



Written Form and Interpretation of the Arbitration Agreement in the Arab Law

Egypt, Jordan and United Arab Emirates

by

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The Arbitration Agreement means the terms under which the parties agree, in accordance with the relevant law, to refer their financial dispute arising out of the original contract, to arbitration instead of litigation, subject to the terms of such an agreement. According to Egypt, Jordan and United Arab Emirates' Law¹, such an agreement is generally admissible and binding upon the parties involved. There are many and several terms pertinent to the arbitration agreement, but for the purpose of this small treatise, it will be sufficient to deal in brief with two matters i.e. the written form of arbitration agreement on one hand and interpretation of the agreement on the other hand consecutively.

First Matter The Written Agreement

Article 10/3 of Egypt's Arbitration Law states, "...it shall be considered an arbitration agreement, any reference, in a contract, to a document where it includes an arbitration clause provided that such reference expressly considers such a clause part of such a contract".² Article 12 states as follows: "the arbitration agreement must be in a written form otherwise it shall be null and void. The arbitration agreement shall be in a written

¹ Terms of arbitration was introduced in Egypt under the Law of Arbitration No. 27 of 1994, and in Jordan under the Law of Arbitration No. 31 of 2001 and in the UAE, under Part III of the Civil Procedures Act No. 11 of 1992 (Articles 203-218).

² See also Article 6 of the law stating, "if the parties to the arbitration agree to make the legal relationship between them subject to rules of a model contract or international convention or any other document, they must apply the terms of such a document and all of its provisions on arbitration".