

**Federal Law No. (6) of 2018**  
**Concerning Arbitration**

**We, Khalifa Bin Zayed Al Nahyan, President of the United Arab Emirates,**

- Having reviewed the Constitution; and
- Federal Law No. (1) of 1972, Concerning the Competences of the Ministries and the Powers of the Ministers, as amended; and
- Federal Law No. (3) of 1983, Concerning Judicial Authority, as amended; and
- Federal Law No. (5) of 1985, Promulgating the Civil Code, as amended; and
- Federal Law No. (3) of 1987, Promulgating the Penal Code, as amended; and
- Federal Law No. (23) of 1991, Regulating the Legal Profession, as amended; and
- Federal Law No. (10) of 1992, Promulgating the Law of Evidence in Civil and Commercial Transactions, as amended; and
- Federal Law No. (11) of 1992, Promulgating the Civil Procedure Code, as amended; and
- Federal Law No. (35) of 1992, Promulgating the Criminal Procedure Code, as amended; and
- Federal Law No. (18) of 1993, Concerning Commercial Transactions; and
- Federal Law No. (1) of 2006, Concerning Electronic Transactions and Commerce Law; and
- Federal Law No. (6) of 2012, Regulating the Translation Profession; and
- Federal Law No. (7) of 2012, Regulating the Profession of Experts Before Judicial Authorities; and
- Federal Law No. (2) of 2015, Concerning Commercial Companies, as amended; and
- Based upon the proposal submitted by the Minister of Economy, as approved by the Cabinet and the Federal National Council and as ratified by the Federal Supreme Council,

**Hereby enact the following Law:**

# Chapter One

## Definitions and Applicability

### Definitions

#### Article (1)

For the purposes of this Law, the following words and expressions shall bear the meanings assigned to them respectively, unless the context requires otherwise:

- State** : United Arab Emirates.
- Arbitration** : A method regulated by the law through which a dispute between two or more parties is adjudicated under a binding award rendered by the Arbitral Tribunal as agreed by the parties.
- Arbitration Agreement** : The agreement of the parties to submit to Arbitration, whether such Agreement is made before or after the dispute.
- Arbitral Tribunal** : The tribunal composed of a sole arbitrator or a number of arbitrators for the purpose of adjudicating the dispute under arbitration.
- Court** : The federal or local court of appeal which is agreed by the parties or within the jurisdiction of which arbitration falls.
- Arbitral Entity** : An entity or a center established for the purpose of regulating the arbitral proceedings.
- Delegated Person** : Any natural or legal person to whom the parties agreed to grant any of the powers prescribed in accordance with this Law.
- Concerned Body** : The body delegated for arbitration or the Court.
- Parties** : The claimant and the respondent whatever their number.
- Claimant** : The party which requests to initiate the arbitral proceedings.
- Respondent** : The party against which the claimant initiates arbitral proceedings.

## **Applicability**

### **Article (2)**

The provisions of this Law shall apply to:

1. Any arbitration conducted inside the State, unless its parties agree to subject it to the provisions of another arbitration law, provided that it does not conflict with the public order and public morals of the State.
2. Any International Commercial Arbitration conducted abroad, the parties to which agree to subject it to the provisions of this Law.
3. Any Arbitration arising out of a dispute concerning a legal relationship of a contractual or non-contractual nature, regulated by the laws in force in the State, except as expressly excluded by a special provision.

## **International Character of Arbitration**

### **Article (3)**

The Arbitration shall be considered international arbitration, even if it is conducted inside the State, in any of the following cases:

1. If the parties to Arbitration have their principal place of business in two or more different countries at the time of conclusion of the Arbitration Agreement. However, if one of the parties has several principal places of business, the place which is very much relevant to the subject matter of the Arbitration Agreement shall be taken into consideration. If one of the parties to Arbitration does not have a principal place of business, his usual place of residence shall be taken into consideration.
2. If one of the following places is located outside the country in which the principal place of business of any of the parties exists:
  - a. The venue of Arbitration as determined by or pursuant to the Arbitration Agreement;
  - b. Any place where a substantial part of the obligations arising from the commercial relationships between the parties is implemented; or the place most relevant to the subject matter of the dispute.

3. If the subject matter of the dispute covered by the Arbitration Agreement is connected to more than one country;
4. If the parties have expressly agreed that the subject matter of the Arbitration Agreement is connected to more than one country.

## **Chapter Two**

### **Arbitration Agreement**

#### **Capacity to Agree on Arbitration**

##### **Article (4)**

1. Only the natural person, who has the capacity to exercise its rights, or the representative of the legal person, who is authorized to conclude the agreement on arbitration, may enter into an agreement on arbitration, otherwise the agreement shall be null and void.
2. The agreement on arbitration may not be concluded with respect to the matters where conciliation is not allowed.
3. In the cases in which this Law permits the parties to opt for the procedure to be followed to decide on a specific matter, any of the parties may authorize a third party to choose or decide on such procedure. Within the meaning of this Article, each natural person or Arbitral Entity based either inside or outside the State shall be deemed as a third party .
4. Unless otherwise agreed by the parties, the Arbitration Agreement shall not be terminated or expired by the demise of one of the parties. It may be executed by or against the legal successor of such party.

#### **Forms of the Arbitration Agreement**

##### **Article (5)**

1. The Arbitration Agreement may be concluded prior to the occurrence of the dispute, whether in the form of a separate agreement or a clause in a specific contract, concerning all or certain disputes which may arise between the parties.

2. The Arbitration Agreement may also be concluded after the dispute has arisen, even if an action is instituted before any court. In such case, the Agreement shall specify the issues subject to Arbitration.
3. Any reference made in a contract any other document containing an arbitration clause shall be considered an agreement on arbitration, provided that the said reference is clear in treating such clause as an integral part of the contract.

## **Separability of the Arbitration Agreement**

### **Article (6)**

1. The Arbitration Agreement shall be treated as separate from the other conditions provided for in the contract. The nullity, rescission or termination of the contract shall not have any effect on the Arbitration Agreement included in that contract if the said agreement is valid per se, unless the matter is pertaining to the lack of the legal capacity of one of the parties.
2. Claiming the nullity, rescission or termination of the contract containing the Arbitration Agreement shall not entail the suspension of the arbitral proceedings and the Arbitral Tribunal may decide on the validity of such contract.

