



AI COMMENTARY: KSA ARBITRATION LAW 2012

Prepared by Galadari Advocates & Legal Consultants with ChatGPT

Edited by Abdulla Ziad Galadari, Sergejs Dilevka, and Dimitriy Mednikov

About Galadari

Galadari is a full-service Emirati law firm dedicated to providing legal solutions at every stage of the business cycle.

Since 1983, we have supported the development of the United Arab Emirates (UAE) legal framework, while contributing to the industry and driving great commercial impact across the Emirates and supporting our clients to navigate through their challenges.

For four decades, our goal has been to deliver the highest-quality product to solve complication issues. Our team take pride in our uncompromising approach to quality and recognise everything we do, or produce is a measurement of our commitment to quality. We give 100% the first time and every time.

Our legal team consists of over 60 locally qualified Emirati and international lawyers across 3 offices in the UAE who are fluent in 18 different languages. Our Emirati advocates have full rights of audience across all UAE Courts. Our team aims to provide the highest standard of legal service and maintain the same level of quality at every point of contact.

Aligned with our core values, Galadari is committed to being a responsible business. We are actively progressing towards a diverse and inclusive workforce, using our legal capabilities to do good in the community through pro bono work, supporting communities and charities across the UAE, and reducing our environmental impact.

Galadari's International Arbitration Practice

Galadari “are a local law firm with international standards and lawyers, familiar with local UAE laws, DIFC laws, and international laws” (*The Legal 500 EMEA – UAE 2023*).

With over four decades of experience in the UAE, our team possesses extensive expertise gained from their involvement in high-profile, intricate disputes worth millions of dollars across the region. Clients rely on our broad-ranging knowledge to guide them on the most suitable strategy for their business when faced with a dispute, whether as the claimant or respondent.

We represent clients in proceedings governed by a variety of international arbitration bodies, including ICC, LCIA, SCC, SCIA, DIAC, and GCC CAC. Additionally, we also provide representation in ad-hoc arbitration cases, and arbitration-related proceedings before the courts of Dubai, the DIFC, Abu Dhabi, and the ADGM.

With one of the largest teams of Emirati advocates in the country, we offer a one-stop shop from the initiation to the conclusion of any arbitration, eliminating the need for external counsel.

Clients and legal directories continuously praise our forward-thinking approach. The team was shortlisted for Arbitration Law Firm of the Year by Thomson Reuters Asian Legal Business Middle East Law Awards 2023, and Arbitration Team of the Year in Law.com International's Middle East Legal Awards 2023.

Galadari's International Arbitration Team



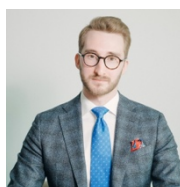
Abdulla Ziad Galadari
Senior Partner
abdulla@galadarilaw.com

Abdulla is the principal driving force behind the growth strategies of many private and public organisations across the UAE, who continuously develop under his leadership. He is a key influencer across the UAE, supporting a diverse range of businesses and senior dignitaries, helping them to navigate its legal framework. Abdulla has been recognised by The Legal 500 as a “Leading Individual” in the region.



Sergejs Dilevka
Senior Counsel
s.dilevka@galadarilaw.com

Sergejs is Senior Counsel at the Dispute Resolution department of the Galadari's Dubai office. Sergejs is a dual-qualified lawyer and admitted as a Solicitor of the Senior Courts of England & Wales and as an Attorney and Counsellor of Law in the Courts of the State of New York. Sergejs has over 15 years of experience in advising and representing multinational companies and high-net-worth individuals in a wide range of complex institutional (ICC, LCIA, DIFC-LCIA, LMAA, SCC, SCIA, DIAC, GCC CAC) and *ad hoc* international and domestic arbitration proceedings, and litigation proceedings at DIFC Courts. Sergejs is a registered practitioner with DIFC Courts and ADGM Courts.



Dimitriy Mednikov
Associate
dimitriy.mednikov@galadarilaw.com

Dimitriy is an Associate at the Dispute Resolution department of Galadari's Dubai office. Dimitriy's practice focuses on complex commercial arbitration, particularly in the IT, engineering and construction, and M&A sectors, under various institutional rules (ICC, LCIA, SCC, HKIAC, and DIAC). Dimitriy has substantial experience in advising and acting for high-net-worth individuals in cross-border disputes and criminal proceedings involving allegations of money laundering. Dimitriy is a registered practitioner with DIFC Courts and ADGM Courts.

Editors' Preface

Galadari's Artificial Intelligence (AI) Commentary on arbitration rules, laws, and treaties, was composed by Abdulla Ziad Galadari, Sergejs Dilevka, and Dimitriy Mednikov.

The term 'artificial intelligence' (AI) was first suggested by John McCarthy in 1955, defining it as a challenge "*of making a machine behave in ways that would be called intelligent if a human were so behaving*".

Almost seventy years later, further to multiple waves advancing AI technologies and notwithstanding several so-called 'AI winters' (prolonged periods of time when interest and investment in AI was significantly decreasing), AI has finally arrived as an essential technology for our future development and is here to stay. Today, leading AI platforms are able to maintain logical conversations their users, thus, satisfying Mr McCarthy's problem by making a machine behave intelligently.

The benefits of AI for both individuals and businesses have transitioned from being purely theoretical to practicable and, to a great extent, quantifiable. For legal practitioners, presently, such quantifiable benefits would likely be based on the billable time saved, for example, on document review and textual analysis or production of documents based on standard templates. Further, there is a huge potential to use AI to write simple code automating mundane tasks, such as generation of exhibit lists, (re)numbering of exhibits, bulk-conversion of documents from one file format into another, updating cross-references or footnotes in a document — one can think of plenty of use cases and what is needed is a bit of knowledge on how to make basic changes to that code and run it. However, as of the date of this publication, it seems that the general consensus among legal practitioners is that AI systems cannot be reliably used for legal research and all of the results of such research would still have to be reviewed with great care by human lawyers.

Galadari's AI Commentary on arbitration rules, laws, and treaties, is an experiment focussed on using AI to ascertain the current quality of AI analysis, and to determine whether AI is able to digest large quantities of complex information and produce an accurate and logical analysis of the relevant text in respect of various arbitration rules.

In the development of this AI Commentary, we used ChatGPT (GPT-3.5), an AI-powered language model developed by OpenAI. This AI model is capable of generating human-like text based on context and past conversations. The method used, for consistency, and not due to lack of imagination, implemented the use of the following prompt template to generate commentary on each provision of the relevant text: 'analyse article/section X of arbitration law/rules/treaty'.

Overall, the general outcome of our experiment indicates that, in the majority of situations, ChatGPT was able to successfully dissect provisions, spot important nuances, and generate meaningful commentary on the relevant provisions. Specifically, once ChatGPT was presented with a provision for analysis, it would typically attempt to break down the text into separate aspects into a list or bullet point format, tackling each and summarising the provision at the end of its analysis. This approach is consistently observed by ChatGPT across all the AI Commentary publications. We found this method to be suitable and informative, allowing readers to process the analysis in a systematic manner and benefit from ChatGPT's separation of the provision into smaller bits that the reader may be specifically interested in. It was noted that ChatGPT does not overlook or miss certain aspects of a provision, which is a potential human risk factor. ChatGPT addressed every aspect of provisions without fail, for example:

Article 21.3 of the UAE Federal Law No. 6 of 2018 on Arbitration (“UAE Arbitration Law”): *“The Arbitral Tribunal may, at the request of any party or on its own motion, amend, suspend, or cancel an interim measure it has ordered, in exceptional circumstances, by prior notice to be given to the Parties.”*

ChatGPT: *“Article 21.3 of the UAE Arbitration Law grants the Arbitral Tribunal the authority to modify, suspend, or revoke interim measures it has previously ordered during the arbitration process. These changes can be made under specific conditions referred to as “exceptional circumstances”. Let us analyse this article:*

1. *Modification: The Tribunal can amend or alter the scope or conditions of an interim measure based on the evolving circumstances of the case.*
2. *Suspension: The Tribunal can suspend the enforcement of an interim measure temporarily if the circumstances warrant it.*
3. *Cancellation: The Tribunal can completely cancel or revoke an interim measure previously ordered if it deems it no longer necessary or appropriate.*
4. *Exceptional Circumstances: The Tribunal’s power to amend, suspend, or cancel interim measures is limited to exceptional circumstances, implying that such measures are not subject to routine or arbitrary alterations.*
5. *Prior Notice: The article requires the Tribunal to provide advance notice to the parties before making any changes to the interim measures. This ensures transparency and allows parties to present their positions on the proposed amendments.”*

The commentary produced using ChatGPT did display some shortcomings. For example, there were instances when ChatGPT would ‘hallucinate’, making something up, which is a well-known limitation not only for OpenAI and ChatGPT users but also for other AI systems, for example:

Extract from ChatGPT’s commentary on Article 2.4 of DIAC Arbitration Rules 2022 containing a reference to Article 32: *“This exception indicates that certain specific provisions, such as Article 32, may have limited application to agreements to arbitrate made before the effective date of the Rules. It provides flexibility for parties to agree on different rules or procedures ~~regarding the settlement or termination of proceedings~~, even if the general principle of the Rules taking precedence over the parties’ agreement still applies.”*

Human lawyer: *Article 32 of DIAC Arbitration Rules 2022 does not concern ‘settlement or termination of proceedings’ but sets out provisions pertaining to expedited proceedings.*

Occasionally, ChatGPT would not appreciate the important distinction between ‘may’ or ‘should’ and the commanding ‘shall’, which can be crucial, for example:

Article 4.1(c) of DIAC Arbitration Rules 2022: *“Any party wishing to commence an arbitration under the Rules shall submit to the Centre a Request which shall include: [...] (c) a copy of any relevant agreement between the parties, which contains the agreement to arbitrate, in respect of which the claim arises; [...].”*

ChatGPT: *“Article 4.1 of the DIAC Arbitration Rules outlines the requirements for submitting a Request to commence an arbitration under the Rules. Let us analyse each component of this article: [...] Copy of relevant agreement: The Request ~~should~~ include a copy of any relevant*

agreement between the parties that contains the agreement to arbitrate, which is the basis for the claim being made.”

Parenthetically, ChatGPT sometimes would simply paraphrase a provision several times within a single answer or alter the format of the responses with a series of prompts within the same commentary. To be fair, most of these provisions were quite nominal and did not contain much substance for analysis, for example:

Definition of ‘Parties’ Article 1.1 of UAE Arbitration Law: *“Parties: The Claimant and the Respondent, whatever their number.”*

ChatGPT: *“Parties: Refers to the Claimant and the Respondent involved in the arbitration. The parties could be individuals, companies, or any legal entities engaged in a dispute.”*

It was expected that there would be such limitations, but it was pleasantly surprising that their frequency was much lower than anticipated.

Being cognisant of all the existing issues and scepticism within the legal community, we consider that this experimental AI Commentary could be of assistance to practitioners in at least two ways. First, it allows the reader an opportunity to perform a sense check on their understanding of a provision or its aspect against ChatGPT’s analysis. Second, the time required to produce 24 publications comprising the AI Commentary was significantly less than the typical duration needed to produce a single comprehensive commentary text on any of the relevant arbitration laws, rules, or treaties. Thus, should it become necessary, a similar AI commentary could be produced on any arbitration law/rules/treaty at a fraction of time and cost typically associated with such a task.

The purpose of publishing the AI Commentary is to provide arbitration practitioners and academics with a general sense of what is presently possible to achieve in the field of arbitration with the assistance of generative AI software, and encourage the arbitration community to push the boundaries of arbitration as a flexible, efficient, and effective dispute resolution method.

Notably, all commentary was generated with ChatGPT and was supported by a selective review by the Editors. Accordingly, the commentary may contain inaccurate and/or incomplete information. Readers are strongly advised to exercise caution reading the commentary with some scepticism and to keep a pencil in hand to note any inaccuracies. Needless to say, nothing in this text should be considered and/or relied upon as legal advice. For detailed information, please refer to OpenAI’s Terms & Policies.

This project would not be complete without front page illustrations, which were also generated by AI. DALL E, another OpenAI system capable of creating images based on prompts, was used for this purpose. The chosen concept is based on a watercolour painting style, primarily portraying athletic rivalries in locations that correspond to the relevant arbitration law, rules, or treaty. The hope is that the readers will find the illustrations aesthetically appealing.

Should you have any questions, comments, or observations, including any noticed errors, please do not hesitate to contact us directly via email at s.dilevka@galadarilaw.com.

Abdulla Ziad Galadari

Sergejs Dilevka

Dimitriy Mednikov

November 2023

6 / 125

TABLE OF CONTENTS

1st Part — General Rules.....	11
1st Article:	11
2nd Article:.....	12
3rd Article:	13
4th Article:.....	15
5th Article:.....	16
6th Article:.....	17
7th Article:.....	20
8th Article:.....	20
2nd Part — Arbitration Agreement	23
9th Article:.....	23
10th Article:.....	25
11th Article:.....	27
12th Article:.....	28
3rd Part — Arbitral tribunal	30
13th Article:.....	30
14th Article:.....	31
15th Article:.....	32
16th Article:.....	36
17th Article:.....	39
18th Article:.....	43
19th Article:.....	45
20th Article:.....	46
21st Article:	49
22nd Article:.....	50
23rd Article:	53
24th Article:.....	55
4th Part — Executing the arbitration	58
25th Article:.....	58
26th Article:.....	60
27th Article:.....	61

28th Article:.....	61
29th Article:.....	63
30th Article:.....	65
31st Article:	69
32nd Article:.....	70
33rd Article:	71
34th Article:.....	75
35th Article:.....	78
36th Article:.....	79
37th Article:.....	83
5th Part — Settlement procedures of the arbitral claim	84
38th Article:.....	84
39th Article:.....	86
40th Article:.....	90
41st Article:	94
42nd Article:.....	97
43rd Article:	99
44th Article:.....	101
45th Article:.....	102
46th Article:.....	103
47th Article:.....	105
48th Article:.....	107
6th Part — The invalidity of the arbitration award	109
49th Article:.....	109
50th Article:.....	110
51st Article:	114
7th Part — The authentic and execution of the awards of the arbitrators	116
52nd Article:.....	116
53rd Article:	117
54th Article:.....	118
55th Article:.....	119

8th Part — Final provisions 122

56th Article:.....122

57th Article:.....123

58th Article:.....123

**ROYAL DECREE NO M/34, DATED 24/5/1433 AH (CORRESPONDING TO 16/4/2012 AD)
CONCERNING THE APPROVAL OF THE LAW OF ARBITRATION¹**

With the help of Allah the Almighty,

We, Abdullah Ibn Abdul Aziz Al Saud, king of the Kingdom of Saudi Arabia,

Based on Article 70th of the Saudi Statute, issued by the Royal Decree No. (A/90) dated, 27/8/1412 AH,

And based on Article 20th of the Council of Ministers law, issued by the Royal Decree No. (A/13) dated 03/03/1414 AH,

And based on Article 18th of the Law of Ash-Shura Council issued by the Royal Decree No. (A/91) dated 27/08/1412 AH,

And having reviewed the Decree of Ash-Shura Council No. (99/77), dated 21/02/1433 AH,

And having reviewed the Decree of the Council of Ministers No. (156), dated 17/05/1433 AH (corresponding to 9/4/2012AD),

We hereby decree the following:

Firstly: The approval of the Law of Arbitration with the attached form.

Secondly: His Highness the Deputy Prime Minister, the Ministers and the Chairmen of the concerned independent bodies shall take this Decree into action, each under his competence.

Abdullah Ibn Abdul Aziz Al Saud

¹ Source: <https://www.idc.gov.sa/en-us/RulesandRegulations1/Arbitration%20Law.pdf>.

THE LAW OF ARBITRATION

1st Part — General Rules

1st Article:

The following expressions shall have the meaning assigned to them, unless the context requires otherwise:

- 1. The Arbitration Agreement:** It is an agreement between two or more parties to refer to the arbitration all or some of certain disputes that have occurred or might occur between them concerning a certain regulatory relation, whether it is in the shape of a contract or not, whether the arbitration agreement appears as an arbitration condition mentioned in a contract, or as an independent arbitration stipulation.
- 2. The Arbitration Authority:** It is the individual arbitrator including its team of arbitrators that judge in the dispute referred to the arbitration.
- 3. The Competent Court:** It is the court of the regulatory authority to judge in the disputes that are agreed to be under arbitration.

Article 1 of the Kingdom of Saudi Arabia's Arbitration Law provides definitions for key terms used within the law. Here is an analysis of the definitions provided in this article:

1. Arbitration Agreement:
 - a. Definition: The article defines an "Arbitration Agreement" as an agreement between two or more parties to refer certain disputes to arbitration. These disputes could have already occurred or might occur in the future. The disputes must be related to a specific regulatory relationship, whether it is in the form of a contract or not. The arbitration agreement can be part of a contract or exist as a separate stipulation.
 - b. Analysis: This definition outlines the core concept of the agreement to resolve disputes through arbitration. It emphasises that the disputes should be linked to a regulatory relationship and can cover both contractual and non-contractual matters. The flexibility in incorporating arbitration agreements into contracts or as independent stipulations is highlighted.
2. Arbitration Authority:
 - a. Definition: The term "Arbitration Authority" is defined as the individual arbitrator or a team of arbitrators responsible for making judgments in the disputes referred to arbitration.
 - b. Analysis: This definition clarifies the role of the arbitrators who are tasked with resolving the disputes. It mentions that arbitration can involve either a single arbitrator or a group of arbitrators working together as a team.

3. Competent Court:
 - a. Definition: The “Competent Court” is defined as the court of the regulatory authority that has the jurisdiction to adjudicate disputes that have been agreed to be resolved through arbitration.
 - b. Analysis: This definition points out that despite the agreement to resolve disputes through arbitration, the regulatory court still plays a role in terms of jurisdiction. It emphasises that the court having jurisdiction is associated with the regulatory authority related to the subject matter of the dispute.

Overall, Article 1 of the Arbitration Law sets the foundation for understanding the key terms used throughout the law. It clarifies the scope of arbitration agreements, the role of arbitrators, and the interaction between arbitration and the regulatory court system. This lays the groundwork for the subsequent provisions of the law to be applied in a coherent and well-defined manner.

2nd Article:

Without prejudice to the rules of the Islamic Sharia and the rules of the international conventions in which the Kingdom is included as one of its parties, the provisions of this law are valid for any arbitration, whatever the nature of regulatory relation of the dispute is, if the arbitration is conducted inside the Kingdom, or if it is a commercial international arbitration held abroad, and its parties agreed that it shall be subject to provisions of this law.

The provisions of this law are not valid for the disputes of the personal status or the matters that cannot be reconciled.

Article 2 of the Kingdom of Saudi Arabia’s Arbitration Law outlines the scope and applicability of the law to different types of arbitration and disputes. Here is an analysis of the provisions outlined in this article:

Scope of Applicability:

1. The article establishes the scope of the Arbitration Law’s applicability. It states that the provisions of the law apply to any arbitration, regardless of the nature of the regulatory relationship involved in the dispute.
2. This means that the law is not limited to specific types of disputes or regulatory relationships but has a broad application to various types of arbitration.
3. Geographical Application: The article specifies two scenarios in which the law’s provisions are valid:
 - a. Arbitration conducted within the Kingdom of Saudi Arabia.
 - b. Commercial international arbitration held abroad where the parties have agreed to subject it to the provisions of this law.

This indicates that the law covers both domestic and international arbitration proceedings. If parties agree to apply the Saudi Arbitration Law to their international arbitration, it can be done even if the arbitration is held outside the Kingdom.

4. Limitations on Applicability:
 - a. The article also sets certain limitations on the applicability of the Arbitration Law. It states that the law's provisions are not valid for disputes related to personal status or matters that cannot be reconciled.
 - b. This means that family law matters (personal status) and certain irreconcilable disputes are excluded from the scope of the law. These matters are typically governed by separate legal frameworks.
5. Guiding Principles:
 - a. The article mentions that the law operates "without prejudice to the rules of the Islamic Sharia and the rules of the international conventions" in which Saudi Arabia is a party.
 - b. This indicates that while the Arbitration Law is comprehensive, it operates within the framework of Islamic law (Sharia) and international conventions to which Saudi Arabia is a signatory. This alignment with Sharia and international norms ensures that the law respects established legal principles.

In summary, Article 2 of the Arbitration Law defines the scope of its applicability to different types of arbitration proceedings. It covers both domestic and international arbitration, provided the parties agree. It excludes personal status disputes and certain irreconcilable matters. The law operates while considering Sharia principles and international conventions. This article ensures that the Arbitration Law's provisions are clear and well-defined in terms of their application and limitations.

3rd Article:

According to this law, the arbitration shall be international if its dispute is related to the international trade, and this occurs in the following matters:

- 1. If the headquarter of both parties of the arbitration lies on more than one country at the time of the arbitration agreement; if one party has more than a business center, it depends mainly on the most relevant center to the subject of the dispute, and if one or both parties do not have a certain business center, it depends mainly on their normal residence address.**
- 2. If the headquarter of both parties of the arbitration lies on the same country at the time of the arbitration agreement, and one of the following places lies outside that country:**
 - A. The place of the arbitration procedures as assigned in the arbitration agreement, or referred to its way of assignation.**
 - B. The place of executing an essential side of the obligations arising from the trading affairs between both parties.**

C. The most relevant place to the subject of the dispute.

3. If both parties agree to resort to an organization or a permanent arbitration authority, or an arbitration center lies outside the Kingdom.

4. If the arbitration subject included in the arbitration agreement is related to more than one country.

Article 3 of the Kingdom of Saudi Arabia’s Arbitration Law outlines the criteria that define whether an arbitration is considered “international” under the law. Here is an analysis of the provisions detailed in this article:

Definition of International Arbitration: The article establishes that an arbitration is considered “international” if its dispute is related to international trade. This sets the context for the criteria that follow.

1. Criteria for Determining International Arbitration: The article outlines several scenarios under which an arbitration is considered international:
 - a. If the headquarters of both parties are in more than one country at the time of the arbitration agreement. If one party has multiple business centres, the most relevant centre to the dispute is considered. If parties do not have specific business centres, their normal residence addresses are considered.
 - b. If both parties have their headquarters in the same country at the time of the arbitration agreement, but one of the following places is located outside that country:
 - i. The place designated for arbitration procedures in the agreement or by reference.
 - ii. The place where an essential aspect of the obligations arising from the trade between the parties is executed.
 - iii. The most relevant place to the subject of the dispute.
 - c. If both parties agree to use an organisation, permanent arbitration authority, or an arbitration centre located outside Saudi Arabia.
 - d. If the subject of arbitration included in the agreement relates to more than one country.

These criteria establish the conditions that must be met for an arbitration to be categorised as “international” under Saudi law.

2. Importance of International Trade: The emphasis on international trade as a determinant of international arbitration indicates that the law is primarily concerned with disputes arising from cross-border business relationships.

3. Alignment with International Standards: These criteria for defining international arbitration reflect an alignment with international arbitration standards, ensuring that the law is in harmony with established global practices.

In summary, Article 3 of the Arbitration Law provides a comprehensive framework for determining when an arbitration is classified as “international”. It considers the location of parties’ headquarters, places of arbitration procedures, execution of trade-related obligations, the relevance of dispute subject, and the involvement of foreign arbitration bodies. This clarity in defining international arbitration helps guide the application of the law to different types of disputes with cross-border elements.

4th Article:

In the cases this law allows the parties of the agreement to choose the assigned procedure to be followed in a certain matter, this ensures their right to permit others to choose this procedure, and the others referred to in this subject are every individual, authority, organization or an arbitration center in the Kingdom of Saudi Arabia or abroad.

Article 4 of the Kingdom of Saudi Arabia’s Arbitration Law addresses the freedom of the parties to an arbitration agreement to select a specific arbitration procedure. Here is an analysis of the provisions outlined in this article:

1. Freedom to Choose Arbitration Procedure: The article emphasises that the Arbitration Law grants parties the right to choose the arbitration procedure that will be followed in a specific matter. This provision highlights the principle of party autonomy in arbitration, which allows the parties involved to have control over the arbitration process.
2. Expansion of the Right to Others: The article states that this right to choose the arbitration procedure can also be extended to others. These “others” include various entities:
 - a. Individuals: This could refer to individual arbitrators chosen by the parties.
 - b. Authorities: This might encompass regulatory bodies or legal authorities responsible for arbitral matters.
 - c. Organisations: This could refer to professional organisations or industry bodies with expertise in the subject matter.
 - d. Arbitration Centres: This refers to institutions that specialise in providing arbitration services and facilities.
3. Geographical Scope: The article makes it clear that these “others” can be located within the Kingdom of Saudi Arabia or abroad. This indicates that the parties have the flexibility to involve individuals, entities, and institutions both within Saudi Arabia and in other countries.
4. Protection of Party Autonomy: The article underscores the principle that the parties’ right to choose their arbitration procedure is an important aspect of arbitration. It

ensures that parties have the freedom to tailor the arbitration process to their specific needs and preferences.

5. Promotion of Arbitration Centres: By allowing parties to choose arbitration centres located both within Saudi Arabia and abroad, the law encourages the use of established arbitration centres and institutions, both nationally and internationally.

In summary, Article 4 of the Arbitration Law reinforces the principle of party autonomy in arbitration. It highlights that parties not only have the right to select the arbitration procedure but can also extend this right to individuals, authorities, organisations, and arbitration centres. The article's focus on both local and international options demonstrates the law's openness to facilitating arbitration procedures regardless of geographical boundaries. This provision contributes to creating a flexible and adaptable arbitration framework that suits the needs of parties involved in the dispute.

5th Article:

If the parties of the arbitration agree to subject their relationship to the provisions of any document (a model contract, or an international convention or others), they shall act under the provisions of this document, for including special provisions of arbitration and that shall not be contrary to the provisions of the Islamic Sharia.

Article 5 of the Kingdom of Saudi Arabia's Arbitration Law addresses the scenario in which parties to an arbitration agreement agree to follow the provisions of a specific document, such as a model contract or an international convention. Here is an analysis of the provisions outlined in this article:

1. Agreement to Subject Relationship to a Document: The article addresses a situation where the parties to an arbitration agreement mutually decide to align their relationship with the terms specified in a particular document. This document can be any of the following:
 - a. A model contract: A standardised contract template that outlines terms and conditions for certain types of transactions.
 - b. An international convention: An agreement among countries that establishes common rules for specific areas of law, often related to cross-border matters.
2. Application of Special Arbitration Provisions: The article stipulates that if the parties choose to subject their relationship to the provisions of such a document, they must abide by the special arbitration provisions outlined in that document. This implies that the specific rules and regulations related to arbitration within that document must be followed.
3. Compatibility with Islamic Sharia: The article adds an important qualifier that the chosen document's provisions, including those related to arbitration, must not be in conflict with the principles of Islamic Sharia. This emphasises the overarching importance of Islamic law in the context of the Saudi legal system.
4. Legal Harmonisation: This provision promotes legal harmony by allowing parties to adopt established documents, which can contribute to consistency and predictability in

business transactions. By adhering to existing models or conventions, parties can draw upon recognised and respected norms and standards.

In summary, Article 5 of the Arbitration Law addresses the scenario where parties agree to be bound by the terms of a specific document, such as a model contract or international convention. It ensures that parties must follow the arbitration-related provisions of that chosen document while also emphasising the compatibility of those provisions with Islamic Sharia. This provision encourages legal certainty and flexibility by enabling parties to rely on established norms while ensuring adherence to Islamic legal principles.

6th Article:

1. If there is no special agreement between the parties of the arbitration regarding the notifications, then the notification shall be delivered to the addressee personally — or his representative — or sent to the mailing address specified in the contract subject of the dispute, or specified in the charter party of the arbitration, or in the document governing the relationship covered by the arbitration.

Paragraph 1 of Article 6 in the KSA Arbitration Law addresses the manner in which notifications are to be delivered to the parties involved in arbitration. Here is an analysis of this paragraph:

1. **Default Notification Method:** The paragraph sets forth a default notification method to be followed when there is no specific agreement between the parties regarding notifications. In such cases, the default method prescribed in this paragraph applies.
2. **Personal Delivery or Representative:** The paragraph states that the notification may be delivered either to the addressee personally or to their authorised representative. This personal delivery method ensures direct communication and avoids misunderstandings that might arise in written correspondence.
3. **Mailing Address Specification:** The paragraph provides an alternative mode of notification, which is sending the notification to a mailing address. This mailing address can be either one specified in the contract related to the dispute or indicated in documents such as a charter party or any other agreement governing the relationship covered by the arbitration.
4. **Contractual Flexibility:** By allowing notifications to be sent to addresses specified in relevant contracts or documents, the paragraph acknowledges the flexibility that parties may have in setting their preferred means of communication. This ensures that the chosen addresses are directly linked to the subject matter of the dispute.
5. **Ensuring Adequate Communication:** This paragraph aims to ensure that parties are effectively notified of arbitration-related matters. By providing various methods for delivering notifications, the law helps prevent situations where a party might claim lack of awareness due to improper or incomplete communication.
6. **Safeguarding Transparency:** The prescribed methods for notification in this paragraph contribute to the transparency and fairness of the arbitration process. Proper

communication ensures that both parties are informed and can adequately participate in the proceedings.

In summary, paragraph 1 of Article 6 in the KSA Arbitration Law establishes the default methods for delivering notifications in cases where no special agreement exists between the parties. It offers options for personal delivery, sending notifications to specified mailing addresses, and acknowledges the importance of communication for ensuring transparency and fairness in arbitration proceedings.

2. If the notification could not be delivered to the addressee in accordance with the paragraph (1), the delivery is considered achieved if it was done by a registered letter to the last workplace, or usual place of residence, or postal address known to the addressee.

