

LEGAL EFFECTS OF THE ELECTRONIC ARBITRATION AWARD

Dr. AHMAD MAHMOUD MASADEH

Associate Professor, Private Law, College of Law, Amman Arab University.
Email: a.masadeh@aau.edu.jo, ORCID: 0000-0002-5945-8097

Dr. CHIKH NASSIMA

Professor, Private Law at the Faculty of Law, Belhadj Bouchaib University Ain Temouchent (Algeria).
Email: Nassima.chikh@univ-temouchent.edu.dz, ORCID: 0000-0001-7393-117X

Abstract

Issuance of the arbitral award is one of the most important stages of the arbitral process that the arbitration system goes through. The issuance of the electronic arbitration judgment results in some procedural effects that go to the parties to the dispute or to the arbitral tribunal that, by issuing the arbitration judgment, has exhausted its jurisdiction regarding the dispute in which it was decided by a final judgment.

Keywords: Electronic Arbitration, Arbitration Award, Implementation, Comparative Legislation.

INTRODUCTION

Resorting to electronic arbitration, or what is called online arbitration, has become essential as a method of litigation in the electronic business environment, especially in the field of contracts and commercial transactions. Furthermore, it is a fast method of litigation that suits the wishes of disputing parties to refer their disputes to arbitration as an alternative to traditional methods. Resorting to ordinary courts has proven effective in resolving many international disputes, as it is considered an exceptional way to resolve disputes based on deviating from ordinary litigation methods. Arbitration, in general, is a means chosen by the parties to resolve civil and commercial disputes arising from the contract by submitting the dispute to arbitrators.

Arbitration is one of the means of resolving disputes. It is an exceptional method based on the will of the parties, where the disputant's resort to it to resolve their disputes without resorting to the competent court. The importance of arbitration has increased and become more certain in the field of international trade, where this form of adjudication has become fundamental in resolving disputes, and in light of the technological development that the field of trade in the world is witnessing electronic arbitration has emerged, referring to an agreement whereby parties commit to resolving existing or potential disputes through arbitration.

The issuance of an arbitration award is considered one of the most important stages of the arbitration process. The award is issued by the arbitrator chosen by the disputing parties to resolve the dispute. Therefore, we have chosen this topic.

This research paper is about the legal implications of an arbitration award due to its practical importance, as the issuance of an electronic arbitration award entails some procedural implications, some of which pertain to the parties to the dispute and others to the arbitration body, which, by issuing the arbitration award, has exhausted its jurisdiction

regarding the dispute that it has decided upon with a final ruling Therefore, we decided to inquire into how an electronic arbitration award is enforced once issued, and what its legal implications are.

To answer these and other questions, we divided this study into two sections. The first section addresses the nature of an electronic arbitration award, while the second section examines the legal implications of such an award The parties to the dispute will employ a descriptive, analytical, and comparative approach by analyzing the legal provisions governing this matter, drawing upon relevant model laws.

Section 1: The Nature of Electronic Arbitration Awards

This section will define arbitration and then define electronic arbitration awards, as follows:

Requirement 1: The Concept of Arbitration

Arbitration is a means of resolving disputes. It is an exceptional method based on the will of the parties, where the disputant's resort to it to resolve their disputes without resorting to the competent court. The importance of arbitration has increased and become confirmed in the field of international trade, where this judiciary has become fundamental in resolving disputes. The names have multiplied, but the name is unified. Electronic arbitration in general is called by names including (Cyberspace Arbitration)¹ (Electronic Arbitration)² or (Arbitration Using Online Techniques)³, regardless of the name, electronic arbitration refers to the agreement by which the parties undertake to resolve disputes arising between them or that may arise through arbitration⁴.

There are many definitions of arbitration. Some legal scholars have defined it as: "An agreement to submit the dispute to a specific person or persons who will decide it without the competent court."⁵ Others have stated that arbitration is a special judicial system that allows some disputes to be removed from the jurisdiction of the ordinary courts in order to be resolved by an individual or individuals chosen by the disputing parties and assigned to them the task of adjudication for these disputes⁶.

