

# The Arbitration Agreement and its Effect on Judicial Proceedings: A Comparative Study in Light of Federal Law no. 6 of 2018 on Arbitration

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**DOI Link:** <http://dx.doi.org/10.6007/IJARBSS/v16-i3/27729>

**Published Date:** 05 March 2026

## Abstract

This study examines arbitration as an effective mechanism for dispute resolution based on party autonomy and characterized by speed, flexibility, and confidentiality, which have made it a preferred option in the modern commercial environment. The research analyzes the concept and types of arbitration and explores the legal effects of the arbitration agreement on the parties, the arbitrator, and the conduct of proceedings. It further examines arbitral procedures and the arbitral award in light of Federal Law No. 6 of 2018 on Arbitration. The central research question concerns the extent to which arbitration, as a system founded on the will of the parties, achieves genuine effectiveness in dispute resolution and the legal consequences produced by the arbitration agreement on the parties, the arbitral tribunal, and the proceedings. The study adopts an analytical approach to clarify the legal nature of arbitration, explain the effects of the arbitration agreement on the arbitrator and the parties, and describe the procedural framework governing arbitral proceedings from their commencement to the issuance of the arbitral award. It highlights the foundations of arbitration under UAE legislation, particularly the 2018 Arbitration Law, including the rules on the appointment of arbitrators, the conduct of proceedings, the determination of the applicable law, and the powers of the arbitral tribunal in managing the dispute. The findings demonstrate that the arbitration agreement constitutes the cornerstone of the arbitral process, creating an obligation on the parties to refrain from resorting to state courts and initiating arbitral proceedings until a final award is rendered. The study concludes that arbitration operates as an integrated dispute resolution system grounded in party autonomy, flexible procedures, and binding awards, thereby ensuring a high degree of effectiveness and stability in commercial transactions.

**Keywords:** Arbitration Agreement, Arbitral Proceedings, Annulment of Arbitral Awards, Party Autonomy, International Commercial Arbitration.

**Introduction**

In the contemporary global economy, arbitration has emerged as one of the most influential mechanisms of alternative dispute resolution, particularly in the context of international commercial relations characterized by cross border transactions, complex contractual networks, and heightened demands for legal certainty. The effectiveness of arbitration in ensuring procedural flexibility, confidentiality, and relative speed has rendered it a central pillar of modern commercial governance. The study of arbitration is therefore not merely doctrinal in nature, but strategically significant for economic development, investment protection, and the stability of transnational commercial relations. This importance is especially pronounced for emerging and investment-oriented jurisdictions that seek to enhance their attractiveness as reliable venues for international business and dispute resolution.

Despite the growing reliance on arbitration, a persistent tension remains between the autonomy of arbitral proceedings and the supervisory role of national courts. This tension is most visible in the legal regime governing the annulment of arbitral awards, which constitutes a critical mechanism for balancing respect for party autonomy with the need to safeguard procedural fairness, public order, and the integrity of the legal system. While arbitration is designed to provide finality and efficiency, excessive or inconsistent judicial intervention may undermine its effectiveness, predictability, and credibility as an alternative to litigation. Conversely, insufficient judicial oversight may risk the enforcement of defective or unjust awards, thereby eroding confidence in the arbitral process. This unresolved tension constitutes the core phenomenon of interest of the present study.

The need to conduct this research arises from the lack of conceptual and practical clarity in many legal systems regarding the proper scope and limits of judicial control over arbitral awards. Existing scholarship has extensively examined the advantages of arbitration as an efficient and confidential dispute resolution mechanism, and a substantial body of literature has analyzed the annulment of arbitral awards from a predominantly doctrinal or comparative perspective. However, previous studies have often focused either on promoting arbitration as an unqualified substitute for litigation or on defending judicial intervention as a matter of public policy, without sufficiently interrogating how annulment regimes operate in practice, how they affect the effectiveness of arbitration, and how they shape the strategic behavior of parties and arbitrators. This has resulted in a fragmented understanding of the relationship between annulment mechanisms and the overall credibility of arbitration frameworks.