Paragraph 2 of Article 6 in the KSA Arbitration Law outlines an alternative method for achieving the delivery of notifications when the initial methods specified in paragraph 1 cannot be carried out successfully. Here is an analysis of this paragraph:

1. **Alternative Delivery Method:** This paragraph acknowledges that there might be cases where the delivery of notifications according to the methods described in paragraph 1 is not feasible or successful.
2. **Registered Letter Requirement:** The paragraph introduces an alternative approach to achieving delivery, involving the use of a registered letter. A registered letter is a mail service that provides tracking and confirmation of delivery, offering a higher level of reliability compared to regular mail.
3. **Specified Locations for Delivery:** The paragraph outlines specific locations to which the registered letter should be sent in order to consider the delivery achieved:
 - a. The last workplace of the addressee.
 - b. The usual place of residence of the addressee.
 - c. The postal address that is known to the addressee.
4. **Ensuring Practicality and Effectiveness:** This provision aims to ensure that even if direct personal delivery or communication is not possible, there is still a means by which notifications can reach the intended recipient.
5. **Balancing Fairness and Practicality:** By providing these alternative methods, the law seeks to balance the practical challenges of delivery with the fairness of ensuring that parties are informed of arbitration-related matters.
6. **Legally Recognised Methods:** The use of registered mail is a legally recognised and widely accepted method for formal communication. This adds a level of assurance that the communication has taken place.

In summary, paragraph 2 of Article 6 in the KSA Arbitration Law offers an alternative route for achieving notification delivery when the methods outlined in paragraph 1 are not successful. The use of registered letters to specified locations ensures that parties are informed even when direct

personal delivery cannot be accomplished, maintaining the fairness and transparency of the arbitration process.

3. The provisions of this Article shall not apply to the judicial notifications concerning the invalidity of the arbitration award before the courts.

Paragraph 3 of Article 6 in the KSA Arbitration Law introduces an exemption to the notification provisions outlined in the preceding paragraphs. Here is an analysis of this paragraph:

1. **Scope of Exemption:** This paragraph states that the provisions of Article 6, which concern the methods of delivering notifications, do not apply to a specific category of notifications. In this case, the exemption applies to “judicial notifications concerning the invalidity of the arbitration award before the courts”.
2. **Focus on Invalidity Notifications:** The exemption specifically refers to notifications related to the invalidity of an arbitration award. This likely pertains to notifications regarding the claim of invalidity as outlined in earlier articles of the law.
3. **Engagement with Judicial Proceedings:** The paragraph implies that when the matter of invalidity of an arbitration award is brought before the courts, the notification requirements outlined in Article 6 are not applicable. Instead, the judicial process will govern the notification requirements within the context of the legal proceedings.
4. **Maintaining Judicial Procedure Distinctness:** The paragraph reflects the need to distinguish between the processes of arbitration and judicial review. When the matter is taken to the courts for review of an arbitration award’s validity, the procedures, and requirements specific to the judicial context take precedence.
5. **Special Considerations for Invalidity Claims:** The exemption likely recognises the complexity and potential legal implications of claims of invalidity, and the potential need for these claims to be handled within the established framework of the judicial system.

In summary, paragraph 3 of Article 6 in the KSA Arbitration Law specifies that the provisions concerning methods of delivering notifications, as outlined in Article 6, do not apply to judicial notifications related to the invalidity of arbitration awards brought before the courts. This exemption acknowledges the distinct nature of the judicial review process in the context of arbitration awards’ validity.

7th Article:

If one of the parties of the arbitration continues in the arbitration proceedings — with his knowledge of the occurrence of a violation of a provision of this law, which may be agreed to violating or due to a condition in the arbitration agreement – and does not provide an objection to this violation within the time limit agreed upon, or within thirty days of his knowledge of the occurrence of the violation in case of no agreement, this is counted as a waiver of his right for objection.

The Article 7 of the Kingdom of Saudi Arabia’s Arbitration Law addresses the concept of waiver when one party of an arbitration proceeding continues with the arbitration proceedings despite being aware of a violation of the provisions of the law or the arbitration agreement. Here is an analysis of the provisions outlined in this article:

1. **Continuation Despite Violation:** The article’s central premise is that if one of the parties involved in arbitration continues to participate in the arbitration proceedings despite being aware of a violation of a provision of the Arbitration Law or the arbitration agreement itself, this party is essentially proceeding with the arbitration process despite the violation.
2. **Lack of Objection:** The article outlines a situation where the party aware of the violation does not raise an objection to the violation within a specific time frame. The time frame can either be an agreed-upon limit or, in the absence of an agreement, within thirty days from the date of their awareness of the violation.
3. **Waiver of Right to Objection:** If the party does not raise an objection within the stipulated time frame, the article states that this inaction is regarded as a waiver of their right to object to the violation.

In summary, the Article 7 of the Arbitration Law establishes the principle that if a party knowingly continues to participate in arbitration despite a violation of the law or the arbitration agreement, and does not raise an objection within the specified time, that party effectively waives their right to object. This provision underscores the importance of timely raising objections and participating in the arbitration process with a genuine intent to address violations or concerns. It encourages parties to promptly address issues to maintain the integrity of the arbitration proceedings.

8th Article:

1. The jurisdiction to hear the action of the invalidity of the arbitration award and the matters referred to the court by the law shall be to the competent court and concluded to the Court of Appeals that is originally competent to hear the dispute.

Paragraph 1 of Article 8 of the Kingdom of Saudi Arabia’s Arbitration Law addresses the jurisdiction of the courts to hear cases related to the invalidity of an arbitration award and other matters referred to the court by the law. Here is an analysis of this paragraph:

1. **Jurisdiction for Matters of Invalidity and Referred Matters:** The article states that the jurisdiction to hear cases related to the invalidity of an arbitration award and other

matters specified by the law is vested in the competent court. This court is further clarified to be the Court of Appeals that is originally competent to hear the dispute.

2. **Invalidity of Arbitration Award:** The article specifically refers to the jurisdiction to hear actions concerning the invalidity of an arbitration award. This refers to situations where a party challenges the validity of the arbitration award issued as part of the arbitration process.
3. **Matters Referred by the Law:** The article mentions “the matters referred to the court by the law”, indicating that there may be other matters apart from the invalidity of an arbitration award that the law designates for court involvement.
4. **Competent Court:** The competent court mentioned in the article is identified as the Court of Appeals that originally has jurisdiction over the dispute. This means that the court responsible for hearing the initial dispute is the same court that would handle matters related to the invalidity of the arbitration award or other matters referred by the law.

In summary, paragraph 1 of Article 8 of the Arbitration Law establishes the jurisdiction of the courts in Saudi Arabia to hear cases related to the invalidity of arbitration awards and other matters as designated by the law. The article ensures that the same court which has jurisdiction over the original dispute retains authority over these related matters, promoting consistency and efficiency in the legal process. This provision ensures that challenges to arbitration awards and other matters are addressed within the appropriate legal framework.

2. If the arbitration is commercial and international whether in the Kingdom or abroad, so the jurisdiction shall be to the Court of Appeal which is originally competent to hear the dispute in the city of Riyadh, unless otherwise agreed by the parties of the arbitration for another court of appeal in the Kingdom.

Paragraph 2 of Article 8 of the Kingdom of Saudi Arabia’s Arbitration Law addresses the jurisdiction of courts in commercial international arbitrations, both within the Kingdom and abroad. Here is an analysis of this paragraph:

1. **Jurisdiction for Commercial International Arbitrations:**
 - a. The article specifies that for cases involving commercial international arbitrations, regardless of whether they are conducted within Saudi Arabia or abroad, the jurisdiction of the court is established.
 - b. This pertains to disputes arising from commercial international arbitration proceedings that have a cross-border dimension, indicating the law’s consideration for international business transactions.
2. **Designation of Competent Court:**
 - a. The competent court for such commercial international arbitration cases is the Court of Appeal that has original jurisdiction over the dispute.

- b. The specific location mentioned is the city of Riyadh.
3. Flexibility in Choosing Jurisdiction:
 - a. The article acknowledges the possibility of parties agreeing to an alternative Court of Appeal within the Kingdom to have jurisdiction over their case.
 - b. This indicates a level of flexibility and freedom for parties to decide on the appropriate court for the arbitration matters within the Kingdom.

In summary, paragraph 2 of Article 8 of the Arbitration Law clarifies the jurisdiction of courts for cases involving commercial international arbitrations. It establishes the default jurisdiction in the Court of Appeal that originally has jurisdiction over the dispute, specifically in the city of Riyadh. The provision also acknowledges the parties' ability to agree on a different Court of Appeal in the Kingdom, promoting flexibility in choosing the jurisdiction that aligns with their needs and preferences. This article further underscores the Saudi legal system's support for international trade and business transactions.

2nd Part — Arbitration Agreement

9th Article:

1. The arbitration agreement may be earlier to the dispute, whether it is independent, self-contained, or contained in a particular contract. Also, the arbitration agreement may be later to the dispute, even if there is a suit concerning it before the competent court. In this case, the agreement shall specify the issues covered by the arbitration, or the agreement is null and void.

Paragraph 1 of Article 9 of the Kingdom of Saudi Arabia's Arbitration Law addresses the validity and timing of arbitration agreements in relation to the disputes they pertain to. Here is an analysis of this paragraph:

1. **Timing of Arbitration Agreements:** The article specifies that an arbitration agreement can be established either before or after the dispute arises between the parties.
2. **Independence of the Arbitration Agreement:** The article emphasises that the arbitration agreement can stand alone as an independent agreement. This means that parties can agree to submit any potential future disputes to arbitration, regardless of the subject matter of those disputes.
3. **Inclusion in a Particular Contract:** The article acknowledges that an arbitration agreement can also be part of a specific contract. This means that parties can choose to include an arbitration clause within a larger contract, designating that disputes related to that contract will be resolved through arbitration.
4. **Later Agreements Regarding Ongoing Disputes:**
 - a. The article further notes that parties can enter into an arbitration agreement even after a dispute has already arisen between them.
 - b. It acknowledges that this can occur even if there is an ongoing court case related to the dispute. However, it requires that the agreement explicitly specify the issues or disputes that are to be covered by the arbitration.
 - c. If the agreement does not specify the issues covered by the arbitration, the agreement itself is deemed null and void.

In summary, paragraph 1 of Article 9 of the Arbitration Law provides a comprehensive view of the flexibility surrounding arbitration agreements. It outlines that such agreements can be made before or after a dispute, as well as independently or as part of a specific contract. It recognises that parties can even agree to arbitration after legal proceedings have begun. However, it underscores the importance of clarity in the agreement by requiring a specification of the issues covered by the arbitration. This provision ensures that parties clearly understand the scope of the arbitration agreement, promoting transparency and avoiding ambiguity in arbitration matters.

2. The arbitration agreement shall be written, or it is null and void.

Paragraph 2 of Article 9 of the Kingdom of Saudi Arabia’s Arbitration Law addresses the requirement for written form when it comes to arbitration agreements. Here is an analysis of this paragraph:

1. Requirement of Written Form:
 - a. The article states that an arbitration agreement must be in written form in order to be valid.
 - b. This means that the agreement cannot be verbal or implied; it must be documented in writing.
2. Null and Void without Written Form:
 - a. The article stipulates that if an arbitration agreement is not in writing, it is deemed null and void.
 - b. This implies that a lack of written documentation renders the arbitration agreement legally invalid and unenforceable.

In summary, paragraph 2 of Article 9 of the Arbitration Law emphasises the importance of written documentation for arbitration agreements. It establishes that an arbitration agreement must be in writing to be considered valid and enforceable under Saudi law. The provision of written form serves to provide clarity, evidence, and a tangible record of the parties’ intent to resolve their disputes through arbitration. Any agreement that does not meet this requirement is deemed to have no legal effect.

3. The arbitration agreement is considered written if it is included in a document issued by the parties of the arbitration, or if it is included in their exchanged documented correspondences, or telegrams, or other means of electronic communication, or written. And the indication in some contract or the referral in it to a document that includes a condition of arbitration is considered an arbitration agreement. It is also considered in effect of a written arbitration agreement all referrals — in the contract — to the provisions of a model contract, or an international agreement, or any other document containing an arbitration conditions only if the referral is clear in considering this condition a part of the contract.

Paragraph 3 of Article 9 of the Kingdom of Saudi Arabia’s Arbitration Law elaborates on what constitutes a written arbitration agreement and how it can be incorporated into various documents and forms of communication. Here is an analysis of this paragraph:

1. Definition of Written Arbitration Agreement: The article clarifies that an arbitration agreement can be considered “written” if it is included in certain documents or forms of communication issued by the parties to the arbitration.
2. Inclusion in Documents or Correspondences: The article lists several forms in which a written arbitration agreement can be included:
 - a. In a document issued by the parties.

- b. In documented correspondences exchanged between the parties.
 - c. In telegrams or other means of electronic communication.
 - d. In a written format.
3. Referral to Documents with Arbitration Conditions:
- a. The article states that if a contract makes reference to another document containing an arbitration clause, that reference is considered an arbitration agreement.
 - b. It further specifies that this applies to referrals in the contract to the provisions of a model contract, an international agreement, or any other document containing arbitration conditions.
4. Clarity of Referral as Part of Contract: The article introduces a condition that for a referral to external arbitration conditions to be effective as an arbitration agreement, the referral must be clear in considering the specified condition as a part of the contract.

In summary, paragraph 3 of Article 9 of the Arbitration Law provides an expansive view of what constitutes a written arbitration agreement. It includes agreements in various written forms, electronic communications, and referrals to documents containing arbitration conditions. This provision reflects the modern reality of communication and the diverse ways in which parties can indicate their intent to engage in arbitration. The clarity requirement for referrals underscores the importance of ensuring that parties' intentions are explicit and not open to misinterpretation. This article facilitates the incorporation of arbitration clauses into contracts and external documents while promoting transparency and legal certainty.

10th Article:

1. It is valid to agree on arbitration only for those who have the disposition of their rights whether a natural person — or his representative — or a legal person.

Paragraph 1 of Article 10 of the Kingdom of Saudi Arabia's Arbitration Law addresses the capacity of individuals and legal entities to enter into arbitration agreements. Here is an analysis of this paragraph:

- 1. Capacity for Arbitration Agreements: The article stipulates that an agreement to engage in arbitration is valid only for those who have the legal capacity to exercise their rights. This pertains to individuals who have the ability to make decisions and act on their own behalf, as well as legal entities (such as corporations, companies, etc.).
- 2. Natural Persons and Their Representatives: The article indicates that the agreement to arbitrate can be entered into by a natural person on their own behalf or by their legal representative acting on their behalf.

3. Legal Persons: The article further states that legal entities, such as corporations or companies, also possess the capacity to enter into arbitration agreements.

In summary, paragraph 1 of Article 10 of the Arbitration Law emphasises that parties entering into arbitration agreements must have the legal capacity to do so. This ensures that both natural persons and legal entities are capable of participating in arbitration proceedings. By focusing on the ability to exercise rights, the article promotes a fair and balanced arbitration process where parties have the necessary capacity to engage in the proceedings effectively.

2. It is not permissible for governmental authorities to agree on arbitration only after the approval of the Prime Minister, unless there is a text of the special laws that allows it.

Paragraph 2 of Article 10 of the Kingdom of Saudi Arabia’s Arbitration Law addresses the participation of governmental authorities in arbitration agreements. Here is an analysis of this paragraph:

1. Governmental Authorities and Arbitration Agreements: The article specifies that governmental authorities are subject to certain conditions when entering into arbitration agreements.
2. Governmental Approval Requirement:
 - a. The article establishes that governmental authorities are not allowed to agree on arbitration without the prior approval of the Prime Minister.
 - b. This indicates that before a governmental authority can commit to arbitration, it must obtain formal approval from a higher governmental authority, in this case, the Prime Minister.
3. Exception for Special Laws:
 - a. The article introduces an exception to this rule by stating that if there is a provision in special laws that allows governmental authorities to engage in arbitration agreements without seeking Prime Ministerial approval, such agreements are permissible.
 - b. This implies that there may be specific circumstances or sectors outlined in special laws where governmental authorities are granted the authority to engage in arbitration without additional approval.

In summary, paragraph 2 of Article 10 of the Arbitration Law governs the involvement of governmental authorities in arbitration agreements. It establishes that such authorities require the approval of the Prime Minister before they can commit to arbitration unless otherwise provided for by special laws. This provision emphasises the careful consideration and oversight that the government exercises over arbitration agreements involving its entities. The exception for special laws recognises the possibility of certain cases or sectors where governmental authorities may be granted more autonomy in engaging in arbitration.

11th Article:

1. The court, to which a dispute with an arbitration agreement is brought, shall judge with the inadmissibility of hearing the claim if the defendant refutes by that before any request or defense in the claim.

Paragraph 1 of Article 11 of the Kingdom of Saudi Arabia's Arbitration Law addresses the role of the court when a dispute with an arbitration agreement is brought before it. Here is an analysis of this paragraph:

1. Handling Disputes with Arbitration Agreements: The article pertains to situations where a dispute that includes an arbitration agreement is brought before a court.
2. Defendant's Refusal and Inadmissibility:
 - a. The article outlines a scenario where the defendant in the dispute contests the validity of the arbitration agreement.
 - b. If the defendant raises this objection before submitting any formal request or defence in the claim, the court is required to declare the inadmissibility of hearing the claim.
3. Emphasis on Arbitration Agreement:
 - a. This provision underscores the principle that when parties have agreed to arbitration, their intention should be respected.
 - b. If the defendant immediately disputes the validity of the arbitration agreement, the court's role is to recognise the arbitration agreement's existence and the parties' intent to arbitrate.

In summary, paragraph 1 of Article 11 of the Arbitration Law establishes the court's role when a dispute with an arbitration agreement is presented. It obliges the court to deem the claim inadmissible if the defendant contests the validity of the arbitration agreement before raising any other request or defence. This provision aligns with the principle of respecting arbitration agreements and the parties' chosen method of dispute resolution. It ensures that if an arbitration agreement exists, it should take precedence, and disputes about its validity should be addressed through arbitration rather than the court.

2. Bringing the suit referred to in the preceding paragraph shall not deviate from starting the arbitration proceedings, or continuing, or delivering the arbitration award.

Paragraph 2 of Article 11 of the Kingdom of Saudi Arabia's Arbitration Law addresses the relationship between court proceedings and arbitration proceedings when a dispute with an arbitration agreement is brought before the court. Here is an analysis of this paragraph:

1. Context of the Article: The article follows from the previous paragraph (11.1), which pertains to the inadmissibility of a claim if the defendant contests the validity of the arbitration agreement.

2. No Disruption of Arbitration Proceedings:
 - a. The article clarifies that initiating or continuing court proceedings, as a result of the mentioned dispute, should not hinder or interrupt the ongoing arbitration proceedings.
 - b. It emphasises that the court proceedings related to the dispute, triggered by the challenge to the arbitration agreement's validity, should not interfere with the arbitration process.
3. Preservation of Arbitration Continuity:
 - a. This provision ensures that the arbitration proceedings can continue independently, even if a related court case is initiated due to the challenge to the arbitration agreement.
 - b. The intent is to avoid disrupting the arbitration process and allowing it to proceed unaffected by the parallel court proceedings.

In summary, paragraph 2 of Article 11 of the Arbitration Law establishes that initiating or continuing court proceedings due to a dispute about the arbitration agreement's validity should not interfere with the ongoing arbitration proceedings. This provision maintains the continuity and independence of arbitration processes, even if related legal actions are pursued concurrently. It aims to ensure that arbitration can continue as intended, without undue disruption from parallel court proceedings arising from challenges to the arbitration agreement.

12th Article:

Subject to the provisions in the paragraph (1) of the ninth Article of this law, if it is agreed on arbitration during the hearing of the dispute before the competent court, it shall decide to refer the dispute to arbitration.

The 12th article of the Kingdom of Saudi Arabia's Arbitration Law addresses the scenario where parties agree to arbitration during the course of a dispute being heard before a competent court. Here is an analysis of the provisions outlined in this article:

1. Context and Relation to Article 9.1:
 - a. The article's opening statement refers to "the provisions in the paragraph (1) of the ninth Article of this law", which relates to the validity of arbitration agreements.
 - b. This indicates a connection between the requirement for a valid arbitration agreement (Article 9.1) and the situation discussed in Article 12.
2. Agreement to Arbitration During Court Hearing: The article pertains to a scenario where the parties to a dispute that is being heard before a competent court agree to engage in arbitration instead of continuing the court proceedings.

3. Referral of Dispute to Arbitration:

- a. If such an agreement to arbitrate is reached during the ongoing court hearing, the court is mandated to decide to refer the dispute to arbitration.
- b. This means that the court's role shifts from hearing and resolving the dispute to facilitating the arbitration process.

In summary, the 12th article of the Arbitration Law specifies that if parties to a dispute agree to arbitration during a court hearing, the court is required to refer the dispute to arbitration. This provision ensures that if parties opt for arbitration during the litigation process, the court supports their choice and transfers the dispute to the chosen method of resolution. It underscores the principle of party autonomy in dispute resolution and the court's role in upholding the arbitration agreement.

3rd Part — Arbitral tribunal

13th Article:

The arbitral tribunal shall be constituted of one arbitrator or more, provided that the number of the arbitrators shall be an odd number or the arbitration is null and void.

The 13th article of the Kingdom of Saudi Arabia's Arbitration Law addresses the constitution of the arbitral tribunal, including the number of arbitrators and its implications. Here is an analysis of the provisions outlined in this article:

1. Number of Arbitrators:
 - a. The article establishes that an arbitral tribunal can consist of either one arbitrator or more.
 - b. This indicates that parties have the flexibility to choose between a sole arbitrator or a panel of multiple arbitrators, depending on their preference and the complexity of the dispute.
2. Odd Number Requirement:
 - a. The article emphasises that when a panel of multiple arbitrators is chosen, the number of arbitrators must be an odd number.
 - b. The requirement for an odd number is likely designed to avoid deadlock situations during decision-making, as an odd number ensures that there will always be a majority in favour of a particular decision.
3. Nullity for Even Number of Arbitrators:
 - a. The article asserts that if the chosen number of arbitrators is an even number, the arbitration is deemed null and void.
 - b. This implies that parties must comply with the odd number requirement to ensure the validity of the arbitration process.

In summary, the 13th article of the Arbitration Law clarifies the composition of the arbitral tribunal. It states that the tribunal can be formed with either one or multiple arbitrators, but in the case of multiple arbitrators, the number must be an odd one. The article underscores the importance of an odd number to prevent tie votes and to facilitate decision-making. Moreover, it emphasises that an even number of arbitrators renders the arbitration null and void, highlighting the legal significance of adhering to this requirement. This provision aims to maintain the integrity and fairness of the arbitration process by ensuring that decisions can be made effectively and without the potential for deadlock.

14th Article:

The arbitrator shall:

- 1. Be legally competent.**
- 2. Be of good conduct and behavior.**
- 3. Hold at least a college degree in Islamic legislation knowledge or regular knowledge. And if the arbitral tribunal is made up of more than one arbitrator, it is sufficient that the head of the tribunal has this condition.**

The 14th article of the Kingdom of Saudi Arabia's Arbitration Law outlines the qualifications required for individuals who can serve as arbitrators in arbitration proceedings. Here is an analysis of the provisions outlined in this article:

1. **Legal Competence:** The article mandates that an arbitrator must possess legal competence. This means that the arbitrator should have the legal capacity to engage in contractual agreements, understand legal matters, and fulfil the obligations associated with the role.
2. **Good Conduct and Behaviour:** The article stipulates that arbitrators must exhibit good conduct and behaviour. This requirement underscores the importance of ethical conduct and integrity in the role of an arbitrator, ensuring that the arbitration process remains impartial and credible.
3. **Educational Qualifications:**
 - a. The article introduces an educational requirement for arbitrators. It states that an arbitrator must hold at least a college degree, either in Islamic legislation knowledge or in regular knowledge (likely referring to secular legal studies).
 - b. It further clarifies that if the arbitral tribunal consists of multiple arbitrators, only the head of the tribunal needs to meet this educational qualification.

In summary, the 14th article of the Arbitration Law lays out the qualifications that individuals must possess to serve as arbitrators in Saudi Arabia. It emphasises legal competence, ethical behaviour, and educational qualifications. The requirement for educational qualifications reflects the importance of having a strong legal foundation to effectively adjudicate disputes. The article ultimately aims to ensure the quality, fairness, and professionalism of arbitration proceedings in the country.

15th Article:

1. The parties of the arbitration may agree on the choice of the arbitrators, if they do not agree, the following shall be done:

A. If the arbitral tribunal consists of a single arbitrator, the competent court chooses him.

B. If the arbitral tribunal consists of three arbitrators, each party shall choose an arbitrator for him, and then the two arbitrators agree to choose the third arbitrator. If one of the parties does not appoint an arbitrator within fifteen days following the reception of an application concerning that from the other party, or if the two appointed arbitrators do not agree on choosing the third arbitrator within fifteen days following the date of the appointment of the most recent of them, the competent court undertakes choosing him at the request of this who is concerned about acceleration, and this is to be done within fifteen days from the date of submitting the application. And the arbitrator chosen by the appointed arbitrators or chosen by the competent court shall be the president of the arbitral tribunal. And these provisions shall apply in the case of the formation of the arbitral tribunal of more than three arbitrators.

Paragraph 1 of Article 15 of the Kingdom of Saudi Arabia's Arbitration Law discusses the process of appointing arbitrators when the parties involved in the arbitration do not agree on the choice of arbitrators themselves. Here is an analysis of this paragraph:

1. Agreement and Default Appointment:
 - a. The article establishes that the parties involved in the arbitration can agree on the selection of arbitrators.
 - b. In case the parties do not reach an agreement on arbitrator selection, the article outlines the process for appointing arbitrators as a default procedure.
2. Single Arbitrator Scenario (A):
 - a. If the arbitral tribunal consists of a single arbitrator, and the parties have not agreed on the choice, the competent court is responsible for selecting the arbitrator.
 - b. This ensures that an impartial decision-maker is chosen to preside over the arbitration when parties cannot agree.
3. Three Arbitrators Scenario (B): If the arbitral tribunal consists of three arbitrators, and the parties cannot agree on the arbitrator selection, the following steps are taken:
 - a. Each party chooses one arbitrator for themselves.
 - b. The two chosen arbitrators collaborate to select the third arbitrator (the presiding arbitrator).
 - c. If one party does not appoint an arbitrator within fifteen days of receiving a request from the other party, or if the two chosen arbitrators cannot agree on the

third arbitrator within fifteen days of the appointment of the latest chosen arbitrator, the competent court becomes involved.

- d. The court, at the request of the party concerned about acceleration, selects the third arbitrator within fifteen days of the application.
 - e. The arbitrator chosen by the other appointed arbitrators or by the court becomes the president of the arbitral tribunal.
4. Multiple Arbitrators Scenario (B, Continued): The provisions mentioned for a tribunal of three arbitrators also apply when the arbitral tribunal consists of more than three arbitrators.

In summary, paragraph 1 of Article 15 of the Arbitration Law addresses the process of appointing arbitrators when the parties do not agree on their selection. It outlines the procedures for both single arbitrator and three arbitrators scenarios, emphasising court involvement if needed and ensuring that an impartial tribunal is formed. This article aims to provide a clear mechanism for arbitrator appointment in cases where agreement is lacking, safeguarding the fairness and effectiveness of the arbitration process.

2. If the parties of the arbitration do not agree on the procedures of choosing the arbitrators, or one the parties violated them, or the appointed arbitrators do not agree on some matter where agreement is required, or if the other fails to perform what is entrusted to him in this regard, the competent court undertakes — at the request of whom is concerned about acceleration — to do the procedure, or the required work, unless it is provided in the agreement for how to complete this procedure or work.

Paragraph 2 of Article 15 of the Kingdom of Saudi Arabia’s Arbitration Law addresses situations where the parties involved in arbitration do not agree on the procedures for selecting arbitrators or when issues arise related to the arbitrator appointment process. Here is an analysis of this paragraph:

1. Lack of Agreement or Violation of Procedures: The article stipulates that if the parties engaged in arbitration do not reach an agreement on the procedures for selecting arbitrators, or if one of the parties violates the agreed-upon procedures, the provisions of this article come into play.
2. Disagreement Among Appointed Arbitrators: The article further outlines scenarios where disagreements arise among the appointed arbitrators regarding certain matters that require their agreement.
3. Failure to Perform Required Tasks: The article includes cases where one of the appointed arbitrators fails to carry out their designated responsibilities in the context of the arbitration process.

4. Court Intervention:
 - a. In the event of any of the aforementioned situations, the article states that the competent court can be petitioned by the party concerned about accelerating the arbitration process.
 - b. The court then has the authority to undertake the procedure that was not agreed upon, or to perform the required task.
 - c. The exception is if the arbitration agreement contains provisions detailing how to complete the procedure or task in question.

In summary, paragraph 2 of Article 15 of the Arbitration Law addresses contingencies related to the selection of arbitrators. It specifies scenarios where parties do not agree on or violate procedures, arbitrators fail to reach required agreements, or tasks are not carried out. The article empowers the competent court to intervene at the request of the party seeking to expedite the process. The court can take actions to complete the procedure or task unless the arbitration agreement provides a specific way to resolve the issue. This provision ensures that potential obstacles in the arbitrator appointment process can be overcome with the goal of maintaining an efficient and effective arbitration procedure.

3. The competent court shall take into account the arbitrator is to be chosen according to the conditions stipulated in the agreement of the parties, and the conditions required by this law, and the court issues its decision by choosing the arbitrator within thirty days from the date of submitting the application.

Paragraph 3 of Article 15 of the Kingdom of Saudi Arabia's Arbitration Law pertains to the selection of arbitrators by the competent court when parties cannot agree or issues arise. Here is an analysis of this paragraph:

1. Consideration of Conditions:
 - a. The article underscores that the competent court, when selecting an arbitrator, should consider the conditions set forth in the arbitration agreement between the parties.
 - b. This emphasises the importance of respecting the parties' intentions as expressed in their agreement.
2. Compliance with Legal Requirements:
 - a. The article also states that the court must consider the conditions required by the law itself for arbitrators.
 - b. This refers to the legal qualifications and criteria that arbitrators must meet, such as legal competence, good conduct, and educational qualifications.