The Ottoman Civil Code (Majalla) defined arbitration as: "The two disputants taking another as a judge with their consent and their claim. This is called a judge (hakam) with two fathas and a judge (muhakkam) with a damma on the mim, a fatha on the ha, and a shadda on the open kaf."⁷

Article 4 of the Egyptian Arbitration Law No. 27 of 1994 defines it as follows: "The term arbitration agreement in the provisions of this law refers to the arbitration agreed upon by their free will, whether the body that undertakes the arbitration proceedings pursuant to the agreement of the parties is an organization or a permanent arbitration center or not."

Article 10 of the same law defined the arbitration agreement as follows: "The arbitration agreement is the agreement of the two parties to resort to arbitration to settle all or some of the disputes that have arisen or may arise between them in connection with a particular legal relationship, whether contractual or non-contractual."

As for the Jordanian Arbitration Law No. 31 of 2001 and its amendments up to 2018, it did not include an explicit definition of the arbitration agreement, but it was referred to in Article Ten of it, which says: "Any reference in the contract to the provisions of a model contract, an international agreement, or any other document that includes an arbitration clause shall be considered as a written agreement if the reference is clear in considering this clause as part of the contract."

In Algerian legislation, the legislator defined the arbitration agreement in Article 1011 of the Code of Civil and Administrative Procedure as: "an agreement by which the parties agree to submit a pre-existing dispute to arbitration," meaning that the contracting parties may include a clause in their contract allowing them to resort to arbitration. Arbitration is used to settle any future disputes that may arise between parties. This agreement is then called an arbitration clause. The parties may also conclude a separate contract in addition to the original contract, called an arbitration agreement or arbitration agreement, which comes after the dispute has arisen.

Based on the above, we see that defining arbitration or an arbitration agreement is not within the purview of the legislator, but rather the role of jurisprudence is to define arbitration agreements, but the legislator sometimes defines them to prevent disputes arising from their meaning and to remove any ambiguity or confusion.

As for the judicial definition of arbitration, the Supreme Constitutional Court of Egypt has stated that arbitration is: "Submitting a specific dispute between two parties to an arbitrator appointed by them or authorized by them in light of Conditions they set for the arbitrator to decide this dispute with a decision that is free from any suspicion of favoritism, devoid of manipulation, and decisive in ending the dispute in the aspects that the two parties referred to him after each of them has presented his point of view in detail through the main guarantees of litigation."⁸

The Jordanian Court of Cassation, in several of its rulings, defined arbitration agreements as: "An exceptional method employed by disputing parties to resolve their disputes by means of an agreement between them, with the intention of circumventing ordinary litigation procedures."⁹

The Egyptian Court of Cassation defined it as: "An exceptional method for resolving disputes, based on circumventing ordinary litigation procedures and the guarantees they provide."¹⁰

Here we find that the Jordanian and Egyptian judiciaries have made arbitration an exceptional means of resolving disputes instead of ordinary litigation, and resorting to it is at the will of the parties, otherwise the jurisdiction to resolve the dispute returns to the judiciary as it is the one with general authority to resolve disputes.

The second requirement: The concept of an electronic arbitration award. An electronic arbitration award differs from a traditional arbitration award in several aspects, such as the writing, the signature, and the methods of issuance. Other aspects distinguish an electronic arbitration award by its electronic nature, as it is issued via electronic means

and communication networks such as the internet. Therefore, it encompasses all aspects of the process. Decisions issued by the arbitration panel via this network, whether final, provisional, preliminary, or partial, do not require the physical presence of the panel members in one location. However, the terms "decision" and "arbitration" are conceptually identical; both refer to a ruling issued by an arbitration panel that resolves a dispute between the parties.

This content does not differ, of course, between an electronic arbitration ruling and a traditional arbitration ruling, even if the method of issuing the ruling differs, as this method has no effect on the content of the concept of an arbitration ruling, since there is a clear agreement between the two concepts despite the existence of some differences.

French jurisprudence has defined an electronic arbitration ruling as: "The decision that terminates, wholly or partially, the arbitration dispute, even those related to the subject of the dispute and not deciding on a specific request, such that, accordingly, the rulings cannot be challenged on the grounds of invalidity independently of the arbitration ruling that will be issued."