## **Writing of the Arbitration Agreement**

### **Article (7)**

1. The Arbitration Agreement shall be in writing; otherwise it shall be null and void.
2. The Arbitration Agreement shall be deemed to have met the writing requirement in the following cases:
  - a. If it is included in an instrument signed by the parties or in the letters or other means of written communications between the parties, or made by an email in accordance with the regulations in force in the State governing the electronic transactions;
  - b. If reference is made in a written contract to provisions of a model contract, an international agreement, or any other document that includes an arbitration clause and the said reference is clear in treating such clause as an integral part of the contract;

- c. If an agreement to resort to arbitration is reached while the dispute is being heard by a competent court, the court shall render its ruling to confirm the arbitration agreement, to grant the litigants the right to initiate the arbitration proceedings at the specific place and time and under the clauses governing the same, and to dismiss the action; and
- d. If it is included in the written submissions exchanged between the parties during the arbitral proceedings or it is acknowledged before the court, where one of the parties requests to refer the dispute to arbitration and the other party does not object to the same in its reply.

## **Decision on the Dispute Covered by the Arbitration Agreement**

### **Article (8)**

1. The court, to which a dispute covered by an Arbitration Agreement is referred, shall dismiss the action, if the Respondent moves to dismiss the same before making any motion or plea on the subject matter of the action, unless the court finds that the Arbitration Agreement is void, or unenforceable.
2. Institution of the action referred to in the foregoing clause shall not preclude the commencement or continuation of the arbitral proceedings or rendering of the arbitral award.

## **Chapter Three**

### **Arbitral Tribunal**

#### **Formation of the Arbitral Tribunal**

### **Article (9)**

1. The Arbitral Tribunal shall be constituted, on the basis of an agreement between the parties, of one or more arbitrators. Failing such agreement, the number of arbitrators shall be three, unless otherwise deemed by the body concerned.
2. Where there are several arbitrators, their number shall be odd; otherwise, the arbitration shall be null and void.

## **Conditions to be Met by the Arbitrators**

### **Article (10)**

1. In addition to the requirements agreed upon by the parties, the arbitrator shall meet the following:
  - a. Shall be a natural person who is not a minor, interdict, or deprived of his or her civic rights for being declared bankrupt, unless he or she has been rehabilitated, or for having been convicted in a felony or misdemeanor involving breach of honor or trust, even he or she has been rehabilitated.
  - b. Shall not be a member of the board of trustees or executive management or administrative apparatus of the arbitration institution competent with organizing the arbitral case in the State.
  - c. Shall not have direct relationship with any of the parties to the arbitration dispute that impact his impartiality, integrity, or independence.
2. The Arbitrator is not required to be of a given gender or nationality, unless otherwise agreed upon between the parties to the Arbitration or provided for by law.
3. Any person nominated to be an arbitrator shall disclose in writing any circumstances which are likely to cast doubts on his or her impartiality or independence. Upon acceptance and throughout the arbitral proceedings, he or she shall immediately notify the parties and all the arbitrators of the occurrence of any circumstance that is likely to cast doubts on his or her impartiality or independence, unless he or she has previously advised them of such circumstance.

## **Conditions to be met by an Arbitrator from Members of Supervisory or Controlling Bodies at the Competent Arbitration Institution**

### **Article (10) BIS**

1. With exception to the provisions of clause (B.1) of Article (10) of this Decree by Law, the Parties may appoint an arbitrator from board of directors, boards of trustees, or those of the similar status, of the supervisory or controlling bodies at the arbitration institution competent with administration of the arbitral case, if the following conditions are met:

- a. The regulations of the arbitration institution competent with the administration of the arbitral case does not prohibit it.
- b. The arbitration institution competent with the administration of the arbitral case shall have governance regulations special for regulating the work of the mentioned arbitrator in a manner that ensures the segregation of duties and impartiality, prevents conflict of interests or preferential advantage of the said member compared to their counterparts, and which regulates the mechanism of appointment, dismissal, and withdrawal of the arbitration if any of the determined conditions – in this regard – are met.
- c. The arbitrator shall not be member or the president of the arbitral tribunal.
- d. The parties to the arbitration case shall declare, in writing, their knowledge of the arbitrator's membership in the board of directors, board of trustees, or the supervisory or controlling bodies at the arbitral institution competent with the administration of the arbitral case in the State, and they don't have any objection or reservation to such appointment.
- e. The competent arbitration institution shall have a special mechanism for the safe reporting on the violations committed by arbitrators.
- f. The number of arbitral cases to which the arbitration is a member shall not exceed (5) cases per year.
- g. The arbitrator shall submit a written letter undertaking the following:
  1. To refrain from exploiting his capacity in a manner that creates a conflict of interests or leads to him obtaining or enjoying a preferential advantage or interest compared to his counterparts.
  2. Refrain from participating, deliberating, perusing, voting, attending meetings, or influencing in any way the proceedings of arbitration during the period of his appointment as arbitrator while he is a member of the board of directors, board of trustees, or those of a similar status of supervisory or controlling bodies at the arbitration institution competent with the administration of the arbitral case.
- h. Any other conditions or requirements determined by the competent arbitration institution.



2. The violation of the conditions referred to in this Article shall result in the invalidity of the arbitral award issued in the arbitration case and in the right of the parties to claim any civil damages from the competent arbitration institution and the violating arbitrator in accordance with the applicable legislation in the State.

## **Method of Selection of the Arbitral Tribunal**

### **Article (11)**

1. The parties to Arbitration may agree on the procedures to be followed to appoint the Arbitrator(s), and on the time and method of appointment.
2. If the arbitral tribunal is composed of a sole arbitrator and the parties fail to agree on the Arbitrator within (15) fifteen days from the date of submission of a written request from one of the parties to inform the other party of the same, the body concerned shall appoint such arbitrator, at the request of any of the parties. Such decision shall not be subject to challenge by any way of challenge, without prejudice to the provisions of Article (14) of this Law.
3. If the arbitral tribunal is composed of three arbitrators, each party shall nominate one arbitrator. The two arbitrators thus appointed shall nominate the third arbitrator. If one of the parties fails to nominate its arbitrator within fifteen (15) days following the receipt of a request made by the other party, or if both the appointed arbitrators fail to agree on the selection of a third arbitrator within fifteen (15) days following the date of appointment of the latter of them, the body concerned shall appoint such third arbitrator on an expedited basis upon a request made by one of the parties. Such decision shall not be subject to challenge by any way of challenge, without prejudice to the provisions of Article (14) of this Law.
4. The body concerned shall take into consideration, in the arbitrator nominated thereby, the requirements set by this Law and the requirements agreed upon by the parties in order to ensure the appointment of an independent and impartial arbitrator.
5. In cases where the delegated person fails to appoint an arbitrator in accordance with the procedures determined upon the agreement of the parties or in accordance with the provisions of this Law in case of failure to reach an agreement,

any of the parties may request from the court to take the necessary action in order to complete the formation and appointment of the members of the Arbitral Tribunal. The award of the court in this regard shall not be subject to challenge by any way of challenge.

