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The Limits of the Independence of Saudi Arbitration from State Authorities A COMPARATIVE STUDY

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سعادة أ. د. رئيس تحرير مجلة البحوث الفقهية و القانونية المحترم
جامعة الأزهر، كلية الشريعة و القانون، دمنهور، مصر
تحية طيبة وبعد،،،

يسر معامل التأثير والاستشهادات المرجعية للمجلات العلمية العربية (Arcif - أرسيف)، أحد مبادرات قاعدة بيانات "معرفة" للإنتاج والمحتوى العلمي، إعلامكم بأنه قد أطلق التقرير السنوي التاسع للمجلات للعام 2024.

يخضع معامل التأثير "Arcif أرسيف" لإشراف "مجلس الإشراف والتنسيق" الذي يتكون من ممثلين لعدة جهات عربية ودولية: (مكتب اليونيسكو الإقليمي للتربية في الدول العربية ببيروت، لجنة الأمم المتحدة لغرب آسيا (الإسكوا)، مكتبة الإسكندرية، قاعدة بيانات معرفة). بالإضافة للجنة علمية من خبراء وأكاديميين ذوي سمعة علمية رائدة من عدة دول عربية وبريطانيا.

ومن الجدير بالذكر بأن معامل "Arcif أرسيف" قام بالعمل على فحص ودراسة بيانات ما يزيد عن (5000) عنوان مجلة عربية علمية أو بحثية في مختلف التخصصات، والصادرة عن أكثر من (1500) هيئة علمية أو بحثية في العالم العربي. ونجح منها (1201) مجلة علمية فقط لتكون معتمدة ضمن المعايير العالمية لمعامل "Arcif أرسيف" في تقرير عام 2024.

ويسرنا تهنئكم وإعلامكم بأن مجلة البحوث الفقهية و القانونية الصادرة عن جامعة الأزهر، كلية الشريعة و القانون، دمنهور، مصر، قد نجحت في تحقيق معايير اعتماد معامل "Arcif أرسيف" المتوافقة مع المعايير العالمية، والتي يبلغ عددها (32) معياراً، وللإطلاع على هذه المعايير يمكنكم الدخول إلى الرابط التالي: <http://e-marefa.net/arcif/criteria>

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- **المرتبة الأولى** في تخصص الدراسات الإسلامية من إجمالي عدد المجلات (103) على المستوى العربي، مع العلم أن متوسط معامل "Arcif أرسيف" لهذا التخصص كان (0.082)، كما صنفت مجلتكم في هذا التخصص ضمن الفئة (Q1) وهي الفئة العليا.
- كما صنفت مجلتكم في تخصص القانون من إجمالي عدد المجلات (114) على المستوى العربي ضمن الفئة (Q2) وهي الفئة الوسطى المرتفعة، مع العلم أن متوسط معامل "Arcif أرسيف" لهذا التخصص كان (0.24).

راجين العلم أن مجلة ما على مرتبة ضمن الأعلى (10) مجلات في تقرير معامل "Arcif أرسيف" لعام 2024 في أي تخصص، لا يعني حصول المجلة بشكل تلقائي على تصنيف مرفوع كتصنيف فئة Q1 أو Q2، حيث يرتبط ذلك بإجمالي قيمة النقاط التي حصلت عليها من **المعايير الخمسة المعتمدة لتصنيف مجلات تقرير "Arcif أرسيف" (للعام 2024) إلى فئات في مختلف التخصصات، ويمكن الاطلاع على هذه المعايير الخمسة من خلال الدخول إلى الرابط: <http://e-marefa.net/arcif>**

وبإمكانكم الإعلان عن هذه النتيجة سواء على موقعكم الإلكتروني، أو على مواقع التواصل الاجتماعي، وكذلك الإشارة في النسخة الورقية لمجلتكم إلى معامل "Arcif أرسيف" الخاص بمجلتكم.

ختاماً، في حال رغبتكم الحصول على شهادة رسمية إلكترونية خاصة بنجاحكم في معامل "Arcif أرسيف"، نرجو التواصل معنا مشكورين.

وتفضلوا بقبول فائق الاحترام والتقدير

أ. د. سامي الخزندار

رئيس مبادرة معامل التأثير

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THE LIMITS OF THE INDEPENDENCE OF SAUDI ARBITRATION FROM STATE AUTHORITIES

— A COMPARATIVE LEGAL STUDY —

By

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Introduction

Praise be to Allah, as He says:

“But no, by your Lord, they will not truly believe until they make you, [O Muhammad], judge concerning that over which they dispute among themselves and then find within themselves no discomfort from what you have judged and submit in full submission.” (1)

Peace and blessings be upon the Messenger of Allah, and thereafter:

Issues related to arbitration and the matters arising from it have become numerous, especially with the significant global interest in developing arbitration. Among the matters of concern to investors and sectors, particularly foreign sectors, is understanding the extent of the connection and relationship between state authorities and arbitration in Saudi Arabia, especially in light of the ongoing regulatory and investment developments witnessed by Saudi Arabia recently.

Reasons for Choosing the Research Topic:

1. The interest of international arbitrators and scholars outside Saudi Arabia in this subject, particularly the Cairo Regional Centre for International Commercial Arbitration and the Chartered Institute of Arbitrators – Egypt Branch, before, during, and after holding a seminar on this subject at the headquarters of the center and the institute.
2. The lack of clarity regarding the relationship between state authorities and arbitration among specialists and stakeholders, which causes concern for investors and business sectors. Therefore, this research was prepared to place before interested readers a descriptive study of the regulatory and judicial reality concerning arbitration independence in Saudi Arabia, along with an analytical examination of the regulatory and judicial framework related to independence through judicial applications and a comparison between the laws, regulations, and bylaws of the most prominent arbitration centers in Saudi Arabia.

From this perspective, the importance of the research lies in shedding light on the unclear aspects concerning arbitration independence and presenting them clearly through description, analysis, and comparison.

With regard to previous studies, a number of books and studies discussing arbitration from multiple perspectives were found, including studies concerning the promotion of arbitration culture through agreements.

(1) Surah An-Nisa, Verse 65.

Research by the scholar: Abdullah Al-Mahjoub, published in the Journal of Commercial Law, discussing the topic: “The Culture of Arbitration Through the Arbitration Agreement.” The research addressed the jurisprudential and legal concept of the arbitration agreement and discussed the forms of arbitration agreements, including the arbitration clause, arbitration submission agreement, and incorporation by reference to another document. However, the present research differs from the aforementioned study in terms of subject matter. The focus of this research is to explain the relationship between the three state authorities — the regulatory, judicial, and executive authorities — with arbitration procedures, the appointment of arbitrators, and arbitration awards. The research also focuses on the extent of overlap between the regulations and decisions of the regulatory and executive authorities and the judicial authority in arbitration activities and procedures, including the appointment of arbitrators, arbitration awards, and their annulment. These matters were not the subject of the aforementioned study.

Among those studies is also:

“The Authority of the Judge over the Arbitrators’ Award from an Objective Perspective: A Comparative Jurisprudential Study under the Saudi Legal System,” by the researcher Omar Al-Sudais, published in the Scientific Journal of the Faculty of Fundamentals of Religion and Da‘wah in Zagazig. The research addressed the cases in which the judge is empowered to annul the arbitrators’ award, the technical authority of the judge in reviewing arbitrators’ awards, the authority of the regulatory judge in annulling arbitrators’ awards, and the grounds for filing annulment claims.

The present research differs from the previous study in that its subject matter concerns clarifying the relationship between the three state authorities — the regulatory, judicial, and executive authorities — and arbitration procedures, the appointment of arbitrators, and arbitration awards. It also focuses on the extent of overlap between the regulations and decisions of the regulatory authority, the executive authority, and the judicial authority in arbitration procedures and operations, including the appointment of arbitrators and arbitration awards.

...arbitration awards and their annulment. These matters were not the subject of the aforementioned previous study except with regard to judicial intervention in arbitrators' awards in terms of annulment and setting aside the arbitral award.

Among those studies is also:

“Research on the Arbitration System: A Historical Philosophical Study,” by the researcher Ahmed Abdullah Mohammed, published in the Helwan University Journal for Legal and Economic Studies. The research addressed the philosophical foundations upon which the arbitration system is based, the historical development of arbitration, arbitration systems among the Greeks, arbitration systems in Roman law, and arbitration in Islamic Sharia, as well as the philosophy of arbitration in the modern era.

The present research differs from the previous study in terms of subject matter, as this research concerns clarifying the relationship between the three state authorities — the regulatory, judicial, and executive authorities — and arbitration procedures, the appointment of arbitrators, and arbitration awards. It also focuses on the extent of overlap between the regulations and decisions of the regulatory authority, the executive authority, and the judicial authority in arbitration operations and procedures, including the appointment of arbitrators, arbitration awards, and their annulment. These matters were not the subject of the aforementioned previous study.

The objective of this research is to clarify the limits of independence in arbitration procedures, the appointment of arbitrators, and arbitration awards from the decisions, regulations, and actions of the three state authorities: the regulatory, executive, and judicial authorities, and to identify the aspects of intervention by these authorities in arbitration procedures, the appointment of arbitrators, and arbitration awards.

Among the difficulties encountered in preparing this research were the absence of writings on this topic, the focus on regulations and bylaws, and the need for precision in extracting information on this subject from authoritative official sources.

Research Methodology:

The research relies on the descriptive method to explain and clarify the regulatory and judicial realities in arbitration, the applied analytical method through the analysis of regulations and judicial applications related to arbitration, and the comparative method by comparing state regulations and arbitration center regulations in matters related to arbitration independence. The research will focus on examining the limits of independence in the regulations governing the establishment, formation, and administration of arbitration centers, the appointment of arbitrators, and arbitration procedures.

Research Framework and Foundation:

The research seeks to reveal the extent of party autonomy as a principal element in arbitration proceedings in all their aspects.

It is worth noting that the prevailing global model for arbitration independence is resorting to chambers and centers supervised by specialized arbitrators who are independent from the authority and control of the state. These chambers and centers appoint arbitrators in arbitration disputes selected by the parties or the chambers themselves.

This research will focus on the most prominent issues of the study, which were formulated in the form of the following questions:

1. Is arbitration in Saudi Arabia under the Saudi Arbitration Law connected to the state?
2. Must arbitration centers in Saudi Arabia obtain a license from the state?
3. Do official authorities warn against dealing with unlicensed arbitration centers?
4. Must arbitrators be appointed by the state or the judiciary?
5. Must arbitration procedures follow the procedures prescribed in the Saudi Arbitration Law, or may they differ from them, and is it possible to depart from them?

These are the most important questions around which the research revolves.

Structure of the Research:

As follows:

Preliminary Section: Definitions

First Chapter: The Limits of Independence in Terms of Regulations and the Establishment of Centers, consisting of two sections:

First Section: The Historical Development of the Emergence of Arbitration Regulations in Saudi Arabia

Second Section: The Establishment of Arbitration Centers and the Limits of Their Independence

Second Chapter: The Limits of Independence in Arbitration Centers

Third Chapter: The Limits of Independence in the Appointment of Arbitrators

Fourth Chapter: The Limits of Independence in Arbitration Procedures

Conclusion

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After that, we proceed to discuss the chapters and sections of the research as follows:

Preliminary Section: Definitions

In this section, I discuss the definition of the terms contained in the title of the research and define the phrase as a compound proper term.

We begin first by defining the term “limits” as follows.

In the Arabic language, “limits” carries several meanings, the closest to the intended meaning in this research being: the utmost end of a thing. (1)

In the terminology of Islamic jurists, several meanings have been mentioned, the closest to the intended meaning in this research being: “The end of everything is its limit.” (2)

In legal terminology, multiple meanings have been found, and among the legal texts closest to the intended meaning in this research is the statement: “Setting limits: placing boundary markers between two adjacent properties.” (3) It was also stated: “Transferring boundaries: a person’s encroachment upon the possession of a neighboring property by changing the location of the boundary separating the two properties.” (4)

The term “independence” in contemporary Arabic language is defined as: “A derived noun from independence: the right of an individual, institution, or group to regulate its internal affairs with absolute freedom without influence from an external factor (the principle of judicial / university independence has been established),” (5) and this means acting independently without the intervention of another party.

(1) The Dictionary of Contemporary Arabic Language by Ahmed Mukhtar Abdul Hamid Omar, with the assistance of a working team, Vol. 1, p. 457, World of Books, First Edition, 1429 AH – 2008 AD.

(2) Al-Ghayah fi Gharib Al-Hadith wal-Athar by Majd Al-Din Abu Al-Sa‘adat Al-Mubarak bin Muhammad Al-Jazari Ibn Al-Athir, Vol. 1, p. 352, edited by Taher Al-Zawi and Mahmoud Al-Tanahi, Al-Maktabah Al-Ilmiyyah, Beirut, 1399 AH – 1979 AD.

(3) Dictionary of Law by the Arabic Language Academy, p. 155, Cairo, General Authority for Amiri Press Affairs, 1420 AH – 1999 AD.

(4) Previous reference, p. 73.