Some have defined it as: "The final ruling issued by the arbitration panel on the subject of the dispute, whether the ruling covers the entire dispute or only a part of it, and whether the arbitration panel accepts all of the requests of either party or rejects them all, or accepts part of them and rejects the other part."

Others have gone so far as to say that: "The arbitration award is the decision issued by the arbitrator which definitively resolves, wholly or partially, the dispute or a procedural matter that led the arbitrator to rule to end the dispute."

Although this definition is more comprehensive than the previously mentioned definitions, it has broadened the concept of an arbitration award, as it is not limited to judgments issued in disputes between parties that are decided definitively and terminate the litigation, but rather includes all decisions issued by the arbitration panel. These matters relate to numerous procedural issues, such as determining the jurisdiction of the arbitral tribunal, establishing the applicable law, the validity of the contract, or determining the liability of one of the parties.

However, the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards did not include a definition of an arbitral award, but merely referred to it in Article 1, which states: "An arbitral award means Arbitration refers not only to awards issued by arbitrators to resolve specific cases, but also to awards issued by permanent arbitral tribunals to which the parties submit. The UNCITRAL Rules of Procedure of 1976, in Article 32/1, stated that: "An arbitral tribunal may, in addition to the final arbitral award, issue provisional, preliminary, or partial arbitral awards." Conversely, some international agreements in the field of arbitration, or the regulations of international or regional arbitration bodies, have not addressed the nature of an arbitration award. For example, the Electronic Court Regulations, the WIPO Center Rules, or the Virtual Judge System have not addressed the definition of an electronic arbitration award.

Most national laws, international agreements, and treaties do not provide a specific definition of the concept of an arbitration award. This is perhaps because defining the concept of an arbitration award is not the responsibility of the legislator, whether at the national or international level, but rather the responsibility of legal scholars and the judiciary. As for the judiciary, this is done through Judicial precedents, where the French judiciary defined an arbitration award as: "The arbitrator's decision that resolves, definitively or partially, a disputed matter relating to the subject matter, jurisdiction, or procedure, or leads to the termination of the proceedings."

Meanwhile, the Jordanian Arbitration Law sometimes uses the term "arbitrator's award" and other times "arbitrator's decision" in its Article 38 thereof stipulated that: "If the arbitration panel is composed of more than one arbitrator, any decision of the arbitration panel, including the final arbitration award, shall be taken unanimously or by a majority of the members, unless the parties agree otherwise, provided that decisions on procedural matters may be issued by the arbitrator who presides over the panel if he is authorized to do so by the parties or all members of the arbitration panel." The Algerian legislation has followed the approach of most comparative legislations, as it did not define the arbitration ruling, neither under Legislative Decree No. 93/09 amending the Code of Civil Procedure, nor under Law No. 08/09 containing the Code of Civil and Administrative Procedure, and it merely referred to the elements of arbitration, which opens the door for legal interpretations to define it Referring to the provisions of the Code of Civil and Administrative Procedure, we find that the Algerian legislator stipulated in Article 1039 the following: "Arbitration is considered international, within the meaning of this law, when it concerns disputes relating to the economic interests of at least two states." From this, it can be inferred that the legislator defined the criterion upon which Its basis is that commercial arbitration is considered international, and it is limited to the "commercial and international standard," such that arbitration is commercial if the dispute arises over a legal relationship of an economic nature, and arbitration is international if the dispute affects the economic interests of at least two countries, as each party to the dispute must have a center in a different country.

Egyptian arbitration law, however, adopted a narrow interpretation of arbitration awards, stipulating those decisions issued by the arbitral tribunal prior to the final award cannot be appealed.

Regardless of the outcome reached after the conclusion of the arbitration proceedings, which forms the basis for the application of the final award, the decision cannot be challenged Dispute resolution, also known as arbitration award or decision, must be formalized in a document by the arbitrator or arbitrators. The arbitration award reflects the conclusions reached by the arbitration panel in resolving the dispute between the parties in all its aspects.

The points raised regarding the general concept of an arbitration award and the related legal debates apply here the concept of an electronic arbitration award is considered to be both electronic and traditional. Therefore, the concept of an electronic arbitration

award does not differ from a traditional arbitration award except in the method by which it is issued. The electronic arbitration award is issued electronically via the internet.