Within the specific context of the United Arab Emirates, the enactment of Federal Law No. 6 of 2018 on Arbitration, aligned with the UNCITRAL Model Law and supported by the state's accession to the New York Convention of 1958, represents a significant legislative shift toward harmonization with international standards. Nonetheless, empirical and doctrinal analyses of how annulment actions are applied by national courts in practice remain limited. There is a notable research gap concerning the extent to which judicial supervision in annulment proceedings enhances legal certainty and procedural justice, or alternatively generates unpredictability that may deter foreign investors and commercial actors. This study seeks to address this gap by critically examining the legal framework and judicial practice governing

the annulment of arbitral awards, with particular attention to its implications for the effectiveness and attractiveness of arbitration as a dispute resolution mechanism.

The significance of this study lies in its practical and theoretical utility for multiple stakeholders. For legislators and policy makers, it offers evidence based insights into how annulment regimes can be calibrated to strike an appropriate balance between judicial control and arbitral autonomy. For judges and legal practitioners, it provides analytical guidance on interpreting annulment grounds in a manner that enhances consistency, legal certainty, and procedural fairness. For commercial parties and investors, the study contributes to a clearer understanding of the legal risks associated with arbitration and the enforceability of arbitral awards, thereby supporting more informed contractual and dispute resolution choices. Ultimately, the study seeks to contribute to the development of a more coherent and effective arbitration framework that reinforces confidence in arbitration as a credible, efficient, and fair mechanism for resolving international commercial disputes.

At its core, arbitration is founded upon party autonomy, whether through an arbitration clause concluded prior to the emergence of a dispute or through a submission agreement after the dispute has arisen. This foundational principle underscores the normative tension addressed in this study, namely how far judicial supervision through annulment actions should extend without undermining the very rationale that renders arbitration attractive as an alternative to litigation.

### **First Section: The Concept of Arbitration and its Legal Framework**

This section is divided into three branches, namely, the concept of arbitration, the definition of the arbitration agreement, and the procedural and substantive rules governing arbitration.

#### *Branch One: The Concept and Autonomy of Arbitration*

Clarifying the concept of arbitration is of particular importance, because classifying a decision as an arbitral award distinguishes it from other procedural decisions rendered by arbitrators. Accordingly, this branch addresses the definition of arbitration, the types of arbitration, and the distinction between arbitration and other means of dispute resolution.

#### *Definition of Arbitration*

Many legal systems do not provide an explicit statutory definition of arbitration. Consequently, legal scholarship has developed two main approaches, namely, the broad approach and the narrow approach. The UAE legislator, however, adopted a statutory definition of arbitration in Article 1 of Federal Law No. 6 of 2018 on Arbitration.

#### *The Broad Approach*

According to the broad approach in legal doctrine, arbitration is an agreement between the parties to a specific dispute, particularly in matters related to international commerce, to submit their dispute to a non-judicial body for resolution by a binding decision, commonly referred to as a submission to arbitration or an arbitration contract. Under this approach, only decisions rendered by the arbitrator are considered genuine arbitral awards, whereas procedural decisions that do not finally determine the substance of the dispute, such as investigative measures, are not regarded as awards subject to annulment. By contrast, decisions addressing fundamental issues such as jurisdiction, the applicable law, the validity

of the contract, or the establishment of liability are considered arbitral awards, even if they do not finally dispose of the entire dispute or result in a direct monetary obligation.

This approach emphasizes that the arbitral award is a decision issued by an arbitrator whose authority is derived from the arbitration agreement. The award must address a substantive or procedural matter falling within the scope of the arbitrator's mandate, must be rendered in writing, signed, and include the formal elements prescribed for judicial decisions. The award is therefore a procedural act expressing the will of the arbitrator rather than that of the parties, and it is subject to the procedural regime set out in the arbitration law.

#### *The Narrow Approach*

The narrow approach, which is prominent in Swiss legal doctrine, considers that an arbitral award exists only if it fully or partially disposes of the dispute. Decisions dealing with ancillary or preliminary matters, such as the validity of the contract, the establishment of liability, the determination of the applicable law, or the jurisdiction of the arbitral tribunal, are not regarded as independent arbitral awards and may not be challenged separately.