3. Timeframe for Court Decision:
 - a. The article specifies that the competent court should issue its decision regarding the selection of the arbitrator within thirty days from the date of receiving the application.
 - b. This establishes a timeline for the court's decision-making process, ensuring prompt resolution.

In summary, paragraph 3 of Article 15 of the Arbitration Law outlines the parameters for the competent court's selection of an arbitrator. It mandates that the court must consider both the conditions stipulated in the parties' arbitration agreement and the legal requirements outlined in the law itself. The provision of a specific timeframe ensures that the process of selecting an arbitrator remains efficient and timely. Overall, this article aims to maintain the integrity of the arbitrator selection process while adhering to legal and contractual considerations.

4. Without prejudice to the provisions of the 49th and 50th Articles of this law, the decision of the competent court concerning the appointment of the arbitrator in accordance with the paragraphs (1 and 2) of this Article is not subject to appealing independently by any way of appeal.

Paragraph 4 of Article 15 of the Kingdom of Saudi Arabia's Arbitration Law addresses the nature of the court's decision regarding the appointment of an arbitrator when parties cannot agree or other issues arise. Here is an analysis of this paragraph:

1. Exclusion of Independent Appeals: The article states that the decision of the competent court regarding the appointment of an arbitrator, as outlined in paragraphs (1) and (2) of Article 14, is not subject to independent appeal through any means of appeal.
2. Preservation of Decision Finality:
 - a. The article clarifies that this exclusion from independent appeals applies while also indicating that it is without prejudice to the provisions of the 49th and 50th Articles of the law.
 - b. The provisions mentioned are likely related to the specific instances where appeals might be permissible, as defined by the law.

In summary, paragraph 4 of Article 15 of the Arbitration Law underscores that the decision of the competent court regarding the appointment of an arbitrator, as determined by the provisions in paragraphs (1) and (2) of Article 15, cannot be independently appealed. This emphasizes the finality of the court's decision in this regard. The reference to other articles indicates that there might be specific circumstances defined in the law where appeals could be allowed. This article ensures a certain level of decision stability in the arbitrator appointment process while also acknowledging potential avenues for appeal in other situations as stipulated by the law.

16th Article:

1. The arbitrator shall not have an interest in the dispute, and — since his appointment and throughout the arbitral proceedings — he shall declare — in writing — to the parties of the arbitration with all the circumstances that would raise justified doubts about his impartiality and independence, unless he had already done that.

Paragraph 1 of Article 16 in the Kingdom of Saudi Arabia's Arbitration Law addresses the requirements and responsibilities of arbitrators concerning their impartiality and independence during arbitral proceedings. Here is an analysis of the provisions outlined in this paragraph:

1. Impartiality and Lack of Interest:
 - a. The paragraph establishes a fundamental principle that arbitrators must not have any personal interest in the dispute they are arbitrating.
 - b. This principle emphasises the importance of impartiality and ensures that the arbitrator's decisions are free from bias or self-interest.
2. Declaration of Circumstances:
 - a. The paragraph mandates that once appointed and throughout the entire arbitration process, the arbitrator must provide a written declaration to the parties regarding any circumstances that could create justifiable doubts about their impartiality or independence.
 - b. This requirement promotes transparency and enables parties to be informed about potential conflicts or biases that the arbitrator might have.
3. Continuous Disclosure: The obligation to declare any relevant circumstances extends throughout the entirety of the arbitration proceedings. This ensures that any new developments that could impact the arbitrator's impartiality or independence are promptly disclosed to the parties.
4. Exception for Prior Disclosure:
 - a. The paragraph provides an exception by stating that if the arbitrator has already made such a disclosure before, they are not required to repeat it.
 - b. This acknowledges the importance of prior transparency and prevents repetitive declarations for the same circumstances.

In summary, paragraph 1 of Article 16 emphasises the principles of impartiality and independence for arbitrators. It outlines the requirement for arbitrators to declare any circumstances that might raise doubts about their impartiality or independence in writing to the parties. This proactive disclosure ensures that the parties are well-informed about potential conflicts and biases and reinforces the integrity and fairness of the arbitration process. The exception for prior disclosures recognises the value of transparency practices.

2. The arbitrator shall be prohibited from considering the claim and hearing it — even if either of the parties of the arbitration did not request that — in the same situations in which the judge is prohibited.

Paragraph 2 of Article 16 in the Kingdom of Saudi Arabia’s Arbitration Law sets forth a rule regarding the arbitrator’s role and actions in certain situations. Here is an analysis of the provisions outlined in this paragraph:

1. Prohibition on Considering Claims:
 - a. The paragraph establishes a prohibition for arbitrators from considering a claim and hearing it, regardless of whether either of the arbitration parties requested it.
 - b. This prohibition is imposed in specific circumstances and is likened to a similar prohibition that applies to judges.
2. Comparison with Judges’ Prohibitions:
 - a. The paragraph states that this prohibition mirrors the situations in which judges are also prohibited from considering certain matters.
 - b. The implication is that the same ethical and legal considerations that apply to judges are also extended to arbitrators.
3. Ensuring Impartiality and Fairness:
 - a. The intention behind this provision is to ensure the impartiality and fairness of the arbitration process.
 - b. It prevents arbitrators from engaging in activities or considering matters that might compromise their neutrality or independence.

In summary, paragraph 2 of Article 16 emphasises the ethical responsibilities of arbitrators by preventing them from considering claims and hearing them in situations where their impartiality or fairness might be compromised. This provision reinforces the importance of maintaining a level playing field in the arbitration process and aligns with the principles that govern judges’ conduct in similar scenarios. Ultimately, the provision aims to uphold the integrity and credibility of the arbitration proceedings by ensuring arbitrators’ actions are guided by the same standards as those applicable to judges.

3. No arbitrator may be rebutted only if some circumstances raise serious doubts about his impartiality or independence, or if he is not in possessing qualifications agreed upon by the parties of the arbitration, without prejudice to the provisions of the 14th Article of this law.

Paragraph 3 of Article 16 in the Kingdom of Saudi Arabia’s Arbitration Law addresses the circumstances under which an arbitrator can be challenged or rebutted during the arbitration process. Here is an analysis of the provisions outlined in this paragraph:

1. Grounds for Rebutting an Arbitrator:
 - a. The paragraph establishes the conditions under which an arbitrator can be challenged or rebutted during the arbitration proceedings.
 - b. An arbitrator can only be challenged if specific circumstances arise that cast serious doubts about their impartiality or independence.
2. Qualifications Agreed Upon by Parties:
 - a. The paragraph also allows for the challenging or rebutting of an arbitrator if they do not possess the qualifications that were previously agreed upon by the parties in the arbitration agreement.
 - b. This emphasises the importance of adhering to the agreed-upon standards for arbitrator qualifications.
3. Exception: Article 14 Provisions:
 - a. The paragraph refers to the provisions of Article 14 of the Arbitration Law.
 - b. Article 14 deals with the appointment of arbitrators when the parties cannot agree or issues arise related to the appointment process.
 - c. This reference underscores the relevance of the previous article in situations of challenging or rebutting an arbitrator.
4. Preservation of Impartiality and Qualifications:
 - a. The intention of this provision is to ensure that arbitrators maintain their impartiality, independence, and agreed-upon qualifications throughout the arbitration process.
 - b. It provides a mechanism for parties to ensure that the chosen arbitrator continues to meet the expected standards.

In summary, paragraph 3 of Article 16 establishes the conditions under which an arbitrator can be challenged or rebutted during the arbitration process. The grounds for challenging an arbitrator include situations where serious doubts about their impartiality or independence arise or if they do not possess the agreed-upon qualifications. The provision aims to safeguard the integrity and fairness of the arbitration process by allowing parties to address potential concerns about an arbitrator's suitability for the role.

4. It is not permissible for any of the parties of the arbitration to request to rebut the arbitrator appointed by him or he participated in that appointment except for reasons that appeared after the appointment of the arbitrator.

Paragraph 4 of Article 16 in the Kingdom of Saudi Arabia's Arbitration Law pertains to the circumstances under which a party can challenge or rebut an arbitrator that they have either

appointed or participated in appointing. Here is an analysis of the provisions outlined in this paragraph:

1. **Limitation on Challenging or Rebutting Appointed Arbitrator:** The paragraph places a limitation on parties' ability to challenge or rebut an arbitrator they themselves have appointed or in whose appointment they have participated.
2. **Exception: Post-Appointment Reasons:**
 - a. The exception to this limitation is when reasons for challenging or rebutting the appointed arbitrator only appear after their appointment.
 - b. This implies that if circumstances arise after the arbitrator has been chosen that raise concerns about their impartiality, independence, or qualifications, the party can then proceed to challenge or rebut the arbitrator.
3. **Balancing Interests:** The provision appears to balance the need for maintaining the chosen arbitrator with the recognition that new information or developments may necessitate a reassessment of their suitability.

In summary, paragraph 4 of Article 16 emphasises that parties cannot easily challenge or rebut an arbitrator they have appointed or in whose appointment they have participated. However, an exception is made for circumstances that arise after the arbitrator's appointment that might cast doubt on their impartiality, independence, or qualifications. This provision aims to strike a balance between ensuring that parties take responsibility for their choices while also allowing for the resolution of concerns that may arise during the arbitration process.

17th Article:

1. If there is no agreement between the parties of the arbitration on the procedures of rebutting the arbitrator, the rebutting request shall be submitted – in writing – to the arbitral tribunal stating the reasons for that rebuttal within five days from the date of the learning of the caller of the rebuttal with the formation of the tribunal, or with the circumstances justifying the rebuttal. If the arbitrator – rebutted against – does not withdraw, or the other party does not approve the request of rebutting within five days from the date of submission, the arbitral tribunal shall decide on it within fifteen days from the date of receiving it. And, in case the request is rejected, the requester may submit his request to the competent court within thirty days, and the award of that case is not subject to appealing by any methods of appeal.

Paragraph 1 of Article 17 in the Kingdom of Saudi Arabia's Arbitration Law outlines the procedures for challenging or rebutting an arbitrator when there is no agreement between the parties on the process. Here is an analysis of the provisions outlined in this paragraph:

1. **Procedure for Rebutting an Arbitrator:** The paragraph establishes the procedure for submitting a request to challenge or rebut an arbitrator when there is no agreement between the parties on the specific procedures to follow.

2. Timeframe for Rebuttal Request:
 - a. The party requesting to challenge or rebut an arbitrator must submit their request in writing to the arbitral tribunal.
 - b. This request must state the reasons for the challenge or rebuttal.
 - c. The request must be submitted within five days from the date the party learns about the formation of the arbitral tribunal or from the date when circumstances justifying the challenge or rebuttal arise.
3. Response and Arbitral Tribunal Decision:
 - a. If the arbitrator who is being challenged or rebutted does not voluntarily withdraw, and if the other party does not approve the challenge or rebuttal request within five days of its submission, the arbitral tribunal takes action.
 - b. The arbitral tribunal must make a decision on the challenge or rebuttal request within fifteen days from the date it receives the request.
4. Right to Seek Court Review:
 - a. If the challenge or rebuttal request is rejected by the arbitral tribunal, the party requesting the challenge or rebuttal has the right to submit their request to the competent court within thirty days.
 - b. The paragraph emphasises that the decision rendered by the court on this matter is not subject to appeal by any means.

In summary, paragraph 1 of Article 17 outlines the process for challenging or rebutting an arbitrator in cases where there is no prior agreement between the parties on the procedures to follow. The provision sets clear timeframes for submitting the request, responding to it, and making a decision by the arbitral tribunal. It also safeguards the right of the party making the request to seek court review if their request is rejected. The paragraph aims to ensure a fair and transparent procedure for addressing concerns about the impartiality or independence of arbitrators while establishing a framework for timely resolution.

2. The rebuttal shall not be approved from this who has previously submitted a request to rebut the same arbitrator in the same arbitration, for the same reasons.

Paragraph 2 of Article 17 in the Kingdom of Saudi Arabia’s Arbitration Law addresses the repetition of rebuttal requests against the same arbitrator within the same arbitration proceedings. Here is an analysis of the provisions outlined in this paragraph:

1. Restriction on Repeated Rebuttal Requests: The paragraph establishes a restriction on the approval of repeated rebuttal requests against the same arbitrator within the same arbitration process.

2. Specific Conditions for the Restriction:
 - a. The restriction applies to those who have previously submitted a request to challenge or rebut the same arbitrator.
 - b. This is only applicable if the previous request was made for the same reasons.
3. Avoiding Repetitive Challenges:
 - a. The intention behind this provision is to prevent parties from repetitively challenging or rebutting the same arbitrator using the same grounds.
 - b. It aims to avoid unnecessary delays and disruptions in the arbitration proceedings by preventing a party from continually challenging an arbitrator for the same reasons.

In summary, paragraph 2 of Article 17 introduces a limitation on the approval of repeated challenge or rebuttal requests against the same arbitrator in the same arbitration. This provision ensures that parties cannot repeatedly challenge an arbitrator using the same reasons, thus maintaining a level of procedural efficiency and preventing the arbitration process from being bogged down by repetitive challenges.

3. The rebuttal before the arbitral tribunal shall result in stopping the arbitration proceedings. And the appeal against the issued award of the arbitral tribunal to reject the rebuttal request shall not result in stopping the arbitration proceedings.

Paragraph 3 of Article 17 in the Kingdom of Saudi Arabia's Arbitration Law discusses the implications of challenging or rebutting an arbitrator before the arbitral tribunal. Here is an analysis of the provisions outlined in this paragraph:

1. Effect on Arbitration Proceedings:
 - a. The paragraph states that submitting a rebuttal request before the arbitral tribunal will lead to the suspension or stopping of the ongoing arbitration proceedings.
 - b. This means that the arbitration process cannot continue until the challenge or rebuttal request has been addressed and resolved by the tribunal.
2. Different Treatment of Appeals:
 - a. The paragraph then contrasts the effect on the arbitration proceedings when it comes to appealing against the arbitral tribunal's decision to reject the rebuttal request.
 - b. It clarifies that appealing against the arbitral tribunal's decision to reject the challenge or rebuttal request will not result in the suspension or stopping of the ongoing arbitration proceedings.

3. Balance of Interests: The intention behind this provision is to ensure a balance between parties' rights to challenge an arbitrator for valid reasons and the need to maintain the progress of the arbitration proceedings.

In summary, paragraph 3 of Article 17 outlines the procedural impact of submitting a rebuttal request before the arbitral tribunal. It specifies that such a request will halt the ongoing arbitration proceedings until the challenge or rebuttal is addressed. It also indicates that appealing the arbitral tribunal's decision regarding a rejected challenge or rebuttal request will not have the same effect on the proceedings. The provision is aimed at maintaining a fair and balanced approach between the parties' rights and the efficient progression of the arbitration process.

4. If it is awarded to rebut the arbitrator — whether by the arbitral tribunal or by the competent court when considering the appeal — this results in considering what would have been done of the arbitration proceedings — including the arbitration award — as none.

Paragraph 4 of Article 17 in the Kingdom of Saudi Arabia's Arbitration Law deals with the consequences of successfully challenging or rebutting an arbitrator. Here is an analysis of the provisions outlined in this paragraph:

1. Effect of Successful Rebuttal: The paragraph states that if a challenge or rebuttal against an arbitrator is approved, whether by the arbitral tribunal itself or by the competent court on appeal, a specific outcome follows.
2. Nullification of Arbitration Proceedings:
 - a. The successful challenge or rebuttal results in the nullification of all actions taken within the arbitration proceedings, including the arbitration award itself.
 - b. This means that if an arbitrator is found to be unsuitable due to valid reasons and is successfully challenged, the entire arbitration process, including any decisions made by the tribunal, is treated as if it never happened.
3. Ensuring Impartial and Fair Process: The intention behind this provision is to ensure that if an arbitrator is found to have issues of impartiality, independence, or other disqualifying factors, the entire arbitration process is voided to maintain the integrity of the process and its outcomes.

In summary, paragraph 4 of Article 17 establishes the consequences of successfully challenging or rebutting an arbitrator. If an arbitrator is successfully challenged or rebutted, all arbitration proceedings, including any awards, are rendered null and void. This provision underscores the importance of ensuring that the arbitration process is conducted with arbitrators who meet the necessary standards of impartiality and independence, and it ensures that any taint on the arbitrator's suitability does not impact the fairness and legitimacy of the proceedings or outcomes.

18th Article:

1. If the arbitrator could not perform his task, or did not perform, or refrained from performing it leading to unjustified delay in the arbitration proceedings, and he did not withdraw, and the parties of the arbitration failed to agree to dismiss him, the competent court may dismiss him at the request of either parties with an award that is not subject to appealing in any way of appeal.

Paragraph 1 of Article 18 in the Kingdom of Saudi Arabia's Arbitration Law discusses the circumstances under which an arbitrator can be dismissed due to their inability or failure to perform their duties. Here is an analysis of the provisions outlined in this paragraph:

1. Arbitrator's Inability or Failure:
 - a. The paragraph focuses on situations where the arbitrator is unable to perform their duties, fails to do so, or intentionally refrains from performing their tasks.
 - b. This could lead to unjustified delays in the arbitration proceedings.
2. Arbitrator's Non-Withdrawal: If the arbitrator is facing these issues and does not voluntarily withdraw from the proceedings, this paragraph provides a remedy for addressing the situation.
3. Request for Dismissal:
 - a. Either of the parties involved in the arbitration can request the dismissal of the arbitrator.
 - b. This request can be made if the arbitrator's actions or inactions are leading to unjustified delays in the proceedings.
4. Court's Authority to Dismiss:
 - a. If the parties of the arbitration cannot come to an agreement to dismiss the arbitrator and the situation persists, the competent court can intervene.
 - b. The court has the authority to dismiss the arbitrator based on the request from either of the parties.
5. Non-appealable Award:
 - a. The court's decision to dismiss the arbitrator is referred to as an "award" in the context of this provision.
 - b. Importantly, the award resulting from the court's decision to dismiss the arbitrator is explicitly stated to be not subject to any form of appeal.

In summary, paragraph 1 of Article 18 outlines the procedure for dismissing an arbitrator who is unable or unwilling to perform their duties, causing unjustified delays in the arbitration proceedings. The provision grants the competent court the authority to dismiss the arbitrator upon the request of either party, and this dismissal is treated as an award that cannot be appealed. This provision is

designed to address situations where an arbitrator's actions or inactions could compromise the efficiency and fairness of the arbitration process.

2. Unless the arbitrator is appointed by the competent court, he may be dismissed only with the agreement of the parties of the arbitration, without prejudice to the provisions of the paragraph (1) of this Article. And the dismissed may ask for compensation unless the dismissal is due to reasons of his side.

Paragraph 2 of Article 18 in the Kingdom of Saudi Arabia's Arbitration Law further discusses the conditions and implications of dismissing an arbitrator from their role. Here is an analysis of the provisions outlined in this paragraph:

Dismissal with Parties' Agreement:

1. The paragraph establishes the principle that an arbitrator can be dismissed from their role only if both parties involved in the arbitration agree to the dismissal.
2. This emphasises the importance of consensus between the parties in making such a decision.

Exception: Dismissal by Court and Paragraph 1: The paragraph clarifies that the rule from paragraph 1 of Article 18 applies regardless of the situation, indicating that an arbitrator can be dismissed by court intervention in cases of inability, failure, or unjustified delay.

Court-Appointed Arbitrator Exception:

1. The provision includes a specific exception for arbitrators appointed by the competent court.
2. For such court-appointed arbitrators, the requirement for agreement from both parties to effect dismissal is waived.

Right to Compensation for Dismissed Arbitrator:

1. If an arbitrator is dismissed, they have the right to request compensation unless the dismissal is due to reasons related to their own conduct.
2. This suggests that an arbitrator can seek compensation for their time and effort invested in the arbitration process if they are dismissed, except in cases where their own actions led to their dismissal.

In summary, paragraph 2 of Article 18 sets out conditions for dismissing an arbitrator. It underscores the necessity of both parties' agreement for dismissal, except when an arbitrator is appointed by the court, in which case the parties' agreement is not required. Additionally, it recognises the arbitrator's right to compensation unless their own actions led to the dismissal. This provision aims to ensure fairness and procedural clarity when it comes to dismissing an arbitrator from their role in arbitration proceedings.

19th Article:

If the arbitrator’s task ended with his death, or rebuttal, or dismissal, or withdrawal, or disability, or any other reason, an alternative arbitrator shall be appointed in accordance with the procedures that have been followed in the selection of the arbitrator, whose task has ended.

Article 19 of the Kingdom of Saudi Arabia’s Arbitration Law addresses the process of appointing an alternative arbitrator in situations where the original arbitrator’s role has concluded due to various reasons. Here is an analysis of the provisions outlined in this article:

1. Various Scenarios Covered:
 - a. The article covers a range of scenarios where the arbitrator’s task ends, including death, rebuttal, dismissal, withdrawal, disability, or any other reason.
 - b. This comprehensive coverage ensures that regardless of the cause of the arbitrator’s departure, a clear procedure is in place to appoint a replacement.
2. Appointment of Alternative Arbitrator:
 - a. The central focus of this article is to ensure the continuity of the arbitration process by appointing an alternative arbitrator when the original arbitrator’s role ends.
 - b. The appointment of the alternative arbitrator follows the same procedures that were initially followed for the selection of the arbitrator whose role has ended.
3. Consistency in Appointment Procedures:
 - a. By using the same procedures for appointing the alternative arbitrator as were used for the original arbitrator, the article emphasises consistency and fairness in the arbitration process.
 - b. This helps maintain a level playing field for both parties and ensures that the principles guiding the initial selection remain intact.

In summary, Article 19 of the KSA Arbitration Law establishes a clear and consistent process for appointing an alternative arbitrator when the original arbitrator’s role ends due to various reasons. This provision is designed to ensure the continuation of the arbitration process in a fair and consistent manner, maintaining the principles and procedures initially set for arbitrator selection.

20th Article:

1. The arbitral tribunal shall judge the defenses of its non-competence, including the defenses based on the absence of an arbitration agreement, or its fall, or its annulment, or its lack of coverage of the subject of the dispute.

Paragraph 1 of Article 20 in the Kingdom of Saudi Arabia's Arbitration Law discusses the authority of the arbitral tribunal to rule on certain defences related to its competence and the existence or validity of the arbitration agreement. Here is an analysis of the provisions outlined in this paragraph:

1. Tribunal's Authority to Judge Defences:
 - a. The paragraph outlines that the arbitral tribunal has the authority to make judgments on specific defences raised against its competence.
 - b. This means that the tribunal can rule on whether it has the jurisdiction to handle the case based on certain defences presented by the parties.
2. Scope of Defences: The defences referred to in this paragraph primarily concern challenges to the tribunal's competence based on the arbitration agreement's absence, invalidity, annulment, or a lack of coverage for the subject of the dispute.
3. Broad Range of Issues: The defences addressed in this paragraph reflect situations where a party might contest the very foundation of the arbitration process, including the existence and validity of the arbitration agreement itself.
4. Fair and Efficient Process:
 - a. By empowering the arbitral tribunal to judge these defences, the provision contributes to the efficiency and fairness of the arbitration process.
 - b. It allows the tribunal to make decisions on critical jurisdictional matters, ensuring that the arbitration can proceed smoothly without unnecessary delays.

In summary, paragraph 1 of Article 20 of the KSA Arbitration Law grants the arbitral tribunal the authority to rule on defences related to its competence, including challenges based on the existence, validity, annulment, or scope of the arbitration agreement. This provision enhances the efficiency of the arbitration process by allowing the tribunal to address foundational jurisdictional matters, ensuring that the arbitration can proceed in a fair and streamlined manner.

2. The defenses shall be revealed to the lack of jurisdiction of the arbitral tribunal in accordance with the dates referred to in the paragraph (2) of the 30th Article of this law.

The appointment of an arbitrator or participation in his appointment shall not result in the fall of his right to present any of these defenses. The defense of the lack of inclusion, of the arbitration agreement to the matters raised by the other party during the hearing of the dispute, shall be revealed immediately or this right shall be prescribed. In all cases, the arbitral tribunal may accept the late defense if it considers that the delay was due to an acceptable reason.

Paragraph 2 of Article 20 in the Kingdom of Saudi Arabia's Arbitration Law delves deeper into the timing and procedures for raising defences related to the arbitral tribunal's lack of jurisdiction. Here is an analysis of the provisions outlined in this paragraph:

1. Revealing Defences and Timing:
 - a. The paragraph emphasises the importance of timely revealing defences regarding the lack of jurisdiction of the arbitral tribunal.
 - b. It references paragraph 2 of Article 30 for specific timeframes within which such defences need to be presented.
2. Preservation of Défense Rights:
 - a. This paragraph clarifies that the act of appointing an arbitrator or participating in their appointment does not result in the waiver of the right to present any of the defences mentioned earlier.
 - b. Parties are not restricted from raising defences related to the tribunal's jurisdiction just because they were involved in the appointment of an arbitrator.
3. Défense of Lack of Inclusion:
 - a. The paragraph specifies that if one party claims that the arbitration agreement does not encompass the matters raised by the other party during the dispute's hearing, the defence should be presented immediately.
 - b. If not raised promptly, the right to present this defence could be lost due to prescription (expiration).
4. Preservation of Tribunal's Jurisdiction: The paragraph concludes without completing the thought, leaving the rest of its content unprovided.

In summary, paragraph 2 of Article 20 of the KSA Arbitration Law focuses on the procedural aspects of raising defences related to the lack of jurisdiction of the arbitral tribunal. It underscores the importance of timely presentation of these defences, clarifies that the appointment or participation in the appointment of an arbitrator does not waive defence rights, and highlights the need to promptly raise the defence of the lack of inclusion of matters in the arbitration agreement. This provision aims to ensure that parties have a fair opportunity to challenge the tribunal's jurisdiction while maintaining a streamlined arbitration process.

3. The arbitral tribunal shall judge the defenses referred to in the paragraph (1) of this Article before judging the subject, and it may annex them to the subject to judge them both together. If it awarded with rejecting the defense, the appeal shall not be done except by suing the invalidity of the arbitration award that terminates the whole dispute in accordance with the 54th Article of this law.

Paragraph 3 of Article 20 in the Kingdom of Saudi Arabia's Arbitration Law elaborates on the sequence and consequences of the arbitral tribunal's judgment of defences related to its jurisdiction. Here is an analysis of the provisions outlined in this paragraph:

1. Sequence of Judgment:
 - a. The paragraph establishes the sequence in which the arbitral tribunal must address the defences mentioned in paragraph 1 of Article 20.
 - b. These defences, which pertain to the tribunal's jurisdiction based on the existence, validity, or scope of the arbitration agreement, should be judged before the subject matter of the dispute itself.
2. Combining Jurisdictional and Substantive Issues:
 - a. The paragraph suggests that the arbitral tribunal has the option to either judge the jurisdictional defences separately or combine them with the substantive issues of the dispute.
 - b. This flexibility allows the tribunal to manage the proceedings efficiently and potentially streamline the decision-making process.
3. Appeal and Invalidation of Award:
 - a. If the arbitral tribunal rejects the jurisdictional defence raised by a party, the paragraph outlines that the rejected party's recourse is limited.
 - b. The rejected party cannot immediately appeal the tribunal's decision; instead, they can only challenge the validity of the arbitration award if it ultimately concludes the entire dispute.
 - c. This implies that the rejected party's avenue for appeal is limited to specific circumstances related to the award's validity.

In summary, paragraph 3 of Article 20 of the KSA Arbitration Law provides guidelines for how the arbitral tribunal should address jurisdictional defences related to its competence. It outlines the sequence of judgment, allowing flexibility in either addressing these defences separately or combining them with the substantive issues. Additionally, the provision limits the rejected party's recourse, allowing them to challenge the validity of the arbitration award only under specific circumstances. This ensures a structured approach to handling jurisdictional issues while maintaining the overall integrity and efficiency of the arbitration process.

21st Article:

The arbitration condition contained in a contract is considered a separate agreement from the other conditions of the contract. The invalidity of the contract — which includes the arbitration condition — or its revocation or termination shall not result in the invalidity of the arbitration condition which is included in the contract if this condition is true in itself.

Article 21 of the Kingdom of Saudi Arabia’s Arbitration Law addresses the status and enforceability of arbitration clauses within contracts. Here is an analysis of the provisions outlined in this article:

1. Independence of Arbitration Condition:
 - a. The article establishes a fundamental principle that an arbitration clause within a contract is treated as a separate agreement from the other conditions of the contract.
 - b. This means that the validity or invalidity of the overall contract does not necessarily impact the validity of the arbitration clause within it.
2. Effect on Invalid or Revoked Contracts:
 - a. The article clarifies that even if the contract (which includes the arbitration clause) becomes invalid, revoked, or terminated, it does not automatically render the arbitration clause invalid.
 - b. The arbitration clause maintains its enforceability as long as it is valid in itself, irrespective of the status of the larger contract.
3. Condition’s Self-Validity:
 - a. A key factor is that the arbitration clause must be valid on its own terms, separate from the contract’s validity.
 - b. The arbitration clause itself must satisfy the criteria for a legally enforceable agreement, regardless of the overall status of the contract.
4. Protection of Arbitration Agreements:
 - a. The provision underscores the importance of upholding arbitration agreements, even if the surrounding contract is challenged or becomes invalid for other reasons.
 - b. This aligns with the broader principle of respecting parties’ autonomy in choosing arbitration as a means of dispute resolution.

In summary, Article 21 of the KSA Arbitration Law emphasises the independence and separability of arbitration clauses within contracts. The provision ensures that the invalidity, revocation, or termination of the larger contract does not automatically invalidate the arbitration clause if it stands as a valid agreement on its own terms. This provision supports the effectiveness and enforceability of arbitration agreements, safeguarding parties’ choice to resolve their disputes through arbitration even in complex contractual situations.

22nd Article:

1. The competent court may command that interim or conservatory measures shall be taken at the request of one of the parties of arbitration before incepting the arbitration proceedings or at the request of the arbitral tribunal in the course of the arbitration proceedings. These procedures may be withdrawn in the same way, unless the parties of the arbitration agree otherwise.