(5) Dictionary of Contemporary Arabic Language, previous reference, Vol. 3, p. 1853, entry: L L Q

And the definition of the term “independence” in the language of Islamic jurists has been stated in a manner close to the linguistic meaning of independence, where they said: “The qullah which was established as a measure distinguishing between water that becomes impure and water that does not become impure is derived from the expression ‘so-and-so independently carried his load and bore it’ when he was capable of carrying and bearing it.” (1)

In the terminology of legal jurists, we do not find it departing from the general linguistic meaning. They said: “An independent worker: a worker who performs his work without being subject, in performing this work, to supervision or oversight by the person for whose account the work is performed.” (2)

In defining the term “arbitration” in contemporary Arabic language, they said: “ḥ-k-m — arbitration [singular]: arbitrations (other than the verbal noun): 1 — the verbal noun of ḥakkama / judicial arbitration: an arbitration panel, a body or entity that renders judgment in disputes, between disputing parties, and in sports competitions and the like.” (3) They also said: “(ḥakama) concerning a matter means he adjudicated; it is said: he ruled in his favor, ruled against him, and ruled between them. For the horse, ḥikmah refers to the bridle, and it is said that it was so called because it restrains it from what it intends and turns it away.” (4)

In the terminology of Islamic jurists, among the definitions close to our subject is their statement: “Arbitration: a verbal noun — conventionally: the appointment by two disputing parties of a judge to rule between them.”

(1) Gharib Al-Hadith by Abu Muhammad Abdullah bin Muslim bin Qutaybah Al-Dinawari, Vol. 1, p. 166, edited by Dr. Abdullah Al-Jubouri, Al-Ani Press, Baghdad, First Edition, 1397 AH; Hilyat Al-Fuqaha by Ahmad bin Faris bin Zakariya Al-Razi Abu Al-Husayn, Vol. 1, p. 61, edited by Dr. Abdullah bin Abdul Mohsen Al-Turki, United Distribution Company, Beirut, First Edition, 1403 AH – 1983 AD.

(2) Dictionary of Law, previous reference, p. 287.

(3) Dictionary of Contemporary Arabic Language, previous reference, Vol. 1, p. 538.

(4) Al-Mu‘jam Al-Waseet by the Arabic Language Academy in Cairo, (Ibrahim Mustafa / Ahmad Al-Zayyat / Hamid Abdul Qadir / Muhammad Al-Najjar), p. 190, Dar Al-Da‘wah.

(Al-Tarteebi) — in Al-Majallah (Art. 1794): “It refers to the appointment by two disputing parties of a judge by mutual consent to settle their dispute and claims.” (1)

In the terminology of legal jurists, they said: “Commercial arbitration: the submission of disputes relating to commercial matters to panels selected by the disputing parties, whose decision in the dispute shall be considered a final judgment.” (2)

In the terminology of arbitration centers, it was stated: “An agreement to resolve disputes that have arisen or may arise between parties in a specific dispute through arbitrators chosen by the will of the disputing parties to settle the dispute instead of resolving it through the competent judiciary.” (3)

It was also stated that it is: “An internationally recognized means for settling disputes outside the state judicial system.” (4)

It was also stated that it is: “A system under which disputes, particularly commercial disputes between businessmen, may be resolved by neutral individuals instead of judicial courts.” (5)

(1) Al-Qamoos Al-Fiqhi: Linguistically and Terminologically by Sa‘di Abu Jayb, p. 96, Dar Al-Fikr, Damascus, Second Edition, 1408 AH / 1988 AD.

(2) Dictionary of Law, previous reference, p. 419.

(3) Saudi Center for Commercial Arbitration – Official Website

<https://www.sadr.org/ADRSservice-arbitration-arbitration-FAQs>

(4) Cairo Regional Centre for International Commercial Arbitration – Official Website

<https://crcica.org/ar/arbitration/>

(5) Tahkeem Center for International Commercial Arbitration – Official Website

<https://www.tahkeem.ae/ar/arbitration>

And in the terminology of the Saudi Arbitration Law, (1) the closest phrase to it is: “Arbitral Tribunal: the sole arbitrator or panel of arbitrators that adjudicates the dispute referred to arbitration.” (2)

As for defining the independence of the arbitral tribunal, I did not find a specific definition for this compound phrase. However, by considering definitions close to this compound phrase, such as the definition of the expression: “He independently managed the matter,” meaning he managed it alone, and the definition of: “An independent company,” meaning a company not subject to the control of another company. (3)

As for the definition of state authorities in contemporary Arabic language, it was stated as follows: “The executive authority: the government and its body of employees that carry out the laws enacted by the legislative authority,” (4) and “the legislative authority: the House of Representatives, Parliament; the official body composed of a group of formally elected persons whose task is to enact or amend laws for the state or a province,” (5) and “the judicial authority: the authority granted to judges to adjudicate disputes among people concerning life and property.” (6)

(1) Issued by Royal Decree No. (M/34) dated 24/5/1433 AH and published in Umm Al-Qura Newspaper (the Official Gazette) in Issue No. (4433) Dated 18/07/1433 AH (corresponding to 08/06/2012).

(2) Article One.

(3) Al-Maany Electronic Website www.almaany.com

(4) Dictionary of Contemporary Arabic Language, previously cited, Vol. 2, p. 1093, entry: **S-L-T**.

(5) Ibid., Vol. 2, p. 1093, entry: **S-L-T**.

(6) Ibid., Vol. 2, p. 1093, entry: **S-L-T**.

As for the terminology used by scholars of Islamic jurisprudence, the closest definition I found—after extensive review of numerous lexicons of Islamic legal terminology—is their definition of the executive authority. They defined it as:

“The executive authority: the authority entrusted with enforcing laws relating to the administration of public utilities, the management of state affairs, and the preservation of internal and external security.” (1)

They further stated regarding the term *Sultan*, which is linguistically derived from the concept of authority (*sulta*), as follows:

“The origin (aṣl) of the term Sultan is hujjah (proof) and burhān (evidence or authority). Everything supported by proof is regarded as strong; therefore, the ruler is called Sultan because of the strength and clarity of his authority. The term is derived from al-salīṭ, which denotes illumination, manifestation, and guidance.” (2)

Legal scholars have also stated that the powers of the State consist of the legislative, executive, and judicial authorities. Their definition reads:

“Separation of powers: a constitutional principle requiring the division of the governing body into multiple authorities, each possessing its own jurisdiction (typically legislative, executive, and judicial), while ensuring the independence of each authority from the others.” (3)

Legal jurists further define the regulatory authority as:

“The authority competent to enact legal rules in accordance with the Constitution.” (4)

Likewise, the executive authority is defined as:

“The authority entrusted with enforcing laws governing the administration of public utilities, the management of state affairs, and the preservation of internal security.”

References

1. *Dictionary of Jurists' Terminology* by Muhammad Rawas Qal'ah Ji and Hamid Sadiq Qunaibi, p. 148, Dar Al-Nafa'is, 2nd Edition, 1408 AH / 1988 CE.
2. *Al-Nazm Al-Mustadhab fi Tafsir Gharib Alfaz Al-Muhadhdhab* by Muhammad ibn Ahmad Al-Rakbi (known as Ibn Battal), Vol. 1, p. 118, edited and annotated by Dr. Mustafa Abdelhafiz Salem, Al-Maktabah Al-Tijariyyah, Makkah, 1988–1991.
3. *Dictionary of Law*, previously cited source, p. 121.
4. *Dictionary of Law*, previously cited source, p. 103.

“And external security,” (1) and “the judicial authority as: the authority competent to adjudicate disputes among individuals and impose penalties on violators of the law.” (2)

Through consideration of the foregoing definitions of the terms and expressions, we may define the phrase “the independence of arbitration from state authorities” as follows: (The exclusivity of arbitration without external interference, whereby arbitration enjoys a special status that permits freedom of action without being affected by any external factor in any aspect of arbitration, whether related to its legitimacy, arbitration procedures, appointment of arbitrators, enforcement of arbitral awards, or otherwise).

As for defining the phrase “the subordination of arbitration to state authorities,” it may be defined as the opposite of the previous definition, namely: (The restriction of arbitration in any aspect of arbitration, whether related to its legitimacy, arbitration procedures, appointment of arbitrators, enforcement of arbitral awards, or otherwise).

After becoming acquainted with the definitions of the terms forming the subject of the research and its overall definition, we now proceed to describe the limits of independence in terms of legislation and the establishment of centers, as follows.

(1) *Dictionary of Law, previous reference, p. 103.*

(2) *Dictionary of Law, previous reference, p. 103.*

First Chapter:**The Limits of Independence in Terms of Regulations and the Establishment of Centers**

Introduction and Division:

The state is connected, within the limits reached by arbitration regulations issued by the regulatory authority, to arbitration procedures, the appointment of arbitrators, arbitral awards, and related matters, as well as to the extent to which the decisions of the regulatory authority and the executive authority relate to arbitration centers that conduct arbitration procedures, appoint arbitrators, and issue arbitral awards through these centers.

Accordingly, we will clarify the reality and condition of the regulations issued by the regulatory authority in the past and present, the extent of overlap between the regulations of the regulatory authority and arbitration, and the extent to which arbitration, its tribunals, parties, and activities remain independent from such regulations. The second section of this chapter also describes the establishment and licensing of arbitration centers, and through this explains the extent to which the regulatory authority and executive authority intervene in arbitration and the role these authorities play toward arbitration.

This chapter will be divided into two sections. In the first section, I discuss the historical stages in the emergence of arbitration regulations issued by the regulatory authority and the relationship of these arbitration regulations to matters such as arbitration procedures, the appointment of arbitrators, and arbitral awards. I will answer the existing question: Do these regulations issued by the regulatory authority interfere in any of these matters or not?

In the second section, I discuss the historical stages in the emergence of arbitration centers and the relationship of these centers, together with the arbitration rules issued by them, with the authorities of the state in matters such as arbitration procedures conducted before them, the appointment of arbitrators, and the arbitral awards issued by them. I will answer the existing question: Does the state, through any of its three authorities, intervene in any of these matters or not?

First Section:

The Historical Development of the Emergence of Arbitration Regulations in Saudi Arabia

After conducting research, I found that arbitration began to be regulated in Saudi legal systems through the Commercial Court Law issued by Royal Order No. 32 Dated 15 Muharram 1350 AH (corresponding to 1 June 1931 AD), in Articles 493 to 497 under “Chapter Six: On the Procedures of Litigation before the Commercial Court.” It addressed the procedures for appointing arbitrators, the duration of arbitration, the enforceability of the arbitrator’s award, litigation procedures, the conditions for court ratification of arbitral awards, the dismissal of arbitrators, objections to arbitral awards, and the filing of arbitral awards. ⁽¹⁾

Through analyzing these provisions, it becomes clear that the regulatory authority and the judicial authority grant independence in that they do not compel disputing parties to resort to arbitration, and that recourse to arbitration must take place during the drafting of an official instrument. ⁽²⁾ The parties to the dispute may stipulate whatever procedures they wish for arbitration, within certain restrictions. The authority of arbitrators is restricted concerning the recording of statements, documents, records, and witness testimony, while the authority of arbitrators is absolute regarding the operative part of the award, provided that the award complies with the conditions of the arbitration instrument. The provisions also regulated...

(1) Its provisions were set forth in Article (493), Article (494), Article (495), Article (496), and Article (497). The official website of the Bureau of Experts at the Council of Ministers will be mentioned later.

<https://laws.boe.gov.sa/>

(2) It is called the arbitration instrument, and its definition is: a document containing the declaration of the will of the two parties to resolve an existing or potential dispute between them through arbitration. It may take the form of an independent document, or an arbitration clause established before or after the dispute arises. Research titled: Arbitration Submission Agreement and Arbitration by Reference: A Descriptive and Analytical Study of the Nature of the Arbitration Agreement as a Consensual Contract, by Mura Mohammed Suleiman Warashah, p. 442, Arab Society Journal for Publishing Arab Studies, Issue No. 44, dated 2024/3/18.

The arbitration process in terms of form, and that the provisions grant arbitral awards legal authority, while the judiciary thereafter imposes supervision by reviewing the arbitral award in accordance with legitimate judicial principles and the arbitration instrument; it either ratifies the award and orders its enforcement or overturns it.

Thereafter, arbitration and its procedures were separately regulated under an independent arbitration law, issued pursuant to Royal Decree No. M/46 Dated 12/07/1403 AH (corresponding to 25 April 1983 AD), consisting of 55 articles. Article One affirmed the independence of parties in deciding whether or not to agree to arbitration. Article Two addressed the conditions of arbitration and matters in which arbitration is not permissible. Article Three prohibited government entities from resorting to arbitration except under certain conditions. Article Four addressed the qualifications of arbitrators. Article Five required compliance with specific procedures for filing arbitral awards and specified the form of arbitral awards. Article Six required arbitration requests to be submitted before the authority originally competent to hear the dispute, which would issue a decision approving the arbitration document. Article Seven prohibited consideration of the subject matter of the dispute except in accordance with the arbitration law where an arbitration clause or arbitration agreement exists. Article Eight assigned the clerk of the authority originally competent to hear the dispute responsibility for notifications and announcements. Article Nine required compliance with specified time limits in issuing awards. Article Ten addressed procedures for appointing arbitrators. Article Eleven addressed cases for dismissing arbitrators. Article Twelve addressed procedures for challenging arbitrators. Article Thirteen addressed arbitration procedures in the event of the death of one of the litigants. Article Fourteen addressed the period for issuing an award when a substitute arbitrator is appointed in place of a removed arbitrator. Article Fifteen addressed cases for extending the award period. Article Sixteen...