This restrictive conception has been criticized, particularly in French legal scholarship, on the basis that decisions on jurisdiction, applicable law, or liability resolve essential aspects of the dispute. Accordingly, such decisions should be treated as genuine arbitral awards that may be challenged by an action for annulment, in order to protect the parties' rights and to ensure judicial supervision over determinations that may decisively shape the course of the proceedings.

#### *The Statutory Definition under UAE Law*

Article 1 of Federal Law No. 6 of 2018 on Arbitration defines arbitration as a legally regulated mechanism by which a binding decision is rendered in a dispute between two or more parties by an arbitral tribunal, on the basis of an agreement between the parties. This definition distinguishes arbitration from the arbitration agreement itself, which is defined as the parties' agreement to resort to arbitration, whether concluded prior to or after the emergence of the dispute.

A significant part of legal doctrine views arbitration as a composite system with a dual legal nature. It is contractual in its source, since the arbitrator derives authority from the will of the parties, and judicial in its function, because the arbitrator, although not a state judge, performs the judicial function of resolving the dispute by issuing a binding decision.

#### *Types of Arbitration*

Arbitration takes several forms depending on the perspective adopted. It may be classified as voluntary arbitration, whether by an arbitration clause or a submission agreement, and as domestic or international arbitration.

#### *Voluntary Arbitration*

The UAE legislator adopts the principle of voluntary arbitration. Parties may resort to arbitration only on the basis of their consent, whether through an arbitration clause incorporated into a contract prior to the emergence of a dispute, or through a submission agreement concluded after the dispute has arisen. This is reflected in Article 2 of Federal Law

No. 6 of 2018 on Arbitration, which extends the scope of the Law to arbitration conducted within the state, international commercial arbitration agreed to be governed by UAE law, and disputes arising out of legal relationships governed by UAE law.

Arbitration thus constitutes an exceptional method of dispute resolution, chosen by the parties as an alternative to the ordinary judiciary in order to achieve speed and procedural simplicity. This approach reflects the UAE legislator's commitment to party autonomy and the facilitation of efficient dispute settlement in commercial matters.

### **Domestic and International Arbitration**

Arbitration is classified as domestic or international depending on whether a foreign element is present in the underlying legal relationship. Domestic arbitration is confined to a single state, whereas arbitration is international if one of its elements, such as the parties, the place of performance, or the applicable law, is connected with another state.

The distinction has important legal consequences. Certain matters may be non-arbitrable domestically but arbitrable in international arbitration. Moreover, international arbitral awards are subject to the regime of the New York Convention of 1958, whereas domestic awards are governed by national law. Foreign arbitral awards may be challenged by annulment only before the courts of the state in which they were rendered, unless the parties have agreed on the application of another law.

In line with these criteria, Article 3 of Federal Law No. 6 of 2018 on Arbitration provides that arbitration is deemed international even if conducted within the state where, inter alia, the parties' places of business are in different states, the place of arbitration or performance of the obligation is outside the state, the subject matter of the dispute is connected with more than one state, or the parties expressly agree to the international character of the arbitration.

### *Distinction between Arbitration and Other Means of Dispute Resolution*

Arbitration is distinguished from mediation, conciliation, and amicable settlement by its binding and adjudicative nature. Arbitration culminates in an arbitral award that has res judicata effect, whereas mediation and conciliation are limited to facilitating dialogue and proposing non binding solutions.

Mediation involves the intervention of a neutral third party who assists the parties in communicating and clarifying their positions without imposing any solution. Conciliation goes further, as the conciliator may propose specific solutions aimed at reconciling the parties' interests. However, neither the mediator nor the conciliator has the authority to impose a binding decision. By contrast, the arbitrator possesses adjudicative authority and issues an enforceable award.

It is also possible for mediation to evolve into conciliation if the neutral third party begins to propose solutions, and for both processes to evolve into arbitration if the parties agree to confer adjudicative authority upon the neutral party following the failure of amicable settlement.