6. If an application for appointment of an arbitrator is submitted to the body concerned, the applicant shall send a copy of such application at the same time to the other parties and to any arbitrator previously appointed in the same dispute. The application shall briefly refer to the subject matter of the dispute and any requirements required by the Arbitration Agreement to be met in the arbitrator to be appointed and all steps taken to appoint any other member in the Arbitral Tribunal.
7. The third arbitrator appointed in accordance with the provisions of this Article shall act as the presiding arbitrator of the Arbitral Tribunal. Such provision shall apply in case of comprising the Arbitral Tribunal of more than three arbitrators.
8. The court may, at the request of any of the parties, request from any arbitral entity in the State to provide it with a list of the persons specialized in the field of arbitration so that the court appoints one of them, after the requesting party pays the fees prescribed in the arbitral entity. Such fees shall be deemed part of the arbitration costs.

## **Issuance of Decisions in the Arbitral Proceedings**

### **Article (12)**

Any decision in the arbitral proceedings where there is more than one arbitrator shall be taken by a majority of the members of the Arbitral Tribunal, unless otherwise agreed by the parties, provided that the decisions on the procedural matters are issued by the presiding arbitrator if he is so authorized by the parties or the other members of the Arbitral Tribunal.

## **Breach of the Procedures for Nomination of the Arbitral Tribunal**

### **Article (13)**

If one of the parties to Arbitration breaches the procedures for nomination of the arbitrators as agreed upon between them; if both of them fail to agree on such procedures; if both the appointed arbitrators fail to arrive to an agreement with regard to an issue which requires their agreement; or if the third party, including the delegated person, fails to carry out the responsibility assigned thereto in this regard, the court shall, at the request of one of the parties, carry out the required procedure, unless the agreement stipulates some other mode for the completion of this procedure. Such decision shall not be subject to challenge by any way of challenge whatsoever.

## **Disqualification of Arbitrators**

### **Article (14)**

1. An arbitrator may be disqualified only if circumstances that give rise to serious doubts regarding his impartiality or independence exist, or if it is proven that the conditions agreed upon by the parties or prescribed by this Law are not satisfied.
2. A party to Arbitration may request to disqualify the arbitrator appointed or co-appointed thereby only for reasons of which it becomes aware after the appointment has been made.
3. A request for disqualification may not be accepted from a party who has previously submitted a request to disqualify the same arbitrator in the same Arbitration on the same grounds.

## **Procedures for Disqualifying the Arbitrator**

### **Article (15)**

The parties to Arbitration may agree on the procedures for disqualifying arbitrators. Failing that agreement, the following procedures shall be followed:

1. A party who intends to disqualify an arbitrator shall notify the arbitrator to be disqualified of the request for disqualification in writing, indicating the grounds for such request, and send a copy of such request to the other appointed members of the Arbitral Tribunal and to the other parties within fifteen (15) days from the date

the requesting party has been notified of the appointment of such arbitrator or has been aware of the grounds for disqualification.

2. If the Arbitrator to be disqualified does not recuse himself or the other party does not approve the request for disqualification within fifteen (15) days from the date of notifying the arbitrator of the request for disqualification in accordance with the provisions of Article (24) of this Law, the requesting party may submit its request to the body concerned within fifteen (15) days from the end of the fifteen (15) days mentioned above. The body concerned shall decide on the request for disqualification within ten (10) days. Such decision shall not be subject to challenge by any way challenge.
3. The notification of the arbitrator of the request for disqualification or submission of the request to the body concerned shall not entail the suspension of the arbitral proceedings. The Arbitral Tribunal, including the arbitrator to be challenged, may proceed with the arbitral proceedings and render the arbitral award, even if the body concerned does not decide on the request.
4. The recusal of the Arbitrator or the agreement of the parties on his removal shall not be deemed as an admission of any of the reasons for disqualification.
5. If the body concerned decides to disqualify the arbitrator, it may decide what it deems appropriate for such arbitrator in terms of fees and expenses or decide the recovery of any fees or expenses paid to him. Such decision shall not be subject to challenge by any way of challenge whatsoever.

## **Termination of the Arbitrator's Mandate**

### **Article (16)**

1. If the Arbitrator is unable to perform his duties, fails to perform his task, interrupts the performance thereof in a manner which causes undue delay in the arbitral proceedings, or deliberately neglects to act under the Arbitration Agreement although he is notified by all means of notification and communication applicable in the State, and if he does not recuse himself or the parties do not agree to remove him, the body concerned may terminate his mandate at the request of any party

and after hearing the statements and defense of the arbitrator. The decision of the body concerned in this regard shall not be subject to challenge.

2. The authority of the arbitrator is personal and shall expire by his demise, loss of legal capacity or loss of one of his appointment conditions. The demise of the party that appoints the arbitrator shall not result in the termination of the arbitrator's authority, unless otherwise is agreed by the parties.

## **Appointment of the Substitute Arbitrator**

### **Article (17)**

1. If the mandate of an arbitrator expires due to disqualification, dismissal, withdrawal, or any other reason, a substitute arbitrator shall be appointed according to the procedures followed in the selection of the arbitrator whose mandate has expired.
2. The parties may, after the appointment of a substitute arbitrator, agree to maintain any of the procedures previously taken and determine the scope of the same. If the parties fail to reach an agreement in this regard, the Arbitral Tribunal which is re-formed shall decide whether any of the previous procedures is considered valid and the scope of the same. Any decision issued by the re-formed Arbitral Tribunal shall not affect the right of any of the parties to challenge the procedures taken prior to the re-formation of the Arbitral Tribunal based on any reason arising prior to the appointment of the substitute arbitrator.

## **General Jurisdiction to Consider the Arbitration Measures**

### **Article (18)**

1. The competent court shall have jurisdiction to consider the arbitration matters referred to in this Law in accordance with the procedural laws in force in the State. Such court shall have exclusive jurisdiction until the completion of all the arbitral proceedings.
2. The court's president may, at the request of one of the parties or the Arbitral Tribunal, order to take provisional or precautionary measures, as it deems

appropriate, for the existing or potential arbitral proceedings whether prior to or during the arbitral proceedings.

3. Taking the measures referred to in the previous clause of this Article shall not entail the suspension of the arbitral proceedings nor shall it be deemed waiver of the Arbitration Agreement.
4. If the court's president issues an order in accordance with the provision of Clause (2) of this Article, the order issued thereby shall not cease to have effect in whole or in part except by virtue of a decision issued by the court's president.

