement, or if such an agreement was void or expired.
 2. If one of the parties to the arbitration was incapacitated or had limited capacity according to the law governing their capacity at the time the agreement was made.
 3. If any party to the arbitration was unable to present their case due to not being properly notified of the appointment of an arbitrator or the arbitration procedures, or for any other reason beyond their control.
 4. If the arbitration award excluded the application of the law agreed upon by the parties to govern the subject matter of the dispute.
 5. If the Arbitration Panel or the appointment of the arbitrators was constituted in a manner contrary to this law or the agreement between the parties.
 6. If the arbitration award decided on matters not covered by the arbitration agreement or exceeded the bounds of this agreement. However, if it is possible to separate the parts of the award related to matters under arbitration from those not covered, the annulment applies only to the latter parts.
 7. If the Arbitration Panel did not observe the conditions required in the award in a way that affected its content, or if the award was based on invalid arbitration procedures that affected it.
- b. The Cassation Court, reviewing the annulment lawsuit on its own initiative, shall annul the arbitration award if it contains anything contrary to the public order in the Kingdom or if it finds that the subject of the dispute is not arbitrable.

Article 50 (Effective date 02-06-2018):

- a. A lawsuit for the annulment of the arbitration award must be filed with the Cassation Court within thirty days following the notification of the arbitration award, and the other party must submit their response within thirty days after being notified of it.
- b. The Cassation Court shall examine the annulment lawsuit thoroughly unless it decides otherwise and shall respond to all reasons stated therein. The filing of the annulment lawsuit is not precluded by the claimant's waiver of their right to file it before the issuance of the arbitration award.

- c. The court may require the claimant to provide an Arabic translation of any arbitration documents.

Article 51 (Effective date 02-06-2018):

If the Cassation Court upholds the arbitration award, it must order its enforcement. If it annuls the award, it shall declare the award null and void, but the annulment of the award does not lead to the termination of the arbitration agreement unless the agreement itself is void.

Article 52 (Effective date 15-08-2001):

Arbitration awards issued in accordance with this law are final and enforceable, subject to the provisions stated in it.

Article 53 (Effective date 27-12-2018):

- a. A request for the enforcement of the arbitration award is not accepted if the period for filing a lawsuit for the annulment of the award has not expired.
- b. The enforcement request must be submitted to the Cassation Court along with the following:
 - 1. A copy of the arbitration agreement.
 - 2. The original award or a signed copy of it.
 - 3. A certified translation of the arbitration award in the Arabic language if it was not issued in Arabic.

Article 54 (Effective date 02-06-2018):

- a. The Cassation Court shall thoroughly review the enforcement request and order its execution unless it finds:
 - 1. That the award contains elements contrary to the public order in the Kingdom. If the award can be partially enforced without the parts violating the public order, the enforcement of the remaining part is permitted.
 - 2. That it was not properly notified to the party against whom it is enforced.
- b. The decision to refuse the order for enforcement does not invalidate the arbitration agreement unless the agreement itself is void.

Article 55 (Effective date 02-06-2018):

The provisions of this amended law do not apply to lawsuits pending before courts and arbitration cases pending before Arbitration Panels before the date of its enforcement.

Article 56 (Effective date 15-08-2001):

Arbitration Law No. (18) of 1953 is hereby repealed.

Article 57 (Effective date 15-08-2001):

The Prime Minister and ministers are charged with the implementation of the provisions of this law.

