

# The forms of arbitration rulings in Algerian legislation and comparative legislation.

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## Abstract:

The dispute examined by the arbitrator ends with the issuance of an arbitral award that is binding on the parties, similar to a judicial decision. However, the arbitral award may take various forms, including an award based on the parties' agreement, an award based on statutory rules, an award by the arbitrator as mediator, a preliminary award and a default award. However, the Algerian legislation has adopted some of these forms while leaving others out. It is therefore necessary to clarify this issue within Algerian legislation and comparative law.

**Keywords:** Arbitral award, parties, agreement, forms.

## 1. Introduction:

Arbitration is a system for resolving disputes between two or more parties, through arbitrators who derive their authority from a specific contract on the basis of which they decide the dispute, without the intervention of the State in the assignment of this role. Consequently, the arbitrators consider the issues before them and issue an award in deliberations that are confidential pursuant to Article 1025 of the Civil Procedure Law 08/09. However, arbitral awards can take different forms.

Therefore, the question raised in this context is the following What are the forms of arbitral awards provided for by Algerian law? Has the Algerian legislator adopted all the forms of arbitral awards recognised by other jurisdictions?

In order to clarify the issue at hand, we have chosen to address it through the following two points:

- Forms of arbitral awards in Algerian law
- Forms of arbitral awards in other jurisdictions

**Significance of the research:** The importance of this research is as follows:

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- Arbitration corresponds directly to the spirit of commercial exchange, especially since it is characterised by the speed of resolution. This is evidenced by its adoption by the World Trade Organisation as a method of dispute resolution.
- It embodies the principle of the will of the parties, as the forms of arbitral awards are dictated by their intentions.
- Despite the reservations of many countries about international arbitration, which they see as a mechanism that infringes on state sovereignty, certain issues require its use due to their vital nature, such as oil exploitation contracts, leading many to adopt different forms of arbitral awards.

**Objectives of the research:** The research aims to:

- Clarify the forms of arbitral awards introduced by the Algerian legislator in the Civil and Administrative Procedures Law 08/09 of 25 February 2008.
- To illustrate the forms of arbitral awards that are adapted to the nature of international transactions.
- Discuss the forms of arbitral awards that the Algerian legislator did not include in Law 08/09 of 25 February 2008 and the reasons for this.

Methods used in the research: This research is based on several methods, the most important of which are:

- **Content analysis method:** This method was used to analyse various Algerian legal texts, as well as comparative legislation dealing with the forms of arbitral awards.
- **Comparative method:** The comparative method was used to differentiate between what is stated in the Civil and Administrative Procedures Law 08/09 and the Legislative Decree 09/93, which amends and supplements the Civil Procedures Law, as well as other legislation regarding the forms of arbitral awards.

## 2. Forms of awards in Algerian legislation

According to Article 1026 of the Civil and Administrative Procedure Law 08/09, the arbitral tribunal shall issue an award containing a brief statement of the parties' claims and defences. However, arbitration awards vary between partial (Namir, 2002, p. 212) and final (Mohsen, 2011, p. 71) awards, as well as preliminary awards, etc. (Hamed, 2010, pp. 20-21), according to Article 1035 of the Civil and Administrative Procedure Law.

The arbitration court resolves the dispute according to the rules of law chosen by the parties (Kleibi, 2012, pp. 57-58), and in the absence of such a choice, the panel resolves the case according to Article 1050, using the rules of law or customs it deems appropriate.

### 2.1 Partial Award:

The partial award is not an interim award but a substantive award that resolves a

part or some issues of the dispute submitted to the arbitral tribunal, while the arbitral tribunal retains the authority to deal with other issues. Thus, the partial award (Al-Haddad, 2004, p. 37) does not terminate the authority of the arbitral tribunal based on the agreement of the arbitral parties. The arbitral tribunal exhausts its authority with respect to the issue it has resolved in this partial arbitration and cannot reconsider or deliberate on it. In this context, it is noteworthy that the partial arbitration award may arise in construction disputes, where a contractor may resort to arbitration, or vice versa (the party dealing with the contractor), in order to be able to continue its work.