## **Competence of the Arbitral Tribunal to Decide on its Own Jurisdiction**

### **Article (19)**

1. The Arbitral Tribunal shall decide on any plea to the jurisdiction, including the plea claiming that the Arbitration Agreement does not exist, is invalid, or does not cover the subject matter of the dispute. The Arbitral Tribunal may decide on the same either in a preliminary decision or in the final arbitral award issued on the subject matter of the dispute.
2. If the Arbitral Tribunal decides in a preliminary decision that it has jurisdiction, any of the parties may, within fifteen (15) days from the date of being aware of that decision, request the court to decide on that matter. The court shall decide on the request within (30) thirty days from the date of submission of the request to the court, and its decision shall not be subject to challenge by any way of challenge. The arbitral proceedings shall be suspended until the court decides on the request unless the Arbitral Tribunal decides to continue with the proceedings at the request of one of the parties.
3. The party requesting continuation of the arbitral proceedings shall bear the costs of arbitration if the court adjudicates that the Arbitral Tribunal has no jurisdiction.

## **Time Limit to File a Plea to the Jurisdiction of the Arbitral Tribunal**

### **Article (20)**

1. The plea to the jurisdiction of the Arbitral Tribunal shall be filed within a period not exceeding the period prescribed for the submission of the defense by the

Respondent referred to in Article (30) of this Law. If the plea is concerned with that the Arbitration Agreement does not cover the matters raised by the other party during hearing the dispute, the plea shall be filed no later than the hearing following the hearing in which the plea is filed; otherwise, the right to file such plea shall be forfeited. In all cases, the Arbitral Tribunal may accept a late plea if it deems that the delay is due to an acceptable reason.

2. The appointment or co-appointment of an arbitrator by one of the parties shall not entail the forfeiture of that party's right to file any of the pleas referred to in Clause (1) of this Article.

## **Interim or Precautionary Measures**

### **Article (21)**

1. Subject to the provisions of Article (18) of this Law, unless otherwise agreed by the parties, the Arbitral Tribunal may, at the request of any party or on its own accord, order that interim or precautionary measures required by the nature of the dispute shall be taken by one of the parties as the Arbitral Tribunal considers fit, particularly the following measures:
  - a. Ordering to preserve evidence that may be material to the resolution of the dispute;
  - b. Taking the necessary measures to maintain goods that constitute part of the subject matter of the dispute such as the order to deposit the same with a third party or sell the perishable goods;
  - c. Preserving the assets and property out of which a subsequent award may be enforced;
  - d. Maintaining or restoring the status quo pending adjudication on the dispute;  
or
  - e. Ordering an action to be taken in order to prevent current or imminent harm or prejudice to the arbitral process or ordering to refrain from taking an action that may cause harm or prejudice the arbitral process.
2. The Arbitral Tribunal may require the applicant for interim or precautionary measures to provide a sufficient security to cover the expenses of such measures.

It may also obligate the applicant to bear the damage resulting from the enforcement of such orders if the Arbitral Tribunal subsequently decides that the applicant is not entitled thereto.

3. The Arbitral Tribunal may amend, suspend or repeal an interim measure ordered thereby upon a request made by any party or at its own initiative in extraordinary cases and under a prior notice sent thereby to the parties.
4. The party for whom an order to take an interim measure has been issued after obtaining a written permission from the Arbitral Tribunal may request the competent court to order the enforcement of the order issued by the Arbitral Tribunal or any part thereof within (15) fifteen days from the date of receipt of the request. Copies of any request made to obtain the permission or enforcement under this Article shall be sent to all the other parties at the same time.

## **Chapter Four**

### **Arbitral Proceedings**

#### **Impleader and Intervention of New Parties in Arbitration**

##### **Article (22)**

The Arbitral Tribunal may permit the impleading or intervention of a third party as a party to the dispute, the subject matter of the arbitration, whether at the request of one of the parties or the intervenor, provided that such party is a party to the Arbitration Agreement after giving all the parties, including the third party, an opportunity to hear their statements.

#### **Determination of the Procedures to be Followed**

##### **Article (23)**

1. The parties may agree on the procedures to be adopted by the Arbitral Tribunal to proceed with the arbitration, including their right to decide that such procedures shall be subject to the rules applicable in any arbitral organization or entity in the State or abroad.
2. If there is no agreement to follow certain procedures, the Arbitral Tribunal may, subject to the provisions of this Law, determine the procedures it deems



appropriate, in a manner not inconsistent with the fundamental principles of litigation and international conventions to which the State is a party.

## **Service of Process**

### **Article (24)**

1. The provisions set forth in this Clause shall be applicable, unless the parties agree upon otherwise:
  - a. Any written letter shall be deemed to have been delivered: if it is served on the addressee by hand, or at its place of business, usual place of residence, or postal address known to the two parties or referred to in the Arbitration Agreement or the document governing the subject matter of arbitration. In case of failure to identify any of such addresses after conducting the necessary inquiries, the written letter shall be deemed to have been delivered if it is sent to the addressee's last-known place of business, usual place of residence or postal address by a registered letter, or by courier companies or by any other means providing written proof of the attempts made to deliver it. The term "postal address" shall include any facsimile number or e-mail address have been previously used by the parties in their correspondence or previously provided in one of the parties' correspondence to the other party.
  - b. The letter shall be deemed to have been delivered on the day it is delivered as set forth in this Law. The letter sent via facsimile or email shall be deemed to have been delivered on the date on which its details indicate that it is sent, provided that there is no evidence that any error occurs while sending it. In all cases, the letter shall be deemed to have been delivered if it is received or sent before 6:00 pm in the country where the letter is received. Otherwise, the delivery shall be deemed to have taken place on the following day.
2. For the purposes of calculation of periods in accordance with this Law, the period shall commence from the day following the day the letter or any other correspondence is received. If the last day in such period coincides with a public holiday or a non-business day at the addressee's headquarters or place of business, the period shall be extended until the first working day which follows. Public

holidays or non-business days occurring during such period shall be included in the calculation of such period.

3. The provisions of this Article shall not apply to the correspondence made through the proceedings before courts.

### **Waiver of the Right to Object**

#### **Article (25)**

If one of the parties knows that a violation of the Arbitration Agreement or a non-mandatory provision of this Law is committed, yet it proceeds with the arbitral proceedings without filing its objection to such violation within the period agreed upon or within (7) seven days from the date of knowledge in the absence of such agreement, such party shall be deemed to have waived its right to object.

### **Equal Treatment of the Parties to Arbitration**

#### **Article (26)**

The parties to arbitration shall be treated with equality and each party shall be given an adequate and sufficient opportunity for submission of its claims and defenses.