## **Branch Two: The Arbitration Agreement**

### *Formation of the Arbitration Agreement*

The arbitration agreement is a contract by which the parties agree to waive recourse to ordinary courts and to submit an existing or future dispute to one or more arbitrators for resolution. The concordance of the parties' wills constitutes the foundation of arbitration and the source of the arbitrators' authority, whether with respect to procedural matters or the applicable substantive law.

### *Agreement on the Constitution of the Arbitral Tribunal*

When the parties agree to resort to arbitration, they must not only express their intention to exclude the jurisdiction of state courts but also specify the arbitral tribunal entrusted with resolving the dispute, either by naming the arbitrator or arbitrators or by determining the method of their appointment. This requirement is reflected in Article 11 of Federal Law No. 6 of 2018 on Arbitration, which regulates the formation of the arbitral tribunal and the mechanism for appointing arbitrators.

### *Subject Matter of the Arbitration Agreement*

The arbitration agreement must specify the dispute to be submitted to arbitration and must arise from a defined legal relationship. This requirement aims to exclude overly general agreements purporting to submit all possible disputes between the parties to arbitration without connection to a specific legal relationship. This approach is consistent with Article II(1) of the New York Convention of 1958, which obliges contracting states to recognize written agreements by which parties undertake to submit to arbitration all or certain disputes arising or which may arise between them in respect of a defined legal relationship, whether contractual or non-contractual, concerning a matter capable of settlement by arbitration.

Accordingly, the arbitration agreement must relate to disputes arising from an existing legal relationship. It is inconceivable for a valid arbitration agreement to cover abstract or undefined relationships that have not yet come into existence in a legally recognizable manner.

### *The Effects of the Arbitration Agreement*

The arbitration agreement produces two principal effects, namely, a negative effect and a positive effect. The negative effect consists in depriving the contracting parties of recourse to state courts with respect to disputes that they have agreed to submit to arbitration. The positive effect lies in resolving the dispute through arbitration and recognizing the binding force of the arbitral award. The following analysis addresses the effect of the arbitration agreement on the arbitrator and on the parties.

### *The Effect of the Arbitration Agreement on the Arbitrator and the Parties*

The arbitration agreement gives rise to a negative obligation on the parties not to resort to state courts in relation to the dispute submitted to arbitration. Accordingly, the other party is entitled to raise a plea of inadmissibility if this obligation is breached. Nevertheless, the role of the judiciary is not entirely excluded, as courts remain competent to exercise supportive and supervisory functions in aid of the arbitral process, such as ordering provisional or interim measures and granting exequatur to arbitral awards. The court does not raise the existence of an arbitration agreement ex officio, rather, the plea must be invoked by one of the parties.

Failure to invoke the arbitration agreement is deemed an implicit waiver of the right to arbitrate.

Arbitral tribunals are likewise empowered to order interim measures. In the event of noncompliance with such measures, recourse may be had to urgent judicial relief without this being regarded as a waiver of arbitration. As for the effect of the arbitration agreement on the parties, it is binding upon the contracting parties and their universal successors, unless otherwise agreed. It also extends to particular successors insofar as rights and obligations connected with the original contract are transferred to them. In certain circumstances, the arbitration agreement may further extend to third parties, such as in cases involving groups of contracts, economic unity, apparent authority, and bills of lading in contracts of carriage. International jurisprudence has accepted that a unity of economic purpose or a close contractual connection may justify the extension of the arbitration clause to parties who did not sign it directly.

#### *Procedural and Substantive Rules Governing Arbitration*

This section briefly addresses arbitral procedure, the applicable arbitration law, and the arbitral award.

#### *Arbitral Proceedings and the Arbitral Award*

Arbitral proceedings follow, in many respects, the general framework of judicial proceedings. The arbitral process is interrupted by operation of law upon the death of a party, the loss of legal capacity, or the termination of the authority of a legal representative, unless such events occur after the closure of pleadings, in which case the proceedings continue without interruption. Interruption entails the suspension of procedural time limits and the nullity of subsequent procedural acts. The proceedings may resume only upon proper notification to the legal successor of the deceased or incapacitated party.