Referring back to the Algerian legislator, it has included this type of award in Article 1049 of the Civil and Administrative Procedures Code, and from its reading we conclude the following:

The arbitral tribunal shall settle part of the dispute, which may, for example, relate to the question of jurisdiction (Hashim, 1990, p. 151). Evidence of this can be found in Article 1044 of the Civil and Administrative Procedures Law 08/09, paragraph 2, which states: “The arbitral tribunal shall rule on its jurisdiction by a preliminary ruling if the objection to jurisdiction is related to the subject matter of the dispute”. (Bousnoubera, 2006, p. 130)

The Algerian legislator did not introduce anything new in Law No. 08/09 on Civil and Administrative Procedures, as it addressed this form in Legislative Decree No. 93/09, Article 459 bis 12, which states: “The arbitration tribunal may issue partial arbitration awards... unless there is a conflicting agreement” (Bashir, 2006, p. 6).

Although it did not define it, the Arab Union for International Arbitration defined a partial award as: “an arbitration limited to a part of the dispute within the limits of the agreement between the parties, and the arbitrators cannot exceed its limits”.

The parties to the arbitral dispute are the ones who entrust the arbitral tribunal with the task of issuing partial awards. However, according to Legislative Decree No. 93/09, the agreement to grant this power may be expressed in a written or oral arbitration agreement (Darasi, 2008, p. 137). A partial arbitral award may also be final, as confirmed by the Algerian legislator in Article 1031 of Law No. 08/09: “Arbitral awards have the authority of *res judicata* as soon as they are issued, with respect to the dispute resolved” (Al-Ahdab, 1990, p. 478).

## **2.2. Final award**

A final award is defined as “the final decision that deals with the dispute presented to the arbitrator in all its elements and provides a definitive solution that is binding on the disputing parties” (Barbara, 2009, p. 215). However, it is worth noting that

‘The term ‘final award’ is used by arbitrators when resolving the whole or part of a dispute, as opposed to other forms of arbitration that are decided on a temporary basis, such as preliminary awards, etc. The concept of finality has a specific connotation when associated with judicial awards, as the latter become unchallengeable by ordinary means, unlike its association with arbitral awards, which means that the award has resolved all issues raised before the arbitral tribunal and that there should be no reconsideration of previously raised issues (Khalifa, 2006, p. 115).

Article 1035 of the Code of Civil and Administrative Procedure refers to the types of arbitral awards, including final awards, and states: “The final, partial or provisional award shall be enforceable by order of the president of the court in whose jurisdiction it was made, and the original award shall be deposited with the registry of the court by the party concerned in order to expedite the proceedings. The parties bear the costs of filing applications, documents and the original award” (Qarbu, 2009, p. 27).

The Algerian legislator has not defined the meaning of a final award, but it can be defined as: “the award that resolves the subject matter of the dispute” (Qarbu, International Commercial Arbitration in Algeria, 2017). This definition is reinforced by Article 32(2) of the Model Law on International Commercial Arbitration of 21 July 1985, which states: “A final arbitral award is an award that concludes the arbitral proceedings” (Qarbu, The Arbitral Award: Recognition, Enforcement and Means of Appeal, 1998, pp. 34-35). Consequently:

The jurisdiction of the arbitral tribunal ends when the award is made. In principle, the parties cannot re-litigate the dispute before the arbitral tribunal or even before the ordinary courts. However, under Article 1030 of the Code of Civil and Administrative Procedure, the arbitrator may do so:

#### **A. An Interpretative Award:**

International jurisprudence is divided as to the authority of the arbitrator to interpret the award:

Some scholars hold that the arbitrator’s authority ends with the rendering of the award, and therefore he has no power to interpret it. Conversely, others argue against granting the arbitrator the authority to interpret his award, noting that the need for interpretation arises only during the enforcement of the award, which is primarily within the jurisdiction of the competent court (Shahata, 2007, p. 121).