### **Commencement of the Arbitral Proceedings**

#### **Article (27)**

1. Unless otherwise agreed by the parties to Arbitration, the Arbitral Proceedings shall commence from the day following the formation of the Arbitral Tribunal.
2. The service of the request of arbitration shall be deemed as initiation of a claim for purposes of preventive attachment.

### **Seat and Proceedings of Arbitration**

#### **Article (28)**

1. The parties to arbitration may agree on the seat of arbitration in reality or virtually through means of modern technology or in technical environments. In the absence of such an agreement, the seat of arbitration shall be determined by the Arbitral

Tribunal, having regard to the circumstances of the case, and the convenience of the seat to the parties.

2. The Arbitral Tribunal shall make available or send the minutes of the hearing to the Parties.
3. The arbitration institution shall provide the technologies required to carry out the arbitration proceedings by means of modern technology on in technical environments in accordance with the required standards and controls applicable in the State.

### **Language of Arbitration**

#### **Article (29)**

1. The arbitral proceedings shall be conducted in Arabic, unless the parties agree otherwise.
2. The agreed upon or determined language shall apply to the arbitral proceedings, any written memorandum submitted by the parties, any oral pleading, any arbitral award or any other decision or notice issued by the Arbitral Tribunal, unless otherwise agreed upon.
3. Subject to the provisions of Federal Law No. (6) of 2012 Regulating the Translation Profession, the Arbitral Tribunal may decide that all or some of the written documents submitted in the action shall be accompanied by a translation thereof into the language(s) used in the Arbitration. In case of multiplicity of such languages, the Arbitral Tribunal may limit the translation to some languages.

### **Statement of Claim and Grounds of Defense**

#### **Article (30)**

1. Unless otherwise agreed by the parties or determined by the Arbitral Tribunal, the Claimant shall send to the Respondent and to each Arbitrator, within (14) fourteen days from the date of formation of the Arbitral Tribunal, a written statement of its claim that includes its name, address, the Respondent's name and address, an explanation of the merits of the case, determination of the disputed matters, the

Claimant's requests, and all other matters which are required to be mentioned in such statement by agreement between the parties.

2. Unless otherwise agreed by the parties or determined by the Arbitral Tribunal, the Respondent shall send to the Claimant and to each Arbitrator, within (14) fourteen days from the day following the receipt of the statement sent by the Claimant, which is referred to in the previous Clause of this Article, a written statement of its defense in reply to the statement of claim. It may state in such statement of defense any incidental claims or counterclaims related to the subject matter of the dispute or invoke a right arising out of the same for the purpose of a set-off, even at a later stage of the proceedings, provided that the Arbitral Tribunal deems that the circumstances justify the delay.
3. Unless otherwise agreed by the parties, any of the parties may modify or complete its motions or defenses or institute a counterclaim during the arbitral proceedings, unless the Arbitral Tribunal decides not to accept the same to avoid delaying adjudication of the dispute or because this matter falls beyond its jurisdiction, provided that the Arbitral Tribunal takes into account, while rendering its award, the litigation principles and rights of the defense.

## **Documents Supporting the Statement of Claim and the Grounds of Defense Article (31)**

Both the parties may enclose with the statement of claim or with the statement of defense, as the case may be, copies of the documents supporting the position of the party concerned, and may add a reference to all or some of the documents and evidence it intends to submit, while respecting the right of the other party to review the same. This shall not prejudice the right of the Arbitral Tribunal, at any stage of the proceedings, to request submission of the true copies of the documents or materials invoked by one of the parties to support its case, as well as the right of the other parties to access the same.

## **Breach of the Parties' Obligations**

### **Article (32)**

Subject to the provisions of Article (30) of this Law, and unless otherwise agreed by the parties, the following matters shall be taken into account:

1. If the Claimant fails, without a valid excuse, to submit its statement of claim in accordance with provisions of this Law and the procedures that the parties agree to follow, the Arbitral Tribunal may decide to terminate the proceedings if it is convinced that there is undue and unjustified delay on the part of the Claimant while pursuing its claim and that such delay causes impossibility to reach a just solution or prejudice to the Respondent.
2. If the Respondent fails to submit its statement of defense, the Arbitral Tribunal shall be obliged to continue the arbitral proceedings, without considering such failure as an admission by the Respondent of the claim made by the Claimant. Such provision shall be applicable if the Claimant fails to submit its statement of defense in reply to a counterclaim.
3. If one of the parties fails, without a valid excuse, to appear at a hearing, to submit the required documents, or to carry out any procedure, the Arbitral Tribunal may continue the arbitral proceedings, conclude what it deems appropriate in light of such party's acts and breach of obligations, as justified by the circumstances of the arbitral action, and issue an award on the dispute, based on the available evidence.

## **Arbitration Proceedings and Hearings**

### **Article (33)**

1. The arbitration proceedings and hearing shall be confidential, unless otherwise agreed by the parties.
2. Unless otherwise agreed by the parties, the Arbitral Tribunal may decide whether to hold oral pleadings hearings in order to submit evidence or oral arguments or to conduct the proceedings exclusively on the basis of the submitted documents and material evidence. The Arbitral Tribunal may also decide to hold such hearings in an appropriate stage of the proceedings, based upon the request of one of the parties.

3. The Arbitral Tribunal shall notify the parties of the dates of the hearings it decides to hold well in advance as the Arbitral Tribunal considers sufficient.
4. The parties may, at their own expense, engage experts, lawyers, and other persons to represent them before the Arbitral Tribunal. The Arbitral Tribunal may request the powers delegated to the representative, in the manner determined by the Tribunal.
5. A summary of the minutes of each hearing held by the Arbitral Tribunal shall be recorded in minutes, and a copy of which shall be delivered to each party.
6. Unless otherwise agreed by the parties, the hearing of witnesses including experts, shall be in accordance with laws enforced in the State.
7. Unless otherwise agreed by the parties, the Arbitral Tribunal shall have discretionary powers to determine the rules of evidence to be followed, in the absence of evidence within the law applicable to the dispute, provided that such rules do not prejudice public order.
8. The Arbitral Tribunal may evaluate the level of admissibility or relation of evidence submitted by any of the parties concerning a fact or expert opinion, it also may determine the time, manner, and form through which the said evidence is exchanged between the parties and the method of providing it to the Arbitral Tribunal.