Section Two: The Legal Effects of an Electronic Arbitration Award on the Parties to the Dispute

The issuance of an electronic arbitration award has several implications for the parties to the dispute, including the legal force of the award, the process for appealing it, its enforcement, and its preservation.

First Requirement: The Legal Force of Electronic Arbitration Awards

An electronic arbitration award acquires the force of *res judicata* from the moment it is issued, just like a traditional judgment in a judicial matter, an arbitration award is considered binding even before its enforcement is formalized. Consequently, the issuing body is prohibited from reverting to it except within the limits permitted by law or by agreement of the parties.

Some legal scholars maintain that an arbitration award takes effect from the date of its issuance, while others argue that the binding force of the award is not absolute, even if the arbitration award is. This authority is based on the understanding that its scope is determined according to the scope of the arbitration agreement. Therefore, the award is only binding within the limits of the issues decided upon in the arbitration agreement.

On the legislative side, many legal systems have recognized the *res judicata* effect of arbitration awards. For example, Article (55) of the Egyptian Arbitration Law No. (27) of 1994 stipulates that: "Arbitration awards shall have the force of *res judicata*. Awards issued in accordance with this law have the force of *res judicata* and are enforceable, subject to the provisions stipulated in this law.

As for the Syrian Arbitration Law No. (4) of 2008, it stipulated the binding force of arbitral awards in Article (53) thereof, stating that: "Arbitral awards issued in accordance with the provisions of this law have the force of *res judicata*."

The decision is binding and enforceable automatically by the parties, or compulsorily if the losing party refuses to comply voluntarily after it has been given the form of enforcement. Furthermore, Article 794 of the Lebanese Civil Code stipulates the following: "An arbitral award, from the moment of its issuance, has the force of *res judicata* with respect to the dispute it adjudicates. As for the Jordanian Arbitration Law No. (31) of 2001 and its amendments up to 2018, Article 52 thereof stipulates that: "Arbitral awards issued in accordance with this Law shall have the force of *res judicata* and shall be enforceable in accordance with the provisions stipulated therein. Thus, the Jordanian legislator followed the same approach as the Egyptian legislator, and agreed with the Syrian and Lebanese legislators, regarding the binding force of arbitration awards.

As for limiting the binding force of arbitration awards to the parties to the dispute only, some legal scholars have argued that the binding force of an arbitration award is limited to the parties to the dispute in whose case the award was issued, who were notified of it, and who were able to participate in the arbitration proceedings.

According to this view, an arbitration award has no binding force against third parties, and its binding force is limited to the parties to the dispute. Only the party in whose favor the ruling was issued and the party against whom the ruling was issued. The Jordanian Court of Cassation has ruled that: "The arbitrator's decision is only binding on the parties to the arbitration." In another ruling, the Jordanian Court of Cassation also ruled that: "No person may join a case seeking the ratification of the arbitrators' award as a third party, because the arbitrator's decision is only binding on those who participated in the arbitration. In this context, the Egyptian Court of Cassation ruled that a sale contract transferred from the buyer to another party was invalid because the transferee was not a party to it and the transfer was not legally valid. The effects of this contract, including the arbitration clause, are limited to the parties involved and do not extend to the transferee's right to recourse against the transferor for any payments made.

Second Requirement: Appealing an Electronic Arbitration Award

Arbitration is a form of special justice that does not readily align with appeal procedures aimed at re-examining the dispute and replacing the arbitrator's decision with a judge's ruling. Unlike court judgments, electronic arbitration awards are not subject to appeal. Article 48 of the Jordanian Arbitration Law stipulates that: "Arbitration awards that Issued in accordance with the provisions of this law, it may be appealed by any of the appeal methods stipulated in the Civil Procedure Code, but a lawsuit to invalidate an arbitration award may be filed in accordance with the provisions set forth in Articles 49, 50 and 51 of this law.

The provisions of Article 51 of Arbitration Law No. 31 of 2001 and its amendments stipulate that if the competent court upholds the arbitration award, it must order its execution, and its decision in this regard is final. If it rules the arbitration award invalid, its decision is subject to appeal within thirty days from the day following the award. For notification, and the final decision to invalidate the arbitration award results in the termination of the arbitration agreement. Since the appealed decision dismissed the challenge to the validity of the arbitration award and ordered the enforcement of the arbitrator's decision, the decision is therefore final, necessitating the dismissal of the appeal on procedural grounds.