The prevailing view in the literature is that an interpretative award is not an award per se, but rather a power of the arbitrators limited to clarifying the award they have issued in order to resolve any ambiguity in it, by examining the elements of the award itself and not the intention of its issuer (Al-Wafa, 2007, p. 299).

Based on the above, and in light of Article 1030 of the Civil and Administrative

Procedures Law, the arbitrator may clarify any ambiguity that may exist in the award. Thus, it is the responsibility of the arbitral tribunal to interpret the award logically, taking into account its reasons and elements.

### **B. A Corrective Award:**

An award may contain purely factual errors (Sami, unpublished year, p. 324). Consequently, the arbitrator may correct any material errors that may appear in his award. The arbitrator's authority is limited to the reason for the correction, provided it is a material, arithmetical or typographical error, and the arbitrator may not use the correction as an excuse to amend the award (Wali, 2007, pp. 466-470). Therefore, omissions and purely material errors, such as mistakes in the spelling of names or typographical errors in the version drafted by the arbitrators, can be corrected through correction procedures (Omar, unpublished year, p. 201).

It is noteworthy that the recognition of the arbitral tribunal's power to correct excludes any possibility for the parties to challenge the arbitral awards on the grounds of an omission or material error (Wali, 2007, p. 468). Thus, according to the Algerian legislator, the arbitrator may issue a corrective arbitral award in the presence of material errors and omissions that may affect the arbitral award within the framework of Law No. 08/09, noting that this type of award was not addressed in Legislative Decree No. 93/09.

### **C. Awards made by agreement of the parties to the arbitration:**

Article 34(1) of the UNCITRAL Rules defines this type of arbitration as: "The agreement of the parties to settle the dispute prior to the issuance of the award, whereby the arbitral tribunal may either issue an order terminating the arbitral proceedings or record the settlement in the arbitral award on the agreed terms, if both parties so request; the arbitral tribunal is not obliged to give reasons for such an award". (Law No. 08/09 on the Code of Civil and Administrative Procedure, Official Gazette, 2008).

According to Article 1049 of the Code of Civil and Administrative Procedure, the arbitral tribunal may issue awards by agreement of the parties, provided that the parties grant the tribunal this power. If the parties do not recognise this power, the arbitral tribunal cannot issue this type of award.

For example, during the course of the arbitration, the parties may reach a settlement agreement and either

- Ask the tribunal to terminate the arbitration,
- or request the arbitral tribunal to issue an award containing the agreement of the parties. (Article 1030 of Law No. 08/09 on the Civil and Administrative Procedure Code, Official Gazette, 2008).

#### **D. Preliminary award:**

According to Article 1035 of the Code of Civil and Administrative Procedure 08/09: “The arbitral award... shall be enforceable...” (Article 1031 of Law No. 08/09 on the Code of Civil and Administrative Procedure, Official Gazette, 2008).

The arbitral tribunal may issue a preliminary award, which is characterised as a decision issued before the final resolution of the matter and during the course of the proceedings, where the arbitral tribunal may, for example, order the appointment of an expert... (Article 1035 of Law No. 08/09, concerning the Code of Civil and Administrative Procedure, Official Gazette, 2008).

#### **E. Arbitral award according to the law:**

According to Article 1050 of the Code of Civil and Administrative Procedure: “The arbitral tribunal shall settle the dispute on the basis of the legal rules chosen by the parties”. (Article 1050 of Law No. 08/09 on the Code of Civil and Administrative Procedure, Official Gazette, 2008).