### **Soliciting the Assistance of Experts**

#### **Article (34)**

1. Unless otherwise agreed by the parties, the Arbitral Tribunal may appoint one or more experts to submit a report and shall determine the expert's terms of reference and the term thereof. The Arbitral Tribunal shall also send a copy of its decision to the parties.
2. Each party shall submit to the expert the information related to the dispute and to enable the expert to inspect and check any of the documents, goods, buildings, and other movable or immovable properties related to the dispute. The Arbitral Tribunal shall adjudicate any dispute arising between the expert and any of the parties in this regard.

3. The expert shall, before accepting his appointment, submit to the Arbitral Tribunal and the parties a statement of his qualifications and an acknowledgement of his impartiality and independence. Each party shall notify the Arbitral Tribunal of any objection to the appointment of the expert within the period determined by the Tribunal in the decision. The Arbitral Tribunal shall decide on any objection to the appointment of such expert. The Tribunal's decision shall be final in this regard.
4. No party shall object to the expert's qualifications, impartiality or independence, unless such objection is based on grounds of which such party becomes aware after the appointment of such expert has been made.
5. The Arbitral Tribunal shall communicate a copy of the expert's report, upon the deposit thereof, to the parties, and shall give them an opportunity to comment on the report within the time limits determined by it.
6. The Arbitral Tribunal may, after the submission of the expert's report, decide, on its own accord or upon a request made by one of the parties, to hold a session for hearing the statements of the expert, providing an opportunity to the parties to hear the expert, discuss with him the contents of his report and examine any document on which he has relied in his report. Each party has the right to solicit the assistance of one or more experts appointed thereby to render his opinion in respect of the issues contained in the report submitted by the expert appointed by the Arbitral Tribunal, unless the parties agree otherwise. Such procedures shall be subject to the provisions of Article (33) of this Law.
7. The fees and expenses of the expert appointed by the Arbitral Tribunal pursuant to this Article shall be paid by the parties as decided by the Arbitral Tribunal.

## **Witnesses**

### **Article (35)**

The Arbitral Tribunal may hear the statements of the witnesses, including the expert witnesses, through means of modern communication that do not require their physical presence at the hearing.

## **Authority of the Court to Order the Production of Evidence**

### **Article (36)**

1. The Arbitral Tribunal may, on its own accord or at the request of one of the parties, seek assistance from the Court to obtain any evidence. The Court may, within its authority, order the fulfillment of such request and order the witnesses to appear before the Arbitral Tribunal to deliver their oral testimony, or submit documents or any evidentiary materials.
2. The request shall be submitted to the president of the court who may decide to:
  - a. Impose, on the witness who unduly fails to attend or refrains from giving testimony, the penalties stipulated in the laws in force in the State;
  - b. Order a third party to produce any documents in its possession which are necessary to decide on the dispute; or
  - c. Issue orders for judicial delegation.

## **Chapter Five**

### **Arbitral Award**

#### **Application of the Law of Choice to the Subject Matter of the Dispute**

### **Article (37)**

1. The Arbitral Tribunal shall apply the rules agreed upon between the parties to the subject matter of the dispute. In case the parties have agreed upon applying a law applicable in a particular country, the substantive rules of such law shall be adopted without applying the rules relating to the conflict of laws, unless it is otherwise agreed, provided that the same does not contradict the public order and morality in the State.
2. If the parties agree that the legal relationship between them shall be subject to the provisions of a model agreement, an international convention, or any other document, such provisions shall apply, including the provisions related to Arbitration, provided for therein, provided that the same does not contradict the public order and morality in the State.



## **Authority of the Arbitral Tribunal to Identify the Law Applicable to the Subject Matter of the Dispute**

### **Article (38)**

1. If the parties fail to agree on the statutory rules applicable to the subject matter of the dispute, the Arbitral Tribunal shall apply the substantive rules of the law it deems most relevant to the subject matter of the dispute.
2. When deciding on the subject matter of the dispute, the Arbitral Tribunal shall take into account the terms and conditions of the contract, subject matter of the dispute, the prevailing customs applicable to the type of the transaction, and the course of dealing between the parties.
3. The Arbitral Tribunal may not adjudicate the subject matter of the dispute *ex aequo et bono*, without being complied with the provisions of law, unless the parties expressly agree to the same or authorize the Tribunal to act as an amiable compositeur.

## **Interim and Partial Awards**

### **Article (39)**

1. The Arbitral Tribunal may render interim or partial awards on some of the requests before rendering its final award ending the entire dispute.
2. The interim awards of the Arbitral Tribunal shall be enforceable before the courts and shall be enforced under a writ petition issued by the president of the court or his delegate.

## **Arbitral Award on Agreed Terms**

### **Article (40)**

In case that the parties agree to make a settlement bringing an end to the dispute amicably, before the final award is rendered, they may request the establishment of the terms governing such settlement before the Arbitral Tribunal which in turn, in such case, shall render an arbitral award on agreed terms including the terms of the settlement, whereupon the proceedings shall be terminated. Such award shall have the same effect of the arbitral awards.

## **Form and Contents of the Arbitral Award**

### **Article (41)**

1. The arbitral award shall be made in writing.
2. If the Arbitral Tribunal is composed of more than one arbitrator, the arbitral award shall be made by the majority of the arbitrators. If the opinions of the arbitrators are divergent so that the majority is not constituted, the presiding arbitrator shall issue the award, unless the parties agree otherwise. In such case, the dissenting opinions shall be noted down or enclosed and shall be deemed an integral part of the award.
3. The award shall be signed by the arbitrators. If one of the arbitrators refuses to sign the award, the reasons for refusal shall be stated. The award shall be legally valid if it is signed by a majority of the arbitrators.
4. Unless the parties agree otherwise or the law applicable to the arbitral proceedings does not require the award to be supported by reasons, the arbitral award shall state the reasons upon which it is based.
5. The arbitral award shall include the names and addresses of the litigants, the names, nationalities and addresses of the arbitrators, a copy of the Arbitration Agreement, a summary of the litigants' petitions, statements and documents, the wording of the award and, if required, the reasons of the award, and the date and place of issuance thereof.
6. The arbitral award shall be deemed to have been rendered at the seat of arbitration in accordance with the provision of Article (28) of this Law, even if it is signed by the members of the Arbitral Tribunal outside the seat of arbitration and regardless of the method whereby it is signed, whether it is signed by the members of the Arbitral Tribunal in person, it is sent to be signed by each party separately or it is signed by the electronic means, unless otherwise agreed by the parties.
7. Unless otherwise agreed by the parties, the date of issuance of the award shall be the same date on which the award is signed by the sole arbitrator. If there is more than one arbitrator, the date of the award shall be the date of the last signature by the arbitrator.