Article 52/1 of the Egyptian Arbitration Law also stipulates that: "1- Arbitration awards that Issued in accordance with the provisions of this law, the award may be challenged through any of the appeal procedures stipulated in the Civil and Commercial Procedure Law. Thus, the Jordanian and Egyptian legislators have followed the same approach as the United Nations Committee, which closed all avenues of appeal against arbitration awards, unlike the system of the judicial arbitration tribunal established in the state of Michigan, USA, under Public Act No. 262 of 2001, which came into effect on January 9, 2002, judgments issued by it may be appealed before the court that has jurisdiction over appeals against judgments issued by courts of first instance. Accordingly, the parties cannot request enforcement of the judgment until the judgment becomes final by the expiry of the appeal deadlines or by the rejection of the appeal. However, the UNCITRAL Model Law on International Commercial Arbitration, prepared by the United Nations Commission

on International Trade Law in June/July 1985, regarding challenges to arbitral awards, stipulated only one method, namely, a request to set aside the award, as stated in Article 34/1/2, which stipulated that:

- 1- An arbitration award may only be challenged before a court by an application for annulment submitted in accordance with paragraphs (2) and (3) of this Article:
- 2- The court named in Article 6 may not annul any arbitration award unless:
 - a) The party seeking annulment submits evidence proving:
 - b) That one of the parties to the arbitration agreement referred to in Article 7 suffers from a legal incapacity, or that the said agreement is invalid under the law to which the parties subjected the agreement, or under the law of this State if there is no evidence that they did so, or
 - c) The party requesting annulment was not properly notified of the appointment of an arbitrator in the arbitration proceedings, or was unable for another reason to present its case, or
 - d) The arbitration award addresses a dispute not intended by the party, or is not covered by the agreement to submit to arbitration, or includes Decisions on matters outside the scope of this Agreement, provided that if it is possible to separate decisions relating to matters submitted to arbitration from decisions not submitted to arbitration, only that part of the arbitral award containing decisions relating to matters not submitted to arbitration may be set aside, or
 - e) The formation of the arbitration panel or the procedure followed in the arbitration was contrary to the agreement of the parties, unless this agreement was contrary to a provision of this law which the parties may not violate, or it was, in the absence of such an agreement, or contrary to this law or.

It should be noted that the Model Law only allows for challenging an arbitration award by way of annulment, while Article 25 of the Court's Rules of Procedure stipulates that an arbitration award is final and not subject to appeal. Paragraph 6 of the same article stipulates that the parties' agreement to subject the award to an arbitration award is considered final.

The dispute was referred to arbitration in accordance with the court's regulations, with the parties waiving their right to appeal the ruling through any means.

Third requirement: Enforcement of the electronic arbitration award

The general rule is that arbitration awards are enforced voluntarily by the disputing parties who have chosen this method to resolve their disputes. The exception is when the losing party delays or refuses to voluntarily enforce the award. In such cases, the arbitration award faces an obstacle to its enforcement, which is considered one of the most serious issues facing arbitration.

The process, given its importance, has led most national legislations and international agreements to adopt the simplest methods for enforcing arbitration awards in order to maximize their effectiveness.

Article 1 of the Egyptian Arbitration Law No. (27) of 1994 stipulates that: "The provisions of the accompanying law shall apply to all arbitrations existing at the time of its entry into force or commencing thereafter, even if based on a previously concluded arbitration agreement."

Before this law came into effect." This means that Egyptian law stipulates that its provisions apply to all arbitrations conducted in Egypt or abroad, provided the parties have agreed to subject them to the provisions of this law.

The Egyptian legislator addressed the rules for enforcing arbitration awards, specifying the procedures and conditions for implementing these rules in Article 58 of Arbitration Law No. 27 of 1994, which states:

1. An arbitration award shall not be enforced if the time limit for filing an action to set aside the award has not yet expired.
2. An arbitration award may not be enforced under this law except after verifying the following:
 - (a) that it does not conflict with a previous judgment issued by Egyptian courts on the same subject matter.
 - (b) It does not contain anything that violates public order in the Arab Republic of Egypt.
 - (c) It has been properly served on the party against whom the judgment was issued.
- 3- An order to enforce an arbitration award may not be appealed. However, an order refusing enforcement may be appealed to the competent court in accordance with Article (9) of this Law within thirty days of its issuance.