Thus, in accordance with the principle of party autonomy, the parties are free to choose the law applicable to the dispute brought before the arbitral tribunal. The arbitral award will therefore be based on the chosen rules of law, be it national law or principles of justice and equity. However, the parties are bound by certain criteria when choosing the law applicable to the dispute. According to Article 18, paragraph 1 of the Civil Code: “The law chosen by the parties shall apply to contractual obligations if it has a real connection with the parties or the contract”. (Article 1044 of Law No. 08/09 on the Civil and Administrative Procedure Code, Official Gazette, 2008).

The arbitral tribunal shall therefore make either

- An award in accordance with the law,
- or an award based on the principles of justice and equity.

If the parties do not choose the legal rules that will govern the subject matter of the dispute, the arbitral tribunal will resolve the matter according to the legal rules and customs that it deems appropriate, but it must choose what is consistent with the contract that is the subject of the dispute. (Article 1049 of Law No. 08/09 on the Civil and Administrative Procedure Code, Official Gazette, 2008).

##### **1. Emergency awards**

Scholars are divided on the power of arbitral tribunals to issue urgent awards. One viewpoint argues that the arbitration agreement does not empower the panel to issue rulings unrelated to the merits of the case; thus, the issuance of emergency rulings falls within the jurisdiction of state courts (Yacoub Youssef Sarakha, 1986, p. 32). Conversely, another view supports the idea that the arbitration agreement allows the arbitral tribunal not only to rule on the merits of the case but also to issue emergency rulings prior to the final judgment on the merits. This view is expressly endorsed by the Egyptian Arbitration Law, as

evidenced by Article 42, which states: “The arbitral tribunal may issue interim rulings ... before issuing the ruling that ends the entire dispute” (Saadi, 2009, p. 222).

In this provision, the Egyptian legislator grants the arbitral tribunal the power to issue emergency rulings, subject to the submission of a request that meets the following criteria (Al-Tahawi, 2007, p. 34)

1. A party must submit a request to the arbitral tribunal for such a ruling.
2. The conditions for an emergency case must be met.
3. The arbitration proceedings must have commenced (Bendak, 2004, p. 24).

However, the Algerian legislator has not explicitly recognised the right of arbitral tribunals to issue emergency rulings. Nevertheless, an analysis of Article 1046 suggests that arbitral tribunals may issue such orders by way of interim or precautionary measures, provided that the following conditions are met:

1. The arbitration agreement must grant the panel the right to issue interim or precautionary measures.
2. The issuance of such measures must be based on a request by one of the parties to the dispute.
3. The necessary substantive conditions of urgency must be met, including
  - A state of urgency or danger.
  - No violation of the substance of the right.

If the party concerned does not comply voluntarily with the provisional or precautionary measure, the arbitration panel may request the intervention of the competent judge. In addition, the party requesting the measure may be required to provide guarantees for its implementation.

In addition to the Egyptian legislation, the legislation of some Gulf States, such as Oman, Saudi Arabia and Bahrain, allows for the issuance of emergency arbitral awards. Conversely, others, such as Kuwaiti law, restrict arbitration in urgent matters unless the parties expressly agree to grant the arbitral tribunal jurisdiction over urgent claims related to the underlying dispute. Under Kuwaiti law, the arbitral tribunal may not recommend or order interim or urgent measures without the consent of the parties to the arbitration before rendering its award under the arbitration agreement.

## **2. Institutional Arbitration**

Institutional arbitration is one of the main forms of arbitration addressed by the Algerian legislator in Law 08-09, which comprises the Code of Civil and Administrative Procedure. Given the importance of arbitration and its increasing prevalence, particularly in international trade, various institutions, often from the private sector, have established specific rules governing arbitration procedures, including the appointment of arbitral tribunals. This form of arbitration aims to facilitate and regulate the process, while the arbitration is supervised from start to finish by the designated arbitral institution (Mourekabi, “Arbitration in the Gulf

Cooperation Council States and Its Impact on State Sovereignty”, pp. 192-194).