Paragraph 1 of Article 22 in the Kingdom of Saudi Arabia’s Arbitration Law addresses the authority of the competent court to order interim or conservatory measures in arbitration proceedings. Here is an analysis of the provisions outlined in this paragraph:

1. Authority of the Competent Court:
 - a. The paragraph establishes that the competent court has the authority to issue commands for interim or conservatory measures in the context of arbitration proceedings.
 - b. These measures are designed to address urgent situations or prevent imminent harm before or during the arbitration process.
2. Request by Parties or Tribunal:
 - a. The competent court can issue such commands upon the request of one of the parties involved in the arbitration before the proceedings commence or at the request of the arbitral tribunal during the arbitration process.
 - b. This allows parties to seek protective measures even before the arbitration formally begins or while the proceedings are ongoing.
3. Withdrawal of Measures:
 - a. The paragraph specifies that these interim or conservatory measures can be withdrawn in the same manner they were issued.
 - b. This reflects the flexibility in the proceedings, where measures can be adjusted or lifted if circumstances change.
4. Party Agreement for Measures:
 - a. The paragraph concludes by mentioning that the parties involved in the arbitration can agree to a different approach regarding the withdrawal or continuation of these measures.
 - b. This emphasises the importance of party autonomy and flexibility in crafting the measures that suit their needs and situation.

In summary, paragraph 1 of Article 22 of the KSA Arbitration Law grants the competent court the authority to order interim or conservatory measures in arbitration proceedings. These measures can be requested by parties or the arbitral tribunal, and they can be withdrawn in a similar manner. The

provision underscores the importance of protecting parties' interests and maintaining flexibility in addressing urgent situations through such measures while respecting party autonomy.

2. The competent court may, at the request of the arbitral tribunal, command a judicial acting.

Paragraph 2 of Article 22 in the Kingdom of Saudi Arabia's Arbitration Law discusses the authority of the competent court to command judicial actions based on the request of the arbitral tribunal. Here is an analysis of the provisions outlined in this paragraph:

1. Judicial Actions on Tribunal's Request:
 - a. The paragraph empowers the competent court to issue commands for specific judicial actions upon the request of the arbitral tribunal.
 - b. These judicial actions are likely related to procedural matters or actions that require court intervention to facilitate the progress of the arbitration proceedings.
2. Supporting the Arbitral Tribunal:
 - a. By allowing the arbitral tribunal to request judicial actions, the law provides a mechanism for the tribunal to seek assistance from the court when necessary.
 - b. This reflects a cooperative approach where the court and the tribunal collaborate to ensure the smooth conduct of the arbitration.
3. Ensuring Effective Proceedings: The provision aims to ensure that the arbitration process remains effective and efficient by addressing any obstacles or challenges that the arbitral tribunal may encounter.

In summary, paragraph 2 of Article 22 of the KSA Arbitration Law grants the competent court the authority to issue commands for judicial actions based on the request of the arbitral tribunal. This provision aligns with the goal of ensuring the effectiveness and efficiency of the arbitration proceedings by enabling the tribunal to seek court assistance when needed.

3. The arbitral tribunal may request from the concerned authority to help it with the arbitration proceedings according to what this tribunal considers fit for the proper functioning of arbitration, such as: call a witness or an expert, or the command to bring a document, or a copy of it, or see it, or otherwise, with no prejudice to the right of the arbitral tribunal to conduct that independently.

Paragraph 3 of Article 22 in the Kingdom of Saudi Arabia's Arbitration Law discusses the authority of the arbitral tribunal to seek assistance from relevant authorities to facilitate the arbitration proceedings. Here is an analysis of the provisions outlined in this paragraph:

1. Tribunal's Authority to Request Assistance:
 - a. The paragraph highlights that the arbitral tribunal possesses the authority to seek help from relevant authorities to ensure the effective conduct of the arbitration proceedings.
 - b. This provision reflects the tribunal's autonomy and capacity to manage the proceedings in the best interest of the parties involved.
2. Wide Range of Assistance:
 - a. The paragraph lists various forms of assistance that the tribunal may request from the concerned authority to facilitate the proceedings.
 - b. Examples include summoning witnesses or experts, issuing commands to produce documents or copies, and inspecting documents.
3. Autonomy and Collaboration:
 - a. While the tribunal can request assistance from relevant authorities, the paragraph also emphasises that the tribunal retains its independent power to conduct proceedings.
 - b. This implies that the tribunal's autonomy is maintained, even when seeking assistance, ensuring the integrity of the arbitration process.
4. Ensuring Proper Functioning:
 - a. The paragraph underscores the importance of seeking assistance when necessary to ensure the proper functioning of the arbitration proceedings.
 - b. This provision reflects the practical nature of arbitration, where parties and tribunals can engage external resources when required.

In summary, paragraph 3 of Article 22 of the KSA Arbitration Law grants the arbitral tribunal the authority to seek assistance from relevant authorities to enhance the conduct of arbitration proceedings. It underscores the tribunal's autonomy and highlights the range of assistance that can be requested. The provision strikes a balance between the tribunal's independent management of the proceedings and the possibility of seeking external support for a more effective arbitration process.

23rd Article:

1. It is permissible for the parties of the arbitration to agree that the arbitral tribunal may — at the request of one of them — command either of them to take what he sees of provisional or conservatory measures required by the nature of the dispute. The arbitral tribunal may obligate the party that requires taking such measures to provide an appropriate financial guarantee for the execution of this procedure.

Paragraph 1 of Article 23 in the Kingdom of Saudi Arabia’s Arbitration Law addresses the parties’ authority to agree on provisional or conservatory measures in arbitration proceedings. Here is an analysis of the provisions outlined in this paragraph:

1. Agreement on Provisional Measures:
 - a. The paragraph highlights the principle that the parties involved in arbitration proceedings have the discretion to agree that the arbitral tribunal can, upon request, issue commands for provisional or conservatory measures.
 - b. These measures are intended to address urgent issues or prevent potential harm until a final award is issued.
2. Nature of the Dispute:
 - a. The provision emphasises that the nature of the dispute should determine the necessity of the provisional or conservatory measures.
 - b. This reflects the principle that such measures are contingent on the specific circumstances of the case and the potential harm that could arise if not addressed promptly.
3. Financial Guarantee Requirement:
 - a. The paragraph allows the arbitral tribunal to require the party requesting the provisional or conservatory measures to provide a suitable financial guarantee to ensure the execution of these measures.
 - b. This requirement helps to balance the rights of both parties and ensures that measures are executed effectively and responsibly.
4. Party Autonomy and Tribunal Authority:
 - a. The provision underscores the importance of party autonomy in deciding whether to agree on provisional measures and the tribunal’s role in implementing these measures.
 - b. It reflects a cooperative approach where the tribunal and parties work together to manage the proceedings effectively.

In summary, paragraph 1 of Article 23 of the KSA Arbitration Law establishes that the parties have the right to agree on the implementation of provisional or conservatory measures in arbitration proceedings. The provision emphasises the need for measures to be aligned with the nature of the

dispute and allows the tribunal to require a financial guarantee for their execution. This provision upholds party autonomy while also acknowledging the role of the arbitral tribunal in ensuring the proper conduct of the proceedings and addressing urgent issues.

2. If the party, against whom the command is issued, failed to execute it, the arbitral tribunal may — at the request of the other party — authorize this party to take the necessary measures to execute it, and without prejudice to the right of the tribunal or the other party to request from the competent authority to mandate the party that against whom the command is issued to execute it.

Paragraph 2 of Article 23 in the Kingdom of Saudi Arabia’s Arbitration Law deals with the authority of the arbitral tribunal when one of the parties fails to execute a command for provisional or conservatory measures. Here is an analysis of the provisions outlined in this paragraph:

1. Authorisation to Take Measures:
 - a. The paragraph establishes that if the party against whom a command for provisional or conservatory measures is issued fails to execute it, the arbitral tribunal has the authority to grant permission to the other party to undertake the necessary measures to execute the command.
 - b. This provision addresses situations where one party does not comply with the tribunal’s command and allows the other party to act on behalf of the tribunal.
2. Ensuring Execution of Measures:
 - a. The paragraph emphasises the importance of ensuring that the measures ordered by the tribunal are effectively executed, even in cases where one party is uncooperative or non-compliant.
 - b. This provision aims to prevent a party’s refusal to execute measures from undermining the effectiveness of the tribunal’s orders.
3. Alternative Measures:
 - a. The provision also acknowledges that the arbitral tribunal or the other party has the option to seek assistance from the competent authority to enforce the command issued against the non-compliant party.
 - b. This reflects a multi-pronged approach to ensure the execution of the tribunal’s orders.
4. Balancing Party Rights: The paragraph seeks to maintain a balance between the rights of both parties by providing mechanisms to address non-compliance while still respecting the authority of the tribunal.

In summary, paragraph 2 of Article 23 of the KSA Arbitration Law empowers the arbitral tribunal to authorise the party requesting provisional or conservatory measures to take necessary actions if the opposing party fails to execute the tribunal’s command. The provision ensures that measures are

effectively implemented while providing alternative avenues for enforcing tribunal commands, thereby safeguarding the integrity of the arbitration process and maintaining fairness for both parties.

24th Article:

1. When choosing the arbitrator, an independent contract shall be concluded with him stating his fees, and a copy of the contract shall be deposited with the authority prescribed by the executive regulation of this law.

Paragraph 1 of Article 24 in the Kingdom of Saudi Arabia's Arbitration Law addresses the process of concluding an independent contract with the chosen arbitrator regarding their fees. Here is an analysis of the provisions outlined in this paragraph:

1. Independent Contract Requirement:
 - a. The paragraph emphasises that, upon selecting an arbitrator, an independent contract must be established between the parties involved in the arbitration and the chosen arbitrator.
 - b. This contractual agreement is specifically related to the arbitrator's fees for their services.
2. Fee Agreement:
 - a. The contract should clearly outline the terms and conditions of the arbitrator's fees.
 - b. This includes aspects such as the fee structure, payment schedule, and any additional expenses that may be involved.
3. Transparency and Clarity:
 - a. The requirement to conclude an independent contract ensures transparency and clarity in the financial arrangement between the parties and the arbitrator.
 - b. Both parties and the arbitrator should have a clear understanding of the compensation terms.
4. Preservation of Contract Copy:
 - a. The paragraph also emphasises that a copy of the contract, detailing the arbitrator's fees, should be deposited with the authority specified in the executive regulation of the arbitration law.
 - b. This provision aims to maintain a record of the fee agreement and provide a level of oversight.

5. Regulation and Accountability:
 - a. The mention of the executive regulation underscores the importance of adhering to the rules and procedures set forth in the arbitration law.
 - b. It adds an element of accountability and compliance to the fee arrangement process.

In summary, paragraph 1 of Article 24 of the KSA Arbitration Law mandates the establishment of an independent contract with the chosen arbitrator to define their fees. This requirement ensures transparency, clarity, and proper documentation of the financial arrangement while adhering to the regulations set forth in the arbitration law.

2. If there is no agreement reached between the parties of the arbitration and the arbitrators to determine the arbitrators' fees, the competent court shall determine these fees. That court shall judge by issuing a decision that is not subject to appealing in any way of the ways of the appeal. And if the appointment of the arbitrators is done by the competent court, it shall determine the arbitrators' fees.

Paragraph 2 of Article 24 in the Kingdom of Saudi Arabia's Arbitration Law discusses the determination of arbitrators' fees when no agreement is reached between the parties or arbitrators. Here is an analysis of the provisions outlined in this paragraph:

1. Fee Determination in the Absence of Agreement:
 - a. The paragraph addresses the situation where there is no mutual agreement between the parties involved in the arbitration and the selected arbitrators regarding the arbitrators' fees.
 - b. It highlights the importance of determining the fees even if no specific agreement is in place.
2. Role of the Competent Court:
 - a. The paragraph establishes that in cases where no agreement exists, the competent court has the authority to determine the arbitrators' fees.
 - b. This reflects a regulatory mechanism to ensure that arbitrators are compensated fairly and reasonably for their services.
3. Non-appealable Decision:
 - a. The provision emphasises that the decision issued by the competent court regarding the determination of arbitrators' fees is not subject to any form of appeal.
 - b. This helps expedite the process and provides finality to the court's determination.

4. Role of the Court in Appointed Arbitrators:
 - a. The paragraph extends the court's authority to determine arbitrators' fees even in cases where the arbitrators were appointed by the competent court itself.
 - b. This reaffirms the court's involvement in safeguarding the appropriate compensation for arbitrators.

In summary, paragraph 2 of Article 24 of the KSA Arbitration Law outlines the process for determining arbitrators' fees in cases where no agreement is reached between the parties or arbitrators. It grants the competent court the authority to establish these fees, and any decision made by the court in this regard is considered final and not subject to appeal. This provision ensures a fair and consistent approach to compensating arbitrators when parties are unable to reach an agreement on their own.

4th Part — Executing the arbitration

25th Article:

1. The parties of the arbitration may agree on the actions adopted by the arbitral tribunal, including their right to subject these actions to the valid rules in any organization, or authority, or arbitration center in the Kingdom or abroad, provided they do not violate the provisions of the Islamic Sharia.

Paragraph 1 of Article 25 in the Kingdom of Saudi Arabia's Arbitration Law addresses the parties' ability to agree on the actions taken by the arbitral tribunal and their potential submission to established rules of organisations, authorities, or arbitration centres. Here is an analysis of the provisions outlined in this paragraph:

1. Party Agreement on Tribunal Actions:
 - a. The paragraph highlights that the parties involved in arbitration proceedings have the flexibility to agree on the actions taken by the arbitral tribunal.
 - b. This could encompass various procedural matters, case management decisions, and other aspects that facilitate the arbitration process.
2. Submission to Established Rules:
 - a. The provision acknowledges that parties have the option to subject these tribunal actions to the rules of established organisations, authorities, or arbitration centres.
 - b. These rules often provide a structured framework for conducting arbitration and can streamline the process.
3. Compatibility with Islamic Sharia:
 - a. The paragraph emphasises that any agreements made by the parties, including the submission of tribunal actions to external rules, should not contravene the provisions of Islamic Sharia.
 - b. This underscores the importance of ensuring compliance with Islamic legal principles.
4. Flexibility and Adaptation:
 - a. By allowing parties to agree on actions and potentially adopt rules from established institutions, the provision promotes flexibility in arbitration proceedings.
 - b. Parties can tailor their arbitration process to suit their needs while drawing from established best practices.

In summary, paragraph 1 of Article 25 of the KSA Arbitration Law empowers parties to agree on the actions undertaken by the arbitral tribunal and permits the potential adoption of rules from

recognised organisations or arbitration centres. The provision underscores the importance of maintaining compatibility with Islamic Sharia while providing parties with the flexibility to streamline their arbitration proceedings by utilising external rules when appropriate.

2. If there is no such agreement, the arbitral tribunal may — taking into account the provisions of Islamic Sharia, and the provisions of this law — choose the arbitration proceedings as it deems appropriate.

Paragraph 2 of Article 25 in the Kingdom of Saudi Arabia’s Arbitration Law addresses the scenario when there is no agreement between the parties regarding the actions adopted by the arbitral tribunal. Here is an analysis of the provisions outlined in this paragraph:

1. Tribunal’s Discretion in Absence of Agreement:
 - a. The paragraph outlines that if the parties do not have an agreement regarding the actions to be taken by the arbitral tribunal, the tribunal itself holds the authority to decide how the arbitration proceedings will be conducted.
 - b. This provision reflects the tribunal’s discretionary powers in shaping the arbitration process when there is no mutual understanding between the parties.
2. Consideration of Islamic Sharia and Legal Provisions:
 - a. The paragraph emphasises that the arbitral tribunal’s decisions should be made while taking into account both the principles of Islamic Sharia and the legal provisions laid out in the arbitration law.
 - b. This underscores the importance of adhering to Islamic legal principles and the framework of the arbitration law.
3. Flexibility in Choosing Proceedings: By granting the arbitral tribunal the discretion to choose appropriate arbitration proceedings, the provision encourages flexibility and adaptability in response to the specific circumstances of each case.
4. Balance Between Islamic Principles and Legal Framework: This provision seeks to strike a balance between Islamic Sharia and the legal framework, ensuring that the arbitration process respects both aspects.

In summary, paragraph 2 of Article 25 of the KSA Arbitration Law highlights the authority of the arbitral tribunal to decide on the arbitration proceedings in cases where no agreement exists between the parties. It underscores the importance of considering both Islamic Sharia principles and the provisions of the arbitration law while granting the tribunal the flexibility to choose appropriate proceedings based on the specific circumstances of the case.

26th Article:

The arbitration proceedings shall begin from the day when one of the parties of the arbitration receives the request for arbitration from the other party, unless the parties of the arbitration agreed otherwise.

Article 26 of the Kingdom of Saudi Arabia's Arbitration Law pertains to the commencement of arbitration proceedings and the triggering event that marks the initiation of the arbitration process. Here is an analysis of the provisions outlined in this article:

1. Commencement of Arbitration Proceedings:
 - a. The article establishes that arbitration proceedings officially begin when one of the parties involved in the arbitration process receives a formal request for arbitration from the other party.
 - b. This provision clarifies the specific starting point for arbitration proceedings.
2. Conditional Commencement Agreement:
 - a. The article acknowledges that parties have the flexibility to deviate from the default commencement rule by mutual agreement.
 - b. If the parties have agreed on a different starting point for arbitration proceedings, that agreement takes precedence.
3. Importance of Clarity and Certainty:
 - a. By specifying the trigger for the initiation of arbitration proceedings, the article enhances clarity and certainty in the arbitration process.
 - b. This clarity helps the parties involved in the dispute to understand the exact point when their obligations and responsibilities related to the arbitration commence.
4. Effective Date of the Process: The provision underscores the significance of the receipt of the request for arbitration as the event that sets the arbitration process in motion.
5. Flexibility Through Mutual Agreement:
 - a. The article strikes a balance by allowing parties to customise the commencement of arbitration proceedings through mutual agreement.
 - b. This provision recognises that different cases might require different approaches based on the nature of the dispute or other considerations.

In summary, Article 26 of the KSA Arbitration Law establishes that arbitration proceedings begin when a party receives a formal request for arbitration from the other party. This starting point provides clarity and certainty to the arbitration process. It also acknowledges the parties' freedom to mutually agree on an alternative commencement method if they see fit for their specific situation.

27th Article:

The parties of the arbitration are treated equally, and each of them shall have the full and equal opportunity to display his claim or defense.

Article 27 of the Kingdom of Saudi Arabia's Arbitration Law emphasises the principles of equality and fairness within arbitration proceedings. Here is an analysis of the provisions outlined in this article:

1. Equality of the Parties:
 - a. The article underscores the principle that all parties involved in the arbitration process should be treated with equal consideration and fairness.
 - b. This provision reflects the importance of maintaining a level playing field where each party has the same rights and opportunities.
2. Equal Opportunity to Present Claims and Defences:
 - a. The article highlights that each party is entitled to a full and equal opportunity to present their claims and defences.
 - b. This principle is essential to ensure that all parties have a fair chance to present their arguments, evidence, and positions before the arbitral tribunal.
3. Avoiding Bias or Discrimination:
 - a. The provision aims to prevent any bias, discrimination, or unfair advantage within the arbitration proceedings.
 - b. Treating parties equally helps maintain the integrity of the arbitration process and upholds the concept of justice.
4. Upholding the Integrity of the Process: By ensuring equal treatment and opportunity, the article contributes to the credibility and integrity of the arbitration process.
5. Core Principles of Arbitration: The principles of equality and fairness are fundamental to the core principles of arbitration, which aim to provide a balanced and neutral platform for resolving disputes.

In summary, Article 27 of the KSA Arbitration Law emphasises the importance of treating all parties to arbitration proceedings equally and providing them with equal opportunities to present their claims and defences. This provision underscores the foundational principles of fairness, impartiality, and integrity within the arbitration process.

28th Article:

The parties of the arbitration may agree on the place of the arbitration in the Kingdom or abroad. And if there is no agreement, the arbitral tribunal shall determine a place for the arbitration taking into account the circumstances of the claim, and the convenience of the place for both parties, without prejudice to the authority of the arbitral tribunal to meet at any place it deems

appropriate for deliberation among its members, and to hear witnesses, or experts, or the parties of the dispute, or to preview the dispute, or to examine the documents, or review them.

Article 28 of the Kingdom of Saudi Arabia's Arbitration Law deals with the determination of the place of arbitration in both domestic and international arbitration proceedings. Here is an analysis of the provisions outlined in this article:

1. Agreement on the Place of Arbitration:
 - a. The article acknowledges the parties' autonomy in deciding the location of the arbitration proceedings.
 - b. Parties have the freedom to mutually agree on whether the arbitration should take place within the Kingdom or abroad.
2. Tribunal's Authority to Determine the Place:
 - a. If the parties do not reach an agreement on the place of arbitration, the article grants the arbitral tribunal the authority to determine the appropriate location.
 - b. The tribunal's decision is expected to consider factors such as the nature of the dispute and the convenience of the chosen place for both parties.
3. Consideration of Circumstances and Convenience:
 - a. The article highlights that the tribunal's determination of the place should be based on the circumstances of the dispute and the convenience of the location for both parties.
 - b. This consideration aims to ensure that the chosen place is fair and practical for all parties involved.
4. Flexibility of the Tribunal's Meetings:
 - a. The article grants the arbitral tribunal the flexibility to meet at any location it deems suitable for conducting deliberations, hearing witnesses or experts, and reviewing documents.
 - b. This flexibility supports the efficient functioning of the arbitral process.
5. Balancing Party Interests and Tribunal's Needs: The provision strikes a balance between the parties' interests in selecting a suitable place and the tribunal's needs in terms of meeting locations for effective arbitration proceedings.

In summary, Article 28 of the KSA Arbitration Law recognises the parties' autonomy to agree on the place of arbitration while also providing guidelines for the arbitral tribunal to determine the location when no agreement exists. The article underscores the importance of considering the circumstances of the claim and the convenience of the place for both parties while granting the tribunal flexibility in choosing meeting locations for its proceedings.

29th Article:

1. The arbitration is performed in Arabic unless the arbitral tribunal decides or the parties of the arbitration agree on another language or other languages. And the rule of the agreement or decision shall apply on the language of data and written submissions and oral pleadings, as well as on every decision taken by the arbitral tribunal, or a message oriented by it, or an award rendered by it, unless the agreement of the parties or the decision of the arbitral tribunal provides otherwise.

Paragraph 1 of Article 29 in the Kingdom of Saudi Arabia's Arbitration Law addresses the language of the arbitration proceedings, encompassing written submissions, oral arguments, decisions, messages, and awards. Here is an analysis of the provisions outlined in this paragraph:

1. Default Language and Flexibility:
 - a. The paragraph establishes that the default language for conducting arbitration proceedings is Arabic.
 - b. It also acknowledges the flexibility for the arbitral tribunal or the parties to agree on using a different language or languages for the arbitration process.
2. Language of Data and Submissions:
 - a. The paragraph specifies that the chosen language or the decision of the arbitral tribunal dictates the language used in data exchange, written submissions, and oral arguments.
 - b. This provision is important to ensure that all parties fully understand the proceedings and can effectively present their cases.
3. Decisions, Messages, and Awards:
 - a. The paragraph extends the language rule to encompass any decisions, messages, or awards issued by the arbitral tribunal.
 - b. The language in which these documents are written ensures that they are comprehensible to all parties involved.
4. Party Autonomy and Tribunal Authority:
 - a. The provision highlights the significance of both party agreement and tribunal decisions in determining the language of the arbitration.
 - b. This balance between party autonomy and tribunal authority contributes to a fair and effective arbitration process.
5. Exceptions and Agreements:
 - a. The paragraph acknowledges that, in certain cases, parties or the arbitral tribunal may choose to depart from the default language rule.

- b. The flexibility to make exceptions based on the circumstances of the case supports the efficient functioning of arbitration.

In summary, paragraph 1 of Article 29 in the KSA Arbitration Law establishes that the default language for arbitration proceedings is Arabic. However, parties have the autonomy to agree on a different language or languages for the proceedings, including written submissions, oral arguments, decisions, messages, and awards. This provision balances the need for understanding and fairness while allowing for flexibility based on the parties' preferences or the tribunal's decision.

2. The arbitral tribunal may decide that all or some of the written documents provided in the claim shall be attached by a translation into the language or languages used in the arbitration. In the case of multiple languages, the tribunal may confine the translation to some of them.

Paragraph 2 of Article 29 in the Kingdom of Saudi Arabia's Arbitration Law addresses the translation of written documents provided in a claim in the context of arbitration proceedings. Here is an analysis of the provisions outlined in this paragraph:

1. Tribunal's Discretion:
 - a. The paragraph provides the arbitral tribunal with the discretion to determine whether written documents presented as part of a claim need to be translated into the language or languages used in the arbitration.
 - b. This discretionary power enables the tribunal to assess the necessity of translation based on the circumstances of the case.
2. Translation Requirement:
 - a. If the tribunal deems it necessary, it can order that all or specific written documents submitted with the claim be translated.
 - b. This requirement ensures that all parties, including the tribunal and opposing parties, can understand the content of the submitted documents.
3. Flexibility in Multiple Languages:
 - a. The paragraph recognises that arbitration may involve more than one language.
 - b. In cases where multiple languages are used, the tribunal has the authority to determine which documents require translation, which can enhance efficiency while maintaining fairness.
4. Resource Considerations:
 - a. The discretion given to the tribunal takes into account practical considerations such as the availability of resources and time required for translation.
 - b. This approach aligns with the efficiency goals of arbitration proceedings.

5. **Balancing Fairness and Efficiency:** The provision aims to balance the need for fairness, where all parties understand the presented documents, with the practical considerations of the arbitration process.

In summary, paragraph 2 of Article 29 in the KSA Arbitration Law empowers the arbitral tribunal to decide whether written documents submitted with a claim need to be translated into the language or languages used in the arbitration. This provision ensures that documents are understandable to all parties involved while allowing flexibility based on the tribunal's assessment of the case's specific requirements.

30th Article:

1. The prosecutor shall send within the agreed date between the parties, or the one appointed by the arbitral tribunal, to the defendant and to each and every one of the arbitrators, a written statement of his claim, that includes his name, address, and the name of the defendant, and his address, and explain the facts of the claim, and his requests, and commitments, and any other matter that requires the agreement of the parties shall be mentioned in this statement.

Paragraph 1 of Article 30 in the Kingdom of Saudi Arabia's Arbitration Law outlines the requirements for the written statement of claim that the claimant must provide in arbitration proceedings. Here is an analysis of the provisions outlined in this paragraph:

1. **Submission Requirements:**
 - a. The paragraph mandates that the claimant, also referred to as the "prosecutor", is required to submit a written statement of claim.
 - b. This statement serves as the formal documentation through which the claimant outlines their case, including the relevant details and requests.
2. **Timeliness:**
 - a. The paragraph underscores the importance of adhering to timelines for submitting the written statement of claim.
 - b. The submission should occur within the timeframe agreed upon by the parties or as set by the arbitral tribunal.
3. **Mandatory Information:**
 - a. The claimant's written statement of claim must include essential information, such as the claimant's name and address, as well as the same information for the defendant.
 - b. This information ensures proper identification of the parties and allows for effective communication throughout the arbitration process.

4. Factual Basis of the Claim:
 - a. The claimant is required to provide a clear and concise explanation of the factual basis of their claim.
 - b. This helps the arbitral tribunal and the opposing party to understand the nature of the dispute and the specific events or circumstances that led to the claim.
5. Requests and Commitments:
 - a. The claimant's written statement of claim should clearly outline their requests, which are the specific remedies or actions they seek as a resolution to the dispute.
 - b. Additionally, any commitments or undertakings relevant to the case should be included.
6. Mandatory Matters Requiring Agreement:
 - a. The provision highlights that any matters that require agreement between the parties must be mentioned in the written statement of claim.
 - b. This ensures transparency and clarity in the presentation of the case and any related agreements.

In summary, paragraph 1 of Article 30 in the KSA Arbitration Law establishes the requirements for the claimant's written statement of claim in arbitration proceedings. It emphasises the necessity of timely submission, the inclusion of crucial information about the parties, a clear explanation of the claim's factual basis, and the delineation of requests, commitments, and any matters requiring agreement. This provision ensures that the arbitral tribunal and the opposing party have a comprehensive understanding of the claimant's case.

2. The defendant shall send during the date agreed upon between the parties, or who is appointed by the arbitral tribunal, to the prosecutor and to each and every one of the arbitrators a written rejoinder of his defense in response to what came in the statement of claim. His rejoinder may contain any application related to the subject of the dispute, or he may stick to a right emerging of him intending to defend by set-off. And he has that right even at a later stage of the proceedings if the arbitral tribunal considers that the circumstances justify the delay.

Paragraph 2 of Article 30 in the Kingdom of Saudi Arabia's Arbitration Law addresses the requirements for the written rejoinder of defence that the defendant must provide in arbitration proceedings. Here is an analysis of the provisions outlined in this paragraph:

1. Response to Claim:
 - a. The paragraph highlights that the defendant is required to submit a written rejoinder in response to the claimant's statement of claim.

- b. This written response serves as the formal presentation of the defendant's defence and position regarding the claim.
2. Timeliness:
 - a. Similar to the claimant's requirement to submit the written statement of claim within an agreed-upon timeframe, the defendant must also adhere to timelines for submitting the written rejoinder.
 - b. This timing ensures that both parties have an equal opportunity to present their cases in a structured manner.
3. Contents of the Rejoinder:
 - a. The defendant's written rejoinder should address the points raised in the claimant's statement of claim and provide the defendant's perspective on the facts, issues, and requests outlined by the claimant.
 - b. The rejoinder may also include any applications related to the dispute or defences based on rights of set-off.
4. Right to Defend by Set-Off:
 - i. The paragraph emphasises that the defendant has the right to defend themselves by using a set-off.
 - ii. Set-off involves asserting a counterclaim that offsets part or all of the claimant's claim against the defendant's own claim.
5. Flexibility in Application:
 - i. The provision allows the defendant to submit applications related to the dispute as part of their written rejoinder.
 - ii. This flexibility allows the defendant to address any relevant matters that may impact the arbitration proceedings.
6. Right to Raise Défense Later:
 - a. The paragraph acknowledges that the defendant may also raise their defence, including a set-off, at a later stage of the proceedings if the arbitral tribunal deems the circumstances to justify the delay.
 - b. This provision accommodates situations where new information or developments emerge that warrant a delayed defence.