This text indicates that the Egyptian legislator addressed arbitration awards issued abroad in accordance with Egyptian law and equated them with arbitration awards issued in Egypt. As for the procedures for enforcing the arbitration award, this arbitration acquires the force of *res judicata* immediately upon its issuance and is enforceable, but it is not covered by Enforcement is required, therefore an order for its execution is necessary. The authority to issue such an order rests with the president of the court originally competent to hear the dispute.

As for the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958, Article 4(1) stipulates the following regarding obtaining an order for the enforcement of an arbitral award:

- 1) Anyone requesting recognition and enforcement as stipulated in the preceding article must submit with their application:
 - (a) The original official judgment or a copy thereof that meets the requirements for the validity of the instrument.

- (b) The original agreement stipulated in Article 2 or a copy that meets the requirements for the validity of the instrument.

Article 35/2 of the 1985 Model Law on International Commercial Arbitration stated that:

- 1- An arbitral award shall be binding regardless of the country in which it was issued, and shall be enforced upon a written application submitted to a competent court, subject to the provisions of this Article and Article 36.
- 2- The party relying on an arbitration award or submitting a request for its enforcement must submit the original award duly authenticated or a duly certified copy thereof, and the original arbitration agreement referred to in Article 7 or a duly certified copy thereof. Duly certified. If the arbitration award is not issued in an official language of this country, that party must submit a duly certified translation into that language. This means that the party in whose favor the award was issued must submit an application for its enforcement along with the arbitration award, or A copy of the arbitration agreement must be submitted, and if the arbitration award is issued in a language other than the official language of the country, that party must submit a duly certified translation of the award into that language. Since electronic arbitration is an integral part of traditional arbitration, Therefore, the reality is that the execution of an electronic arbitration award must be carried out in the same way as the execution of a traditional arbitration award as much as possible. For certain considerations that make it difficult to follow the same mechanism, the electronic arbitration award may be executed in ways that are consistent with the privacy of the virtual world without the need to follow the procedures for executing foreign arbitration awards.

The 1998 Paris Chamber of Commerce Arbitration Rules, in Article (28/6), affirmed that:

"Every arbitral award shall be binding on the parties. By referring the dispute to arbitration in accordance with these rules, the parties undertake to execute any arbitral award without delay, and they shall be deemed to have waived all means of appeal."

The aforementioned texts clearly state that the party seeking enforcement of an arbitration award must submit the original award or a certified copy thereof. However, while this poses no problem in traditional arbitration, it appears different in electronic arbitration for several reasons, including:

- 1- Because the information system does not distinguish between the original and the copy.
- 2- This relates to the difficulties raised by the formality of the electronic document, as this aspect was referred to in Article (28/2) of the Regulations of the International Chamber of Commerce in Paris, which states: "The Secretary-General of the Authority shall deliver additional certified true copies, at any time, to the parties who request them and to the exclusion of others."

As for the Jordanian Arbitration Law, Article Three of it stipulates that: "The provisions of this law shall apply to every consensual arbitration that takes place in the Kingdom and relates to a civil or commercial dispute between parties, whether public or private law

persons, regardless of the nature of the legal relationship around which the dispute revolves, whether contractual or non-contractual.”

Article 27 of the same law stipulated that: "The parties to the arbitration may agree on the place of arbitration, whether within the Kingdom or abroad. If no agreement exists, the arbitration panel shall determine the place of arbitration, taking into account the circumstances of the case and the suitability of the location for the parties. This shall not prevent the arbitration panel from meeting in any place it deems appropriate to conduct any proceedings."

Arbitration procedures include hearing from the disputing parties, witnesses, or experts; reviewing documents; inspecting goods or assets; conducting deliberations among its members; and other similar actions. Therefore, it appears to us that Jordanian arbitration law does not differentiate between national and international arbitration, unlike the law The model for international commercial arbitration or the Egyptian Arbitration Law differentiate between national and international arbitration. As previously explained, the Jordanian legislator has granted the award issued by the arbitration tribunal or arbitral tribunal the same binding force as a court judgment the law explicitly and definitively states that arbitral awards issued in accordance with the Arbitration Law have the force of *res judicata* and are enforceable.