Thus, the mere reference in the arbitration agreement to the rules of a particular institution makes those rules part of the agreement, and the role of the arbitration institution becomes organisational and supervisory, with a fee paid to the institution in advance. Notable examples of arb:

- Frequently referred to institutions:
  - International Chamber of Commerce (based in Paris).
  - London Court of International Arbitration (based in London).
  - International Centre for Settlement of Investment Disputes (based in Washington).
- Numerous Arab institutions include:
  - Cairo Regional Centre for International Commercial Arbitration (Egypt).
  - Dubai International Centre for Arbitration (UAE).
  - Abu Dhabi Centre for Arbitration (UAE).
- Bahrain International Centre for Commercial Arbitration (Bahrain).
- Tunis Arbitration Centre (Tunisia).
- Lebanese Centre for Arbitration (Lebanon).
- Yemen Conciliation and Arbitration Centre (Yemen) (Zaid, 2004).

### **W. Institutional Arbitration:**

Institutional arbitration is considered one of the main forms of arbitration addressed by the Algerian legislator in Law 08-09, which includes the Code of Civil and Administrative Procedure. Given the importance of arbitration and its increasing prevalence, especially in international trade, institutions - often from the private sector - have adopted specific rules governing arbitration procedures, including the appointment of arbitral tribunals. The purpose of this form of arbitration is to facilitate and regulate the process for the parties involved, as well as to supervise and manage the arbitration from start to finish by the designated arbitration institution.

The mere reference in the arbitration agreement to the rules of a particular institution makes those rules part of the agreement, and the role of the arbitration institution in the arbitral proceedings becomes organisational and supervisory, for which a fee is paid to the institution in advance. Notable examples of arbitration institutions are:

- Frequently used institutions
  - International Chamber of Commerce (based in Paris).
  - London Court of International Arbitration (based in London).
  - International Centre for Settlement of Investment Disputes (based in Washington).
- At the level of the Arab countries, there are several centres, including
  - Cairo Regional Centre for International Commercial Arbitration (Egypt).
  - Dubai International Centre for Arbitration (UAE).
  - Abu Dhabi Centre for Arbitration (UAE).



- Bahrain International Centre for Commercial Arbitration (Bahrain).
- Tunisian Centre for Arbitration (Tunisia).
- Lebanese Centre for Arbitration (Lebanon).
- Yemeni Centre for Conciliation and Arbitration (Yemen).

Institutional arbitration is based on a set of rules: each arbitration institution usually has its own arbitration rules, which generally include provisions on the request for arbitration, the response to the request, the constitution of the arbitral tribunal, the role of the arbitrators, and specific rules on the arbitral procedure, the award, the terms and conditions and the costs. These rules often include a model arbitration clause, leaving it to the parties to the dispute to include a clause referring to the arbitral institution in their arbitration agreement.

It is worth noting that some legislations explicitly mention institutional arbitration, including the Egyptian legislator and the Algerian legislator in Law 08-09 (Article 1039). Other legislations, such as those of the UAE, Bahrain and Kuwait, do not explicitly mention institutional arbitration, but this does not prevent parties from referring to arbitration institutions.

Thus, whether or not the legislator explicitly mentions institutional arbitration, according to international legal doctrine, parties may enter into an institutional arbitration agreement even if the legislation does not explicitly mention it.

Therefore, according to the Algerian legislator, institutional arbitration allows the arbitral institution to play a role in the dispute and to have certain powers before and during the examination of the dispute by the arbitral tribunal. However, these powers should not interfere with matters falling within the jurisdiction of national courts, i.e. they should not relate to public order and morality.

In this regard, it should be noted that, for example, the rules of the International Chamber of Commerce give the parties to a dispute the right to agree on the number of arbitrators under Article 08(01) of the ICC Rules, and the parties also agree on the applicable law. In contrast, it is the responsibility of the arbitral tribunal to draw up the so-called “terms of reference”.