In summary, paragraph 2 of Article 30 in the KSA Arbitration Law establishes the requirements for the defendant's written rejoinder of defence in arbitration proceedings. It underscores the importance of timely submission, provides flexibility in the content of the rejoinder, and acknowledges the defendant's right to raise defences such as set-off both during the initial rejoinder stage and later in the proceedings if circumstances warrant.

3. Each one of the parties may attach to the statement of the claim or his rejoinder to it — as the case may be — copies of the documents on which he relies on, and he may refer to all or some of the documents, and the evidences that he intends to provide. This shall not prejudice the right of the arbitral tribunal at any stage in the proceedings in the request for the original documents or documents on which any of the parties of the claim rely on, or copies of them.

Paragraph 3 of Article 30 in the Kingdom of Saudi Arabia’s Arbitration Law addresses the inclusion of documentary evidence by the parties in their statements of claim or rejoinders in arbitration proceedings. Here is an analysis of the provisions outlined in this paragraph:

1. Documentary Evidence Submission:
 - a. The paragraph grants both the claimant and the defendant the right to attach copies of relevant documents to their respective statements of claim or rejoinders.
 - b. This provision allows parties to support their positions with written evidence that they consider crucial to their case.
2. Flexibility in Document Selection:
 - a. The parties are allowed to choose which documents they want to attach to their statements of claim or rejoinders.
 - b. They can either attach copies of all documents on which they rely or select specific documents that they believe are most relevant to their arguments.
3. Referral to Documents and Evidence:
 - a. Parties are also permitted to reference documents and evidence they intend to present without necessarily attaching them to the statement of claim or rejoinder.
 - b. This means they can indicate that certain evidence exists and will be provided during the course of the proceedings.
4. Arbitral Tribunal’s Authority Over Documents:
 - a. The paragraph ensures that the arbitral tribunal retains authority over the documents presented by the parties.
 - b. The tribunal has the right to request original documents or copies of documents presented by either party at any stage of the proceedings.
5. Maintaining Fairness and Transparency: Allowing parties to attach documents to their submissions enhances the transparency and fairness of the arbitration process by enabling each side to present its evidence.

6. Preservation of Evidence Requirements:
 - a. The paragraph emphasises that the right of the arbitral tribunal to request original documents or copies of documents remains intact.
 - b. This preserves the tribunal's ability to independently verify evidence and ensure the integrity of the proceedings.

In summary, paragraph 3 of Article 30 in the KSA Arbitration Law grants parties the right to attach copies of documentary evidence to their statements of claim or rejoinders in arbitration proceedings. It also allows them to refer to documents and evidence they intend to present. The provision ensures the arbitral tribunal's authority over documents and maintains transparency and fairness in the presentation of evidence.

31st Article:

A copy of all what is provided by one of the parties to the arbitral tribunal; notes, documents or other papers, shall be sent to the other party. Also, a copy of what is provided to the mentioned tribunal; expert reports, documents and other evidences that the arbitral tribunal can rely on when issuing its award, shall be sent to both parties.

Article 31 of the KSA Arbitration Law pertains to the requirement of sharing information and documents between the parties and the arbitral tribunal during the arbitration proceedings. Here is an analysis of the provisions outlined in this article:

1. Disclosure and Transparency:
 - a. The article emphasises the principle of transparency and fairness in arbitration proceedings by ensuring that both parties have access to the same information.
 - b. Parties are required to share all relevant information, notes, documents, and other papers with the arbitral tribunal, and these materials must be disclosed to the other party as well.
2. Mutual Sharing of Materials:
 - a. Any materials provided by one party to the arbitral tribunal, including notes, documents, or other papers, must be shared with the opposing party.
 - b. This provision aims to maintain an equitable balance of information and prevent any party from gaining an unfair advantage by withholding evidence.
3. Expert Reports and Evidence:
 - a. The article extends the disclosure requirement to expert reports, documents, and other evidence that the arbitral tribunal intends to rely upon when issuing its award.

- b. Both parties must be given access to these materials, ensuring that they are fully aware of the evidence that the tribunal will consider in its decision-making process.
- 4. Ensuring Equitable Process:
 - a. By mandating the sharing of relevant materials, the article seeks to ensure that both parties have an equal opportunity to present their cases and respond to the evidence presented by the other side.
 - b. This prevents surprises during the proceedings and contributes to the fairness of the arbitration process.
- 5. Supporting Informed Decisions: Requiring the sharing of documents and evidentiary materials helps the arbitral tribunal make well-informed decisions based on a comprehensive understanding of the case.
- 6. Promoting Efficiency: By stipulating that materials provided to the arbitral tribunal be shared with both parties, the article encourages efficient communication and reduces the likelihood of disputes arising from lack of information.

In conclusion, Article 31 of the KSA Arbitration Law underscores the importance of transparency and fairness in arbitration proceedings by mandating the sharing of information and documents between parties and the arbitral tribunal. This provision aims to ensure that both parties have equal access to relevant materials and can participate effectively in the arbitration process.

32nd Article:

Each of the parties of the arbitration may amend his requests — or the aspects of his defense — or complete them during the arbitration proceedings, unless the arbitral tribunal decides not to accept that in order to prevent delaying the award of the dispute.

Article 32 of the KSA Arbitration Law focuses on the ability of parties involved in arbitration proceedings to make amendments or additions to their claims or defences during the course of the proceedings. Here is an analysis of the provisions outlined in this article:

- 1. Amendment and Flexibility:
 - a. The article recognises the possibility of parties needing to adjust their claims, defences, or even introduce new aspects during the arbitration process.
 - b. This provision supports a flexible and adaptable approach to arbitration, allowing parties to address evolving circumstances or new information that may arise during the proceedings.
- 2. Equitable Treatment: Allowing parties to amend their requests or defences maintains the principle of equality and fairness, ensuring that both sides have an opportunity to present their strongest case.

3. Arbitral Tribunal's Discretion:
 - a. The provision grants the arbitral tribunal the authority to accept or reject requests for amendments, particularly if such amendments could potentially cause unnecessary delays in reaching a decision.
 - b. The primary concern is to prevent amendments from prolonging the proceedings and impeding the timely resolution of the dispute.
4. Balancing Fairness and Efficiency: While parties are given the right to make amendments, the arbitral tribunal's power to prevent delays ensures a balance between accommodating changes and maintaining an efficient arbitration process.
5. Timely Award of the Dispute: One of the underlying objectives of this provision is to ensure that the arbitration process is not unduly protracted, and parties receive a timely resolution to their dispute.
6. Flexibility in Responding to Developments: This provision acknowledges that during the course of arbitration, new evidence, arguments, or circumstances may come to light, which could necessitate adjustments to claims or defences.

In conclusion, Article 32 of the KSA Arbitration Law provides parties with the ability to amend their claims, defences, or add new aspects during arbitration proceedings. However, this provision also gives the arbitral tribunal the discretion to reject such amendments if they could lead to delays. This balance between flexibility and efficiency ensures a fair and timely resolution of the dispute.

33rd Article:

1. The arbitral tribunal holds hearings to enable both parties to explain the subject of the claim presented, present their evidences and proofs. The tribunal may suffice with written notes and documents, unless the parties of the arbitration agree otherwise.

Paragraph 1 of Article 33 in the KSA Arbitration Law outlines the procedure for hearings conducted by the arbitral tribunal during the arbitration process. Here is an analysis of this paragraph:

1. Purpose of Hearings:
 - a. The paragraph emphasises that the primary purpose of these hearings is to provide both parties with an opportunity to present their case and defend their positions.
 - b. These hearings serve as a platform for parties to explain the nature of their claims, present their evidence, and present their arguments before the arbitral tribunal.
2. Equality and Due Process:
 - a. Holding hearings is in line with the principles of due process and equality between the parties.

- b. Both parties are granted the same chance to present their arguments, which helps ensure fairness and equal treatment in the arbitration process.
- 3. Oral and Written Evidence:
 - a. The paragraph mentions that the tribunal may choose to rely solely on written notes and documents during the hearings.
 - b. This flexibility acknowledges that arbitration procedures can vary, and in some cases, parties might agree that written submissions are sufficient to present their cases.
- 4. Party Agreements:
 - a. The provision recognises the parties' autonomy to agree on the format and scope of the hearings.
 - b. If both parties agree that oral arguments are necessary or prefer a more traditional hearing format, the tribunal should consider this agreement.
- 5. Efficiency and Flexibility: The option to rely on written submissions can contribute to the efficiency of the arbitration process, particularly in cases where the parties agree that extensive oral hearings may not be required.
- 6. Ensuring Presentation of Evidence: By requiring parties to present their evidence and proofs, the paragraph ensures that the arbitral tribunal has a comprehensive understanding of the case and can make informed decisions.

In conclusion, Paragraph 1 of Article 33 in the KSA Arbitration Law emphasises the importance of hearings during the arbitration process, allowing parties to present their claims, evidence, and proofs. The provision offers flexibility by allowing the tribunal to use written submissions for hearings, depending on the parties' agreement. This approach maintains fairness, due process, and efficiency in the arbitration proceedings.

2. The parties of the arbitration shall be notified, at their addresses registered with the arbitral tribunal, of the date of any hearing of oral pleading, and the date of sentencing, and any meeting of the arbitral tribunal for the purposes of the review of the dispute, or other matter, or to examine the documents, before holding the hearing well in advance.

Paragraph 2 of Article 33 in the KSA Arbitration Law addresses the requirements and procedures for notifying the parties of arbitration about hearings and other proceedings. Here is an analysis of this paragraph:

- 1. Notice Requirement:
 - a. The paragraph establishes a clear obligation for the arbitral tribunal to provide notice to the parties about various proceedings related to the arbitration.

- b. Notice is essential to ensure that both parties are aware of upcoming hearings, meetings, and proceedings, allowing them sufficient time to prepare and participate effectively.
2. Specific Events Requiring Notice:
 - a. The paragraph specifies the events for which notice must be given, including:
 - b. Hearings of oral pleading: This refers to the stage where parties present their arguments and evidence orally before the tribunal.
3. Date of sentencing: This likely refers to the date when the tribunal will render its final award or decision.
4. Meetings of the arbitral tribunal: This covers any gatherings or sessions of the tribunal for reviewing the dispute, examining documents, or discussing other matters related to the case.
5. Advance Notice:
 - a. The provision emphasises that the notice must be given “well in advance” of the scheduled event.
 - b. This requirement ensures that parties have adequate time to prepare, gather evidence, and make necessary arrangements to participate in the proceedings.
6. Mode of Notification:
 - a. The notice is to be sent to the addresses registered with the arbitral tribunal for each party.
 - b. The prescribed mode of notice ensures that parties receive the information reliably and promptly.
7. Due Process and Transparency:
 - a. The requirement for advance notice contributes to upholding principles of due process and transparency in arbitration.
 - b. It enables parties to have a fair opportunity to present their case and engage in the proceedings without being caught off guard.
8. Administrative Efficiency:
 - a. Providing notice in advance allows for effective case management and organisation of arbitration proceedings.
 - b. It helps the parties and the tribunal to plan and allocate resources appropriately.

In conclusion, Paragraph 2 of Article 33 of the KSA Arbitration Law underscores the importance of notifying parties about various arbitration proceedings. The requirement for advance notice

promotes fairness, due process, and effective case management by allowing parties to prepare adequately and participate fully in the arbitration process.

3. The arbitral tribunal shall write down a summary of what is going on in the hearing in the minutes signed by the witnesses or experts and attendees of both parties, and their representatives, and the members of the arbitral tribunal. And a copy of this summary shall be handed to each party, unless the parties of the arbitration agree otherwise.

Paragraph 3 of Article 33 in the KSA Arbitration Law focuses on the requirement for the arbitral tribunal to record and document the proceedings of hearings during the arbitration process. Here is an analysis of this paragraph:

1. Documentation of Proceedings:
 - a. The paragraph emphasises the importance of maintaining a record of what transpires during arbitration hearings.
 - b. It requires the arbitral tribunal to prepare a written summary of the hearing proceedings.
2. Inclusion of Key Participants: The minutes are required to be signed by several key participants, including:
 - a. Witnesses: Those who provide testimony during the hearing.
 - b. Experts: Individuals who may provide specialised insights or opinions on certain matters.
 - c. Attendees of both parties: Representatives or individuals present on behalf of each party.
 - d. Members of the arbitral tribunal: The arbitrators who are presiding over the case.
3. Transparency and Fairness:
 - a. By recording the hearing proceedings and involving signatures from various participants, the paragraph promotes transparency and fairness.
 - b. Parties can have confidence that what transpired during the hearing is accurately documented and agreed upon by relevant stakeholders.
4. Distribution of Minutes:
 - a. The arbitral tribunal is required to provide a copy of the summary to each party.
 - b. This distribution ensures that both parties have access to the same record of the proceedings.

5. Flexibility in Distribution:
 - a. The paragraph allows for flexibility by stating that distribution of the summary can be adjusted if the parties agree otherwise.
 - b. This accommodates specific circumstances where parties may have their own preferences regarding the distribution of hearing summaries.
6. Prevention of Disputes:
 - a. Accurate and agreed-upon summaries can help prevent disputes or misunderstandings later in the process.
 - b. Parties can refer to the recorded minutes to confirm what was discussed and agreed upon during the hearing.

In conclusion, Paragraph 3 of Article 33 of the KSA Arbitration Law highlights the importance of documenting arbitration hearing proceedings. By requiring a written summary signed by relevant participants and providing copies to each party, this paragraph contributes to transparency, fairness, and the effective management of arbitration proceedings.

34th Article:

1. If the prosecutor does not provide — without an acceptable excuse — a written statement of his claim in accordance with the paragraph (1) of the 30th Article of this law, the arbitral tribunal shall terminate the arbitration proceedings, unless the parties of the arbitration agree otherwise.

Paragraph 1 of Article 34 in the KSA Arbitration Law addresses the consequences when the claimant (prosecutor) fails to provide a written statement of their claim within the specified time frame. Here is an analysis of this paragraph:

1. Requirement for Written Statement:
 - a. The paragraph refers to the requirement stated in Paragraph 1 of Article 30, which mandates that the claimant provide a written statement of their claim.
 - b. This written statement is crucial for initiating the arbitration proceedings and presenting the details of the claim.
2. Consequence of Non-compliance: If the claimant fails to provide the required written statement without a valid excuse, the paragraph states that the arbitral tribunal will take certain actions in response.
3. Termination of Arbitration Proceedings:
 - a. The primary consequence specified is the termination of the arbitration proceedings.

- b. This means that if the claimant does not fulfil their obligation to provide the written statement of claim, the arbitral tribunal will bring the proceedings to an end.
- 4. Acceptable Excuse:
 - a. The paragraph does acknowledge the possibility of an “acceptable excuse” for not providing the statement on time.
 - b. This implies that if the claimant has a legitimate reason for not meeting the deadline, the termination of proceedings might not occur.
- 5. Parties’ Agreement:
 - a. The paragraph indicates that the parties involved in the arbitration can agree to an alternative course of action even if the claimant does not provide the statement within the specified time.
 - b. This demonstrates flexibility in handling such situations if the parties mutually consent to continue the proceedings despite the claimant’s delay.
- 6. Procedural Fairness:
 - a. The provision ensures procedural fairness by requiring claimants to adhere to the specified timelines for submitting their claims.
 - b. It also helps prevent unnecessary delays and ensures that the arbitration process moves forward efficiently.
- 7. Balancing Interests: The paragraph strikes a balance between ensuring that claimants meet their responsibilities and allowing for exceptional circumstances that could prevent timely submission.

In summary, Paragraph 1 of Article 34 in the KSA Arbitration Law outlines the consequences when a claimant fails to provide a written statement of their claim without an acceptable excuse. The arbitral tribunal has the authority to terminate the arbitration proceedings in such cases unless the parties agree otherwise. This provision aims to maintain procedural fairness and efficiency in arbitration proceedings.

2. If the defendant does not provide a written rejoinder to his defense in accordance with the paragraph (2) of the 30th Article of this law, the arbitral tribunal shall continue the arbitration proceedings, unless the parties of the arbitration agree otherwise.

Paragraph 2 of Article 34 in the KSA Arbitration Law addresses the consequences when the defendant fails to provide a written rejoinder to their defence within the specified time frame. Here is an analysis of this paragraph:

1. Requirement for Written Rejoinder:
 - a. The paragraph refers to the requirement stated in Paragraph 2 of Article 30, which mandates that the defendant provide a written rejoinder to their defence.
 - b. This written rejoinder is essential for the arbitration proceedings to proceed, as it presents the defendant's response to the claimant's statement of claim.
2. Consequence of Non-compliance: If the defendant fails to provide the required written rejoinder without a valid excuse, the paragraph states that the arbitral tribunal will take certain actions in response.
3. Continuation of Arbitration Proceedings:
 - a. Unlike the consequence for the claimant's failure to provide a statement, the paragraph states that if the defendant does not provide the written rejoinder on time, the arbitration proceedings will continue.
 - b. This indicates that the tribunal will not automatically terminate the proceedings due to the defendant's delay.
4. Parties' Agreement:
 - a. Similar to the previous paragraph, this provision also emphasises that the parties involved in the arbitration can agree to an alternative course of action even if the defendant does not provide the rejoinder within the specified time.
 - b. This demonstrates flexibility in handling situations where the defendant's response is delayed.
5. Efficiency of Proceedings: By allowing the proceedings to continue in the absence of the defendant's written rejoinder, the provision aims to ensure that the arbitration process is not unduly delayed.
6. Preservation of Due Process: By continuing the proceedings, the paragraph ensures that the claimant's right to present their case is preserved, even if the defendant's response is not timely provided.
7. Balancing Interests: The paragraph strikes a balance between encouraging timely responses from defendants and ensuring that proceedings move forward even in cases of delay.

In summary, Paragraph 2 of Article 34 in the KSA Arbitration Law outlines the consequences when a defendant fails to provide a written rejoinder to their defence without an acceptable excuse. The arbitration proceedings will generally continue unless the parties agree otherwise. This provision aims to strike a balance between timely responses and the efficient progression of arbitration proceedings.

35th Article:

If one of the parties fails to attend one of the hearings — after being notified — or to provide any of the documents he is asked to bring, the arbitral tribunal may continue the arbitration proceedings and deliver an award concerning the dispute on the basis of the existing evidences.

Article 35 of the KSA Arbitration Law addresses the situation when one of the parties fails to attend a hearing or provide requested documents in the arbitration proceedings. Here is an analysis of this article:

1. **Non-attendance or Failure to Provide Documents:** The article stipulates that if one of the parties fails to attend a hearing despite being duly notified or neglects to provide the documents they were asked to bring, the arbitral tribunal is authorised to take certain actions.
2. **Continuation of Proceedings:**
 - a. The central focus of this article is the continuation of the arbitration proceedings despite the absence or non-compliance of one of the parties.
 - b. This demonstrates the intent to ensure the progress of the arbitration process even in cases where one party's actions hinder the proceedings.
3. **Authority of the Arbitral Tribunal:**
 - a. The article grants the arbitral tribunal the authority to continue the proceedings and deliver an award based on the existing evidence.
 - b. This highlights the tribunal's role in maintaining the efficiency and effectiveness of the arbitration process.
4. **Preservation of Due Process:** By allowing the tribunal to continue the proceedings and make a decision based on existing evidence, the article ensures that the party's absence or failure to provide documents does not unduly hinder the resolution of the dispute.
5. **Fairness and Equitable Treatment:**
 - a. While the article enables the proceedings to continue, it is important to note that this should not compromise the principles of fairness and equitable treatment of both parties.
 - b. The article assumes that the tribunal will consider the existing evidence fairly and impartially before rendering a decision.
6. **Balance of Interests:** The provision balances the interests of maintaining the arbitration process's efficiency with the parties' right to present their case and provide necessary documents.
7. **Flexibility:** This article provides the tribunal with flexibility in handling situations where one party's actions create obstacles in the proceedings.

8. Remedy for Delays: The article can act as a remedy against potential delays caused by a party's non-compliance or absence.

In summary, Article 35 of the KSA Arbitration Law empowers the arbitral tribunal to continue arbitration proceedings and render an award based on existing evidence if one of the parties fails to attend a hearing or provide requested documents. This provision seeks to ensure the efficiency of the arbitration process while maintaining fairness and due process.

36th Article:

1. The arbitral tribunal may appoint one expert or more, to provide a written or oral report to be proved in the minutes of the hearing regarding certain issues determined by the decision of them. And both parties shall be notified of that unless they agree otherwise.

Paragraph 1 of Article 36 in the KSA Arbitration Law pertains to the arbitral tribunal's authority to appoint one or more experts for the purpose of providing written or oral reports on specific issues determined by the tribunal. Here is an analysis of this paragraph:

1. Expert Appointment by Arbitral Tribunal: This paragraph grants the arbitral tribunal the authority to appoint experts to provide insights or analysis on specific issues relevant to the arbitration.
2. Purpose of Expert Appointment: The appointment of experts is aimed at enhancing the tribunal's understanding of technical, scientific, or specialised matters that may be relevant to the dispute.
3. Written or Oral Reports: The experts may be tasked with producing either written or oral reports, depending on the nature of the issue and the tribunal's preference.
4. Inclusion in Hearing Minutes: The report provided by the expert, whether written or oral, is required to be recorded in the minutes of the hearing. This ensures transparency and a clear record of the expert's findings.
5. Notification Requirement: The parties involved in the arbitration must be notified about the appointment of the expert(s) and the specific issues they will address unless the parties mutually agree otherwise.
6. Balancing Expertise and Transparency: This provision strikes a balance between leveraging expert opinions for informed decisions and ensuring that both parties are aware of and can respond to the expert's input.
7. Expert Neutrality and Impartiality: While not explicitly mentioned in this paragraph, it is implied that appointed experts are expected to provide their insights neutrally and impartially, ensuring the integrity of the arbitration process.
8. Specialised Matters: This provision highlights the flexibility of arbitration by allowing experts to be involved when dealing with complex technical or specialised matters that might require specific knowledge.

9. Party Agreement: The paragraph indicates that the parties can mutually agree to deviate from the standard notification requirement. This recognises the importance of party autonomy in arbitration proceedings.

In summary, paragraph 1 of Article 36 in the KSA Arbitration Law empowers the arbitral tribunal to appoint one or more experts to provide written or oral reports on specific issues relevant to the arbitration. The inclusion of these expert insights in the hearing minutes enhances transparency and allows the tribunal to make well-informed decisions, especially in cases involving complex technical or specialised matters.

2. Both parties shall submit to the expert the information related to the dispute, and enable him to inspect and examine what he may demand of documents, items or other money related to the dispute. And the arbitral tribunal judges in every dispute arises between the expert and one of the parties in this regard with an award that is not subject to appealing by any methods of appeal.

Paragraph 2 of Article 36 in the KSA Arbitration Law outlines the responsibilities and interactions between the appointed expert and the parties involved in the arbitration. Here is an analysis of this paragraph:

1. Information Sharing and Cooperation: This paragraph highlights the obligation of both parties to provide the appointed expert with all relevant information related to the dispute. It emphasises cooperation between the parties and the expert, allowing the expert to make informed assessments.
2. Inspection and Examination: In addition to providing information, the parties are required to allow the expert to inspect and examine any relevant documents, items, or other assets related to the dispute. This facilitates a comprehensive evaluation of the issues at hand.
3. Expert Autonomy: The paragraph underscores the autonomy of the expert by indicating that the expert can demand the necessary information and access to documents, items, or other assets. This autonomy helps ensure that the expert can perform their role effectively.
4. Resolution of Disputes with Expert: In case a dispute arises between the expert and one of the parties regarding information access, inspection, or examination, the arbitral tribunal is empowered to intervene. The tribunal can resolve such disputes by issuing an award that is final and not subject to any appeals.
5. Efficiency and Neutrality: By allowing the arbitral tribunal to swiftly address disputes between the expert and the parties, this provision contributes to the efficiency of the arbitration process. It also emphasises the importance of maintaining the expert's neutrality and impartiality throughout their involvement.
6. Arbitral Tribunal's Authority: This paragraph reaffirms the arbitral tribunal's overarching authority in overseeing the arbitration process and ensuring that all necessary procedures are followed.

In summary, paragraph 2 of Article 36 in the KSA Arbitration Law establishes guidelines for the interaction between the appointed expert and the parties involved in the arbitration. It emphasises information sharing, cooperation, and access to relevant materials for the expert's assessment. Additionally, it empowers the arbitral tribunal to swiftly resolve disputes that may arise between the expert and the parties, ensuring the efficiency and fairness of the arbitration process.

3. The arbitral tribunal shall send a copy of the expert's report once deposited to each of the parties and give the opportunity to express his opinion on it. Both have the right to review and check the documents relied upon by the expert in his report. The expert issues his final report after reviewing what the parties' notes about it.

Paragraph 3 of Article 36 in the KSA Arbitration Law outlines the procedures related to the expert's report and the parties' involvement in the arbitration process. Here is an analysis of this paragraph:

1. **Expert's Report Sharing:** The arbitral tribunal is required to share a copy of the expert's report with each of the parties. This ensures transparency and allows both parties to understand the expert's findings and assessments.
2. **Opportunity for Expression of Opinion:** After receiving the expert's report, the parties are given the opportunity to express their opinions on the report's content. This provision acknowledges the importance of involving the parties and considering their perspectives on the expert's findings.
3. **Review of Documents Relied Upon:** The paragraph grants both parties the right to review and check the documents that the expert relied upon in creating the report. This is essential for ensuring the accuracy and validity of the expert's conclusions.
4. **Expert's Final Report:** The expert is required to issue a final report after considering the parties' notes and opinions on the initial report. This step reinforces the collaborative nature of the arbitration process, allowing the parties to engage in a dialogue with the expert and contribute to the accuracy of the final findings.
5. **Balancing Expertise and Participation:** This paragraph strikes a balance between the expertise of the appointed expert and the parties' participation in the process. It ensures that the parties have an opportunity to respond to the expert's findings and raise any concerns they might have.
6. **Transparency and Fairness:** By allowing the parties to review and comment on the expert's report, this provision contributes to the transparency and fairness of the arbitration process. It enhances the parties' confidence in the outcome of the arbitration.
7. **Expert's Consideration of Parties' Input:** The requirement for the expert to review the parties' notes and opinions ensures that the final report takes into account any valid concerns or insights raised by the parties.

In summary, paragraph 3 of Article 36 in the KSA Arbitration Law emphasises transparency, fairness, and the parties' involvement in the expert's report process. It outlines the steps for sharing the

report, providing the parties with opportunities to express their opinions, and ensuring that the final report is based on a comprehensive and collaborative review.

4. The arbitral tribunal, after the submission of the report of the expert, may decide on its own, or at the request of one of the parties of the arbitration, to hold a hearing to hear the words of the expert and give the opportunity for both parties to hear and discuss him in regards to what is stated in his report.

Paragraph 4 of Article 36 in the KSA Arbitration Law addresses the procedures following the submission of an expert's report and the possibility of holding a hearing. Here is an analysis of this paragraph:

1. **Expert Hearing and Discussion:** This paragraph grants the arbitral tribunal the authority to decide whether to hold a hearing after the submission of the expert's report. This hearing is intended to allow the expert to present their findings and explanations directly to the tribunal and the parties.
2. **Party Participation:** The hearing provides both parties with the opportunity to attend and participate in discussions related to the expert's report. This ensures that the parties have a chance to engage with the expert's findings, ask questions, seek clarifications, and present their own perspectives.
3. **Expert Testimony and Cross-Examination:** The hearing allows for a direct interaction between the expert and the parties. It can include the expert's verbal testimony regarding the report's contents and methodologies. Additionally, both parties may engage in cross-examination of the expert's findings, strengthening the transparency and rigor of the arbitration process.
4. **Informed Decision-Making:** By enabling the parties and the arbitral tribunal to engage with the expert directly, this provision enhances the overall understanding of the expert's report and its implications. This contributes to informed decision-making on the part of the arbitral tribunal.
5. **Ensuring Fairness and Due Process:** Offering a hearing with the expert's participation ensures fairness and upholds the principles of due process. Allowing the parties to present their viewpoints and seek clarification from the expert contributes to a well-rounded and equitable arbitration process.
6. **Flexibility in Decision-Making:** The paragraph provides flexibility for the arbitral tribunal to decide whether a hearing with the expert is necessary. This allows the tribunal to tailor its approach based on the complexity and significance of the expert's findings.

In summary, paragraph 4 of Article 36 in the KSA Arbitration Law establishes a mechanism for holding a hearing after the submission of an expert's report. This hearing allows for direct interaction between the expert, the arbitral tribunal, and the parties, enhancing the understanding of the expert's findings and providing a platform for further discussions. It promotes fairness, transparency, and informed decision-making within the arbitration process.

37th Article:

If a matter is brought up, during the arbitration proceedings, that is out of the mandate of the arbitral tribunal or an appeal of forgery in a document presented to them, or penal proceedings have been taken for forgery, or any other penal act, the arbitral tribunal may continue considering the dispute, if it considers that judging this matter or in the document forgery or the other penal act is not necessary to judge the subject of the dispute, or the proceedings shall be stayed until a final award is delivered in this regard, and this results in the suspension of the deadline for the issuance of the arbitration award.