It addressed the required number of arbitrators for issuing an arbitral award or settlement in Article Sixteen, the contents of the award document in Article Seventeen, the filing of the award and periods for objection to the award in Article Eighteen, the procedures for considering objections to arbitral awards before the authority originally competent to hear the dispute in Article Nineteen, the enforceability status of arbitral awards once they become final in Article Twenty, the degree of binding authority of arbitral awards after issuance of the enforcement order in Article Twenty-One, arbitration fees in Article Twenty-Two, disputes concerning arbitration fees in Article Twenty-Three, the linkage of the system's enforcement mechanism to the Prime Minister, the Minister of Justice, the Minister of Commerce, and the President of the Board of Grievances in Article Twenty-Four, and the mechanism for publishing the law in Article Twenty-Five. ⁽¹⁾

Through analysis of what we have presented regarding the old arbitration law and the relationship between this law, the regulatory authority, and the judicial authority with arbitration, it becomes clear that the old arbitration law imposed mandatory procedures, provisions, and rules in specified cases that had to be followed, prohibiting arbitrators and disputing parties from disregarding them. This gave arbitration mandatory subordination to the law in such cases. At the same time, the law sometimes contained supplementary provisions supporting arbitral tribunals, disputing parties, and the judiciary in other situations, thereby granting arbitration a degree of independence in those cases.

Its executive regulations were issued pursuant to High Order No. 7/2021/M Dated 8 Ramadan 1405 AH (corresponding to 27 May 1985 AD), consisting of 48 articles, and they do not depart significantly...

(1) The source and its provisions will be mentioned later. Official website of the Bureau of Experts at the Council of Ministers

<https://laws.boe.gov.sa/>

Regarding what we have mentioned concerning the arbitration law, the connection it has with arbitration, and the extent of independence enjoyed by arbitration proceedings from regulations, the regulatory authority, and the judicial authority. ⁽¹⁾

Thereafter, arbitration and its procedures were again regulated separately under an independent arbitration law, which is currently in force. It was issued pursuant to Royal Decree No. M/34 Dated 24 Jumada al-Awwal 1433 AH (corresponding to 16 April 2012 AD), consisting of 58 articles. The law included definitions of its terms and expressions, as well as general provisions, including the mandatory application of the law to specified cases of arbitration, cases of international arbitration, optional procedures in certain arbitration matters, the obligation to enforce the parties' agreement regarding the provisions of any document, notification procedures, and the rule concerning the continuation of one party in arbitration proceedings despite knowledge of a violation of a provision of the law that may be agreed otherwise.

The law also addressed judicial jurisdiction in arbitration and arbitration agreements, including mandatory and optional cases relating to arbitration agreements, prohibited cases in arbitration agreements, and the judicial consideration of lawsuits containing arbitration clauses or arbitration submission agreements.

Regarding the arbitral tribunal, the law included provisions concerning the formation of the arbitral tribunal, the qualifications of arbitrators, judicial jurisdiction in appointing arbitrators, the disclosure obligations of arbitrators, challenge and disqualification of arbitrators, procedures for challenging arbitrators, procedures for dismissing arbitrators, cases involving the appointment of substitute arbitrators, provisions concerning pleas related to the jurisdiction of the arbitral tribunal, the binding nature and validity of arbitration clauses, and the circumstances and provisions governing assistance by courts and authorities to arbitral tribunals.

The law also addressed cases in which arbitral tribunals are authorized to issue interim and precautionary measures, methods for determining arbitrators' fees, and arbitration procedures, including the freedom of disputing parties to agree upon arbitration procedures, and determining...

(1) Official website of the Bureau of Experts at the Council of Ministers

<https://laws.boe.gov.sa/>

The time at which arbitration procedures commence, the principles governing dealings between the two parties to arbitration, determining the seat of arbitration, determining the language of arbitration, procedures for submitting claims and responses to claims, the necessity of sending copies of submissions made by the parties to the arbitral tribunal, provisions regarding amendment of claims, conducting hearing sessions, cases where the claimant fails to submit his claim or the respondent fails to submit his response, the consequences of one party failing to attend a hearing, the rules, cases, and procedures for appointing experts, arbitration procedures when a matter outside the jurisdiction of the arbitral tribunal is raised for adjudication or where forgery in a submitted document is alleged, and procedures for deciding the arbitration dispute.

These included the legal principles and rules applicable to the dispute, procedures for issuing awards, deadlines for issuing awards, cases of termination of arbitration proceedings, the form of arbitral awards, provisions concerning delivery of copies of the award to the disputing parties and publication thereof, provisions concerning the filing of arbitral awards, provisions allowing the disputing parties to request the tribunal to record settlement terms, provisions concerning requests for interpretation of awards, provisions concerning correction of awards, cases for issuing additional arbitral awards, and the nullification of arbitral awards.

The section on the nullification of arbitral awards included provisions concerning appeals against arbitral awards, cases for annulment actions against arbitral awards, and procedures for filing annulment claims. The section concerning the authority and enforcement of arbitral awards included provisions regarding the binding authority of arbitral awards, procedures for issuing enforcement orders for arbitral awards, cases involving suspension of enforcement of arbitral awards, provisions concerning acceptance of applications for enforcement of arbitral awards, and grievances against enforcement orders.

The final provisions included the authority of the Council of Ministers to issue the executive regulations, that this law replaces the old Arbitration Law of 1403 AH, and that it would come into force after thirty days. ⁽¹⁾

(1) The source and its provisions will be mentioned later. Official website of the Bureau of Experts at the Council of Ministers <https://laws.boe.gov.sa/>

Through analysis of what we have presented regarding the current arbitration law and the relationship between this law, the regulatory authority, and the judicial authority with arbitration, it becomes clear that the current arbitration law does not differ from the old arbitration law in its relationship with arbitration. The current arbitration law imposes mandatory procedures, provisions, and rules in specified cases that must be followed, and prohibits arbitrators and disputing parties from disregarding them, which gives arbitration mandatory subordination to the law, the regulatory authority, and the judicial authority in such cases. At the same time, the law sometimes contains supplementary provisions supporting arbitral tribunals, disputing parties, and the judiciary in other situations, thereby granting arbitration independence from the regulatory authority and the judicial authority in those cases.

Its executive regulations were issued pursuant to Council of Ministers Resolution No. 541 Dated 26 Sha‘ban 1438 AH (corresponding to 22 May 2017 AD)., consisting of 19 articles. These regulations do not depart significantly from what we have already mentioned concerning the arbitration law, the connection it has with arbitration, and the extent of independence enjoyed by arbitration proceedings from regulations, the regulatory authority, and the judicial authority. ⁽¹⁾

(1) Official website of the Bureau of Experts at the Council of Ministers
<https://laws.boe.gov.sa/>

Second Section:

The Establishment of Arbitration Centers and the Limits of Their Independence

The Regulations for Licensing Rules of Saudi Arbitration Centers (1) aim to establish the rules and standards for licensing Saudi arbitration centers and their branches within the Kingdom of Saudi Arabia. (2) The same regulations set forth the conditions that must be met by the legal entity of arbitration centers, (3) as well as the competencies of arbitration centers, procedures for submitting initial licensing applications, conditions required for the headquarters of the center, licensing and renewal fees, examination of licensing applications, final licensing procedures for establishing the center, the duration of licenses, procedures for renewal, amendment and cancellation of licenses, deductions from bank guarantees, matters relating to the director of the center, disposal of licenses, center records, annual reports, supervision and oversight, and final provisions. (4)

Through analysis of the provisions of these regulations, it becomes clear that arbitration centers are not independent in conducting their activities from the committee affiliated with the Council of Saudi Chambers. This means that the centers are subordinate to the Council of Saudi Chambers and its regulations with regard to licensing and authorization to conduct activities. The centers — except for the Saudi Center for Commercial Arbitration — remain independent, in terms of licensing, from the legislative authority and the judicial authority.

(1) Issued by the Council of Saudi Chambers, the Permanent Committee for Saudi Arbitration Centers. Official website <https://csc.org.sa>

(2) Article Two of the Regulations

(3) Article Three of the Regulations

(4) Articles Four through Twenty-Seven of the Regulations

The following is a brief overview of the establishment and licensing of most arbitration centers in Saudi Arabia, in order to clarify the principle previously mentioned:

1. Establishment of the Saudi Center for Commercial Arbitration: It was established by Council of Ministers Resolution No. 257 Dated 14 Jumada al-Akhirah 1435 AH (corresponding to 14 April 2014 AD), and licensed by Council of Ministers Resolution No. 107 dated 7 Rabi‘ Al-Thani 1437 AH. Its umbrella entity is: the Federation of Saudi Chambers. (1)
2. Establishment of the Saudi Center for Real Estate Arbitration: It was established by a resolution of the Board of Directors of the Real Estate General Authority and licensed with the approval of the Permanent Committee for Saudi Arbitration Centers on 9 Rabi‘ Al-Thani 1444 AH as the first center licensed by the committee and the first center of its kind in the Kingdom. Its umbrella entity is: the Real Estate General Authority. (2)
3. Establishment of the Engineering Arbitration Center: It was licensed with the approval of the Permanent Committee for Saudi Arbitration Centers. Its umbrella entity is: the Saudi Council of Engineers, License No. 2. (3)
4. Establishment of the Saudi Bar Association Center for Settlement and Arbitration: It was licensed with the approval of the Permanent Committee for Saudi Arbitration Centers. Its umbrella entity is: the Saudi Bar Association, License No. 3. (4)
5. Establishment of the Makkah Commercial Arbitration Center: It was licensed with the approval of the Permanent Committee for Saudi Arbitration Centers. Its umbrella entity is: the Makkah Chamber, License No. 4. (5)

6. (1) *Saudi Center for Commercial Arbitration, Official Website*

<https://www.sadr.org/>

7. (2) *Council of Saudi Chambers, Official Website*

<https://www.spa.gov.sa/> / *Permanent Committee for Saudi Arbitration Centers, Official Website*

<https://scsac.org.sa>

8. (3) *Permanent Committee for Saudi Arbitration Centers, Official Website*

<https://scsac.org.sa>

9. (4) *Previous Reference*

10. (5) *Previous Reference*

6. Establishment of the Al-Ahsa Commercial Arbitration Center: It was licensed with the approval of the Permanent Committee for Saudi Arbitration Centers. Its umbrella entity is: the Al-Ahsa Chamber, License No. 5. (1)
7. Establishment of the Eastern Chamber Commercial Arbitration Center: It was licensed with the approval of the Permanent Committee for Saudi Arbitration Centers. Its umbrella entity is: the Eastern Chamber, License No. 6. (2)
8. Establishment of the Abha Commercial Arbitration Center: It was licensed with the approval of the Permanent Committee for Saudi Arbitration Centers. Its umbrella entity is: the Abha Chamber, License No. 7. (3)
9. Establishment of the Taif Commercial Arbitration Center: It was licensed with the approval of the Permanent Committee for Saudi Arbitration Centers. Its umbrella entity is: the Taif Chamber, License No. 8. (4)

It is worth noting that the Council of Saudi Chambers (5) officially announced the formation of the Permanent Committee for Saudi Arbitration Centers and the transfer of its operations and secretariat to the Council, pursuant to the Council of Ministers' decision to transfer the committee's headquarters from the Ministry of Justice to the Council, thereby enabling the committee to commence exercising its prescribed functions and supporting the commercial arbitration system in the Kingdom. (6)

(1) Previous Reference

(2) Previous Reference

(3) Previous Reference

(4) Previous Reference

(5) Article Forty-One, Article Forty-Seven, and Article Forty-Eight of the Commercial Chambers Law issued by Royal Decree No. M/37 dated 22 Rabi' Al-Thani 1442 AH.

(6) "The Council of Chambers Announces the Formation of the Permanent Committee for Saudi Arbitration Centers and the Transfer of Its Operations and Secretariat to the Council, and the Transfer of the Committee's Headquarters from the Ministry of Justice to the Council," Al-Jazirah Newspaper, Issue No. 15878, Tuesday dated 28 Jumada Al-Awwal 1437 AH.

Through analysis of the Council of Ministers' decision to transfer the committee's headquarters from the Ministry of Justice to the Council, it becomes clear that the intention of the regulatory authority was to transfer and separate the Permanent Committee for Saudi Arbitration Centers from the executive authority represented by the Ministry of Justice to the Council, which differs in its formation mechanism and affiliation to the regulatory authority from the Ministry of Justice. This means a reduction, in this regard, of subordination to the regulatory and executive authorities and an increase in independence, while subordination remains in other elements.