In this regard, it should be noted that the rules of the International Chamber of Commerce, for example, give the parties to a dispute the right to agree on the number of arbitrators under Article 08(01) of the ICC Rules, and the parties also agree on the applicable law. In contrast, it is the responsibility of the arbitral tribunal to prepare the so-called “terms of reference”; the power to prepare this document is vested in the arbitrator, not in the parties to the dispute.

The International Chamber of Commerce is required to correct any breaches of its rules on its own initiative, otherwise the award may be flawed, possibly leading to its non-enforcement by national courts under their domestic laws.

From the above, we can conclude that institutional arbitration awards have a number of advantages and disadvantages:

**Advantages of Institutional Arbitration:**

- Institutional arbitration has become increasingly common through its inclusion

in many international contracts.

- If a party tries to avoid the commencement or continuation of arbitration proceedings, the established rules of the institution allow it to proceed with the arbitration and issue a decision resolving the dispute.
- Some arbitral institutions may intervene, albeit to a limited extent, in the award itself before it is made, in order to ensure its integrity as far as possible, including as to form.

Disadvantages of institutional arbitration:

- The arbitral tribunal or one of its members may not be familiar with the applicable law governing the dispute or with the language of that law.
- The arbitral tribunal may interpret the parties' intentions regarding the choice of applicable law in the absence of a clear expression of will, which the parties may not accept.
- Institutional arbitration can be costly, especially in institutions that charge a percentage of the value of the dispute.

### **3. Forms of Arbitration Rulings in Other Legislations**

Judgments that have not been adopted by the Algerian legislator include the default judgment and the conciliator's judgment. It should be noted, however, that the legislator recognised this type of judgment in Legislative Decree 93/09, but revoked it in the new amendment to the Civil and Administrative Procedures Code 08/09. Nevertheless, other legislation has dealt with it.

#### **3.1 Standard arbitration award**

Article 34(2) of the Egyptian Arbitration Law states: "If the claimant does not submit a defence memorandum in accordance with the paragraph of Article 30 of this law, the arbitral tribunal shall proceed with the arbitration...".

According to the Egyptian Arbitration Law, the arbitral tribunal may decide the dispute submitted to it, even in the absence of the respondent, by default. The panel continues to consider the case in accordance with the principle of continuity of the proceedings. The absence of the respondent does not, however, mean that

- Acceptance of the Claimant's claims; or
- A halt to the arbitration.

In addition, the Saudi legislator has included this form in the Executive Regulations of the Saudi Arbitration System, in Article 18, which states that any party or its representative may attend the arbitration sessions after being duly notified by the Secretary of the Arbitral Tribunal. The arbitral tribunal has the duty to verify the accuracy of the notice given to the absent party or its representative regarding the date of the session. If it is found that the notification was incorrect, the arbitration panel shall order the case to be adjourned to a later date and shall inform the absent party. Conversely, if the notification is correct,

the panel will consider what the absent party may have submitted, including memoranda, documents and evidence, as if it were present. However, if some parties to the dispute are absent while others are present, the arbitration panel shall adjourn the case to another session in order to give proper notice to the absent party.

### **3.2 Arbitration by a conciliator**

The Algerian legislator included this type of decision in the repealed Decree-Law 93/09. According to Article 459 bis 15, the arbitral tribunal decides as a conciliator if it has been authorised to do so by the agreement of the parties. However, this provision has been repealed.

Nevertheless, some Arab legislations recognise this type of decision, such as

- The Qatari Civil Procedure Law in Article 191: “Arbitrators may not be appointed for conciliation nor may they decide as arbitrators, unless it is mentioned in the arbitration agreement or in a separate agreement”.
- The Syrian Civil Procedures Law in Article 522: “Arbitrators appointed for conciliation shall be exempt from observing the procedures of litigation and the rules of law”.
- The UAE Civil Procedure Law in Article 205: “Arbitrators cannot be appointed for conciliation unless their names are mentioned in the arbitration agreement in a subsequent document.”