Article 37 of the KSA Arbitration Law addresses certain situations that may arise during arbitration proceedings that require consideration and potentially impact the continuation of the proceedings. Here is an analysis of this article:

1. **Matter Beyond the Tribunal's Mandate:** The article acknowledges that there could be instances where a matter is brought up during the arbitration proceedings that falls outside the scope of the arbitral tribunal's mandate. This could refer to issues not covered by the arbitration agreement or matters that are not directly related to the dispute under consideration.
2. **Forgery or Penal Proceedings:** The article specifically mentions situations involving forgery in a document presented to the tribunal or other penal proceedings. These scenarios could involve legal violations and criminal acts that may affect the integrity of the arbitration proceedings or the credibility of the evidence presented.
3. **Tribunal's Discretion:** The arbitral tribunal is given the authority to decide how to handle such situations. It can choose to continue considering the main dispute if it believes that addressing the matter, forgery, or penal act is not necessary for rendering a decision on the primary dispute.
4. **Proceedings Stay and Suspension:** Alternatively, if the tribunal determines that the matter, forgery, or penal act requires separate consideration, it has the discretion to stay the proceedings until a final award is delivered on that particular issue. This suspension of proceedings also leads to a suspension of the deadline for issuing the arbitration award on the primary dispute.
5. **Balancing Equitable Resolution:** The article aims to strike a balance between the need for a fair and equitable resolution of the main dispute and the necessity to address issues that might undermine the credibility of the arbitration process. The tribunal's discretion allows for tailored decision-making based on the specific circumstances of each case.
6. **Efficient Resolution of Matters:** This article ensures that arbitration proceedings can address ancillary matters, such as document forgery or criminal acts, if they are relevant to the overall dispute. It also emphasises the importance of addressing these issues efficiently to avoid unnecessary delays in rendering the final arbitration award.

In summary, Article 37 of the KSA Arbitration Law provides the arbitral tribunal with the authority to decide how to handle situations involving matters beyond its mandate, forgery, or penal proceedings. The article promotes an efficient and equitable resolution of disputes while considering the need to address ancillary issues that may impact the arbitration proceedings.

5th Part — Settlement procedures of the arbitral claim

38th Article:

1. Taking into account the non-violation of the provisions of the Islamic Sharia and public order in the Kingdom, the arbitral tribunal, during the hearing of the dispute, shall:

A. Apply the rules agreed upon by the parties of the arbitration on the subject of the dispute, and if they agree on the application of a law of a particular state, the substantive rules shall be followed without those of dispute-of-laws, unless agreed otherwise.

B. If the parties of the arbitration do not agree on the statutory rules applicable to the subject of the dispute, the tribunal shall apply the substantive rules in the law that it considers the most relevant to the subject of the dispute.

C. The arbitral tribunal shall take into account, when judging the subject of dispute, the conditions of the contract of the dispute, and take into account the current norms in the type of treatment, and customs, and the usual dealing between the parties.

Paragraph 1 of Article 38 of the KSA Arbitration Law outlines the approach that the arbitral tribunal should take when determining the applicable rules and laws for resolving a dispute. Here is an analysis of this paragraph:

1. **Applicable Rules and Laws:** The paragraph emphasises the importance of adhering to the provisions of Islamic Sharia and public order in the Kingdom of Saudi Arabia. This indicates that while the arbitral tribunal is given flexibility in applying rules and laws, it must not violate fundamental legal principles or societal norms.
2. **Agreed Rules and Laws (Subsection A):** Subsection A focuses on cases where the parties have explicitly agreed upon rules to govern the dispute. The tribunal is instructed to apply these agreed-upon rules. If the parties have chosen the law of a specific state to apply, the tribunal should follow that state's substantive rules, excluding conflict-of-law rules unless an alternative arrangement is agreed upon.
3. **Unagreed Statutory Rules (Subsection B):** Subsection B addresses scenarios in which the parties have not agreed on specific statutory rules. In such cases, the arbitral tribunal is directed to apply the substantive rules from the law it deems most relevant to the subject matter of the dispute.
4. **Contractual Conditions and Current Norms (Subsection C):** Subsection C highlights that the arbitral tribunal should take into account the terms and conditions of the contract that is the subject of the dispute. Additionally, the tribunal should consider prevalent industry practices, customs, and the typical interactions between the parties when making its judgment on the dispute.
5. **Balancing Flexibility and Consistency:** This paragraph strikes a balance between giving the arbitral tribunal flexibility in choosing applicable rules while ensuring that fundamental legal principles and societal norms are not violated. It provides guidance on how to handle situations when parties have agreed upon rules, when they have not, and how to consider contractual terms and industry practices.

6. **Respecting Parties' Intentions:** The paragraph respects the intentions of the parties involved in the dispute. If they have explicitly chosen a set of rules or a specific state's law, the tribunal should honour that choice. If not, the tribunal's responsibility is to select the most relevant legal framework to resolve the dispute.

In essence, paragraph 1 of Article 38 seeks to ensure a fair and balanced approach to determining applicable rules and laws in arbitration proceedings. It considers both the parties' intentions and prevailing legal and industry norms while ensuring compliance with Islamic Sharia and public order in the Kingdom.

2. If the parties of the arbitration agree expressly to authorize the tribunal to reconciliation, it may judge in accordance with the applicable rules of justice and fairness.

Paragraph 2 of Article 38 of the KSA Arbitration Law addresses the situation where the parties of the arbitration explicitly grant the arbitral tribunal the authority to reconcile. Here is an analysis of this paragraph:

1. **Reconciliation Authority:** This paragraph introduces the concept of reconciliation within arbitration proceedings. Reconciliation refers to the process of resolving a dispute by reaching an agreement between the parties, often with the assistance of the arbitral tribunal.
2. **Express Authorisation:** The paragraph specifies that for the arbitral tribunal to engage in reconciliation, it is necessary for the parties to the arbitration to expressly agree to authorise the tribunal to do so. This implies that reconciliation is not automatically part of the arbitral process but requires the explicit consent of both parties.
3. **Applicable Rules of Justice and Fairness:** If the parties grant the tribunal reconciliation authority, the tribunal is instructed to make judgments based on the applicable rules of justice and fairness. This indicates that the tribunal should use principles of fairness and equity when facilitating reconciliation between the parties.
4. **Balancing Legal Principles and Reconciliation:** The paragraph strikes a balance between adhering to legal principles (as stated in the first paragraph of Article 38) and allowing for the possibility of reconciliation. It acknowledges that in cases where both parties are open to reconciliation, the tribunal can guide the process based on notions of justice and fairness.
5. **Party Autonomy and Resolution Methods:** This paragraph respects the autonomy of the parties to choose the resolution method that best suits their situation. By allowing parties to authorise the tribunal for reconciliation, the law encourages parties to actively participate in shaping the outcome of their dispute.
6. **Potential for Efficient Resolutions:** The inclusion of reconciliation as an option demonstrates a willingness to promote efficient dispute resolution through amicable settlements. This aligns with arbitration's flexibility and focus on tailored solutions.

In summary, paragraph 2 of Article 38 acknowledges the possibility of reconciliation within arbitration proceedings but emphasises that such an approach requires explicit authorisation from

the parties. It highlights the importance of justice and fairness while engaging in reconciliation, thereby allowing parties to resolve their disputes in a manner that suits their preferences and needs.

39th Article:

1. The award of the arbitration tribunal, formed of more than one arbitrator, is issued by the majority of its members after confidential deliberation.

Paragraph 1 of Article 39 of the KSA Arbitration Law pertains to the issuance of awards by arbitration tribunals consisting of more than one arbitrator. Here is an analysis of this paragraph:

1. **Multiple Arbitrators:** This paragraph deals with arbitration tribunals composed of multiple arbitrators rather than a sole arbitrator. In such cases, decisions are made collectively by the tribunal members.
2. **Majority Decision:** The paragraph stipulates that for the issuance of an award, a majority decision is required among the members of the arbitral tribunal. This means that the award is valid if more than half of the tribunal members agree on its content.
3. **Confidential Deliberation:** The paragraph mentions that the decision-making process must occur through confidential deliberations among the arbitrators. This underscores the importance of maintaining the privacy and integrity of the tribunal's discussions.
4. **Implication of Collaboration:** This paragraph reflects the collaborative nature of arbitration proceedings involving multiple arbitrators. It emphasises the significance of consensus-building among tribunal members while reaching a decision.
5. **Ensuring Fairness:** Requiring a majority decision helps ensure that the final award is not dictated solely by the opinion of a single arbitrator. It enhances the credibility and fairness of the arbitration process by necessitating agreement among a substantial portion of the tribunal.
6. **Balancing Different Perspectives:** By obliging the tribunal to reach a majority decision, the paragraph recognises the possibility of diverse perspectives among arbitrators. It encourages a thorough examination of the evidence and arguments before reaching a conclusion.
7. **Professional Collaboration:** This paragraph highlights the professional dynamics within the arbitral tribunal. It underscores the significance of respectful exchange and deliberation among tribunal members, contributing to well-considered and informed decisions.

In conclusion, paragraph 1 of Article 39 underscores the importance of collective decision-making within arbitration tribunals composed of multiple arbitrators. It emphasises the need for a majority decision after confidential deliberation, highlighting the collaborative and fair nature of the arbitration process.

2. If the views of the arbitral tribunal are branched and it has become not possible to get the majority, the competent court shall appoint a casting arbitrator.

Paragraph 2 of Article 39 of the KSA Arbitration Law addresses the scenario where a multi-member arbitral tribunal faces a deadlock in reaching a majority decision. Here is an analysis of this paragraph:

1. **Deadlock Resolution:** This paragraph deals with situations where the members of the arbitral tribunal have divergent opinions, and as a result, it is impossible to achieve a majority decision on the award.
2. **Casting Arbitrator:** To resolve the deadlock, the paragraph states that the competent court will appoint a “casting arbitrator”. A casting arbitrator is an additional arbitrator who is brought in specifically to break the tie by casting a deciding vote.
3. **Court Intervention:** This paragraph reflects the role of the court in ensuring that the arbitration process can proceed and result in a final award. If the tribunal is unable to reach a majority decision, the court steps in to appoint a casting arbitrator to facilitate the conclusion of the proceedings.
4. **Tie-Breaking Mechanism:** The concept of a casting arbitrator acts as a tie-breaking mechanism, enabling the proceedings to move forward. The appointed casting arbitrator’s decision becomes the decisive one in situations where the tribunal members are equally divided.
5. **Judicial Support:** The involvement of the competent court in appointing the casting arbitrator demonstrates a level of judicial oversight in ensuring the resolution of disputes even when the tribunal faces an impasse.
6. **Process Efficiency:** By providing a mechanism to address deadlocks, this paragraph contributes to the efficiency of the arbitration process. It prevents prolonged delays due to disagreements among tribunal members.
7. **Preservation of Arbitration’s Advantages:** Despite encountering a deadlock, the arbitration process is still maintained, retaining its core advantages of confidentiality, expertise, and flexibility in dispute resolution.

In summary, paragraph 2 of Article 39 addresses a deadlock situation within a multi-member arbitral tribunal by introducing the concept of a casting arbitrator appointed by the court to break the tie and facilitate the progression of the arbitration proceedings.

3. Awards of penal matters may be issued by the arbitrator, who heads the tribunal, if the parties of the arbitration made remarks in writing, or being authorized by all the members of the arbitral tribunal, unless the parties of the arbitration agree otherwise.

Paragraph 3 of Article 39 of the KSA Arbitration Law pertains to the issuance of awards related to penal matters by the arbitrator who presides over the tribunal. Here is an analysis of this paragraph:

Penal Matters: This paragraph focuses on awards concerning penal matters. Penal matters involve issues that pertain to criminal law or involve criminal offenses.

1. **Authority of the Presiding Arbitrator:** According to this paragraph, the arbitrator who heads the tribunal is granted the authority to issue awards in penal matters. This implies that if the dispute involves criminal aspects, the presiding arbitrator is empowered to make decisions on those issues.
2. **Conditions for Issuing Penal Awards:** The paragraph outlines specific conditions under which the presiding arbitrator can issue awards in penal matters:
 - a. **Written Remarks:** If the parties of the arbitration provide written remarks regarding the penal matter.
 - b. **Authorisation:** If all members of the arbitral tribunal authorise the issuance of such an award.
3. **Party Agreement:** The paragraph acknowledges the significance of party agreement in arbitration proceedings. It states that the parties of the arbitration can agree to different procedures or conditions for handling penal matters.
4. **Efficiency and Flexibility:** This provision aligns with the flexibility and efficiency of arbitration, as it allows for the head arbitrator to address certain penal matters without the need for a full tribunal decision. This can streamline the process, especially when dealing with aspects that might involve criminal aspects.
5. **Party Control:** By requiring written remarks or unanimous authorisation, this paragraph ensures that the parties have a degree of control over whether penal matters are addressed through this expedited process.
6. **Balancing Arbitral Tribunal Dynamics:** The paragraph considers situations where unanimity within the arbitral tribunal is difficult to achieve. Allowing the presiding arbitrator to handle penal matters in these cases balances the need for efficient resolution with the reality of potential disagreements within the tribunal.

In summary, paragraph 3 of Article 39 introduces the concept of allowing the presiding arbitrator to issue awards on penal matters, subject to certain conditions. This provision aims to balance the efficient resolution of such issues while still respecting the flexibility and party control inherent in arbitration proceedings.

4. If the arbitral tribunal is mandated to reconciliation, it shall be judged unanimously.

Paragraph 4 of Article 39 of the KSA Arbitration Law addresses the issuance of awards when the arbitral tribunal is mandated to reconciliation. Here is an analysis of this paragraph:

1. **Mandate to Reconciliation:** This paragraph refers to a specific situation where the arbitral tribunal is given the authority to reconcile or mediate between the parties. Reconciliation refers to the process of facilitating an agreement between the disputing parties, often with the assistance of the arbitrators.

2. **Unanimous Decision:** According to this paragraph, if the arbitral tribunal is tasked with reconciliation, any award or decision related to reconciliation must be made unanimously by all members of the arbitral tribunal.
3. **Importance of Unanimity:** The requirement of a unanimous decision emphasises the collaborative and cooperative nature of reconciliation. In this context, the unanimous agreement of all tribunal members signals a collective endorsement of the reconciliation decision.
4. **Balancing Interests:** The unanimity requirement ensures that all members of the arbitral tribunal are fully aligned on the reconciliation decision. This can be important as reconciliation often involves sensitive negotiations and finding common ground.
5. **Respecting Parties' Consent:** The requirement for unanimous decisions reflects the significant impact that reconciliation can have on the parties' rights and interests. Requiring unanimity underscores the need for the tribunal's shared conviction that the reconciliation is in line with the parties' intentions and interests.
6. **Maintaining Trust in the Process:** Requiring unanimous decisions for reconciliation helps maintain the integrity of the arbitration process. It demonstrates that any agreed-upon reconciliation is a collective decision rather than the result of a single arbitrator's influence.
7. **Safeguarding Neutrality:** Reconciliation is often more facilitative than adjudicative. Requiring unanimity ensures that all tribunal members are on the same page and that the reconciliation process remains impartial and fair.

In summary, paragraph 4 of Article 39 establishes that if the arbitral tribunal is assigned the task of reconciliation, any decisions related to reconciliation must be reached unanimously among all tribunal members. This requirement underscores the importance of shared agreement and collaboration in the reconciliation process.

5. The arbitral tribunal may deliver temporary awards, or in a part of the requests, before judging the award that ends the dispute, unless the parties of the arbitration agree otherwise.

Paragraph 5 of Article 39 of the KSA Arbitration Law discusses the possibility of delivering temporary awards or partial awards during the arbitration process. Here is an analysis of this paragraph:

1. **Temporary or Partial Awards:** This paragraph allows the arbitral tribunal to issue temporary awards or awards that address only specific aspects of the dispute. These awards are meant to provide timely solutions or address certain issues before a final award is rendered.
2. **Flexibility and Efficiency:** Allowing the tribunal to issue temporary or partial awards adds flexibility to the arbitration process. It enables the tribunal to address urgent matters or resolve certain aspects of the dispute without needing to wait for the complete resolution of the entire case.

3. **Interim Relief:** Temporary awards are often used to grant interim relief or provisional measures to maintain the status quo or protect parties' rights during the arbitration process. This is particularly useful when there is an urgent need for a decision before the final award.
4. **Complex Cases:** In complex disputes, it might be beneficial for the tribunal to address discrete issues separately through partial awards. This can help streamline the process and provide clarity to the parties on specific matters.
5. **Party Agreement:** The paragraph emphasises the importance of party agreement. If the parties do not agree to the issuance of temporary or partial awards, the tribunal cannot deliver them. This ensures that both parties are comfortable with the approach taken by the tribunal.
6. **Efficient Case Management:** Issuing temporary or partial awards can contribute to efficient case management. It prevents unnecessary delays by allowing the tribunal to address pressing matters without waiting for the entire case to be resolved.
7. **Balancing Interests:** This provision strikes a balance between providing efficient resolutions for certain issues and preserving the integrity of the overall arbitration process. It ensures that important matters are addressed promptly while upholding the due process rights of both parties.

In conclusion, paragraph 5 of Article 39 grants the arbitral tribunal the authority to issue temporary or partial awards, subject to the parties' agreement. This provision supports the efficiency of the arbitration process by allowing the tribunal to address specific issues or provide interim relief as needed.

40th Article:

1. The arbitral tribunal shall deliver the award terminating the whole dispute within the date agreed upon by the parties of the arbitration, and if there is no agreement, the award shall be delivered within twelve months from the date of commencement of the arbitration proceedings.

Paragraph 1 of Article 40 in the KSA Arbitration Law discusses the timeline within which the arbitral tribunal must deliver the final award. Here is an analysis of this paragraph:

1. **Timeframe for Award Delivery:** This paragraph establishes a clear timeframe within which the arbitral tribunal is required to deliver the final award. The award must terminate the entire dispute, providing a comprehensive resolution to all issues raised during the arbitration proceedings.
2. **Agreed Upon Date:** If the parties of the arbitration have mutually agreed upon a specific date for delivering the award, the tribunal is obligated to comply with that agreed-upon timeframe. This emphasises the significance of parties' autonomy in shaping the arbitration process.
3. **Default Timeframe:** In the absence of an agreement between the parties, the default timeframe for delivering the award is set at twelve months from the commencement of

the arbitration proceedings. This provides a reasonable period for the tribunal to thoroughly consider the evidence, arguments, and relevant legal aspects before issuing a final decision.

4. **Balancing Timeliness and Due Process:** The paragraph seeks to strike a balance between efficiency and due process. It ensures that the tribunal does not unduly delay the resolution of the dispute, which is particularly important for providing timely justice to the parties.
5. **Prompt Resolution:** The prescribed time limit encourages the arbitral tribunal to diligently work on the case, ensuring that the parties do not face unnecessary delays in obtaining a final decision.
6. **Flexible Approach:** While there is a default timeframe, parties have the flexibility to agree on shorter or longer periods for delivering the award. This recognises that some disputes might be more complex or require additional time for consideration.
7. **Importance of Finality:** Requiring the tribunal to deliver a final award that terminates the whole dispute contributes to the finality of the arbitration process. It allows the parties to move forward with certainty once the award is rendered.
8. **Enforcement Considerations:** Timely delivery of the award is essential for parties to seek enforcement in a timely manner. Delays in issuing the award could hinder the enforceability of the final decision.

In summary, paragraph 1 of Article 40 sets out the timeframe within which the arbitral tribunal must deliver the final award, taking into account both agreed-upon dates and a default timeframe. This provision aims to balance efficiency with the need for a thorough and fair resolution of the dispute.

2. The arbitral tribunal may — in all cases — decide to extend the duration of the arbitration and this extension shall not exceed six months, unless otherwise agreed by the parties of the arbitration (over 12 months).

Paragraph 2 of Article 40 in the KSA Arbitration Law addresses the possibility of extending the duration of the arbitration beyond the initial timeframe for delivering the final award. Let us analyse this paragraph:

1. **Flexibility for Extension:** This paragraph acknowledges that circumstances may arise that could warrant an extension of the initial time limit for delivering the final award. The arbitral tribunal is given the authority to decide on such extensions.
2. **Time Limit for Extension:** The paragraph stipulates that the extension granted by the arbitral tribunal should not exceed six months. This limitation ensures that the arbitration process remains reasonably expedient and that parties are not unduly burdened by lengthy delays.
3. **Parties' Agreement for Longer Extension:** It is noted that parties are allowed to agree to a longer extension beyond the initial twelve months. This recognises the importance of

parties' autonomy in shaping the arbitration process according to their specific needs and circumstances.

4. **Balancing Speed and Quality:** By setting a maximum limit on the extension period, the provision strikes a balance between ensuring a prompt resolution and allowing the tribunal sufficient time to thoroughly consider the case and evidence.
5. **Preventing Indefinite Delays:** The six-month extension limit prevents the arbitration process from being subject to indefinite delays, thus contributing to the finality of the process.
6. **Consensual Approach:** Parties' agreement for a longer extension emphasises that the arbitration process is tailored to the parties' preferences and the complexity of the dispute.
7. **Managing Unforeseen Circumstances:** This provision acknowledges that unanticipated circumstances could arise during the arbitration process that might necessitate additional time for deliberation.
8. **Avoiding Hasty Decisions:** Granting the arbitral tribunal the discretion to extend the duration helps prevent hasty decisions that might compromise the quality and fairness of the arbitration proceedings.

In summary, paragraph 2 of Article 40 allows the arbitral tribunal to extend the duration of the arbitration beyond the initial timeframe, with a maximum limit of six months. The provision demonstrates a careful balance between efficient dispute resolution and the need for thorough consideration of the case. Parties also have the option to agree to longer extensions if deemed necessary.

3. If the arbitration award is not delivered within the time limit referred to in the preceding paragraph, any one of the parties of the arbitration may request the competent court to issue an order to identify an additional period, or the termination of the arbitration proceedings, and any of the parties then may appeal to the competent court.

Paragraph 3 of Article 40 in the KSA Arbitration Law addresses the situation when the arbitration award is not delivered within the specified time limit. Let us analyse this paragraph:

1. **Enforcement of Time Limits:** This paragraph emphasises the importance of adhering to the time limits for delivering the arbitration award. It acknowledges that the arbitration process should be managed within a reasonable timeframe to ensure efficiency and fairness.
2. **Legal Recourse for Delay:** If the arbitration award is not delivered within the time limit as set out in the preceding paragraph (which is usually twelve months), any party involved in the arbitration process is given the right to take legal action to address the delay.
3. **Competent Court's Intervention:** The competent court is authorised to intervene when a party requests it due to the award's delay. The court can issue an order that either

identifies an additional period for delivering the award or terminates the arbitration proceedings.

4. **Balancing Efficiency and Due Process:** This provision strikes a balance between the parties' interest in timely resolution and the fundamental principle of ensuring that all parties have a fair opportunity to present their cases.
5. **Ensuring Effective Remedies:** The provision ensures that parties have a legal avenue to address any undue delays in the arbitration process, enhancing the overall enforceability of the arbitration system.
6. **Appeal Option:** In the event of dissatisfaction with the court's order, any party has the right to appeal to the competent court. This reinforces the principle of parties' right to challenge decisions that may impact their interests.
7. **Legal Safeguard Against Protracted Delays:** This paragraph provides a safeguard against protracted delays in delivering arbitration awards, contributing to the arbitration process's credibility and the parties' confidence in the system.

In summary, paragraph 3 of Article 40 of the KSA Arbitration Law underscores the importance of adhering to the specified time limit for delivering the arbitration award. It allows any party to request court intervention if the award is delayed, ensuring that parties have a legal remedy against undue delays and contributing to the overall effectiveness and fairness of the arbitration process.

4. If an arbitrator is appointed instead of another arbitrator in accordance with the provisions of this regulation, the deadline of the award shall be extended for thirty days.

Paragraph 4 of Article 40 in the KSA Arbitration Law addresses the extension of the deadline for delivering the arbitration award when a new arbitrator is appointed. Let us analyse this paragraph:

1. **Arbitrator Replacement Extension:** This paragraph provides a specific scenario in which the deadline for delivering the arbitration award can be extended. The extension is tied to the replacement of an arbitrator by another arbitrator according to the provisions outlined in the regulation.
2. **Reason for Extension:** When an arbitrator is substituted with another arbitrator during the arbitration process, this change can affect the timeline for deliberation and decision-making within the arbitral tribunal. The extension is intended to account for the new arbitrator's need to become familiar with the case and potentially participate in discussions and deliberations.
3. **Preservation of Fairness:** The extension aims to ensure that the substituted arbitrator has a reasonable period to familiarise themselves with the case and contribute effectively to the deliberations. This supports the principle of fairness in the arbitration process.
4. **Limited Duration:** The extension granted due to arbitrator replacement is set at a fixed duration of thirty days. This time frame is intended to balance the need for the

substituted arbitrator to catch up on the proceedings with the overall goal of resolving the dispute within a reasonable timeframe.

5. **Administrative Efficiency:** The paragraph introduces a practical measure to accommodate changes in the composition of the arbitral tribunal, helping to prevent unnecessary delays that might arise from replacing an arbitrator.
6. **Clear and Predictable Rule:** The provision establishes a clear and predictable rule that applies when an arbitrator is replaced. This ensures that both parties can understand and anticipate the potential impact of such a change on the arbitration timeline.

In summary, paragraph 4 of Article 40 of the KSA Arbitration Law provides an extension of thirty days to the deadline for delivering the arbitration award when an arbitrator is replaced by another arbitrator as outlined in the regulation. This extension recognises the need for a new arbitrator to become acquainted with the case and participate in the decision-making process while maintaining a reasonable and controlled timeframe for the arbitration process.

41st Article:

1. The arbitration proceedings end when delivering the award that terminates the dispute, or the decision of the arbitral tribunal to end the proceedings in the following cases:

- A. If the parties of the arbitration agree to end the arbitration.**
- B. If the prosecutor leaves the arbitration dispute, unless the arbitral tribunal decides upon the request of the defendant that he has a serious interest in continuing the proceedings to settle the dispute.**
- C. If the arbitral tribunal sees for any other reasons the futility of continuing the arbitration proceedings or its impossibility.**
- D. An order of termination of the arbitral proceedings is issued in accordance with the provision of the paragraph (1) of the 34th Article of this law.**

Paragraph 1 of Article 41 in the KSA Arbitration Law outlines the circumstances under which the arbitration proceedings come to an end. Let us analyse this paragraph:

1. **Variety of Termination Scenarios:** This paragraph covers a range of scenarios that can lead to the termination of arbitration proceedings. It emphasises the need to conclude the arbitration process effectively based on different situations that may arise during the proceedings.
2. **Termination by Award or Decision:** The paragraph highlights that arbitration proceedings can conclude either through the issuance of an award that resolves the dispute or through a decision made by the arbitral tribunal to terminate the proceedings.
3. **Agreement of Parties:** Termination can occur by mutual consent of the parties involved in the arbitration. This reflects the parties' autonomy and control over the arbitration process.

4. **Prosecutor's Departure:** If the prosecutor (claimant) decides to withdraw from the arbitration, the proceedings may be terminated. However, the arbitral tribunal can allow the proceedings to continue if the defendant demonstrates a significant interest in reaching a resolution.
5. **Tribunal's Assessment:** The arbitral tribunal holds the authority to assess whether it is worthwhile to continue the proceedings or if they have become futile or impossible due to certain reasons. This reflects the tribunal's role in ensuring an efficient and meaningful arbitration process.
6. **Link to Article 34(1):** The termination of arbitration proceedings due to the prosecutor's failure to provide a written statement of claim (as described in Article 34(1)) is referenced here. If the prosecutor fails to comply without a valid excuse, the proceedings may be terminated.
7. **Balancing Fairness and Efficiency:** The paragraph showcases the balance between preserving the fairness of the arbitration process and maintaining efficiency. It allows for proceedings to end when they become impractical or when parties mutually agree, but it also considers situations where one party's withdrawal should not hinder a valid dispute resolution.

In summary, paragraph 1 of Article 41 of the KSA Arbitration Law provides a comprehensive framework for ending arbitration proceedings. It covers scenarios ranging from mutual agreement between the parties to the tribunal's assessment of the proceedings' viability. This demonstrates a thoughtful approach to concluding arbitration in a manner that is fair and efficient, considering the diverse circumstances that can arise during the arbitration process.

2. The arbitration proceedings shall not end with the death of one of the parties of the arbitration, or his loss of eligibility — unless otherwise agreed by a competent person and the other party to end the dispute — but the determined date for the arbitration is extended for thirty days, unless the arbitral tribunal decides to extend the period time for a similar period, or the parties of the arbitration agree otherwise.

Paragraph 2 of Article 41 in the KSA Arbitration Law addresses the continuation of arbitration proceedings in case of the death or loss of eligibility of one of the parties. Let us analyse this paragraph:

1. **Continuation of Proceedings:** This paragraph clarifies that the arbitration proceedings will generally continue even if one of the parties involved in the arbitration passes away or loses eligibility (legal capacity to participate in the proceedings) during the process.
2. **Exceptional Agreement to End Dispute:** The paragraph acknowledges that the proceedings could be terminated if there is an explicit agreement between the deceased party (or party who lost eligibility) and a competent person (someone authorised to make such decisions) and the other party to end the dispute. This emphasises the importance of parties' agreements and consent even in exceptional situations.

3. **Extension of Determined Date:** In cases of death or loss of eligibility, the paragraph specifies that the determined date for the arbitration is extended by thirty days. This allows for a brief period of time to handle the situation and make necessary arrangements.
4. **Tribunal's Discretion and Parties' Agreement:** The arbitral tribunal has the authority to further extend the time beyond the initial thirty days if it deems necessary. Additionally, the parties of the arbitration can agree on an alternative arrangement if they see fit.
5. **Balancing Flexibility and Process Integrity:** The paragraph reflects a balanced approach, acknowledging the reality that unforeseen circumstances can arise during arbitration proceedings while also maintaining a structured framework for handling such situations.
6. **Preserving Parties' Rights:** The extension period ensures that all parties involved are given a reasonable amount of time to adjust to the changes and make informed decisions about how to proceed.

In summary, paragraph 2 of Article 41 of the KSA Arbitration Law outlines the procedures for continuing arbitration proceedings in the event of the death or loss of eligibility of one of the parties. The paragraph emphasises both the importance of parties' agreements and the flexibility required to address unexpected situations while ensuring that the overall arbitration process remains fair and effective.