It appears that the Permanent Committee for Saudi Arbitration Centers was abolished by the regulatory authority pursuant to Council of Ministers Resolution No. (68) dated 12/1/1445 AH, which states: "First: Abolishing the 'Permanent Committee for Saudi Arbitration Centers' formed under Clause (First) of Council of Ministers Resolution No. (257) dated 14/6/1435 AH, as amended by Council of Ministers Resolution No. (177) dated 8/4/1437 AH, without prejudice to the continued operation of the arbitration centers licensed by the committee.

Second: The duties of the Permanent Committee for Saudi Arbitration Centers — abolished under Clause (First) of this resolution — shall be assumed by a committee formed under the umbrella of the Federation of Saudi Chambers (without including governmental representation). The jurisdiction of this committee shall be limited to matters related to arbitration centers established and to be established under the umbrella of commercial chambers, and the review of regulations and rules issued by the Permanent Committee for Saudi Arbitration Centers — abolished under Clause (First) of this resolution — insofar as they relate to commercial chambers, proposing what is necessary regarding them, and submitting them to the Board of Directors of the Federation for approval.

Third: The formation of a committee chaired by the Ministry of Commerce, with membership from the Ministry of Justice, the Ministry of Investment, the Ministry of Economy and Planning, and the National Competitiveness Center, which shall undertake the preparation of...

A comprehensive framework regarding the regulation of the institutional arbitration sector in the Kingdom, in light of leading international models and experiences, in a manner that contributes to advancing the sector, developing it, and enhancing its reliability. It also includes reviewing matters related to arbitration centers not affiliated with commercial chambers that had been licensed by the Permanent Committee for Saudi Arbitration Centers — abolished under Clause (First) of this resolution — proposing appropriate solutions for each in light of that, and submitting the outcomes reached.

Fourth: Amending the regulation of the Saudi Center for Commercial Arbitration, issued by Council of Ministers Resolution No. (488) dated 25/8/1440 AH, as follows:

1 — Deletion of Paragraph (7) from Article One.

2 — Replacing the phrase “Federation of Saudi Chambers” with the phrase “Permanent Committee” mentioned in Article Six. Salman bin Abdulaziz Al Saud.” ⁽¹⁾

We note here that the Council of Chambers strongly warns against dealing with arbitration centers not licensed by the Permanent Committee for Saudi Arbitration Centers. This indicates that the licensing of arbitration centers is subordinate to the Council of Chambers rather than to the regulatory authority or governmental executive authorities such as the Ministry of Justice. The announcement published on the official website of the Al-Qurayyat Chamber of Commerce and Industry stated:

“The Al-Qurayyat Chamber of Commerce and Industry extends to you its finest greetings, and with reference to the letter of the Council of Saudi Chambers No. Sh/Q/1704 dated 11/05/1441 AH, which referred to Council of Ministers Resolution No. 107 dated 08/04/1437 AH concerning the establishment of the Permanent Committee for Saudi Arbitration Centers with the aim of...”

(1) Saudi Press Agency – Official Website

<https://www.spa.gov.sa/>

Umm Al-Qura Newspaper – Official Website

<https://uqn.gov.sa/>

Regulating the arbitration sector in the Kingdom, issuing official licenses, and limiting practices that may harm arbitration in the Kingdom and negatively affect it.

Accordingly, we call upon all concerned parties to refrain from dealing with unlicensed arbitration centers, as the lack of a legal and regulatory framework governing such centers may result in harm to the parties involved in disputes. — Al-

Qurayyat Chamber ⁽¹⁾

After clarifying the extent to which arbitration achieves independence in relation to regulations and the establishment of arbitration centers, we now move to describing the extent of independence in terms of the formation and administration of centers from state authorities.

(1) Al-Qurayyat Chamber – Official Website

<https://qcci.org.sa/>

Second Chapter:

The Limits of Independence in Arbitration Centers

In this chapter, we discuss the method of formation and administration of certain arbitration centers. Through describing the method of formation of these centers and comparing them, we will clarify the extent of the relationship between state authorities and arbitration institutions and arbitration proceedings.

We begin first with the Saudi Center for Commercial Arbitration. The principal provisions of the regulation governing the Saudi Center for Commercial Arbitration, issued by Council of Ministers Resolution No. (488) Dated 25/08/1440 AH (corresponding to 30 April 2019 AD), state that the center possesses financial and administrative independence, (1) that it is affiliated with the Council of Chambers, that the center itself supervises arbitration procedures and not another entity, (2) and that the Council of Chambers — which is not a regulatory or executive authority such as the Ministry of Justice — contributes to supporting the services of the center. (3) The provisions further state that the arbitral tribunal and the members of the board are independent in the performance of their duties, (4) that the board of directors of the center is formed by order of the Prime Minister, (5) and that the resources of the center do not originate from a regulatory or executive authority. (6)

Through analysis of the foregoing, it becomes clear that the center enjoys complete independence in the administration of arbitration proceedings and in the exercise of the functions of the arbitral tribunal and the members of the board of directors, while remaining subordinate to the regulatory authority with regard to the formation of the board of directors.

(1) Article Two

(2) Article Three

(3) Article Four

(4) Article Five

(5) Article Six

(6) Article Thirteen

Second: The Saudi Center for Real Estate Arbitration. The principal provisions of the bylaws of the Saudi Center for Real Estate Arbitration state that the center is established by a resolution of the Board of Directors of the Real Estate General Authority and licensed by the Permanent Committee for Arbitration Centers, that the center is affiliated with the Real Estate General Authority while enjoying financial and administrative independence, (1) that the legal reference for establishing the center consists of state legislation and the regulations of the Permanent Committee for Arbitration Centers, (2) and that the legal reference for carrying out its activities consists of state legislation and the center's own regulations. (3)

The provisions further state that the agreement of the disputing parties to resort to the center is effective within the scope of the center's jurisdiction, (4) that part of the organizational structure is connected to the Real Estate General Authority, (5) that arbitrators must be selected from the list of arbitrators approved by the center, (6) that the financial resources of the center are not derived from the legislative or executive authority, (7) that arbitral awards and records of conciliation and settlement require approval by the judicial authority, (8) and that amendment of the center's bylaws falls within the competence of its Board of Directors. (9)

(1) *Article Two*

(2) *Article Three*

(3) *Article Four*

(4) *Article Six*

(5) *Article Eight and Article Nine*

(6) *Article Twenty-Two and Article Twenty-Three*

(7) *Article Twenty-Six*

(8) *Article Twenty-Nine, and in the Procedural Rules Regulations of the Saudi Center for Real Estate Arbitration concerning the binding authority of arbitral awards, Article 33*

(9) *Article Thirty*

Through analysis of the foregoing, it becomes clear that the center enjoys complete independence in the administration of arbitration proceedings and in the exercise of the functions of the arbitral tribunal and the members of the board of directors, while remaining subordinate to the executive authority represented by the Real Estate General Authority in the formation of the board of directors. The center also intervenes, by the will of the disputing parties, in the selection of arbitrators by restricting them to the center's approved list, and remains subordinate to the judicial authority with regard to approval of arbitral awards and records of conciliation and settlement.

After describing the extent of independence in terms of the formation and administration of centers from state authorities, we now move to describing the extent of independence regarding the method of appointing arbitrators from state authorities, as follows.

Third Chapter:

The Limits of Independence in the Appointment of Arbitrators

In this chapter, we discuss the method of appointing arbitrators. Through describing the method of appointing arbitrators in the arbitration law and arbitration centers, and comparing them, we will clarify the extent of the relationship between the regulatory authority, the executive authority, and the judicial authority with arbitration proceedings.

We begin first with the arbitration law. Among the principal provisions of the arbitration law related to this chapter are that the disputing parties have the freedom to choose arbitrators, and that the judicial authority in ad hoc arbitration undertakes the appointment of arbitrators in certain cases, including when the disputing parties fail to agree on the appointment of arbitrators, and also when the two appointed arbitrators fail to agree on the appointment of the third arbitrator within fifteen days following the appointment of the latter, according to specified regulations. ⁽¹⁾

Among the judicial applications affirming the independence of the arbitration parties in agreeing upon the appointment of arbitrators, and that if they fail to agree the competent court undertakes the appointment of the arbitrator according to specified regulations, is the wording contained in the judgment of the Administrative Court of Appeal, which states: “Accordingly, the panel ruled the inadmissibility of the application submitted by the claimant company (...)”

The text concerning the reasoning of the judgment stated: “Whereas Paragraph No. (1/B) of Article Fifteen of the Arbitration Law issued by Royal Decree No. (M/34) dated 24/5/1433 AH stipulates that if the arbitral tribunal consists of three arbitrators, each party shall appoint one arbitrator on its behalf. If one of the parties fails to appoint its arbitrator within fifteen days following receipt of a request from the other party... the competent court shall appoint the arbitrator upon the request of any interested party seeking expedition. Since the claimant did not specify...”

(1) Article Fifteen

“The arbitrator chosen by it in its claim, and its letter dated 24/3/2015 addressed to the respondent, which it relies upon as evidence of its desire to refer the dispute to arbitration, was not in accordance with what was stipulated in the aforementioned article. Furthermore, the claimant did not proceed after the respondent refused to appoint an arbitrator on its behalf, which consequently requires the court to rule the inadmissibility of the claimant’s request.” (1)

Second: The Saudi Center for Commercial Arbitration. The principal arbitration rules of the Saudi Center for Commercial Arbitration, effective from 1 Shawwal 1444 AH — 1 May 2023 AD, provide that the disputing parties have the freedom to select arbitrators, and that the Technical Decisions Committee of the center has the authority to appoint arbitrators in certain cases, including where arbitrators are not nominated within thirty (30) days after the commencement of arbitration, or within any other period agreed upon by the parties, upon the request of any party for the appointment of arbitrators. (2)

Third: The Saudi Center for Real Estate Arbitration. The principal provisions of the bylaws of the Saudi Center for Real Estate Arbitration provide that the disputing parties have the freedom to choose arbitrators, and that the center obliges the disputing parties to choose arbitrators from the list of arbitrators approved by the center. (3)

Through the foregoing analysis, it is evident that the fundamental principle is the independence of the disputing parties from state authorities in the appointment of arbitrators, while recourse to the judicial authority arises only when arbitrators have not been appointed.

(1) Collection of Commercial Judgments and Principles, Volume One

<https://www.bog.gov.sa>

(2) Article 15, Paragraph 1, and Article 37

(3) Article Twenty-Two

By agreement of the parties and through the selection by the first and second arbitrators of the third arbitrator, and the benefit achieved through the intervention of the judicial authority and arbitration centers in this appointment is evident.

We now move to discussing the extent of independence in arbitration procedures.

Fourth Chapter:

The Limits of Independence in Arbitration Procedures

In this chapter, we discuss arbitration procedures. Through describing the procedures under the arbitration law and arbitration centers, and comparing them, we will clarify the extent of the relationship between state authorities and arbitration proceedings.

We begin first with the arbitration law. Among the principal provisions of the arbitration law are that the parties to arbitration may agree upon the procedures to be followed by the arbitral tribunal, provided that such procedures do not violate the provisions of Islamic Sharia. If no such agreement exists, the arbitral tribunal may — while observing the provisions of Islamic Sharia and the provisions of this law — choose the arbitration procedures it deems appropriate. The law further provides that both arbitration parties shall be treated equally and that each shall be given a full and equal opportunity to present its claim or defense. (1) It also provides that the parties may agree upon the seat of arbitration within or outside the Kingdom, and if no agreement exists, (2) the arbitral tribunal shall determine the seat of arbitration. In addition, the arbitral tribunal shall apply to the subject matter of the dispute the rules agreed upon by the arbitration parties; otherwise, (3) the arbitral tribunal shall apply the substantive rules of the legal system it considers most closely connected to the subject matter of the dispute. (4)

Among the judicial decisions affirming the autonomy of the parties to an arbitration agreement in determining the seat of arbitration and the law governing the dispute, independently of state authorities, is the judgment of the Administrative Court of Appeal – Commercial Judicial Circuit, which states: “Accordingly, the panel ruled adam (عدم) ...”

(1) Article Twenty-Five

(2) Article Twenty-Seven

(3) Article Twenty-Eight

(4) Article Thirty-Eight

The Administrative Court of Appeal, Commercial Judicial Circuit, held jurisdiction to adjudicate the arbitration matter in Case No. 7080 for the year 1437 AH filed by Company (...) against Company (...). The reasoning of the judgment stated:

“Whereas it is established and agreed between the disputing parties that the arbitration clause contained in the contract subject of the lawsuit stipulates that the seat of arbitration is New Delhi, India, and that the applicable law is the Indian Arbitration Act of 1940. Furthermore, the statement of claim contains no waiver by the respondent of any of the foregoing. What has been conclusively established cannot be removed except with equal certainty. The respondent’s appointment of a Saudi arbitrator — if done in a formal and final manner — does not constitute a waiver thereof, particularly as it confirms that the arbitration clause remains in effect and unamended. The claimant’s representative did not provide anything contradicting this in his submissions. As for the argument that the lawsuit falls outside the contract or outside the arbitration clause contained therein, this is clearly invalid and unsupported. Accordingly, the appellate circuit concludes that the Administrative Court of Appeal, Commercial Judicial Circuit, lacks jurisdiction to adjudicate the arbitration matter subject of the lawsuit.” (1)

Among the judicial applications affirming the independence of arbitration parties in selecting the arbitration law, regulations, and procedures independent from state authorities is the wording contained in the judgment of the Court of First Instance in the Board of Grievances, which states:

“Accordingly, the panel ruled that the Board of Grievances lacks jurisdiction to hear the lawsuit filed by the claimant (...) against the respondent (...).”

