



Editorial

It gives me great pleasure to introduce the first issue of the second volume of the Dubai International Arbitration Centre (DIAC) Journal. This volume provides new information on the international commercial arbitration in particular in the Middle East.

In this Issue, Professor Neil Kearney Produced an article that tackles a very important issue raised constantly by several arbitration cases, more specifically in the field of architectural and construction agreements. In this article the writer has offered his extensive experience in this field when he examined and provided essential information on the possible obstacles that would arise in appointing experts in the resolution of disputes; in limiting the scope of the assignment appointed to the experts, in predicting the effect of the expert's report on the decision of the outcome of the arbitral award, and the acceptable code of conduct for experts to be used as a scale for their proceedings, and how to measure the level of objectivity of the experts appointed by the arbitral tribunal or by a court. Moreover, the article addresses the methodology one would follow in order to seek assistance from experts on the procedure of filling an application and sending it to the International Chamber of Commerce (ICC).The article offers many useful references in the subject-matter which adds value to the article, and made it an exceptional addition to the Journal which we are proud to present to the readers in both Arabic and in English.

In another article by Roy Nolan on "Dispute Resolution in Civil Engineering Contracts in the United Arab Emirates", the author reviews the procedures taken in resolving disputes that arise from contracts in reference to the conditions and terms prevailing in the UAE. The article gains significance as it contains samples of the terms of contractual terms and conditions of construction contracts applicable in the UAE. The article establishes itself as a reference to those interested in this sector, whether they are arbitrators, engineers, project managers, or specialized lawyers who can be informed of the procedures adopted to resolve such disputes. These procedures are different from their counterparts as determined by the Forms of the international FIDIC contracts, as well as from the procedures pursued by the Forms prevailing in the UAE.

As for the field of resolving disputes that arise from maritime transport contracts which are of paramount economic importance internationally, this issue of the DIAC Journal includes a substantial amount of the papers presented at the Dubai International Arbitration Centre (DIAC) conference; which was held in association with the German Maritime Arbitration Association (GMAA). One of the first articles was one by Christopher Mills which discussed the method of appropriate mediation as an optimal means of dispute resolution in maritime transportation, which is an economic sector in demand for an expedient resolution of disputes. The importance of choosing a proper venue for a meeting could save burdensome costs and thus spare the parties of the meeting the effort of initiating complex proceedings before courts and/or arbitration tribunals.

Another article, by Mr. Samir Kan'aan, that includes an investigation on the role of Dubai as an appropriate venue for ship registration and dispute resolution that may arise from maritime contracts. Mr. Kan'aan reviewed legal aspects of arbitration in the