3. Subject to the provisions of the 49th, 50th and 51st Articles of this law, the tribunal task shall end at the end of the arbitration proceedings.

Paragraph 3 of Article 41 in the KSA Arbitration Law addresses the termination of the arbitral tribunal's task at the conclusion of the arbitration proceedings. Let us analyse this paragraph:

1. **Termination of Tribunal's Task:** This paragraph succinctly states that the role of the arbitral tribunal comes to an end upon the conclusion of the arbitration proceedings. The arbitrators' primary responsibility is to oversee the dispute resolution process and render an award.
2. **Finality of Tribunal's Role:** The paragraph emphasises the temporal nature of the tribunal's involvement. Once the arbitration proceedings are complete, the tribunal's duties and responsibilities, including decision-making authority, conclude as well.
3. **Reference to Relevant Provisions:** The paragraph refers to the provisions of the 49th, 50th, and 51st Articles of the KSA Arbitration Law. These articles likely address aspects related to the termination of tribunal tasks and the issuance of awards, as well as any applicable procedural matters.
4. **Ensuring Clarity and Orderliness:** By stipulating that the tribunal's task concludes at the end of the proceedings, the law aims to provide clarity and finality to the arbitration process. This helps avoid ambiguities and ensures that all parties involved understand the timeline and scope of the tribunal's role.

5. **Harmonising with Other Provisions:** The reference to specific articles indicates that this paragraph is intended to be read in conjunction with other relevant sections of the law, which collectively establish a comprehensive framework for the termination of tribunal tasks and the resolution of disputes.

In summary, paragraph 3 of Article 41 of the KSA Arbitration Law signifies the conclusion of the arbitral tribunal's responsibilities at the end of the arbitration proceedings. It aligns with the principle that the tribunal's role is limited to the resolution of the specific dispute and emphasises that its authority ceases once the proceedings are finalised.

42nd Article:

1. The arbitration award shall be in writing and it should be justified, and signed by the arbitrators. In the case of the formation of the tribunal of more than one arbitrator. It is sufficient to have the signatures of the majority of the arbitrators, provided that the reasons of not signing of the minority shall be recorded in the minutes of the claim.

Paragraph 1 of Article 42 in the KSA Arbitration Law addresses the requirements for the content, form, and signing of arbitration awards. Let us analyse this paragraph:

1. **Written and Justified Award:** This paragraph emphasises that the arbitration award must be in writing. This requirement is essential for ensuring clarity, record-keeping, and transparency in the arbitration process. Additionally, the award should be justified, meaning it should provide reasons and rationale for the decision made by the arbitral tribunal.
2. **Signature of Arbitrators:** The paragraph highlights that the award must be signed by the arbitrators. Their signatures authenticate the award and confirm their agreement with its contents. This signature requirement helps to establish the validity of the award and the tribunal's collective endorsement of the decision.
3. **Majority Signature in Multi-Arbitrator Tribunals:** In cases where the arbitral tribunal is composed of more than one arbitrator, the paragraph introduces flexibility by allowing the signatures of the majority of arbitrators to suffice. This recognises practical considerations, especially when there are multiple arbitrators involved in the decision-making process.
4. **Recording the Minority's Reasons:** An important aspect of this paragraph is that if there are arbitrators who do not sign the award (the minority), the reasons for their non-signature must be recorded in the minutes of the claim. This ensures transparency and provides a record of the disagreements within the tribunal. It also prevents arbitrators from silently dissenting without providing reasons for their dissent.
5. **Balancing Unanimity and Practicality:** The paragraph strikes a balance between the principle of unanimity in decisions and the practicality of obtaining unanimous signatures in multi-arbitrator tribunals. It recognises that while a majority signature can be accepted, it is essential to document any dissenting voices to maintain transparency and fairness.

6. **Ensuring Validity and Enforceability:** By setting forth the requirement for written justification and signatures, the paragraph contributes to the validity and enforceability of the arbitration award. These elements help establish the award’s legitimacy and assist in any potential enforcement proceedings.

In summary, paragraph 1 of Article 42 of the KSA Arbitration Law outlines crucial requirements for the content and form of arbitration awards, as well as the signature of arbitrators. It provides a framework to ensure that awards are well-documented, transparent, and legally enforceable, even in cases involving multi-arbitrator tribunals where the majority’s signature is permissible.

2. The arbitration award shall include the date of the pronouncement, place of issuance, the names of the litigants, their addresses, the names of the arbitrators, their addresses, nationalities, attributes, a summary of the arbitration agreement, a summary of the statements and requests of the parties of arbitration, their pleading, their documents, a summary of the report of the experts – if any – the award text, the determination of the arbitrators’ fees, the expenses of the arbitration, and how they are distributed between the parties without prejudice to the 24th Article of this law.

Paragraph 2 of Article 42 in the KSA Arbitration Law outlines the specific elements that must be included in an arbitration award. Let us analyse this paragraph:

1. **Essential Information:** This paragraph requires that the arbitration award include a set of essential information that provides context and clarity to the parties and any potential enforcement authority. This information includes the date of pronouncement and the place of issuance of the award, ensuring that the timing and jurisdiction of the award are recorded.
2. **Identification of Parties and Arbitrators:** The award must clearly identify the parties involved in the dispute, including their names and addresses. Similarly, it should list the names, addresses, nationalities, and attributes (such as expertise) of the arbitrators. This information ensures transparency and allows for the identification of the key participants in the arbitration process.
3. **Summary of Arbitration Agreement:** The award should provide a summary of the arbitration agreement that underpins the dispute resolution process. This summary helps establish the legal basis for the arbitration and provides context for the award.
4. **Summary of Statements and Requests:** A summary of the statements, requests, and pleadings of the parties during the arbitration proceedings is required. This ensures that the tribunal’s decision is grounded in the arguments and positions put forth by the parties.
5. **Documentation of Expert Reports:** If the arbitration proceedings involve the use of expert reports, the award must include a summary of these reports. This helps explain any technical or specialised information that the tribunal relied upon when making its decision.

6. **Award Text:** The paragraph requires that the text of the actual award decision be included in the arbitration award. This is the central part of the award, where the tribunal's ruling on the dispute is explicitly stated.
7. **Determining Arbitrators' Fees and Expenses:** The award should include information about how the arbitrators' fees and the expenses of the arbitration are determined and distributed between the parties. This transparency ensures that both parties are aware of the financial aspects of the arbitration process.
8. **Consideration of Article 24:** The paragraph mentions that the determination of the arbitrators' fees and expenses must not violate the provisions of Article 24 of the KSA Arbitration Law. Article 24 deals with the conclusion of an independent contract with the arbitrator regarding their fees.

In summary, paragraph 2 of Article 42 of the KSA Arbitration Law outlines the comprehensive set of information and elements that must be included in an arbitration award. This requirement ensures transparency, clarity, and accountability in the award-writing process and contributes to the enforceability and validity of the award.

43rd Article:

1. The arbitral tribunal shall deliver each of the parties of the arbitration a true copy of the arbitration award within fifteen days from the date of issuance.

Paragraph 1 of Article 43 in the KSA Arbitration Law emphasises the obligation of the arbitral tribunal to provide the parties with a copy of the arbitration award. Let us analyse this paragraph:

1. **Mandatory Disclosure:** This paragraph mandates that the arbitral tribunal must deliver a true copy of the arbitration award to each of the parties involved in the dispute. This requirement ensures that both parties have access to the final decision and are informed about the outcome of the arbitration proceedings.
2. **Timeliness:** The paragraph sets a specific timeframe for the delivery of the arbitration award. According to the law, the award must be provided to each party within fifteen days from the date of its issuance. This timeframe ensures a prompt delivery of the award, allowing the parties to promptly assess the decision and take any necessary actions in response.
3. **Transparency and Accountability:** By ensuring that both parties receive a copy of the arbitration award, this paragraph promotes transparency in the arbitration process. It allows each party to review the award, understand the tribunal's decision, and assess its implications for their rights and obligations.
4. **Enforcement and Legal Recognition:** Providing each party with a copy of the award is crucial for the enforceability and legal recognition of the decision. Both parties need to have access to the award in order to pursue enforcement or any further legal remedies as required.

5. Protection of Parties' Rights: Requiring the delivery of the award to both parties within a specified timeframe helps protect their procedural rights. It ensures that no party is left unaware of the final decision and prevents any potential bias or unfair advantage that might arise from unequal access to the award.

In summary, paragraph 1 of Article 43 of the KSA Arbitration Law underscores the importance of promptly delivering a true copy of the arbitration award to each of the parties involved. This provision aligns with principles of transparency, accountability, and fairness in the arbitration process, while also ensuring that parties have the necessary information to enforce and act upon the award as needed.

2. The arbitration award shall not be published or a portion of it thereof except with the consent of the parties of the arbitration in writing.

Paragraph 2 of Article 43 in the KSA Arbitration Law addresses the issue of publishing or disclosing the arbitration award to third parties. Let us analyse this paragraph:

1. Confidentiality Emphasis: This paragraph underscores the principle of confidentiality in arbitration proceedings. It states that the arbitration award, or any part of it, cannot be published or disclosed to anyone without the explicit written consent of the parties involved in the arbitration. This highlights the confidential nature of arbitration proceedings, protecting sensitive business or legal information from being made public.
2. Party Consent: The requirement of obtaining written consent from the parties emphasises their control over the confidentiality of the award. Parties may have legitimate reasons for not wanting the details of the dispute to be made public, and this provision respects their autonomy in deciding whether to allow publication.
3. Preservation of Privacy: This provision contributes to maintaining the privacy and commercial sensitivity of the parties involved in the arbitration. In many cases, parties prefer to keep the details of their disputes private, and this paragraph ensures that their interests are safeguarded.
4. Enforcement and Compliance: By stipulating that consent is required for publication, this paragraph helps in ensuring compliance with the confidentiality obligations set out in the arbitration process. It discourages unauthorised or unintended dissemination of arbitration details, preserving the integrity of the proceedings.
5. Balancing Transparency and Privacy: While arbitration proceedings are private by nature, this provision acknowledges that there may be situations where parties wish to share the award or its contents. It strikes a balance between the need for confidentiality and the parties' rights to disclose the award if they deem it appropriate.

In summary, paragraph 2 of Article 43 of the KSA Arbitration Law emphasises the confidential nature of arbitration awards and requires the parties' written consent for any form of publication or disclosure. This provision ensures that the parties' privacy and sensitive information are protected while allowing parties to decide whether or not to share the award's details with others.

44th Article:

The arbitral tribunal shall deposit the original copy of the award, or a signed copy in the language in which it was delivered by the competent court within the period set forth in the paragraph (1) of the 43rd Article of this law, with a translation into Arabic certified by an accredited authority if it was delivered in a foreign language.

Article 44 of the KSA Arbitration Law outlines the requirements and procedures related to the deposition and translation of arbitration awards. Let us break down the key points of this article:

1. **Award Deposition:** This article mandates that the arbitral tribunal, which has rendered an arbitration award, is responsible for depositing the original copy of the award or a signed copy at the competent court. This ensures that the award becomes part of the official records of the court and can be legally recognised and enforced.
2. **Timeframe for Deposition:** The article refers to the period mentioned in paragraph (1) of Article 43, which states that the arbitral tribunal must deliver a true copy of the arbitration award to each party within fifteen days from the date of issuance. This reinforces the efficiency and timely handling of award deposition.
3. **Language Requirement:** The award must be deposited in the same language in which it was delivered by the arbitral tribunal. This ensures accuracy and consistency between the original award and the deposited copy.
4. **Translation Requirement:** If the original award was delivered in a foreign language, the article mandates that a certified translation into Arabic be provided. This is essential to ensure accessibility to the award for legal purposes within the jurisdiction, as Arabic is the official language of the Kingdom of Saudi Arabia.
5. **Certified Translation:** The requirement for the translation to be certified by an accredited authority ensures the accuracy and authenticity of the translation. A certified translation carries legal weight and can be relied upon for enforcement purposes.
6. **Enforcement Implications:** Deposition of the award with the court is crucial for enforcement purposes. Once the award is deposited, it becomes part of the official court record, allowing the parties to initiate enforcement proceedings and seek recognition and enforcement of the award if necessary.
7. **Transparency and Accessibility:** By depositing the award with the competent court and providing a certified translation, this article contributes to transparency and accessibility in the enforcement process. It ensures that the parties, the court, and other relevant stakeholders have access to the award and its contents.

In summary, Article 44 of the KSA Arbitration Law specifies the requirements for depositing and translating arbitration awards, ensuring their legal recognition and enforcement. The article promotes transparency, accessibility, and the integrity of the arbitration process by providing clear guidelines for the deposition of awards with the competent court.

45th Article:

If the parties of the arbitration agree during the arbitration proceedings to a settlement to end the dispute, they may request to verify the conditions of the settlement before the arbitral tribunal which shall, in this case, deliver an award that includes the conditions of the settlement and end the proceedings. And this award shall have the power of the awards of the arbitrators at execution.

Article 45 of the KSA Arbitration Law pertains to settlements reached between parties during the course of arbitration proceedings. This article focuses on the process and legal implications of settling a dispute through agreement. Here is an analysis of the key points:

1. **Settlement Agreement during Arbitration:** The article establishes that if the parties involved in an arbitration case reach an agreement to settle the dispute while the arbitration proceedings are ongoing, they have the option to do so. This settlement is subject to verification before the arbitral tribunal.
2. **Verification by the Arbitral Tribunal:** When the parties wish to finalise a settlement, they can submit the terms of the settlement agreement to the arbitral tribunal for verification. The tribunal's role is to ensure that the terms of the settlement are clear and legally enforceable.
3. **Award Reflecting Settlement:** In cases where the parties' settlement is verified by the arbitral tribunal, the tribunal then delivers an award. This award incorporates the conditions of the settlement agreement and marks the conclusion of the arbitration proceedings. Essentially, the award replaces the traditional arbitration award and serves as a record of the parties' agreement.
4. **Legal Effect of the Settlement Award:** This article emphasises that the settlement award holds the same weight as awards issued by arbitrators and is enforceable in the same manner. This means that the terms of the settlement agreement, as included in the award, can be executed in accordance with the applicable enforcement mechanisms.
5. **Efficiency and Dispute Resolution:** Article 45 reflects a commitment to encouraging efficient dispute resolution by acknowledging the parties' right to settle during arbitration. This is beneficial as it allows the parties to find common ground and avoid prolonged legal proceedings.
6. **Binding Nature of Settlement:** Once the settlement is verified and incorporated into the award, the terms become legally binding on both parties. This underscores the importance of ensuring that settlements reached during arbitration are well-drafted and comprehensive.

In summary, Article 45 of the KSA Arbitration Law provides a framework for parties to settle their disputes during ongoing arbitration proceedings. The article underscores the role of the arbitral tribunal in verifying and documenting the settlement, and it emphasises the legal enforceability of the resulting settlement award. This approach aims to promote efficiency and flexibility in dispute resolution, allowing parties to reach agreements tailored to their specific circumstances.

46th Article:

1. Each of the parties of the arbitration may request from the arbitral tribunal within thirty days following the reception of the arbitration award to interpret any ambiguity that came in his award. The requester for interpretation shall inform the other party, on the address described in the arbitration award, with this request before it is submitted to the arbitral tribunal.

Paragraph 1 of Article 46 in the KSA Arbitration Law addresses the process by which parties can request the arbitral tribunal to interpret an ambiguity that arises in an arbitration award. Here is an analysis of its key components:

1. **Right to Request Interpretation:** The paragraph grants each party of the arbitration the right to request the arbitral tribunal to interpret any ambiguity present in the arbitration award. This reflects a concern for ensuring that the intent and meaning of the award are clear to the parties involved.
2. **Time Limit for Request:** The provision specifies a time limit within which the request for interpretation can be made. The request must be submitted within thirty days from the reception of the arbitration award. This time limit helps ensure that parties raise any concerns promptly after receiving the award.
3. **Notification to Other Party:** The paragraph stipulates that the party requesting interpretation must inform the other party about the request. This notification is required before the request is formally submitted to the arbitral tribunal. This requirement ensures transparency and allows both parties to be aware of the request and the subsequent proceedings.
4. **Address for Notification:** The paragraph specifies that the requester should use the address provided in the arbitration award for notifying the other party about the request for interpretation. This ensures that the communication is directed to the correct recipient and helps prevent disputes over proper notification.
5. **Intent to Clarify Ambiguity:** The provision focuses on the interpretation of ambiguities in the award. Ambiguities may arise due to unclear language, conflicting statements, or other factors. The intention is to clarify the award's meaning so that both parties have a common understanding of its implications.
6. **Promotion of Clarity and Understanding:** By allowing parties to seek clarification for ambiguities in the award, this provision supports transparency and minimises potential misunderstandings that could lead to further disputes.

In summary, paragraph 1 of Article 46 of the KSA Arbitration Law establishes a mechanism for parties to request the arbitral tribunal's interpretation of ambiguities in an arbitration award. The provision outlines the conditions, time frame, and notification process for making such a request, with the aim of promoting clear and comprehensive understanding of the award's content and implications.

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

Paragraph 2 of Article 46 in the KSA Arbitration Law outlines the process and time frame for issuing an interpretation by the arbitral tribunal in response to a request made by one of the parties. Here is an analysis of its key points:

1. **Time Limit for Issuing Interpretation:** The paragraph specifies that the arbitral tribunal has a time limit within which it must issue the interpretation. The interpretation should be provided in writing within thirty days from the date of submitting the request for interpretation to the arbitral tribunal.
2. **Clarity and Timeliness:** By setting a clear time frame, this provision aims to ensure that parties receive the interpretation promptly. This helps prevent delays in resolving any ambiguities and contributes to maintaining the efficiency of the arbitration process.
3. **Commitment to Written Form:** The requirement for the interpretation to be issued in writing emphasises the importance of formal documentation. This helps maintain a clear record of the tribunal's clarification and ensures that both parties have a written reference for any future disputes or considerations.
4. **Balancing Promptness and Care:** While the provision establishes a relatively short time frame for issuing the interpretation, it also indicates the importance of careful consideration. The tribunal is expected to address the request diligently to provide a meaningful and accurate interpretation.
5. **Transparency and Communication:** By detailing a specific period for issuing the interpretation, the provision helps maintain transparency in the arbitration process. Parties can expect a response within the defined time frame, enhancing their confidence in the fairness and effectiveness of the proceedings.

In summary, paragraph 2 of Article 46 of the KSA Arbitration Law underscores the importance of issuing an interpretation promptly and in writing. The provision outlines a clear time limit for the arbitral tribunal to respond to a request for interpretation, promoting both timeliness and clear communication between the tribunal and the parties involved.

3. The interpretation award is considered an integral part of the arbitration award, which it interprets and it is subject to its provisions.

Paragraph 3 of Article 46 in the KSA Arbitration Law establishes the legal status and relationship between the interpretation award and the original arbitration award. Here is an analysis of its key points:

1. **Integration with Original Award:** This paragraph emphasises that the interpretation award is closely linked to the original arbitration award. It is considered an integral part of the original award, and it is tied to and subject to the provisions of the original award.
2. **Maintaining Consistency:** By making the interpretation award an integral part of the original award, the provision ensures that there is consistency and coherence between

the two. This prevents any potential conflicts or contradictions that could arise if the interpretation were treated as a separate entity from the original award.

3. **Clarity in Implementation:** The provision helps to clarify the legal status and enforceability of the interpretation award. It establishes that the interpretation award inherits the same legal authority and standing as the original award, which contributes to a more straightforward process when enforcing or executing the decisions contained in both awards.
4. **Preserving the Arbitral Process:** This paragraph supports the idea that an interpretation should not alter the substantive decisions made in the original award. Instead, it provides clarification on any ambiguities or uncertainties within the scope of the original award's decisions.
5. **Streamlining Legal Processes:** By integrating the interpretation award with the original award, this provision streamlines the legal process for the parties. They do not have to navigate separate legal proceedings for the interpretation; instead, they can rely on the established procedures for enforcing the arbitration award.

In summary, paragraph 3 of Article 46 of the KSA Arbitration Law ensures that the interpretation award is closely tied to the original arbitration award, maintaining consistency and clarity in the interpretation process while preserving the integrity of the arbitral proceedings.

47th Article:

1. The arbitral tribunal shall correct what lies in its award of purely material misstatement, writing or calculation, and this is done through a decision issued on its own, or at the request of one of the litigants. And the arbitral tribunal shall conduct the correction without pleading within fifteen days following the date of the award, or to deposit the request of correction depending on the circumstances.

Paragraph 1 of Article 47 in the KSA Arbitration Law addresses the process of correcting errors in an arbitration award. Here is an analysis of its key points:

1. **Scope of Correction:** The paragraph specifies that the correction applies to purely material misstatements, writing errors, or miscalculations present in the award. These errors are generally minor and factual in nature, not affecting the substantive decisions or conclusions of the award.
2. **Initiation of Correction:** Corrections can be initiated either by the arbitral tribunal itself or at the request of one of the parties involved in the dispute. This shows a balanced approach, allowing either party or the tribunal itself to identify and rectify such errors.
3. **Timeliness of Correction:** The provision sets a specific timeframe for conducting the correction. The arbitral tribunal is required to make the correction within fifteen days from the date of the award or from the date of depositing the request for correction, depending on the circumstances. This time limit ensures a timely resolution and prevents unnecessary delays in the arbitration process.

4. **Efficiency in Procedure:** By allowing corrections to be made without the need for additional pleadings or hearings, the provision contributes to the efficiency of the arbitration process. This is particularly relevant for minor errors that do not impact the core substance of the award.
5. **Ensuring Accuracy and Clarity:** The provision underscores the importance of accuracy and clarity in arbitration awards. By addressing material errors, writing mistakes, or miscalculations promptly, the tribunal helps maintain the integrity of the award and ensures that the decisions are accurately reflected.
6. **Balancing Parties' Interests:** Allowing parties to request corrections ensures that both sides have a vested interest in ensuring the accuracy of the award. This balances the procedural rights of the parties and enhances the overall fairness of the arbitration process.

In summary, paragraph 1 of Article 47 of the KSA Arbitration Law outlines the process for correcting purely material errors, writing mistakes, or miscalculations in an arbitration award. It provides a structured and efficient mechanism for addressing such errors and maintaining the accuracy and integrity of the award.

2. The decision of correction shall be issued in writing by the arbitral tribunal, and it shall be notified to the parties of the arbitration within fifteen days from the date of its issuance. And if the arbitral tribunal exceeds its power in the correction, it is allowed to stick to the invalidity of the decision by a claim of invalidity on which the provisions of the 50th and 51st Articles of this law shall apply.

Paragraph 2 of Article 47 in the KSA Arbitration Law provides further details on the correction process for errors in arbitration awards. Here is an analysis of its key points:

1. **Written Decision of Correction:** The paragraph states that any decision to correct an error in the award must be issued in writing by the arbitral tribunal. This emphasises the formal and documented nature of the correction process, ensuring transparency and clarity in the proceedings.
2. **Notification to Parties:** The arbitral tribunal is required to notify the parties involved in the arbitration about the correction decision. This ensures that the parties are informed promptly and are aware of any changes made to the award's content.
3. **Timely Issuance and Notification:** The provision specifies a timeframe of fifteen days for the arbitral tribunal to issue the correction decision and notify the parties. This time limit contributes to the efficiency of the correction process and helps prevent unnecessary delays.
4. **Limitations on Correction Authority:** The paragraph acknowledges that there might be cases where the arbitral tribunal exceeds its authority while making corrections. In such cases, the law permits parties to challenge the validity of the correction decision.
5. **Challenging Invalid Corrections:** If a correction decision is considered to be beyond the tribunal's authority, a party can challenge its validity. This claim of invalidity triggers the

application of the provisions outlined in the 50th and 51st Articles of the KSA Arbitration Law. These articles likely provide a process for addressing and rectifying situations where the tribunal oversteps its authority in issuing a correction.

In summary, paragraph 2 of Article 47 of the KSA Arbitration Law sets out the procedural requirements for the correction of errors in arbitration awards. It underscores the importance of a written decision, timely notification to the parties, and the potential for parties to challenge corrections that exceed the arbitral tribunal's authority.

48th Article:

1. Each of the parties of the arbitration, even after the expiry of the arbitration deadline, may request the arbitral tribunal within thirty days following the reception of the arbitration award to deliver an additional arbitration award on the requests made during the proceedings and that the arbitration award has overlooked. And the other party shall be notified of this request on his address shown in the arbitration award before it is submitted to the arbitral tribunal.

Paragraph 1 of Article 48 in the KSA Arbitration Law outlines the process for requesting an additional arbitration award to address requests that were overlooked in the original award. Here is an analysis of its key points:

1. **Extended Right to Request Additional Award:** This paragraph provides a post-award opportunity for either party involved in the arbitration to request an additional award. The party can make this request even after the initial arbitration award's deadline has expired.
2. **Scope of the Additional Award:** The request for an additional award pertains specifically to the requests made during the arbitration proceedings that were overlooked in the original award. This clause is designed to ensure that all relevant issues are addressed, and parties have the opportunity to seek clarification on missed points.
3. **Time Limit for Request:** Parties are given a window of thirty days from the reception of the initial arbitration award to request an additional award. This timeframe provides a reasonable period for parties to assess the original award, identify any overlooked issues, and submit their request for consideration.
4. **Notification to Other Party:** The requesting party is required to notify the other party involved in the arbitration about their intention to seek an additional award. This notification is to be sent to the other party's address as indicated in the original arbitration award.

In summary, paragraph 1 of Article 48 in the KSA Arbitration Law introduces a mechanism for parties to request an additional arbitration award to address overlooked requests. It offers a specific timeframe for making such requests, ensures notification to the other party, and underscores the importance of addressing all relevant issues in the arbitration process.

2. The arbitral tribunal shall deliver its award within sixty days from the date of submitting the request, and it may extend this period for thirty days if it deems it necessary.

Paragraph 2 of Article 48 in the KSA Arbitration Law governs the timeline for delivering the additional arbitration award and the possibility of extending this timeline. Here is an analysis of its key points:

1. **Delivery Timeline for Additional Award:** This paragraph stipulates that the arbitral tribunal must deliver its additional award within sixty days from the date of receiving the request for the additional award. This timeframe is designed to ensure that the process of addressing overlooked requests remains timely.
2. **Extension of Timeline:** The paragraph allows the arbitral tribunal to extend the delivery period for the additional award by an additional thirty days if it considers such an extension necessary. This provision acknowledges that certain cases might be more complex and require more time for proper consideration and decision-making.
3. **Balancing Timeliness and Thoroughness:** By establishing specific timeframes and allowing for extensions, this paragraph aims to balance the need for efficient dispute resolution with the importance of ensuring a thorough examination of the additional requests and relevant evidence.

In summary, paragraph 2 of Article 48 in the KSA Arbitration Law sets clear time limits for delivering the additional arbitration award, while also allowing flexibility for extensions when required. This ensures that the process remains efficient.

6th Part — The invalidity of the arbitration award**49th Article:**

The arbitration awards delivered in accordance with the provisions of this law are not subject to appealing in any way of appeal, except suing for the invalidity of the arbitration award in accordance with the provisions set forth in this law.

Article 49 of the KSA Arbitration Law addresses the finality and limited grounds for challenging arbitration awards. Here is an analysis of its key points:

1. **Finality of Awards:** This article emphasises the principle of finality in arbitration proceedings. It states that the arbitration awards rendered in accordance with the provisions of the KSA Arbitration Law are not subject to appeal through any conventional means of appeal available in other legal proceedings.
2. **Limited Grounds for Challenging Awards:** Instead of allowing general appeals, the article restricts challenges to arbitration awards to specific circumstances. It specifies that the only allowable challenge is through suing for the invalidity of the arbitration award, and this can only be pursued based on the provisions outlined in the same law.
3. **Promotion of Arbitral Finality:** By restricting the avenues for challenging arbitration awards, the article aligns with the fundamental principles of arbitration, which prioritise the finality and enforceability of arbitral awards. This approach encourages parties to respect the decisions made through arbitration and minimises the potential for prolonged legal battles.
4. **Legal Certainty:** The article contributes to legal certainty by clearly outlining the limited options available for parties dissatisfied with an arbitration award. This helps prevent protracted litigation and supports efficient dispute resolution.

In summary, Article 49 of the KSA Arbitration Law underscores the non-appealable nature of arbitration awards rendered under the law, except for cases of suing for the invalidity of an award based on the specific provisions laid out in the same law. This approach is in line with the arbitration's emphasis on finality, efficiency, and the autonomy of the arbitral process.

50th Article:

1. The claim of the invalidity of the arbitration award is rejected, except in the following cases:

- A. If there is no arbitration agreement or the agreement is null and void, or revocable, or has become null due to expiry.**
- B. If one of the parties of the arbitration agreement, at the time of conducting, is incompetent, or not completely competent in accordance with the rules governing his competence.**
- C. If one of the parties of the arbitration is unable to present his defense because of not being truly notified of appointing an arbitrator or of the arbitral proceedings, or any other reason beyond his control.**
- D. If the arbitration award excludes any application of the statutory rules that the parties of the arbitration agree to apply to the subject of the dispute.**
- E. If the arbitral tribunal is constituted or the arbitrators are appointed in a way violating this law or the agreement of the parties.**
- F. If the arbitration award judges matters that are not covered by the arbitration agreement, however, if it is possible to separate the parts of the award on the matters that are subject to the arbitration from the parts on the matters that are not subject to it, the nullification shall occur to the parts that are not subject to the arbitration only.**
- G. If the arbitral tribunal does not take into consideration the conditions that shall be met in the award to the extent that affects its content, or the award is based on false arbitration proceedings that have affected it.**

Paragraph 1 of Article 50 of the KSA Arbitration Law outlines the circumstances under which a party can challenge or seek the invalidity of an arbitration award. Here is an analysis of its key points:

1. **Limited Grounds for Challenging:** This paragraph establishes a restricted set of circumstances in which a party can challenge the validity of an arbitration award. It emphasises the principle of upholding the finality and enforceability of arbitration awards while recognising that certain situations may warrant an exception.
2. **Invalidity Grounds:** The paragraph enumerates specific grounds on which an arbitration award can be challenged for invalidity:
 - a. **A:** Lack of a valid arbitration agreement, or an agreement that is null, void, revocable, or has expired.
 - b. **B:** One of the parties was not competent or fully competent according to the applicable rules at the time the arbitration was conducted.
 - c. **C:** One of the parties was unable to present their defence due to lack of proper notification about the appointment of an arbitrator or the arbitration proceedings, or due to reasons beyond their control.