The appellate judgment further stated:

“The court ruled to uphold the judgment, and since the judgment concluded, in its operative part, that the Board of Grievances lacks jurisdiction to hear the claimant’s case in this matter and lacks jurisdiction to hear the objection submitted by it against the arbitral award issued by a commercial arbitration center...”

(1) Collection of Commercial Judgments and Principles, Volume One

<https://www.bog.gov.sa/>

“In the Kingdom of Bahrain.” The reasoning of the judgment stated:

“Whereas it became evident that this lawsuit falls within disputes subject to a foreign arbitration clause, and whereas Article (31) of the contract concluded between the parties stipulates that in the event of a dispute relating to the contract which is not settled, the dispute shall be referred exclusively to arbitration in accordance with the rules, regulations, and procedures of the Gulf Cooperation Council Commercial Arbitration Centre in the Kingdom of Bahrain. Whereas it became evident that the parties had commenced arbitration proceedings and that the arbitral tribunal had already issued its award. Whereas the settled jurisprudence of the Board of Grievances establishes that the Board lacks jurisdiction to hear disputes arising from commercial contracts containing clauses referring disputes to arbitral tribunals outside the Kingdom of Saudi Arabia, due to the absence of jurisdiction over such arbitral tribunals when issuing their decisions. Accordingly, the Board’s jurisdiction does not extend to hearing this lawsuit.” (1)

Through analysis of the principal procedures contained in the Arbitration Law, it becomes evident that state authorities — whether regulatory or judicial — are independent from arbitration procedures agreed upon by the disputing parties, and that the parties’ autonomy of will regarding procedures is recognized and enforceable, subject only to the authority of Islamic Sharia and public order.

Second: The Saudi Center for Commercial Arbitration. The principal rules of the Saudi Center for Commercial Arbitration provide that the disputing parties may agree upon the seat of arbitration; otherwise, the Technical Decisions Committee initially, and the arbitral tribunal finally, shall determine the seat of arbitration. (2) The rules further provide that the arbitral tribunal shall manage the case in the manner it deems appropriate, provided that this does not prejudice fairness between the parties. (3)

Through analysis of the principal procedural rules of the Saudi Center for Commercial Arbitration, it becomes evident that state authorities — whether executive or judicial — remain independent from arbitration procedures.

(1) Collection of Commercial Judgments and Principles, Volume One

<https://www.bog.gov.sa/>

(2) Article 22

(3) Article 25

For example, the seat of arbitration is determined according to the agreement of the parties. If the parties fail to agree on a seat of arbitration, the authority to determine the seat passes to the Technical Decisions Committee and the arbitral tribunal. Likewise, the management of the case is not subject to interference by state authorities, whether executive or judicial, as it falls within the competence of the arbitral tribunal chosen by the parties or the Saudi Center for Commercial Arbitration.

Third: The Saudi Center for Real Estate Arbitration. The principal provisions of the Procedural Rules Regulations of the Saudi Center for Real Estate Arbitration provide that the seat of arbitration shall be the center's electronic platform, (1) that the language of arbitration shall be the language of the arbitration agreement unless the parties agree otherwise, (2) that the arbitral tribunal shall manage arbitration procedures in the manner it deems appropriate while observing the requirement of expeditious resolution of disputes and equal treatment of the parties, (3) that the arbitral tribunal must hold an initial hearing within a period not exceeding two days, (4) and that the arbitral tribunal may manage case hearings through the means it deems appropriate. (5)

Through analysis of the principal procedural provisions contained in the Procedural Rules Regulations of the Saudi Center for Real Estate Arbitration, it becomes evident that the state and executive authorities — except for the Real Estate General Authority — as well as the judicial authorities, remain independent from arbitration procedures. The regulations require the parties to designate the seat of arbitration as the center's electronic platform, and the language of arbitration...

(1) Article (17)

(2) Article (18)

(3) Article (19)

(4) Article (20)

(5) Article (20)

The language of the arbitration clause drafted by the parties shall govern, and the management of the case is not subject to interference by state authorities, whether executive or judicial, as it falls within the competence of the arbitral tribunal chosen by the parties in accordance with the center's rules.

Conclusion

In conclusion, I praise Allah (Subḥānahu) for His guidance and assistance, and I pray for all khayr (goodness), ease, and blessings.

I now present the most significant findings reached in this research:

1. The independence of arbitration from executive authorities has gradually evolved over the years until one manifestation of this independence became the establishment of a committee concerned with licensing arbitration centers, affiliated with the Council of Chambers rather than a governmental authority.
2. The independence of arbitration from the regulatory authority, in terms of laws and regulations, is partial in reality. For example, arbitration centers have the right to independence from the regulatory authority by establishing procedural rules governing disputes presented before arbitral tribunals. However, subordination to the regulatory authority through laws and regulations, such as the Arbitration Law and its executive regulations, remains present in the cases discussed in this research.
3. The autonomy of will of contracting parties in selecting arbitration procedures and appointing arbitrators prevails over all authorities unless it conflicts with Islamic Sharia or public order.

As for the recommendations, the most significant recommendations I see are:

1. Specialized researchers should highlight in their studies the aspects of independence and subordination of arbitration in relation to regulatory, executive, and judicial authorities. Such studies may be conducted on the decisions, circulars, rules, and regulations issued from time to time by the three authorities and arbitration centers.
2. The condition imposed on disputing parties requiring them to select arbitrators from the list of the Saudi Center for Real Estate Arbitration should be abolished because it clearly violates the principle of independence. This may be implemented through the issuance of a resolution by the Real Estate General Authority regarding its abolition.

3. The Board of Directors of the Saudi Center for Commercial Arbitration should be formed by a resolution of the Council of Saudi Chambers or by an entity independent from the three authorities, in order to further strengthen independence, provided that there remains state oversight over the integrity and impartiality of such decisions.

May peace and blessings be upon our Prophet Muhammad, his family, and all his companions.

Appendices

First: Arbitration Provisions in the Commercial Law (Commercial Court Law), issued on 1 Muharram 1350 AH (corresponding to 18 May 1931 AD).

Through analysis of these arbitration provisions, it becomes clear that the limits of independence, as previously explained, are according to the following limits:

1. The regulatory authority and the judicial authority grant independence in that they do not compel disputing parties to resort to arbitration.
2. Resorting to arbitration must be evidenced in writing through an official instrument.
3. The disputing parties may stipulate whatever they wish regarding arbitration procedures, subject to restrictions.
4. The authority of arbitrators is restricted concerning the recording of statements, documents, instruments, and witness testimony.
5. The authority of arbitrators is absolute regarding the operative part of the award, provided that the award is restricted by the conditions of the arbitration instrument.
6. The provisions regulated the arbitration process from a procedural perspective.
7. The provisions grant binding authority to arbitral awards.
8. Thereafter, the judiciary imposes subordination by reviewing the arbitral award according to legitimate judicial principles and the arbitration instrument, either approving and ordering its enforcement or overturning it.

The provisions of this law relevant to the research are as follows:

Article 493: “If the two disputing parties decide to appoint one or more persons as arbitrators, they may execute an official instrument authenticated by the notary public containing the conditions agreed upon by them, whether the arbitration is for a specified period or whether the arbitral award shall be enforceable regardless...”

Whether by agreement of the arbitrators or by majority, and other matters agreed upon by them, after which the parties shall sign and deliver it to the arbitrators.”

Article 494: “The arbitrators shall review the statements of the parties according to legitimate principles, record their statements, papers, documents, and witness testimony, and shall not issue their ruling except within the conditions of the arbitration instrument.”

Article 495: “If it appears that the award issued by the arbitrators conforms to its proper principles and agrees with the arbitration instrument, it shall be ratified by the court and enforced; however, if anything contrary thereto is introduced, it shall be overturned by the Commercial Court.”

Article 496: “Neither party may dismiss the arbitrator appointed by it and ratified by the Commercial Court, whether before or after issuance of the award, and both parties shall have the right to object to arbitral awards before the Commercial Court.”

Article 497: “The arbitrators, whether appointed by the court or by an elected committee, shall submit their signed award to the court in the proper reviewed form. The court’s opinion shall then be taken as to whether there is an objection thereto or not; the court shall ratify the award if it conforms to its proper principles or overturn it if it conflicts therewith.” ⁽¹⁾

Second: Text of the Royal Decree Concerning the Arbitration Law, issued on 12/07/1403 AH (corresponding to 25 April 1983 AD).

Through analysis of these arbitration provisions, it becomes clear that the limits of independence, as previously explained, are according to the following limits:

1. The old Arbitration Law imposed mandatory procedures, provisions, and rules in specified cases that had to be followed, and prohibited arbitrators and disputing parties from disregarding them, thereby making arbitration obligatorily subordinate to the law in such cases.
2. At times, the law also contained supplementary provisions for arbitral tribunals, disputing parties, and the judiciary in other situations, thereby granting arbitration independence in such cases.

(1) Official website of the Bureau of Experts at the Council of Ministers

<https://laws.boe.gov.sa/>

The text of the Royal Decree for this law is as follows:

“In the Name of Allah, the Most Gracious, the Most Merciful, Royal Decree No. M/46 dated 12/7/1403 AH

With the help of Allah Almighty

We, Fahd bin Abdulaziz Al Saud
King of the Kingdom of Saudi Arabia

Having reviewed Article Nineteen and Article Twenty of the Council of Ministers Law issued by Royal Decree No. (38) dated 22/10/1377 AH.

And having reviewed the Commercial Court Law issued by High Order No. (32) dated 15/1/1350 AH.

And having reviewed Council of Ministers Resolution No. (164) dated 21/6/1403 AH.

We hereby decree as follows:

First — Approval of the Arbitration Law in the attached form.

Second — Repeal of the arbitration provisions contained in the Commercial Court Law issued by High Order No. (32) dated 15/1/1350 AH.

Third — The Deputy Prime Minister and the Ministers — each within their respective jurisdiction — shall implement this Decree.

Signature

Fahd bin Abdulaziz

In the Name of Allah, the Most Gracious, the Most Merciful

Council of Ministers Resolution No. 164 dated 21/6/1403 AH

The Council of Ministers,

Having reviewed the transaction accompanying this matter received from the Office of the Presidency of the Council of Ministers No. (7/7/12284) dated 29/5/1399 AH, submitted to the Royal Court through the letter of His Excellency the Minister of Commerce No. (410/Q) dated 11/5/1399 AH, containing...”

Regarding the draft Arbitration Law, and the memorandum prepared by Their Excellencies the Minister of Justice, the Minister of Commerce, the President of the Board of Grievances, and the Head of the Bureau of Experts.

And having reviewed the Commercial Court Law issued by High Order No. (32) dated 15/1/1350 AH.

And having reviewed the Labor and Workers Law issued by Royal Decree No. (M/21) dated 6/9/1389 AH.

And having reviewed Council of Ministers Resolution No. (58) dated 17/1/1383 AH.

And having reviewed the memorandum of the Bureau of Experts No. (40) dated 25/4/1403 AH.

Resolves:

First — Approval of the Arbitration Law in the attached form.

Second — Repeal of the arbitration provisions contained in the Commercial Court Law issued by High Order No. (32) dated 15/1/1350 AH.

Third — Preparation of a draft Royal Decree thereto, attached herewith.

Thus recorded,,,

Signature

Abdullah bin Abdulaziz

Deputy Prime Minister

Article One:

“It is permissible to agree to arbitration in an existing specific dispute, and it is also permissible to agree in advance to arbitration in any dispute arising from the execution of a specific contract.”

Article Two:

(Arbitration shall not be accepted in matters in which reconciliation is not permissible, and an agreement to arbitrate shall only be valid if made by a person having legal capacity to dispose).

Article Three:

(Governmental entities may not resort to arbitration to settle their disputes with others except after the approval of the Prime Minister. This provision may be amended by a resolution of the Council of Ministers).

Article Four:

(It is required that the arbitrator be experienced, of good conduct and behavior, and fully competent. If there is more than one arbitrator, their number must be odd).

Article Five:

(The disputing parties shall deposit the arbitration document with the authority originally competent to hear the dispute. This document must be signed by the parties, or their officially authorized representatives, and by the arbitrators. It must specify the subject matter of the dispute, the names of the parties, the names of the arbitrators and their acceptance to hear the dispute, and copies of the documents related to the dispute shall be attached thereto).

Article Six:

(The authority originally competent to hear the dispute shall register the arbitration requests submitted thereto and issue a decision approving the arbitration document).

Article Seven:

(If the parties have agreed to arbitration before the dispute arose, or if a decision approving the arbitration document has been issued in an existing dispute, then the subject matter of the dispute may not be considered except in accordance with the provisions of this law).

Article Eight:

(The clerk of the authority originally competent to hear the dispute shall undertake all notifications and announcements stipulated in this law).