Based on the above, it is clear that:

- An arbitral tribunal may be appointed to reconcile the disputing parties, which may lead to a complete or partial settlement of the dispute.
- The various laws mentioned above do not address the legal value of the conciliatory decisions of the arbitral tribunal, so they do not appear to be binding on the parties.
- The Syrian legislator exempted arbitrators from adhering to procedural rules and legal standards, as the aim is to reconcile two or more parties.
- Both the Qatari and the UAE legislators emphasised the importance of specifying the arbitrators authorised to mediate in the arbitration agreement.

### **Conclusion:**

The arbitration system is a means of resolving disputes, as it replaces the jurisdiction of the state by providing protection of the disputed right through an arbitral award. Through the discussion of the topic, I have reached a number of important findings and I would also like to propose some recommendations.

### **First: Findings:**

1. The arbitral award takes several forms, including final partial awards, awards based on the agreement of the parties, awards based on statutory rules and preliminary awards.

2. The Algerian legislator has not adopted the absentee award, as the essence of the arbitration system is that the arbitrators consider the subject matter of the dispute in the presence of the parties.
3. The provisions of the arbitral award, in particular those laid down by the Algerian legislator in Law 08/09 on civil and administrative procedure, aim to protect the higher interests of the State and to maintain the public order of the State.
4. Contrary to some legislations, the Algerian legislator has subjected international arbitral awards to the supervision of national courts in order to protect the will of the parties.
5. The Algerian legislator has provided for the possibility of an appeal, which may lead to the refusal to recognise or enforce the arbitral award.

### **Second: Recommendations:**

1. It is necessary to facilitate the enforcement of arbitral awards, as this is one of the guarantees for investments.
2. The Algerian legislator should specify the authority required to issue the arbitral award and the time required to do so, in order to avoid any negative impact on the arbitration process.
3. There is a need for cooperation between commercial arbitration centres spread across Arab countries in order to disseminate the legal principles relating to arbitral awards.
4. The Algerian legislator should introduce penalties against the defendant who expresses a desire not to comply with the arbitration agreement.

### **Sources and References:**

#### **Sources:**

- Law No. 09-08, dated February 25, 2008, including the Law on Civil and Administrative Procedures, Official Gazette No. 21, issued on April 23, 2008.

#### **References:**

##### **Books:**

1. Anmar, A. (2002). *\*\*International Jurisdiction and the Enforcement of Foreign Judgments and Arbitration Rulings in Egypt. (3rd ed.)*. Egypt: Dar Al-Nahda Al-Arabiya.
2. Ahmed Mohamed Mohsen, A. M. (2011). *Enforcement Power of the Arbitration Ruling. (1st ed.)*. Egypt: Dar Al-Fikr Al-Jami'i.
3. Barbari, A. (2009). *Commentary on the Law of Civil and Administrative Procedures. (1st ed.)*. Algeria: Baghdad Publications.
4. Al-Haddad, H. (2004). *Appeal for Annulment of Arbitration Rulings in International Private Disputes. (1st ed.)*. Egypt: Dar Al-Fikr Al-Jami'i.
5. Abu Al-Wafa, A. (2007). *Voluntary and Mandatory Arbitration (1st ed.)*.

Alexandria: Dar Al-Matboo'at Al-Jami'iyya.