Fourth Requirement: Preservation of the Award

Preservation of an arbitral award means depositing the original award or a signed copy thereof with the court clerk, where no Any problem with this is raised with respect to ordinary (traditional) arbitration, which is a requirement of many arbitration laws, including the Egyptian Arbitration Law No. (27) of 1994 and the Qatari Civil and Commercial Procedures Law No. (13) of 1990. The International Chamber of Commerce (ICC) regulations in Paris stipulate in Article 28/4 that: "An original copy of an arbitration award issued in accordance with these regulations shall be deposited with the Secretariat of the Authority."

The difficulty arises in the mechanism for storing electronic arbitration awards. Some challenges arise in ensuring the completeness of the award's content and allowing for its confidentiality should the parties to the dispute wish to keep it so. The electronic arbitration award is stored on the case's website by the arbitration panel, which then requests that a copy be filed with the court clerk when a copy is required A paper copy of the ruling is required for this purpose, as some countries do not accept electronic documents. Regarding the publication of the electronic arbitration ruling, Article (25/4) of the Electronic Court Regulations stipulates that: "The ruling shall be published on the case website."

This provision does not present any problem related to the preservation or storage of the ruling for an extended period. In order to reach appropriate solutions for preserving electronic arbitration awards, the UNCITRAL Model Law on Electronic Commerce of 1996 included conditions relating to the retention of data messages that must be met for the preservation of electronic documents.

Article 10 of the said law stipulated that:

- 1) Where the law requires that certain documents, records or information be retained, this requirement is met if data messages are retained, provided that the following conditions are observed:
 - (a) The information contained therein is easily accessible in a manner that allows it to be used for future reference.
 - (b) Retain the data message in the form in which it was created, sent, or received, or in a form that can be proven to accurately represent the information created, sent, or received.
 - (c) Retain any information that allows identification of the origin, destination, and date and time of the data message.

Undoubtedly, the conditions and regulations mentioned are among the tasks of arbitration centers, and they bear the responsibility of preserving the ruling and ensuring its completeness. Hence, the importance of selecting the arbitration parties and choosing the best arbitration centers that possess experience and technical capabilities in order to preserve the case file, emphasize its confidentiality, and establish proof of its content without dispute whenever possible.

CONCLUSION

In conclusion, in this presentation, which reviewed the legal implications of electronic arbitration rulings, we arrived at several results and recommendations, which we summarize as follows: -

Electronic arbitration has a special nature and system in terms of conducting arbitration procedures from beginning to end electronically, through the Internet.

- An electronic arbitration award has the same legal force as a traditional arbitration award when it meets the conditions stipulated by law.
- The Jordanian Arbitration Law does not differentiate between national and international arbitration, unlike the UNCITRAL Model Law on International Commercial Arbitration or the Egyptian Arbitration Law, which do differentiate between national and international arbitration.
- The Algerian legislator has enshrined the principle of enforcing international arbitration awards arising from international trade disputes in the Code of Civil and Administrative Procedure and in international conventions ratified by Algeria, most notably the 1958 New York Convention.

Based on the above, we propose the following:

- The need for the parties to the dispute to agree in advance on electronic arbitration before resorting to it, given that some countries do not accept electronic writing and

signatures, and some countries have laws that require prior agreement on electronic transactions.

We hope that the Jordanian legislature will amend the Jordanian Arbitration Law to include provisions that establish an international standard for arbitration, thus differentiating between national and international arbitration, as some comparative laws in this field have done. We also hope that the Algerian legislature will amend the legal provisions related to arbitration, taking into account the connection between arbitration and e-commerce.

- Training judges who specialize in the field of electronic arbitration by involving them in training courses and international and national conferences, with the need to keep them informed of the various developments in the arbitration system, and what is issued by the comparative judiciary in the field of international arbitration.
- The need for concerted international efforts to adapt various arbitration laws to accommodate electronic arbitration from both legal and technical perspectives.

Foot Notes

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