Article Nine:

(The dispute must be decided within the period specified in the arbitration document unless it is agreed to extend it. If the parties do not specify a period for the award in the arbitration document, the arbitrators must issue their award within ninety days from the date of issuance of the decision approving the arbitration document. Otherwise, any party may refer the matter to the authority originally competent to hear the dispute, so that it may either decide the subject matter itself or extend the period for another duration).

Article Ten:

(If the parties do not appoint the arbitrators, or if one of the parties refuses to appoint the arbitrator or arbitrators whose appointment is required, or if one or more arbitrators refuse to act, withdraw, become unable to proceed with the arbitration, or are dismissed, and there is no special agreement between the parties, the authority originally competent to hear the dispute shall appoint the necessary arbitrators upon the request of any interested party seeking expedition. This shall take place in the presence of the other party or in its absence after being summoned to a session held for this purpose. The number of arbitrators appointed must equal or complete the number agreed upon by the parties, and the decision in this regard shall be final).

Article Eleven:

(The arbitrator may not be dismissed except by agreement of the parties. The dismissed arbitrator may claim compensation if he had commenced his duties before dismissal and the dismissal was not caused by him.

Likewise, the arbitrator may not be challenged except for reasons arising or appearing after the deposit of the arbitration document).

Article Twelve:

(The arbitrator shall be challenged for the same reasons for which a judge may be challenged. The request for challenge shall be submitted to the authority originally competent to hear the dispute within five days from the date the party is informed of the appointment of the arbitrator or from the date a reason for challenge appears or arises. The challenge request shall be decided after summoning the parties and the arbitrator whose challenge is requested to a hearing held for this purpose).

Article Thirteen:

(Arbitration shall not terminate upon the death of one of the parties. Rather, the period specified for issuing the award shall be extended for thirty days unless the arbitrators decide to extend the period for a longer duration).

Article Fourteen:

(If an arbitrator is appointed in place of a dismissed or withdrawing arbitrator, the period specified for issuing the award shall be extended for thirty days).

Article Fifteen:

(The arbitrators, by the majority through which the award is issued and by a reasoned decision, may extend the period specified for issuing the award due to circumstances relating to the subject matter of the dispute).

Article Sixteen:

(The award of the arbitrators shall be issued by majority vote, and if they are authorized to reconcile the parties, the award must be issued unanimously).

Article Seventeen:

(The award document must specifically include the arbitration document, a summary of the statements of the parties and their documents, the reasons for the award, its operative part, the date of issuance, and the signatures of the arbitrators. If one or more of them refuse to sign the award, this shall be recorded in the award document).

Article Eighteen:

(All awards issued by arbitrators, even if related to investigative procedures, must be deposited within five days with the authority originally competent to hear the dispute, and copies thereof must be delivered to the parties. The parties may submit objections to the awards issued by the arbitrators to the authority with which the award was deposited within fifteen days from the date they are notified of the arbitrators' awards; otherwise, the awards shall become final).

Article Nineteen:

(If the parties, or one of them, submit an objection to the arbitrators' award within the period stipulated in the previous article, the authority originally competent to hear the dispute shall consider the objection and decide either to reject it and issue an order for enforcement of the award, or to accept the objection and decide upon it).

Article Twenty:

(The arbitrators' award shall be enforceable once it becomes final, by order of the authority originally competent to hear the dispute. Such order shall be issued upon the request of an interested party after verification that nothing exists preventing its enforcement under Sharia).

Article Twenty-One:

(The award issued by the arbitrators, after issuance of the order for its enforcement according to the previous article, shall have the same force as a judgment issued by the authority that issued the enforcement order).

Article Twenty-Two:

(The fees of the arbitrators shall be determined by agreement of the parties, and any unpaid amounts shall be deposited within five days from the issuance of the decision approving the arbitration document with the authority originally competent to hear the dispute, and shall be paid within one week from the date of issuance of the enforcement order of the award).

Article Twenty-Three:

(If there is no agreement regarding the arbitrators' fees, and a dispute arises concerning them, the authority originally competent to hear the dispute shall decide the matter, and its judgment in this regard shall be final).

Article Twenty-Four:

(The decisions necessary for implementing this law shall be issued by the Prime Minister upon the proposal of the Minister of Justice, after agreement with the Minister of Commerce and the President of the Board of Grievances). ⁽¹⁾

Article Twenty-Five:

(This law shall be published in the Official Gazette and shall come into force thirty days after the date of its publication).

Third: Text of the Royal Decree Concerning the Arbitration Law, issued on 24/05/1433 AH (corresponding to 16 April 2012 AD).

Through analysis of these arbitration provisions, it becomes clear that the limits of independence, as previously explained, are according to the following limits:

1. The current Arbitration Law does not differ from the old Arbitration Law in its relationship with arbitration.
 2. We find that the current Arbitration Law imposes mandatory procedures, provisions, and rules in specified cases that must be followed and prohibits arbitrators and disputing parties from disregarding them, which...
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(1) Official Website of the Bureau of Experts at the Council of Ministers

<https://laws.boe.gov.sa/>

This makes arbitration obligatorily subordinate to the law, the regulatory authority, and the judicial authority in such cases.

3. At times, the law also contains supplementary provisions for arbitral tribunals, disputing parties, and the judiciary in other situations, thereby granting arbitration independence from the regulatory authority and the judicial authority in such cases.

The text of the Royal Decree for this law is as follows:

“In the Name of Allah, the Most Gracious, the Most Merciful

Royal Decree No. M/34 dated 24/5/1433 AH

With the help of Allah Almighty

We, Abdullah bin Abdulaziz Al Saud

King of the Kingdom of Saudi Arabia

Pursuant to Article (70) of the Basic Law of Governance issued by Royal Order No. (A/90) dated 27/8/1412 AH.

Pursuant to Article (20) of the Council of Ministers Law issued by Royal Order No. (A/13) dated 3/3/1414 AH.

Pursuant to Article (18) of the Shura Council Law issued by Royal Order No. (A/91) dated 27/8/1412 AH.

And after reviewing Shura Council Resolution No. (99/77) dated 21/2/1433 AH.

And after reviewing Council of Ministers Resolution No. (156) dated 17/5/1433 AH.

We hereby decree as follows:

First: Approval of the Arbitration Law in the attached form.

Second: The Deputy Prime Minister, the Ministers, and the heads of the relevant independent authorities — each within their respective jurisdiction — shall implement this Decree.

Abdullah bin Abdulaziz Al Saud

In the Name of Allah, the Most Gracious, the Most Merciful

Council of Ministers Resolution No. 156 dated 17/5/1433 AH

The Council of Ministers,

After reviewing the transaction received from the Royal Court No. 14981/M dated 6/3/1433 AH, including the letter of the Bureau of Experts at the Council of Ministers No. 516 dated 16/2/1431 AH, prepared pursuant to Paragraph (11) of Clause (13) of the organizational arrangements for the judiciary and dispute resolution bodies issued by Royal Order No. (A/14) dated 23/2/1426 AH, regarding which Shura Council Resolution No. (99/77) dated 21/2/1433 AH was issued.

And after reviewing Minutes No. (420) dated 12/10/1431 AH, No. (25) dated 27/1/1432 AH, and No. (204) dated 5/4/1433 AH, prepared by the Bureau of Experts at the Council of Ministers.

And after considering Shura Council Resolution No. (99/77) dated 21/2/1433 AH.

And after reviewing the recommendation of the General Committee of the Council of Ministers No. (339) dated 26/4/1433 AH.

Resolves as follows:

1 — Approval of the Arbitration Law in the attached form.

A draft Royal Decree has been prepared accordingly, the wording of which is attached hereto.

2 — The Ministry of Justice and the Ministry of Commerce and Industry — in coordination with the Supreme Judicial Council and other relevant authorities — shall prepare the draft executive regulations of this law and submit it to complete the required legal procedures in this regard.

Prime Minister

Article One:

(The following expressions mentioned in this law shall have the meanings assigned to them unless the context requires otherwise:

1 — Arbitration Agreement: An agreement between two or more parties to submit to arbitration all or some specified disputes that have arisen or may arise between them concerning a specific legal relationship, whether contractual or non-contractual, whether the arbitration agreement takes the form of an arbitration clause contained in a contract or an independent arbitration submission agreement.

2 — Arbitral Tribunal: The sole arbitrator or the panel of arbitrators that decides the dispute referred to arbitration.

3 — Competent Court: The court having jurisdiction under the law to decide disputes in which arbitration has been agreed upon).

Article Two:

(Without prejudice to the provisions of Islamic Sharia and the provisions of international agreements to which the Kingdom is a party, the provisions of this law shall apply to every arbitration, regardless of the nature of the legal relationship to which the dispute relates, if such arbitration takes place in the Kingdom, or if it is an international commercial arbitration conducted abroad and the parties agree to subject it to the provisions of this law).

The provisions of this law shall not apply to disputes relating to personal status matters and matters in which reconciliation is not permissible).

Article Three:

(Arbitration shall be deemed international under this law if the subject matter of the dispute relates to international commerce, in the following cases:

1 — If the principal place of business of each arbitration party is located in more than one state at the time of concluding the arbitration agreement. If one party has multiple places of business, the relevant place shall be the one most closely connected to the subject matter of the dispute. If one or both arbitration parties have no specified place of business, reference shall be made to the habitual place of residence.

2 — If the principal place of business of each arbitration party is located in the same state at the time of concluding the arbitration agreement, and one of the following places is situated outside that state:

A — The place where the arbitration proceedings are conducted, as designated by the arbitration agreement or indicated through the method of its determination.

B — The place of performance of a substantial part of the obligations arising from the commercial relationship between the parties.

C — The place most closely connected to the subject matter of the dispute.

3 — If the arbitration parties agree to resort to an organization, permanent arbitral institution, or arbitration center whose headquarters are located outside the Kingdom.

4 — If the subject matter of the dispute covered by the arbitration agreement is connected to more than one state).

Article Four:

(In cases where this law permits the arbitration parties to choose the procedure to be followed in a certain matter, such right shall include their right to authorize a third party to choose such procedure).

Such procedure, and “third party” in this regard shall include any individual, authority, organization, or arbitration center within or outside the Kingdom of Saudi Arabia).

Article Five:

(If the arbitration parties agree to subject their relationship to the provisions of any document (model contract, international convention, or otherwise), the provisions of such document shall apply, including any arbitration-related provisions contained therein, provided that this does not conflict with the provisions of Islamic Sharia).

Article Six:

(1 — If there is no specific agreement between the arbitration parties regarding notifications, the notification shall be delivered personally to the addressee — or his representative — or sent to his postal address specified in the contract subject of the dispute, or specified in the arbitration agreement, or in the document governing the relationship subject to arbitration.

2 — If delivery of the notification to the addressee pursuant to Paragraph (1) proves impossible, the notification shall then be sent by registered mail to the addressee’s last known place of business, habitual residence, or known postal address.

3 — The provisions of this article shall not apply to judicial notifications relating to actions for nullification of arbitral awards before the courts).

Article Seven:

(If one of the arbitration parties continues with the arbitration proceedings while knowing that a violation has occurred of a provision of this law that may be agreed to the contrary, or of a condition in the arbitration agreement, and does not object to such violation within the agreed period, or within...)

If no agreement exists, within thirty days from becoming aware of the violation, this shall be deemed a waiver of the right to object).

Article Eight:

(1 — Jurisdiction to hear actions for nullification of arbitral awards, and matters referred by this law to the competent court, shall belong to the Court of Appeal originally competent to hear the dispute.

2 — If the arbitration is an international commercial arbitration, whether conducted within or outside the Kingdom, jurisdiction shall belong to the Court of Appeal originally competent to hear the dispute in the city of Riyadh, unless the arbitration parties agree upon another Court of Appeal within the Kingdom).

Article Nine:

(1 — The arbitration agreement may precede the occurrence of the dispute, whether as an independent agreement or as a clause contained in a specific contract.

The arbitration agreement may also be concluded after the dispute has arisen, even if a lawsuit concerning the dispute has already been filed before the competent court. In such case, the agreement must specify the matters covered by arbitration; otherwise, the agreement shall be void.

2 — The arbitration agreement must be in writing; otherwise, it shall be void.

3 — The arbitration agreement shall be deemed written if it is contained in a document issued by the arbitration parties, or in exchanged documented correspondence, telegrams, or other electronic or written means of communication. A reference in a contract, or a referral therein to a document containing an arbitration clause, shall constitute an arbitration agreement. Likewise, any reference in a contract to the provisions of a model contract, an international convention, or any other document shall be deemed a written arbitration agreement...)

...contains an arbitration clause if the reference clearly considers such clause an integral part of the contract).

Article Ten:

(1 — An arbitration agreement shall only be valid if concluded by a person having the right to dispose of his rights, whether a natural person or a legal representative acting on behalf of another entity.

2 — Government entities may not agree to arbitration except after obtaining the approval of the Prime Minister, unless a specific legal provision permits otherwise).

Article Eleven:

(1 — A court before which a dispute is brought, concerning which an arbitration agreement exists, must rule that the case is inadmissible if the defendant invokes the arbitration agreement before making any claim or defense in the case.