6. Hamoud Muhammad, H. (1990). *General Theory of Arbitration in Administrative and Commercial Matters*. (1st ed.). Egypt: Dar Al-Fikr Al-Arabi.
7. Qadi, K. (2002). *Encyclopedia of International Commercial Arbitration*. (1st ed.). Cairo: Dar Al-Shorouk.
8. Hassan Abu Zaid, S. (2004). *Arbitration in Petroleum Contracts*. (1st ed.). Cairo: Dar Al-Nahda Al-Arabiya.
9. Saadi, M. (2009). *Private International Law and Its Applications in the Algerian Legal System*. (1st ed.). Algeria: Dar Al-Khalduniya.
10. Al-Maraki, A. (2000). *Arbitration in the Gulf Cooperation Council Countries and Its Impact on State Sovereignty*. (2nd ed.). Cairo: Dar Al-Nahda Al-Arabiya.
11. Al-Waasi' Al-Darasi, A. (2008). *The Legal System of Arbitration Agreements - A Comparative Analytical Study*. (1st ed.). Egypt: Modern University Office.
12. Al-Ahdab, A. (1990). *Arbitration Documents - Part Four*. (1st ed.). Lebanon: Nofal Foundation.
13. Abd Al-MoneimKhalifa, A. (2006). *Arbitration in Internal and International Administrative Contract Disputes*. (1st ed.). Egypt: Legal Books House.
14. KarmouaKamel, A. (2017). *International Commercial Arbitration in Algeria*. (4th ed.). Algeria: Dar Boussaha.
15. Al-Faqih, G. (2009). *Arbitration in Agreements, Treaties, and International Rules - Part Two*. (1st ed.). Egypt: Modern Book House.
16. Fawzi Muhammad, S. (No publication year). *Commentary on the Commercial Arbitration Law*. (5th ed.). Jordan: Culture Library.
17. Ahmad Koghan, L. (2008). *Arbitration in Investment Contracts*. (1st ed.). Lebanon: Zain Governmental Publications.
18. Noor Shahat, M. (2007). *Supervision of Arbitrators' Actions*. (1st ed.). Alexandria: University Publications House.
19. Sayid Omar Al-Tahiyawi, M. (2007). *Elements of the Arbitration Agreement and Conditions for Its Validity*. (1st ed.). Alexandria: Al-Fikr Al-Jami'i House.
20. Bandoq, W. (2004). *Encyclopedia of Arbitration: International Agreements and Laws of Arab States*. (1st ed.). Alexandria: Al-Fikr Al-Jami'i House.
21. Youssef Sarqoh, Y. (1986). *Rulings of Arbitrators and Their Enforcement - A Comparative Study*. (1st ed.). Kuwait: No Publishing House.

### **Theses and dissertations:**

1. Bin Abdullah Al-Hamed, Turki. (2010). *Nullity of the Arbitration Judgment - A Comparative Study between the Systems of the Gulf Cooperation Council States*, Master's Thesis. Criminal Justice Specialisation, Naif Arab University for Security Sciences, Riyadh, Saudi Arabia.
2. Klibi, Hossam. (2012). *The role of the judiciary in international commercial arbitration cases*. Master's thesis, Mohamed Bouguerra University - Boumerdes.
3. Dubas, BasmaLotfi. (2009). *Conditions of the arbitration agreement and its*

effects. Doctoral thesis, Faculty of Law, Cairo.

**Articles:**

1. Khalil, Boussnoobra. (2006). Judicial intervention in international arbitration in Algerian legislation. *Supreme Court Studies*, (No. 2), pp. 119-147.
2. Kamel, AliyoushKarmoua. (June 2009). Arbitration procedure in Algerian law. *Journal of Legal Sciences*, (No. 13), pp. 80-92.
3. Kamel, AliyoushKarmoua. (December 1998). Arbitral awards: Recognition, Compulsory Enforcement and Appeals. *Horizons Journal*, (No. 4), pp. 30-48.
4. Hajar, Boukhatem. (2024). Judicial supervision of the arbitration process in the light of civil and administrative procedural law. *Algerian Journal of Law and Political Science*, Vol. 09 (No. 1), pp. 672-689.

**Conferences:**

- Bashir, Slim. (13-15 December 2006). The Arbitral Award and its Categories, Study Days on International Commercial Arbitration in Algeria, Annaba.