## **Time Limit for Rendering the Final Award**

### **Article (42)**

1. The Arbitral Tribunal shall render the final award ending the entire dispute within the time limit agreed upon by the parties. In case of failure to agree on such time limit or the method to determine it, the award shall be issued within six (6) months from the date of the first arbitration hearing. The Arbitral Tribunal may decide to extend the time limit, provided that the extended period does not exceed additional six (6) months, unless the parties agree upon a longer period.
2. The Arbitral Tribunal or one of the parties may, in case of failure to render the arbitral award after the expiry of the period referred to in Clause (1) of this Article, request the court to issue a decision prescribing an additional period for rendering the arbitral award or terminating the arbitral proceedings, if necessary. It may also extend such period in accordance with the conditions it deems appropriate. The decision in this regard shall be deemed final, unless the parties agree otherwise.
3. If the court renders a decision terminating the arbitral proceedings, any of the parties may file its claim to the court having original jurisdiction over the same.

## **Decision on the Preliminary Matters**

### **Article (43)**

If, in the course of the arbitral proceedings, a question outside the jurisdiction of the Arbitral Tribunal arises, or if a document submitted to it is challenged for forgery, or criminal proceedings are initiated for its forgery or for any other crime, the Arbitral Tribunal may continue to hear the subject matter of the dispute if it deems that deciding on such question, on the forgery of the document or on the other criminal act is not necessary for deciding on the subject matter of the dispute. Otherwise, the Tribunal shall suspend the proceedings pending a final award in this regard. This entails the suspension of the time limit set for the issuance of the arbitral award. This time limit shall be resumed from the day following the date of informing the Arbitral Tribunal that the reason for suspension has ceased to exist.

## **Service of the Arbitral Award**

### **Article (44)**

Subject to the provisions of Article (47) of this Law, the Arbitral Tribunal shall notify all the parties of the award by delivering a true copy or a copy thereof signed by the Arbitral Tribunal to each party within fifteen (15) days from the date the award is rendered.

## **Termination of the Arbitral Proceedings**

### **Article (45)**

1. The arbitral proceedings shall be terminated by rendering the final award ending the dispute by the Arbitral Tribunal.
2. The Arbitral Tribunal shall terminate the proceedings in any of the following cases:
  - a. If the parties agree to terminate the arbitral proceedings in accordance with the provisions of this Law;
  - b. If the Claimant abandons the arbitration case, unless the Arbitral Tribunal decides, upon the Respondent's request, that the latter has a genuine interest in the continuation of the arbitral proceedings until the dispute is adjudicated;  
or
  - c. In case that the Arbitral Tribunal finds, for any other reason, that it is of no use or it is impossible to continue the arbitral proceedings.

## **Arbitration Costs**

### **Article (46)**

1. Unless the parties agree otherwise, the Arbitral Tribunal may evaluate the arbitration costs, including the fees and expenses incurred by any member of the Arbitral Tribunal in order to carry out his duties and the expenses of appointment of experts by the Arbitral Tribunal.
2. The Arbitral Tribunal may obligate one of the parties to pay all or part of the costs provided for in Clause (1) of this Article. The court may, at the request of one of the parties, decide to amend the arbitrators' valuation of their fees or the costs so as to

be commensurate with the effort exerted, the nature of the dispute and the experience of the arbitrator.

3. No requests shall be submitted to the court to re-consider the value of the costs if there is an agreement on their value.

## **Refrainment from Delivering the Award in Case of Non-Payment of the Costs**

### **Article (47)**

1. Without prejudice to the right of the arbitrators to claim their fees and costs from the parties, the Arbitral Tribunal may refuse to deliver the final arbitral award to the parties in case of failure to pay all the costs of arbitration.
2. If the Arbitral Tribunal refuses to deliver the award in accordance with the provisions of Clause (1) of this Article, any of the parties may submit a request to the court, after notifying the other parties and the Arbitral Tribunal, to oblige the Arbitral Tribunal to deliver the award to the parties, after submitting a proof of payment of all the fees and costs requested by the Arbitral Tribunal or determined by the court in accordance with Article (46) of this Law.

## **Confidentiality of the Arbitral Awards**

### **Article (48)**

The arbitral awards shall be confidential and may not be published in whole or in part without the written consent of the parties. The publication of judgments that include an arbitral award shall not be deemed violation of such principle.

## **Interpretation of the Arbitral Award**

### **Article (49)**

1. Once the arbitral award is rendered, the Arbitral Tribunal shall have no authority to decide on any matters covered in the arbitral award. However, any of the parties may request the Arbitral Tribunal, within (30) thirty days following the receipt of the arbitral award, to give an interpretation clarifying an ambiguity that appears in the wording of the award, unless the parties agree on other procedures or periods.

The party requesting interpretation shall notify the other party of such request before submitting it to the Arbitral Tribunal.

2. If the Arbitral Tribunal finds that the request for interpretation is justified, it shall issue a written decision of interpretation within thirty (30) days following the date of submission of the request to the Tribunal. The Arbitral Tribunal may extend such period of time for further fifteen (15) days if it deems that there is a justification for the same.
3. The decision of interpretation shall be deemed complementary to the relevant arbitral award and shall be subject to the provisions thereof.

## **Correction of Material Errors in the Arbitral Awards**

### **Article (50)**

1. The Arbitral Tribunal shall correct any purely material errors in its award, whether typographical or in computation, by a decision issued on its own initiative or at the request of one of the parties, after notifying the other parties. The request shall be submitted within thirty (30) days following the receipt of the arbitral award, unless the other parties agree on other procedures or periods. The Arbitral Tribunal shall make the correction of the award within (30) thirty days following the date of rendering the award or the submission of the request for correction, as the case may be. The Arbitral Tribunal may extend such period for further (15) fifteen days if it finds that there is a justification for the same.
2. The decision regarding the correction shall be issued in writing by the Arbitral Tribunal and shall be served to the parties within fifteen (15) days from the date of its issuance.
3. The decision issued on the correction of the award shall be deemed complementary to the arbitral award and subject to the provisions thereof.

## **Additional Arbitral Award**

### **Article (51)**

1. Each party may, within thirty (30) days following the date of receipt of the arbitral award, request the Arbitral Tribunal to render an additional arbitral award as to

claims presented during the arbitral proceedings but omitted from the award. The requesting party shall notify the other parties of such petition.

2. If the Arbitral Tribunal deems that the petition referred to in Clause (1) of this Article is justified, it shall render its award within sixty (60) days from the date the petition is submitted. It may extend such period for further (30) thirty days.
3. The additional arbitral award shall be deemed complementary to the arbitral award and shall be subject to the provisions thereof.
4. If the Arbitral Tribunal does not issue the arbitral award in accordance with the provisions of this Article and Articles (49) and (50) of this Law, the party concerned shall request the court to do the same.