2 — Filing the lawsuit referred to in the previous paragraph shall not prevent the commencement or continuation of arbitration proceedings, nor the issuance of the arbitral award).

Article Twelve:

(Subject to Paragraph (1) of Article Nine of this law, if the parties agree to arbitration while the dispute is being heard before the competent court, the court must order referral of the dispute to arbitration).

Article Thirteen:

(The arbitral tribunal shall consist of one or more arbitrators, provided that the number is odd; otherwise, the arbitration shall be void).

Article Fourteen:

(The arbitrator must satisfy the following conditions:

1 — He must have full legal capacity.

2 — He must be of good conduct and behavior.

3 — He must hold at least a university degree in Sharia sciences or legal studies. If the arbitral tribunal consists of more than one arbitrator, it shall be sufficient for this requirement to be fulfilled by the chairperson of the tribunal).

Article Fifteen:

(1 — The arbitration parties may agree on the selection of the arbitrators. If they fail to agree, the following shall apply:

A — If the arbitral tribunal consists of a sole arbitrator, the competent court shall appoint him.

B — If the arbitral tribunal consists of three arbitrators, each party shall appoint one arbitrator, and the two appointed arbitrators shall agree on the selection of the third arbitrator. If one party fails to appoint its arbitrator within fifteen days following receipt of a request from the other party to do so, or if the two appointed arbitrators fail to agree on the selection of the third arbitrator within fifteen days following the appointment of the latter of them, the competent court shall appoint the arbitrator upon the request of any interested party seeking expedition, within fifteen days from the date of submission of the request. The arbitrator selected by the two appointed arbitrators, or appointed by the competent court, shall preside over the arbitral tribunal. These provisions shall also apply where the arbitral tribunal consists of more than three arbitrators).

2 — If the arbitration parties do not agree on the procedures for selecting arbitrators, or if one party violates such procedures, or if the appointed arbitrators fail to agree on a matter requiring their agreement, or if a third party fails to perform the task entrusted to it in this regard, the competent court shall — upon the request of any interested party seeking expedition — undertake the required procedure or action, unless the agreement provides another method for completing such procedure or action.

3 — In selecting the arbitrator, the competent court shall observe the conditions stipulated by the parties' agreement, as well as the conditions required under this law, and shall issue its decision appointing the arbitrator within thirty days from the date of submission of the request.

4 — Without prejudice to the provisions of Articles Forty-Nine and Fifty of this law, the decision of the competent court appointing the arbitrator pursuant to Paragraphs (1) and (2) of this article shall not be independently appealable by any means of appeal).

Article Sixteen:

(1 — The arbitrator must have no interest in the dispute, and from the date of appointment and throughout the arbitration proceedings, he shall disclose in writing to the arbitration parties all circumstances that may give rise to justified doubts concerning his impartiality or independence, unless he had previously informed them thereof.

2 — The arbitrator shall be prohibited from hearing or deciding the case — even if no request is made by either arbitration party — in the same cases in which a judge is prohibited from hearing a case.

3 — An arbitrator may only be challenged if circumstances arise that create serious doubts regarding his impartiality or independence, or if he lacks qualifications agreed upon by the arbitration parties, without prejudice to the provisions of Article Fourteen of this law).

4 — Neither arbitration party may request the challenge of an arbitrator appointed by it, or in whose appointment it participated, except for reasons that became apparent after the appointment of such arbitrator).

Article Seventeen:

(1 — If there is no agreement between the arbitration parties regarding the procedures for challenging an arbitrator, the party requesting the challenge shall submit the request in writing to the arbitral tribunal, stating the reasons for the challenge within five days from the date on which the requesting party became aware of the constitution of the tribunal or of the circumstances justifying the challenge. If the challenged arbitrator does not withdraw, or if the other party does not agree to the challenge request within five days from the date of its submission, the arbitral tribunal shall decide the matter within fifteen days from the date of receipt thereof. If the challenge request is rejected, the requesting party may submit the matter to the competent court within thirty days, and the court's decision in this regard shall not be subject to appeal by any means of challenge.

2 — A challenge request shall not be accepted from a person who previously submitted a challenge request against the same arbitrator in the same arbitration for the same reasons.

3 — Submission of a challenge request before the arbitral tribunal shall suspend the arbitration proceedings, whereas appealing the arbitral tribunal's decision rejecting the challenge request shall not suspend the arbitration proceedings.

4 — If the arbitrator is removed — whether by the arbitral tribunal or by the competent court upon hearing the appeal — all arbitration proceedings already conducted, including the arbitral award, shall be deemed null and void).

Article Eighteen:

(1 — If the arbitrator becomes unable to perform his duties, fails to commence them, or ceases performing them in a manner causing unjustified delay in the arbitration proceedings, and the arbitration parties do not agree...)

If the parties do not agree on his dismissal, the competent court may dismiss him upon the request of either party, by a decision not subject to appeal by any means of challenge.

2 — Unless the arbitrator was appointed by the competent court, he may only be dismissed by agreement of the arbitration parties, without prejudice to Paragraph (1) of this article. The dismissed arbitrator may claim compensation if the dismissal did not occur for reasons attributable to him).

Article Nineteen:

(If the arbitrator's mandate terminates due to death, challenge, dismissal, withdrawal, incapacity, or any other reason, a replacement arbitrator must be appointed according to the same procedures followed in selecting the arbitrator whose mandate has terminated).

Article Twenty:

(1 — The arbitral tribunal shall decide objections relating to its jurisdiction, including objections based on the absence, lapse, invalidity, or non-applicability of the arbitration agreement to the subject matter of the dispute.

2 — Objections regarding the jurisdiction of the arbitral tribunal must be raised in accordance with the time limits referred to in Paragraph (2) of Article Thirty of this law.

The appointment of an arbitrator by either arbitration party, or participation in such appointment, shall not result in waiver of the right to raise any of these objections. However, an objection that the arbitration agreement does not cover matters raised by the other party during the proceedings must be raised immediately; otherwise, the right thereto shall lapse.

In all cases, the arbitral tribunal may accept a delayed objection if it considers the delay justified by an acceptable reason).

3 — The arbitral tribunal shall decide the objections referred to in Paragraph (1) of this article before deciding the merits of the dispute, and it may join such objections to the merits and decide both together. If the objection is rejected, it may only be challenged through an action for nullification of the arbitral award terminating the entire dispute, in accordance with Article Fifty-Four of this law).

Article Twenty-One:

(An arbitration clause contained in a contract shall be deemed an agreement independent from the other terms of the contract. The invalidity, rescission, or termination of the contract containing the arbitration clause shall not result in the invalidity of the arbitration clause itself, provided that such clause is valid in itself).

Article Twenty-Two:

(1 — The competent court may order interim or precautionary measures upon the request of either arbitration party before commencement of arbitration proceedings, or upon the request of the arbitral tribunal during the course of the proceedings. Such measures may be revoked in the same manner unless the arbitration parties agree otherwise.

2 — The competent court may, upon the request of the arbitral tribunal, issue an order for judicial delegation.

3 — The arbitral tribunal may request assistance from the relevant authority regarding arbitration procedures in such manner as the tribunal deems appropriate for the proper conduct of arbitration, such as summoning a witness or expert, ordering the production of a document or a copy thereof, inspecting such document, or otherwise, without prejudice to the arbitral tribunal's right to undertake such measures independently).

Article Twenty-Three:

(1 — The arbitration parties may agree that the arbitral tribunal — upon the request of either party — may order either of them to take such interim or precautionary measures as the nature of the dispute requires. The arbitral tribunal may require the party requesting such measures to provide appropriate financial security for the implementation of such measure.

2 — If the party against whom the order is issued fails to comply, the arbitral tribunal may, upon the request of the other party, authorize that party to take the necessary measures for implementation, without prejudice to the right of the tribunal or the other party to request the competent authority to compel compliance with the order).

Article Twenty-Four:

(1 — Upon appointing an arbitrator, a separate contract must be concluded with him specifying his fees, and a copy of the contract shall be deposited with the authority designated by the executive regulations of this law.

2 — If the arbitration parties and the arbitrators fail to agree on the arbitrators' fees, the competent court shall determine them by a decision not subject to appeal by any means of challenge. If the arbitrators are appointed by the competent court, the court shall also determine their fees. (Amendment to the article: Paragraph (1) of this article was deleted pursuant to Royal Decree No. (M/8) dated 11/1/1443 AH).

Article Twenty-Five:

(1 — The arbitration parties may agree on the procedures to be followed by the arbitral tribunal, including their right to subject such procedures to the applicable rules of any organization, institution, or...)

...arbitration center within or outside the Kingdom, provided that such rules do not conflict with the provisions of Islamic Sharia.

2 — If no such agreement exists, the arbitral tribunal may, subject to the provisions of Islamic Sharia and this law, choose the arbitration procedures it deems appropriate).

Article Twenty-Six:

(Arbitration proceedings shall commence on the day one arbitration party receives the request for arbitration from the other party, unless the arbitration parties agree otherwise).

Article Twenty-Seven:

(The arbitration parties shall be treated equally, and each shall be given a full and equal opportunity to present its claim or defense).

Article Twenty-Eight:

(The arbitration parties may agree on the seat of arbitration within or outside the Kingdom. If no agreement exists, the arbitral tribunal shall determine the seat of arbitration while taking into consideration the circumstances of the case and the convenience of the parties. This shall not prejudice the authority of the arbitral tribunal to convene in any place it deems appropriate for deliberation among its members, hearing witnesses, experts, or the parties to the dispute, inspecting the subject matter of the dispute, or examining or reviewing documents).

Article Twenty-Nine:

(1 — Arbitration shall be conducted in the Arabic language unless the arbitral tribunal decides, or the arbitration parties agree, on another language or languages. Such agreement or decision shall apply to the language of written submissions, memoranda, oral pleadings, as well as every decision issued by the arbitral tribunal...).

...arbitration, any communication it issues, or any award it renders, unless otherwise provided by the agreement of the parties or the decision of the arbitral tribunal.

2 — The arbitral tribunal may decide that all or some written documents submitted in the proceedings shall be accompanied by a translation into the language or languages used in the arbitration. Where multiple languages are used, the tribunal may limit the translation to certain languages only).

Article Thirty:

(1 — Within the period agreed upon by the parties, or determined by the arbitral tribunal, the claimant shall send to the respondent and to each arbitrator a written statement of claim including the claimant's name and address, the respondent's name and address, an explanation of the facts of the case, the relief sought, the legal basis thereof, and any other matter required by the parties' agreement to be included in such statement.

2 — Within the period agreed upon by the parties, or determined by the arbitral tribunal, the respondent shall send to the claimant and to each arbitrator a written statement of defense responding to the statement of claim. The respondent may include in such response any request connected with the subject matter of the dispute, or invoke any right arising for the purpose of set-off, even at a later stage of the proceedings if the arbitral tribunal considers the circumstances justify the delay.

3 — Each party may attach to the statement of claim or the statement of defense, as the case may be, copies of the documents upon which it relies, and may refer to all documents or evidence it intends to submit. This shall not prejudice the right of the arbitral tribunal, at any stage of the proceedings, to request the originals or copies of the documents or records relied upon by either party).

Article Thirty-One:

(A copy of all memoranda, documents, or other papers submitted by one party to the arbitral tribunal shall be sent to the other party. Likewise, each party shall receive a copy of all expert reports, documents, and other evidence submitted to the tribunal that may be relied upon by the arbitral tribunal in rendering its award).

Article Thirty-Two:

(Each arbitration party may amend or supplement its claims or defenses during the arbitration proceedings unless the arbitral tribunal decides not to permit such amendment in order to prevent delay in resolving the dispute).

Article Thirty-Three:

(1 — The arbitral tribunal shall hold hearings to enable each party to explain the subject matter of the dispute and present its arguments and evidence. The tribunal may suffice with written memoranda and documents unless the arbitration parties agree otherwise.

2 — The arbitration parties must be notified at their registered addresses with the arbitral tribunal of the date of any oral hearing, the date of pronouncement of the award, and any meeting of the arbitral tribunal for the purpose of inspecting the subject matter of the dispute, other property, or examining documents, sufficiently in advance of such meeting.

3 — The arbitral tribunal shall record a summary of the proceedings in minutes signed by the witnesses, experts, attending parties or their representatives, and the members of the arbitral tribunal. A copy thereof shall be delivered to each party unless the arbitration parties agree otherwise).

Article Thirty-Four:

(1 — If the claimant fails, without acceptable excuse, to submit a written statement of claim in accordance with Paragraph (1) of Article Thirty of this law, the arbitral tribunal shall terminate the arbitration proceedings unless the arbitration parties agree otherwise.

2 — If the respondent fails to submit a written statement of defense in accordance with Paragraph (2) of Article Thirty of this law, the arbitral tribunal shall continue the arbitration proceedings unless the arbitration parties agree otherwise).

Article Thirty-Five:

(If one of the parties fails to attend a hearing after being duly notified, or fails to submit the requested documents, the arbitral tribunal may continue the arbitration proceedings and issue an award based on the evidence available before it).

Article Thirty-Six:

(1 — The arbitral tribunal may appoint one or more experts to submit a written or oral report, which shall be recorded in the hearing minutes, concerning specific matters determined by the tribunal through its decision, and both parties shall be notified thereof unless they agree otherwise.