- d. D: The award contradicts the agreed-upon application of statutory rules to the subject of the dispute.
 - e. E: Violation of the law or the parties' agreement in constituting the arbitral tribunal or appointing arbitrators.
 - f. F: The award addresses matters that are outside the scope of the arbitration agreement. If separable, only the non-arbitrable parts may be invalidated.
 - g. G: The award fails to consider essential procedural conditions or is based on false arbitration proceedings that influenced its content.
3. **Balancing Legal Certainty and Protections:** While emphasising the finality of arbitration awards, this paragraph also provides a safeguard by allowing for invalidation in cases where fundamental principles of fairness, proper notification, and adherence to the arbitration agreement are not met.
 4. **Promotion of Arbitral Integrity:** The paragraph underscores the importance of maintaining the integrity of the arbitration process by providing a mechanism for addressing situations where parties' rights or due process might have been compromised.

In summary, paragraph 1 of Article 50 of the KSA Arbitration Law outlines the specific circumstances under which a party can challenge the validity of an arbitration award. It reflects a careful balance between the finality of arbitration awards and the need to ensure fairness and compliance with fundamental principles in the arbitration process.

2. The competent court that hears the claim of invalidity delivers an award of its own with the invalidity of the arbitration award if it contains what is contrary to the provisions of the Islamic Sharia and public order in the kingdom, or what is agreed upon by the parties of the arbitration, or it finds that the subject of the dispute is of the matters that may not be arbitrated under this law.

Paragraph 2 of Article 51 of the KSA Arbitration Law outlines the role of the competent court in hearing claims of invalidity of an arbitration award. Here is an analysis of its key points:

1. **Court's Authority in Invalidity Claims:** This paragraph establishes the authority of the competent court to review and decide on claims of the invalidity of an arbitration award. It emphasises the court's role as the entity responsible for examining the grounds for invalidity in accordance with the law.
2. **Invalidity Criteria:** The paragraph outlines specific criteria upon which the court can declare an arbitration award invalid:
 - a. **Contrary to Islamic Sharia and Public Order:** The court can invalidate an arbitration award if it contains elements that are inconsistent with the provisions of Islamic Sharia or public order in the kingdom. This underscores the importance of ensuring that awards do not violate fundamental legal and societal principles.

- b. **Contrary to Party Agreement:** If the arbitration award contradicts any agreement that the parties had reached, the court can deem it invalid.
3. **Non-Arbitrable Matters:** The court can declare an award invalid if it determines that the subject matter of the dispute is one that falls outside the scope of matters that can be arbitrated under the KSA Arbitration Law.
4. **Safeguarding Legal and Ethical Standards:** The paragraph ensures that arbitration awards adhere to essential legal, ethical, and societal principles by allowing the competent court to intervene when those standards are not met.
5. **Balance of Authority:** By involving the competent court in reviewing claims of invalidity, the paragraph strikes a balance between respecting the finality of arbitration awards and providing a mechanism for addressing situations where those awards are contrary to fundamental legal principles.

In summary, paragraph 2 of Article 51 of the KSA Arbitration Law defines the authority and criteria of the competent court in deciding on the invalidity of an arbitration award. It underscores the court's role in safeguarding the consistency of awards with legal, ethical, and societal standards, while also respecting the principles of arbitration.

3. The arbitration agreement is not valid after the competent court delivers its award of invalidating the arbitration award; unless the parties of the arbitration have agreed on that, or an award is delivered with invalidating the arbitration agreement.

Paragraph 3 of Article 51 in the KSA Arbitration Law addresses the consequences of a court's decision to invalidate an arbitration award and its impact on the validity of the underlying arbitration agreement. Here is an analysis of this paragraph:

1. **Effect on Arbitration Agreement:** The paragraph states that once the competent court has issued an award invalidating the arbitration award, the arbitration agreement itself becomes invalid as well. This means that the parties are no longer bound by the agreement to resolve disputes through arbitration.
2. **Exception for Party Agreement or Specific Award:** However, there are two exceptions to this rule:
 - a. **Parties' Agreement:** If the parties of the arbitration mutually agree to preserve the validity of the arbitration agreement even after the arbitration award is invalidated, they can do so.
 - b. **Invalidating Award:** If a separate award is issued that specifically invalidates the arbitration agreement, then the agreement will be deemed invalid regardless of the court's decision regarding the arbitration award.
3. **Flexibility and Party Autonomy:** The paragraph recognises the importance of party autonomy and contractual freedom by allowing the parties to determine the fate of the arbitration agreement even after the arbitration award has been invalidated.

4. **Legal Certainty and Finality:** This paragraph provides a mechanism to maintain legal certainty by establishing that an invalidated arbitration award should not continue to bind the parties. It helps to resolve any uncertainty regarding the enforceability of the arbitration agreement.
5. **Consistency with Court's Role:** By addressing the effect of an invalidated arbitration award on the underlying arbitration agreement, this paragraph harmonises with the court's role in reviewing and deciding on claims of invalidity.

In conclusion, paragraph 3 of Article 51 of the KSA Arbitration Law outlines the consequences of an invalidated arbitration award on the arbitration agreement, with exceptions that account for parties' agreement and specific awards. It reflects a balance between honouring party autonomy and maintaining legal consistency in arbitration proceedings.

4. The competent court hears the suit of the invalidity in the cases referred to in this article, without having the right to examine the facts and subject of the dispute.

Paragraph 4 of Article 51 in the KSA Arbitration Law pertains to the jurisdiction and scope of the competent court when dealing with cases involving the invalidity of arbitration awards or agreements. Here is an analysis of this paragraph:

1. **Limited Jurisdiction:** The paragraph establishes that the competent court, when addressing cases of invalidity as specified in the article, has a specific jurisdiction. This jurisdiction is confined to determining the validity of the arbitration award or agreement under the circumstances outlined in the previous sections of the article.
2. **Non-Examination of Facts and Dispute Subject:** One of the notable features of this paragraph is that it explicitly restricts the court from examining the actual facts of the dispute or the subject matter of the dispute that led to the arbitration. This means that the court's consideration is limited to evaluating the validity of the arbitration award or agreement itself, rather than re-litigating the underlying dispute.
3. **Preserving Finality and Separation of Functions:** By not allowing the court to re-examine the factual and substantive elements of the dispute, this paragraph reinforces the principle of finality in arbitration and respects the separation of functions between arbitration and court proceedings. It prevents a situation where the court would essentially act as an appellate body for the arbitration award.
4. **Efficiency and Specialisation:** The paragraph contributes to procedural efficiency and specialisation. Since the court's role is circumscribed to specific matters related to invalidity, it allows for focused and swift resolution of disputes surrounding the validity of arbitration awards or agreements.
5. **Balance of Powers:** This paragraph strikes a balance between the authority of the court and the autonomy of the arbitration process. It enables the court to intervene when necessary to uphold the integrity of arbitration, while also respecting the parties' choice to arbitrate their disputes.

In summary, paragraph 4 of Article 51 in the KSA Arbitration Law outlines the jurisdiction of the competent court in cases of invalidity of arbitration awards or agreements. It underscores the court's role in determining the validity while refraining from re-evaluating the actual merits of the dispute, thus maintaining the integrity and distinctiveness of the arbitration process.

51st Article:

1. The invalidity claim of the arbitration award is brought by any of the parties within the sixty days following the date of notification of that party of the award, the waiver of the invalidity prosecutor of his right to bring the claim before delivering the award of the arbitration does not preclude from accepting the claim.

Paragraph 1 of Article 51 in the KSA Arbitration Law discusses the time frame and conditions under which a party can bring a claim to invalidate an arbitration award. Here is an analysis of this paragraph:

1. **Time Limit for Bringing the Claim:** The paragraph establishes a specific time frame within which a party can bring a claim to invalidate an arbitration award. This time limit is set at sixty days from the date the party is notified of the award. This provision adds a level of certainty and predictability to the process.
2. **Protection of Right to Challenge:** The paragraph also highlights an important principle: that the act of waiving the right to challenge the arbitration award before it is delivered does not prevent a party from later bringing a claim to invalidate the award. This emphasizes that parties should not be deprived of their right to challenge the validity of the award, even if they initially chose not to do so before the award was rendered.
3. **Balancing Party Rights:** By allowing a party to challenge the validity of an award within a specific time frame, even if they previously waived the right to challenge before the award's delivery, the law maintains a balance between safeguarding party rights and preventing strategic manipulation of the arbitration process.
4. **Time Sensitivity:** The provision's sixty-day limit serves to ensure that claims of invalidity are brought in a timely manner, reducing the potential for undue delays in the resolution of disputes.
5. **Preservation of Finality:** While the law provides an avenue for challenging the validity of an award, the time limit underscores the importance of preserving the finality of arbitration outcomes. It encourages parties to diligently review the award and decide whether to challenge it within a reasonable timeframe.
6. **Procedural Clarity:** The provision's clarity about the time frame and the impact of waiving the right to challenge contributes to procedural transparency and predictability, which is crucial in arbitration proceedings.

In summary, paragraph 1 of Article 51 in the KSA Arbitration Law establishes the time frame within which a party can bring a claim to invalidate an arbitration award. It underscores the importance of maintaining party rights, while also ensuring procedural efficiency and the preservation of the finality of arbitration decisions.

2. If the competent court delivers an award that supports the arbitration award, it shall order it to be executed, and this award is not subject to appealing in any way of appeal. But if it delivered an award with the invalidity of the arbitration award, this award may be appealed against within thirty days from the day following the notification.

Paragraph 2 of Article 51 in the KSA Arbitration Law addresses the consequences of a court's decision regarding the validity of an arbitration award. Here is an analysis of this paragraph:

1. **Enforcement of Valid Award:** If the competent court supports the validity of the arbitration award, this paragraph stipulates that the court will issue an order for the award to be executed. This emphasises the finality of valid arbitration awards and their enforceability.
2. **No Further Appeal for Valid Award:** Once the court has determined that the arbitration award is valid and orders its execution, the paragraph states that this decision is not subject to any form of appeal. This reinforces the principle of the finality of arbitration awards that have been recognised by the court.
3. **Appeal for Invalid Award:** If the court decides that the arbitration award is invalid, this paragraph allows for an appeal against the court's decision to invalidate the award. The timeframe for lodging this appeal is set at thirty days from the day following the notification of the court's decision.
4. **Dual Protection Mechanism:** The paragraph establishes a dual mechanism for protection. For valid awards, it enforces their execution without any possibility of appeal against the court's decision. For invalid awards, it allows for an appeal against the court's decision to declare the award invalid.
5. **Balancing Validity Determination:** By allowing an appeal against a decision that invalidates an award, the law ensures that parties have a means to challenge adverse court determinations that affect the validity of an arbitration award.
6. **Timely Resolution of Appeals:** The specified thirty-day timeframe for lodging an appeal after notification contributes to a timely resolution of disputes related to the validity of arbitration awards.

In summary, paragraph 2 of Article 51 in the KSA Arbitration Law establishes the procedures and consequences that follow a court's decision regarding the validity of an arbitration award. It ensures that valid awards are enforced without appeal, while allowing for an appeal mechanism when the court decides to invalidate an award. This approach maintains a balance between finality and the right to challenge adverse decisions.

7th Part — The authentic and execution of the awards of the arbitrators**52nd Article:**

Subject to the provisions set forth in this law, the arbitration award delivered in accordance with this law will be authentic and authoritative, and it is enforceable.

Article 52 of the KSA Arbitration Law addresses the status and enforceability of arbitration awards. Here is an analysis of this article:

1. **Authentic and Authoritative Nature:** This article states that arbitration awards delivered in accordance with the KSA Arbitration Law are considered “authentic and authoritative”. This emphasises the legal significance and validity of such awards. It confirms that once an award is issued following the procedures outlined in the law, it holds weight and authority.
2. **Enforceability:** The article further asserts that these arbitration awards are enforceable. This means that the decisions reached by an arbitral tribunal, as long as they comply with the procedural requirements of the law, can be legally executed and enforced, similar to court judgments.
3. **Finality and Recognition:** By highlighting the authentic, authoritative, and enforceable nature of arbitration awards, this article underscores the finality of these awards and their status as binding legal decisions. It signifies that the awards are recognised and treated as legitimate resolutions of disputes.
4. **Presumption of Compliance:** This article also implies that when an arbitration award meets the requirements of the law, there is a presumption that the award was arrived at through proper legal processes, rendering it valid and enforceable.
5. **Legal Certainty:** Establishing the authentic and authoritative nature of arbitration awards enhances legal certainty and predictability. This is crucial for promoting trust in the arbitration process and encouraging parties to engage in arbitration as a reliable means of dispute resolution.
6. **Alignment with International Norms:** The assertion of the enforceability of arbitration awards in accordance with the law aligns with international standards for arbitration. It signals that KSA’s legal framework is in line with recognised practices in the field of international arbitration.

In summary, Article 52 of the KSA Arbitration Law affirms the legal significance, authority, and enforceability of arbitration awards delivered under the provisions of the law. This declaration supports the finality of arbitration decisions and underscores the importance of adhering to established procedures for the arbitration process to ensure the legitimacy and effectiveness of awards.

53rd Article:

The competent court or its representative issues an order with the execution of the arbitrators' award, and the request to execute the award shall be submitted and attached with the following:

- 1. The original of the award or a certified copy of it.**
- 2. A true copy of the arbitration agreement.**
- 3. A translation of the arbitration award into Arabic certified by an accredited authority if it was issued in another language.**
- 4. The proof of depositing the award with the competent court and in accordance with the 44th Article of this law.**

Article 53 of the KSA Arbitration Law outlines the process for executing arbitration awards. Let us break down and analyse the key components of this article:

1. **Execution Order by the Competent Court:** This article establishes that the execution of arbitration awards is carried out by the competent court or its representative. This emphasises the role of the court in overseeing the enforcement process, ensuring that the award is implemented.
2. **Submission Requirements:** To initiate the execution of an arbitration award, the requesting party must submit a formal request for execution. This request must be accompanied by specific documents to facilitate the execution process.
3. **Documents Required for Execution Request:** The execution request must include the following documents:
 - a. **Original or Certified Copy of the Award:** This ensures that the court has access to the official award issued by the arbitral tribunal.
 - b. **True Copy of the Arbitration Agreement:** This document serves as evidence of the existence of a valid arbitration agreement between the parties.
 - c. **Translation of the Award:** If the award was issued in a language other than Arabic, a certified translation is required to facilitate the understanding of its content.
 - d. **Proof of Award Deposit:** This refers to the documentation confirming that the original award or a signed copy has been deposited with the competent court, as specified in Article 44 of the KSA Arbitration Law.
4. **Emphasis on Formality and Accuracy:** The inclusion of specific documents in the execution request ensures that the process is conducted with a high level of formality and accuracy. This helps prevent misunderstandings and ensures that the court has the necessary information to proceed with execution.
5. **Alignment with International Standards:** The requirement for certified translations and proper documentation aligns with international practices for enforcing arbitration

awards. This demonstrates KSA's commitment to adhering to recognised norms in the field of international arbitration.

6. **Preservation of Legal Certainty:** By clearly outlining the necessary documents for execution, this article contributes to maintaining legal certainty in the enforcement process. It ensures that both parties and the court have a clear understanding of the required steps.

In summary, Article 53 of the KSA Arbitration Law provides a structured framework for executing arbitration awards. It highlights the role of the competent court, specifies the required documents for the execution request, and underscores the importance of accurate and formal procedures in the execution process. This article reflects KSA's commitment to aligning its arbitration practices with international standards while ensuring legal certainty and proper enforcement of arbitration awards.

54th Article:

Bringing the claim of invalidity shall not result in a stay of execution of the arbitration award. However, the competent court may order a stay of execution if requested by the invalidity prosecutor in the declaration of his claim and the request is based on serious reasons. The competent court shall judge in the request for a stay of execution within fifteen days from the date of submitting the request. If the court orders a stay of execution, it may order to provide a financial guarantee or warranty, and if it orders a stay of execution, it shall judge in the invalidity claim within one hundred and eighty days from the date of the issuing this order.

Article 54 of the KSA Arbitration Law addresses the matter of staying the execution of an arbitration award when a claim of invalidity is brought. Let us analyse the key provisions of this article:

1. **No Automatic Stay of Execution:** The article stipulates that bringing a claim of invalidity against an arbitration award does not automatically lead to a stay of its execution. This emphasises the principle of enforcing arbitration awards promptly unless there are valid reasons to suspend execution.
2. **Conditions for Requesting a Stay:** If the party bringing the claim of invalidity wishes to request a stay of execution, they must explicitly state their request in their claim, and this request must be based on "serious reasons". This implies that the party must provide substantial justification for why the execution should be temporarily halted.
3. **Timely Adjudication of the Stay Request:** The competent court is responsible for considering and ruling on the request for a stay of execution. This reflects a commitment to resolving such requests promptly. The court is required to issue a decision on the stay request within fifteen days from the date of its submission.
4. **Financial Guarantee or Warranty:** In cases where the court grants a stay of execution, it has the authority to require the party requesting the stay to provide a financial guarantee or warranty. This serves as a form of security to ensure that, if the invalidity claim is ultimately rejected, the party seeking the stay can compensate the other party for any damages caused by the delay in execution.

5. **Timelines for Adjudicating the Invalidity Claim:** If the court grants a stay of execution, it sets a clear timeline for adjudicating the claim of invalidity. The court is required to issue a decision on the invalidity claim within one hundred and eighty days from the date of issuing the stay order. This timeframe ensures that the invalidity claim is addressed in a timely manner, minimising potential delays in the overall arbitration process.
6. **Balancing the Interests of Parties:** This article strikes a balance between the rights of parties seeking to challenge an arbitration award and the need for efficient execution of awards. It acknowledges that a stay of execution may be warranted in certain cases but ensures that the process remains efficient and predictable.

In summary, Article 54 of the KSA Arbitration Law outlines the procedures and conditions for requesting a stay of execution of an arbitration award when a claim of invalidity is brought. It establishes clear timelines for decision-making and considers the interests of both parties involved. This article seeks to strike a balance between the need for prompt execution of awards and the rights of parties to challenge them.

55th Article:

1. The request for the execution of the arbitration award shall not be accepted unless the deadline of suing the invalidity of the award has passed.

Paragraph 1 of Article 55 in the KSA Arbitration Law establishes a condition related to the timing of executing an arbitration award. Here is an analysis of this paragraph:

1. **Execution Request Timing:** This paragraph outlines a condition that governs the acceptance of a request for the execution of an arbitration award. It specifies that such a request for execution will not be accepted unless the deadline for bringing a claim of invalidity against the award has passed.
2. **Link to Claim of Invalidity:** The provision is directly linked to the previous articles that address the procedure for claiming the invalidity of an arbitration award. It reflects the law's intent to ensure that parties do not execute an award while the possibility of challenging its validity is still open.
3. **Balancing Interests:** This requirement helps maintain a balance between the execution of arbitration awards and the rights of parties to challenge these awards if they believe there are grounds for invalidity. It prevents one party from executing the award prematurely and potentially prejudicing the other party's right to challenge it.
4. **Legal Certainty:** By specifying a clear condition for execution requests, this provision adds legal certainty to the arbitration process. It ensures that the execution process is not hindered by last-minute challenges to the award's validity.
5. **Timely Resolution:** This provision encourages parties to bring any claims of invalidity in a timely manner. It discourages delaying the arbitration process by raising invalidity claims after execution has already been sought.

In summary, paragraph 1 of Article 55 of the KSA Arbitration Law sets a condition for the execution of arbitration awards. It ensures that execution requests are only accepted after the deadline for claiming the invalidity of the award has passed. This provision aims to strike a balance between efficient execution and the right of parties to challenge an award's validity within a reasonable timeframe.

2. The order to execute the arbitration award in accordance with this law shall be done only after verifying the following:

A. It does not conflict with an award or decision issued by a court or committee or authority that has the jurisdiction on the subject of the dispute in the Kingdom of Saudi Arabia.

B. It does not include what is contrary to the provisions of the Islamic Sharia and public order in the Kingdom, and if it is possible to fragment the award of the violation part, it is possible to execute the remaining part which is not violating.

C. It has been well and truly notified to the convicted.

Paragraph 2 of Article 55 in the KSA Arbitration Law establishes criteria and conditions that need to be fulfilled before an arbitration award can be executed. Here is an analysis of this paragraph:

1. **Verification Process:** This paragraph outlines a process for the execution of an arbitration award. It emphasises that the execution order should only be issued after verifying certain conditions.
2. **Consistency with Other Awards or Decisions:** Subsection A states that the award to be executed should not conflict with any court, committee, or authority's award or decision that has jurisdiction over the subject of the dispute in Saudi Arabia. This reflects the legal system's respect for concurrent jurisdiction and the requirement that arbitration awards should not contradict with other legal decisions.
3. **Compliance with Sharia and Public Order:** Subsection B highlights that the award should not contravene the provisions of Islamic Sharia and public order in Saudi Arabia. If any part of the award is in violation of these principles, the remaining non-violating part may be executed. This underscores the law's commitment to adhering to the principles of Islamic law and public order in all legal matters.
4. **Proper Notification:** Subsection C emphasises that the award must have been properly and genuinely notified to the party against whom enforcement is sought. This ensures that the party is aware of the award and has had an opportunity to respond or comply with it.
5. **Balancing Legal Principles:** This paragraph seeks to balance the enforcement of arbitration awards with the larger legal framework in Saudi Arabia. It ensures that execution orders align with other legal decisions, adhere to Islamic principles, and maintain fairness through proper notification.

6. Preserving Rights and Principles: By requiring consistency with Sharia and public order, this provision underscores the importance of preserving the cultural, religious, and legal values of Saudi Arabia.

In summary, paragraph 2 of Article 55 of the KSA Arbitration Law sets criteria that must be met before an arbitration award can be executed. These criteria include consistency with other legal decisions, compliance with Islamic principles and public order, and proper notification to the parties. This provision ensures that execution orders are in line with the broader legal framework and cultural values of Saudi Arabia.

3. It is not permissible to appeal against the order issued to execute the arbitration award. The order of rejecting the execution may be appealed against before the competent authority within thirty days from the date of issuance.

Paragraph 3 of Article 55 in the KSA Arbitration Law addresses the appeal process related to the execution of arbitration awards. Here is an analysis of this paragraph:

1. Execution Order Unappealable: This paragraph establishes that the order to execute an arbitration award cannot be appealed. Once the competent court has issued an execution order, parties cannot challenge this order through an appeal. This emphasizes the finality and binding nature of execution orders.
2. Appeal Against Rejection of Execution: The paragraph provides an avenue for appeal in cases where the execution is rejected. If the court rejects the execution of an award, the party seeking execution can appeal this rejection. The appeal must be filed with the competent authority within thirty days from the date of issuance of the rejection order.
3. Balancing Finality and Redress: By making the execution order unappealable, the law aims to ensure the efficiency and effectiveness of the execution process. This promotes the timely enforcement of arbitration awards. However, by allowing an appeal against the rejection of execution, the law also provides a mechanism for parties to seek redress if their request for execution is denied.
4. Procedural Protection: This provision offers a balance between finality and the right to challenge. It allows for a review of decisions related to the rejection of execution while upholding the principle that once an execution order is issued, it should generally not be subject to appeal.
5. Time Limit for Appeals: The specific time limit of thirty days for filing an appeal against the rejection of execution helps maintain procedural discipline and ensures that disputes related to execution are addressed in a timely manner.

In summary, paragraph 3 of Article 55 in the KSA Arbitration Law establishes that execution orders for arbitration awards are not subject to appeal. However, parties have the option to appeal against orders rejecting execution within a specified time frame. This provision strikes a balance between the need for finality and the need for procedural redress in the execution process.

8th Part — Final provisions**56th Article:****The Council of Ministers shall issue the Implementing Regulation of this law.**

Article 56 of the KSA Arbitration Law stipulates the authority responsible for issuing the Implementing Regulation for the law. Here is an analysis of this article:

1. **Delegation of Authority:** This article assigns the responsibility of formulating the detailed regulations and rules for implementing the provisions of the arbitration law to the Council of Ministers. In many legal systems, implementing regulations provide the necessary practical guidelines and procedures to ensure smooth and consistent application of the law's provisions.
2. **Clarity of Authority:** The article clearly states that it is the Council of Ministers' role to issue the Implementing Regulation. This reinforces the separation of powers and indicates that the legislative authority (Council of Ministers) is distinct from the executive or administrative authority.
3. **Adaptability and Flexibility:** By allowing the Council of Ministers to issue the Implementing Regulation, the law acknowledges that certain details and procedures might need to be tailored or updated as circumstances change. This flexibility helps ensure that the arbitration process can effectively adapt to evolving legal and practical requirements.
4. **Coherence and Consistency:** An Implementing Regulation can help maintain consistency and coherence in the application of the law. It can provide more specific guidance on matters such as administrative procedures, the functioning of arbitration centres, the selection of arbitrators, and other practical aspects of arbitration.
5. **Enhancing Accessibility and Understanding:** The Implementing Regulation can serve as a useful resource for parties involved in arbitration. It can provide clear instructions on how to navigate the arbitration process in accordance with the law's provisions, thereby enhancing transparency and accessibility.
6. **Regulatory Framework Development:** The issuing of the Implementing Regulation signifies the commitment of the legislative authority to create a comprehensive regulatory framework for arbitration in the Kingdom of Saudi Arabia. This regulatory framework can contribute to establishing a well-structured and effective arbitration environment.

In summary, Article 56 of the KSA Arbitration Law assigns the Council of Ministers the responsibility of issuing the Implementing Regulation. This regulation will provide the necessary guidelines and procedures for the practical application of the law's provisions, contributing to a well-functioning arbitration system in the Kingdom of Saudi Arabia.

57th Article:

This law replaces the arbitration law, issued by the Royal Decree No. (M/46), dated 12/07/1403 AH.

Article 57 of the KSA Arbitration Law contains a provision indicating that the new arbitration law being discussed in the text replaces a previous arbitration law. Here is an analysis of this article:

1. **Repeal and Replacement:** This article establishes that the newly enacted arbitration law supersedes and replaces a previous arbitration law that was in effect. The specific reference to the previous law, which is identified by its Royal Decree number and date, indicates the intention to repeal the older law and substitute it with the new one.
2. **Legislative Continuity:** By providing information about the previous arbitration law that is being replaced, the article contributes to legal clarity and continuity. It informs stakeholders, including legal practitioners, arbitrators, and parties involved in arbitration, that the legal framework has been updated.
3. **Consistency and Cohesion:** This provision underscores the legislative intent to create a cohesive and up-to-date framework for arbitration within the jurisdiction. Replacing an outdated law with a new one ensures that legal procedures and practices remain in line with contemporary standards and developments in arbitration law.
4. **Effective Date:** While the article does not explicitly state the effective date of the new arbitration law, it does indicate that the previous law is being replaced. Therefore, the effective date of the new law can be inferred to be the date of its enactment or publication unless otherwise specified.
5. **Transitional Provisions:** The article does not contain specific transitional provisions detailing how ongoing arbitration cases initiated under the previous law will be treated after the new law comes into effect. However, it is common for jurisdictions to address transitional matters separately to ensure that ongoing cases are not unduly disrupted.

In summary, Article 57 of the KSA Arbitration Law serves to officially replace a previous arbitration law with the new one being discussed in the text. This replacement aligns the legal framework with current practices and developments in arbitration law and contributes to legal clarity and consistency.

58th Article:

This law comes into force after thirty days from the date of its publication in the Official Gazette.

Article 58 of the KSA Arbitration Law provides information about the effective date of the newly enacted arbitration law. Here is an analysis of this article:

1. **Effective Date Clarification:** This article specifies the exact point in time when the new arbitration law will become effective. It states that the law will come into force after a period of thirty days from the date of its publication in the Official Gazette.

2. **Transition Period:** The provision of a specific effective date allows stakeholders, such as legal practitioners, arbitrators, and parties involved in arbitration, to prepare for the new legal framework and adapt their practices accordingly. This transition period is essential to ensure that all parties are aware of and can comply with the new law.
3. **Clarity and Transparency:** By indicating the specific effective date and the mechanism by which the law comes into force (publication in the Official Gazette), Article 58 enhances the transparency of the legislative process. It leaves no room for ambiguity about when the new law takes effect, making it easier for individuals and organisations to plan and adjust their activities.
4. **Integration with Legal System:** The provision of an effective date ensures that the new arbitration law becomes an integral part of the legal system. This enables it to govern ongoing and future arbitration cases within the jurisdiction from the specified date onward.
5. **Publication Requirement:** The article indirectly highlights the importance of the Official Gazette as an official channel for the publication of laws and regulations in the country. The effective date is linked to the date of publication in this official source, emphasising its significance in the dissemination of legal information.

In summary, Article 58 of the KSA Arbitration Law serves to specify the effective date for the new law, ensuring that all stakeholders are informed about when it will come into force. This provision enhances transparency, aids in the transition to the new legal framework, and integrates the law into the broader legal system.



DUBAI

Galadari Building
Al Ghubaiba Street
Al Souq Al Kabeer
P.O. Box 7992
Dubai, UAE

DIFC

Gate Precinct Building
5 Sheikh Zayed Road
DIFC
P.O. Box 50696
Dubai, UAE

ABU DHABI

Addax Tower
Hydra Avenue
Al Reem Island
P.O. Box 47634
Abu Dhabi, UAE

www.galadarilaw.com