## **Binding Force of the Arbitral Awards**

### **Article (52)**

Arbitral Awards rendered in accordance with the provisions of the present Law shall be binding to all the parties and shall have the authority of the *res judicata*. Furthermore, it shall have the same self-executing force as if it were a judgment. However, the enforcement of such awards requires obtaining a decision to confirm the same from the court.

## **Objection to the Arbitral Award**

### **Article (53)**

1. Objection to the Arbitral awards shall not be accepted except by instituting an action for annulment before the court or during the consideration of the request for confirmation of the award. The party requesting the annulment of the arbitral award shall prove the existence of any of the following reasons:
  - a. Absence of an Arbitration Agreement, or the Agreement is void, or terminated due to expiry of its term in accordance with the law to which the Agreement is subject by the parties or in accordance with this Law if there is no reference to a specific law;

- b. One of the parties, at the time of conclusion of the Arbitration Agreement, totally or partially lacks legal capacity in accordance with the law which governs his capacity;
  - c. The person who lacks the legal capacity to take any action regarding the right, the subject matter of the dispute, in accordance with the law governing his capacity, which is stipulated in Article (4) of this Law;
  - d. If one of the parties to Arbitration fails to present its defense as a result of not being given proper notice of the appointment of an Arbitrator or of the arbitral proceedings, the Arbitral Tribunal's violation of the litigation principles or for any other reason beyond its control;
  - e. If the arbitral award fails to apply the law agreed upon by the parties to be applied to the subject matter of the dispute;
  - f. If the composition of the Arbitral Tribunal or the appointment of one of the Arbitrators is in conflict with the provisions of this Law or the agreement of the parties;
  - g. If the arbitral proceedings are invalid to the effect that impairs the award, or if the arbitral award is rendered after the due time limit; or
  - h. If the arbitral award deals with matters not included in the Arbitration Agreement or exceeds the limits of this agreement. Nevertheless, if it is possible to separate the parts of the award which contain matters subject to Arbitration from its parts that contain matters not subject to Arbitration, only the latter parts shall be null.
2. The court shall invalidate the arbitral award on its own if it finds that:
    - a. The subject matter of the dispute is a matter in which Arbitration may not be held; or
    - b. The arbitral award contradicts the public order and morality in the State.

## **Action for the Annulment of the Arbitral Award**

### **Article (54)**

1. The judgment rendered by the court on the action for annulment shall be final and shall not be subject to challenge except by way of cassation.



2. The action for annulment of an arbitral award shall not be heard after the lapse of thirty (30) days following the date of notification of the arbitral award to the party requesting annulment.
3. The judgment nullifying the arbitral award shall entail the cancellation of the award in whole or in part, depending on whether such annulment pertains to all or part of the award. If an interpretation has been issued on the part that is rendered null, such interpretation shall likewise be nullified;
4. Unless otherwise agreed by the parties, the Arbitration Agreement shall remain valid in accordance with the provisions of this Law after the annulment of the arbitral award, unless such annulment is based on the absence, extinction, nullity or non-enforceability of the Agreement itself.
5. The waiver of the party requesting annulment of its right to institute the annulment action prior to the passing of the arbitral award shall not prevent the admission of the action.
6. The court from which the annulment of the arbitral award is sought may suspend the annulment proceedings for a period not exceeding (60) sixty days if it finds it appropriate at the request of one of the parties in order to give the Arbitral Tribunal an opportunity to take any action or rectify the form of the award that may eliminate the causes of annulment without affecting its content.

## **Enforcement of the Arbitral Award**

### **Article (55)**

1. The party desiring to enforce the arbitral award shall submit a request for the confirmation of the award and order to enforce the same to the chief justice, provided that such request is accompanied by the following documents:
  - a. The original award or a certified true copy thereof;
  - b. A copy of the Arbitration Agreement;
  - c. Translation, certified by an accredited body, of the arbitral award into Arabic in case the award is not made in Arabic; and
  - d. A copy of the transcript of filing the judgment with the Court.

2. The court's president or the court's judges delegated thereby shall order to confirm and enforce the arbitral award, within a period of (60) sixty days from the date of submission of the confirmation decision and enforcement thereof, unless he finds that there is one or several reasons for annulment of the arbitral award based on any of the cases contained in Clause (1) of Article (53) of this Law.

### **Request for the Suspension of the Arbitral Award**

#### **Article (56)**

1. The filing of an annulment action does not entail the stay of execution of the arbitral award. However, the court hearing the annulment action may order the stay of execution at the request of any of the parties if the request is based on serious grounds.
2. The court shall decide on the request for the stay of execution within fifteen (15) days from the date of the first hearing scheduled for considering such request.
3. If the court orders the stay of execution the award, it may require the party requesting the suspension to post a security or monetary guarantee. Further, it shall decide on the annulment action within three (3) months from the date such order is rendered.

### **Challenging the Enforcement of the Arbitral Award**

#### **Article (57)**

A complaint may be filed before the competent court of appeal against the Court decision ordering or rejecting the enforcement of the arbitral award within (30) thirty days following the day of notification.

## **Chapter Six**

### **Final Provisions**

#### **Code of Ethics for Arbitrators and their Rosters**

#### **Article (58)**

1. The Minister of Economy shall issue the Code of Ethics for Arbitrators in coordination with the arbitral entities in the State.

2. The Minister of Justice or the president of the competent judicial body shall establish rosters of arbitrators who are to be selected in accordance with the provision of Article (11) of this Law.

### **Inter-Temporality of this Law**

#### **Article (59)**

The provisions of this Law shall apply to any pending Arbitration at the time of its entry into force, even if it is based on an earlier Arbitration Agreement, provided that the proceedings carried out in accordance with the provisions of any previous legislation shall remain valid.

### **Repeal of the Arbitration Articles in the Civil Procedure Code**

#### **Article (60)**

1. Articles (203-218) of Federal Law No. (11) of 1992 referred to above are hereby repealed, provided that the proceedings carried out in accordance therewith shall remain valid.
2. Any provision contrary to the provisions of this Law is hereby repealed.

### **Publication of the Law and Entry into Force of the Provisions hereof**

#### **Article (61)**

This Law shall be published in the Official Gazette and shall enter into force one month following the date of its publication.

**Khalifa Bin Zayed Al Nahyan**

**President of the United Arab Emirates**

Issued by Us at the Presidential Palace in Abu Dhabi,

Dated: 17 Sha'ban 1439 AH

Corresponding to: 03 May 2018 AD