2 — Each party shall provide the expert with information relating to the dispute and enable the expert to inspect and examine any documents, goods, or other property related to the dispute that the expert requests. The arbitral tribunal shall decide any dispute arising between the expert and either party in this regard by a decision not subject to appeal by any means of challenge.

3 — The arbitral tribunal shall send a copy of the expert's report to each party immediately upon its deposit with the tribunal and shall provide each party the opportunity to comment thereon. Both parties shall have the right to review the documents...).

...upon which the expert relied in preparing and examining the report, and the expert shall issue the final report after reviewing the comments made by the arbitration parties thereon.

4 — After submission of the expert report, the arbitral tribunal may, on its own initiative or upon the request of either arbitration party, decide to hold a hearing to hear the expert's testimony, while giving both parties the opportunity to hear and examine the expert regarding matters contained in the report).

Article Thirty-Seven:

(If, during the arbitration proceedings, an issue arises outside the jurisdiction of the arbitral tribunal, or if forgery of a submitted document is alleged, or criminal proceedings are initiated concerning such forgery or another criminal act, the arbitral tribunal may continue hearing the dispute if it considers that determination of such issue, forgery, or criminal act is not necessary for deciding the subject matter of the dispute; otherwise, the proceedings shall be suspended until a final judgment is issued in this regard. Consequently, the time limit prescribed for issuing the arbitral award shall also be suspended).

Article Thirty-Eight:

(1 — Subject to compliance with the provisions of Islamic Sharia and public order in the Kingdom, the arbitral tribunal shall, while hearing the dispute, do the following:

A — Apply the rules agreed upon by the arbitration parties to the subject matter of the dispute. If the parties agree to apply the law of a particular state, the substantive rules thereof shall apply, excluding conflict-of-laws rules, unless otherwise agreed.

B — If the arbitration parties fail to agree on the legal rules applicable to the subject matter of the dispute, the arbitral tribunal shall apply the substantive rules of the legal system it considers most closely connected to the subject matter of the dispute).

C — In deciding the subject matter of the dispute, the arbitral tribunal must take into consideration the terms of the contract subject of the dispute, the prevailing customs and usages applicable to the nature of the transaction, and the course of dealings between the parties.

2 — If the arbitration parties expressly agree to authorize the arbitral tribunal to settle amicably, the tribunal may decide the dispute in accordance with principles of justice and equity).

Article Thirty-Nine:

(1 — The award of an arbitral tribunal composed of more than one arbitrator shall be issued by majority vote following confidential deliberations.

2 — If the members of the arbitral tribunal hold differing opinions and no majority can be reached, an umpire arbitrator may be appointed within fifteen days from the date it becomes impossible to obtain a majority; otherwise, the competent court shall appoint the umpire arbitrator.

3 — Decisions on procedural matters may be issued by the presiding arbitrator if the arbitration parties authorize this in writing, or if all members of the arbitral tribunal authorize him, unless the arbitration parties agree otherwise.

4 — If the arbitral tribunal is authorized to settle amicably, the award must be issued unanimously.

5 — The arbitral tribunal may issue interim awards or awards on part of the claims before issuing the final award terminating the entire dispute, unless the arbitration parties agree otherwise).

Article Forty:

(1 — The arbitral tribunal shall issue the final award terminating the entire dispute within the period agreed upon by the arbitration parties. If no such agreement exists, the award must be issued within twelve months from the commencement date of the arbitration proceedings.

2 — In all cases, the arbitral tribunal may decide to extend the arbitration period, provided that such extension does not exceed six months unless the arbitration parties agree on a longer period.

3 — If the arbitral award is not issued within the period referred to in the preceding paragraph, either arbitration party may request the competent court to issue an order granting an additional period or terminating the arbitration proceedings, and either party may then file its claim before the competent court.

4 — If an arbitrator is replaced pursuant to the provisions of this law, the prescribed time limit for issuing the award shall be extended by thirty days).

Article Forty-One:

(1 — Arbitration proceedings shall terminate upon issuance of the final award terminating the dispute, or by a decision of the arbitral tribunal terminating the proceedings in the following cases:

A — If the arbitration parties agree to terminate the arbitration.

B — If the claimant abandons the arbitration proceedings, unless the arbitral tribunal — upon the request of the respondent — determines that the respondent has a legitimate interest in continuing the proceedings until the dispute is resolved.

C — If the arbitral tribunal considers, for any other reason, that continuation of the arbitration proceedings has become futile or impossible.

D — Issuance of an order terminating the arbitration proceedings pursuant to Paragraph (1) of Article Thirty-Four of this law.

2 — Arbitration proceedings shall not terminate upon the death of either arbitration party or the loss of legal capacity thereof — unless the person having standing in the dispute agrees with the other party to terminate the proceedings — however, the prescribed time limit...).

...for arbitration shall be extended by thirty days unless the arbitral tribunal decides to extend it for a similar period, or unless the arbitration parties agree otherwise.

3 — Subject to the provisions of Articles Forty-Nine, Fifty, and Fifty-One of this law, the mandate of the arbitral tribunal shall terminate upon termination of the arbitration proceedings).

Article Forty-Two:

(1 — The arbitral award shall be issued in writing, shall state the reasons upon which it is based, and shall be signed by the arbitrators. If the arbitral tribunal consists of more than one arbitrator, the signatures of the majority of arbitrators shall suffice, provided that the reasons for the absence of the minority's signature are recorded in the case minutes.

2 — The arbitral award must include the date of issuance, the place of issuance, the names and addresses of the parties, the names, addresses, nationalities, and capacities of the arbitrators, a summary of the arbitration agreement, a summary of the statements, claims, pleadings, and documents submitted by the arbitration parties, a summary of the expert report, if any, the operative part of the award, the arbitrators' fees, the arbitration costs, and the manner of allocation thereof between the parties, without prejudice to the provisions of Article Twenty-Four of this law).

Article Forty-Three:

(1 — The arbitral tribunal shall deliver to each arbitration party a true copy of the arbitral award within fifteen days from the date of issuance thereof.

2 — The arbitral award, or any part thereof, may not be published except with the written consent of the arbitration parties).

Article Forty-Four:

(The arbitral tribunal shall deposit the original award, or a signed copy thereof in the language in which it was issued, with the competent court within the period specified in Paragraph (1) of Article...).

(Article Forty-Three) of this law, together with an Arabic translation certified by an accredited authority if the award was issued in a foreign language).

Article Forty-Five:

(If the arbitration parties agree during the arbitration proceedings on a settlement terminating the dispute, they may request that the terms of settlement be recorded before the arbitral tribunal, which shall, in such case, issue an award incorporating the settlement terms and terminating the proceedings. Such award shall have the same enforceability as arbitral awards).

Article Forty-Six:

(1 — Either arbitration party may request the arbitral tribunal, within thirty days following receipt of the arbitral award, to interpret any ambiguity contained in the operative part thereof. The requesting party must notify the other party at the address stated in the arbitral award of such request before submitting it to the arbitral tribunal.

2 — The interpretation shall be issued in writing within thirty days following the submission date of the interpretation request to the arbitral tribunal.

3 — The interpretation award shall be deemed supplementary to the arbitral award it interprets and shall be subject to the same provisions applicable thereto).

Article Forty-Seven:

(1 — The arbitral tribunal shall correct any purely clerical or computational errors contained in its award by a decision issued either on its own initiative or upon the request of one of the parties. The arbitral tribunal shall make such correction without pleadings within fifteen days following the date of issuance of the award or the filing date of the correction request, as the case may be.

2 — The correction decision shall be issued in writing by the arbitral tribunal and notified to the arbitration parties within fifteen days from the date of issuance. If the arbitral tribunal exceeds its authority in making the correction, the invalidity of such decision may be challenged through an action for nullification subject to the provisions of Articles Fifty and Fifty-One of this Law).

Article Forty-Eight:

(1 — Either arbitration party may, even after expiry of the arbitration period, request the arbitral tribunal within thirty days following receipt of the arbitral award to issue an additional arbitral award regarding claims submitted during the proceedings but omitted from the arbitral award. The requesting party must notify the other party at the address stated in the arbitral award of such request before submitting it to the arbitral tribunal.

2 — The arbitral tribunal shall issue its award within sixty days from the date of submission of the request, and it may extend such period by an additional thirty days if deemed necessary).

Article Forty-Nine:

(Arbitral awards issued pursuant to the provisions of this Law shall not be subject to appeal by any means of challenge except through an action for nullification of the arbitral award in accordance with the provisions set forth in this Law).

Article Fifty:

(1 — An action for nullification of an arbitral award shall not be admissible except in the following cases:

A — If no arbitration agreement exists, or if such agreement is void, voidable, or has expired by lapse of its term.

B — If either party to the arbitration agreement lacked or had diminished legal capacity at the time of concluding the agreement, according to the law governing such capacity.

C — If either arbitration party was unable to present its defense due to improper notification of the appointment of an arbitrator or of the arbitration proceedings, or for any other reason beyond its control.

D — If the arbitral award excluded the application of any legal rules agreed upon by the arbitration parties to govern the subject matter of the dispute.

E — If the arbitral tribunal was constituted, or the arbitrators were appointed, in a manner contrary to this Law or to the agreement of the parties.

F — If the arbitral award decided matters not covered by the arbitration agreement. However, where the portions of the award relating to matters subject to arbitration can be separated from those relating to matters not subject thereto, nullification shall apply only to the non-arbitrable portions.

G — If the arbitral tribunal failed to observe the conditions required for the award in a manner affecting its substance, or if the award was based upon invalid arbitration procedures that affected it.

2 — The competent court hearing the nullification action shall, on its own motion, nullify the arbitral award if it contains anything contrary to the provisions of Islamic Sharia, public order in the Kingdom, or the agreement of the arbitration parties, or if the court finds that the subject matter of the dispute concerns matters not capable of settlement by arbitration under this Law.

3 — The arbitration agreement shall not expire by virtue of the competent court issuing a judgment nullifying the arbitral award, unless the arbitration parties have agreed otherwise, or unless the judgment expressly provides for the nullification of the arbitration agreement.

4 — The competent court shall hear the nullification action in the cases referred to in this Article without examining the facts or merits of the dispute).

Article Fifty-One:

(1 — An action for nullification of the arbitral award may be filed by either arbitration party within sixty days following the date on which that party is notified of the award. A prior waiver by the claimant of the right to bring such action before issuance of the arbitral award shall not prevent the action from being admissible.

2 — If the competent court rules to uphold the arbitral award, it shall order its enforcement, and such judgment shall not be subject to appeal by any means of challenge. However, if the court rules to nullify the arbitral award, its judgment may be appealed within thirty days from the day following notification thereof).

Article Fifty-Two:

(Subject to the provisions set forth in this Law, an arbitral award issued pursuant to this Law shall have the authority of res judicata and shall be enforceable).

Article Fifty-Three:

(The competent court, or its delegate, shall issue an order for enforcement of the arbitral award. The application for enforcement shall be accompanied by the following:

1 — The original arbitral award or a certified copy thereof.

2 — A true copy of the arbitration agreement.

3 — A certified Arabic translation of the arbitral award issued by an accredited authority, if the award was issued in another language.

4 — Proof of deposit of the arbitral award with the competent court in accordance with Article Forty-Four of this Law).

Article Fifty-Four:

(The filing of an action for nullification shall not result in suspension of enforcement of the arbitral award. However, the competent court may order suspension of enforcement if the claimant in the nullification action requests such suspension in the statement of claim and the request is based on serious grounds. The competent court shall decide the request for suspension of enforcement within fifteen days from the date of filing the request. If the court orders suspension of enforcement, it may require the provision of a guarantee or financial security. Where the court orders suspension of enforcement, it shall decide the nullification action within one hundred and eighty days from the date of issuance of such order).

Article Fifty-Five:

(1 — An application for enforcement of the arbitral award shall not be admissible unless the time limit for filing an action for nullification of the award has expired.

2 — An order for enforcement of the arbitral award pursuant to this Law may not be issued until verification of the following:

A — That the award does not conflict with a judgment or decision issued by a court, committee, or authority having jurisdiction over the subject matter of the dispute in the Kingdom of Saudi Arabia.

B — That the award does not contain anything contrary to the provisions of Islamic Sharia or public order in the Kingdom. If the award can be severed in respect of the offending parts, enforcement may be ordered for the remaining non-offending parts.

C — That the award has been duly notified to the party against whom it was rendered.

3 — No grievance or appeal may be filed against the order issued for enforcement of the arbitral award. However, an order refusing enforcement may be challenged before the competent authority within thirty days from the date of issuance thereof).

Article Fifty-Six:

(The Council of Ministers shall issue the Implementing Regulations of this Law).

Article Fifty-Seven:

(This Law shall replace the Arbitration Law issued pursuant to Royal Decree No. (M/46) dated 12/7/1403 AH).

Article Fifty-Eight:

(This Law shall come into force thirty days after the date of its publication in the Official Gazette). ⁽¹⁾

(1) Official Website of the Bureau of Experts at the Council of Ministers
<https://laws.boe.gov.sa/>

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