The UAE Arbitration Law regulates cases in which an arbitrator is unable to perform his or her mandate. The competent authority may terminate the arbitrator's mandate in cases of negligence or unjustified delay. The arbitrator's mandate is personal in nature and terminates upon death or upon the loss of the statutory conditions required for appointment, without affecting the validity of the original appointment. This is provided for under Article 16 of Federal Law No. 6 of 2018 on Arbitration.

From a substantive perspective, arbitration has become a central mechanism in international commercial relations. This development prompted the United Arab Emirates to enact Federal Law No. 6 of 2018 on Arbitration in conformity with its international obligations, in particular the New York Convention of 1958, with the aim of regulating arbitral proceedings and the enforcement of both domestic and foreign arbitral awards in a manner consistent with public policy.

Arbitration constitutes a special legal regime based on the parties' agreement to exclude the jurisdiction of state courts. Legal doctrine has differed as to its legal nature, oscillating between contractual, judicial, and mixed theories. Notwithstanding the broad autonomy accorded to the parties in opting for arbitration, judicial supervision remains indispensable in

order to ensure a minimum standard of justice and to correct fundamental defects that may affect arbitral awards.

Once an arbitral award has been rendered, it produces significant legal effects and may require interpretation where its operative part is ambiguous. The arbitral tribunal's authority to interpret the award is limited to clarifying its meaning without amending the award or revisiting the merits of the dispute. The interpretative decision is considered complementary to the original award. The legislator requires the existence of genuine ambiguity that hinders understanding, although legal doctrine differs as to whether a request for interpretation must be submitted within the time limit prescribed for rendering the award.

The law further empowers the arbitral tribunal to determine the applicable law in the absence of an agreement between the parties, taking into account the terms of the contract and relevant commercial usages. The tribunal may not decide *ex aequo et bono* unless expressly authorized by the parties. This is stipulated in Article 38 of Federal Law No. 6 of 2018 on Arbitration.

### **Conclusion**

This study demonstrates that arbitration has evolved beyond being a mere alternative method of dispute resolution. It has developed into a parallel adjudicatory system characterized by legal and procedural particularities that have secured for it a central position in both domestic and international commercial relations. The analysis shows that legislative development, particularly in the United Arab Emirates, reflects a clear policy orientation toward strengthening arbitration as a primary mechanism for the settlement of disputes, in line with the requirements of the contemporary economic environment and the standards of international trade.

The study further establishes that the arbitration agreement creates reciprocal obligations for the parties and limits the jurisdiction of state courts, except within the boundaries delineated by law, whether in the form of procedural support or subsequent judicial review through annulment proceedings. It also confirms that the effects of the arbitration agreement are not confined to the original contracting parties, but may extend to universal and particular successors and, in specific circumstances, to third parties, as recognized in doctrine and jurisprudence.

From a procedural standpoint, arbitral proceedings intersect with judicial proceedings in several foundational principles, such as interruption of proceedings, suspension of time limits, and the obligation to respect the fundamental guarantees of due process, while preserving the flexibility and autonomy that characterize arbitration. Furthermore, although arbitral awards possess a distinctive legal nature, they remain subject to limited judicial supervision aimed at safeguarding justice without undermining the independence of the arbitral process. With respect to the applicable law, the study confirms that the UAE legislator has conferred broad authority upon arbitral tribunals to determine the appropriate substantive rules in the absence of party agreement, subject to due regard for the contractual terms and commercial usages. This approach enhances the effectiveness of arbitration in disputes of an international character.

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Arbitration has become a legal and economic necessity in light of the increasing volume and complexity of international commercial transactions, a development that has rendered traditional judicial mechanisms unable to keep pace with the contemporary requirements of speed, confidentiality, and procedural flexibility. The growing interdependence of global markets and the diversification of cross border commercial relations have further reinforced the need for a dispute resolution mechanism capable of providing efficient, neutral, and specialized adjudication, which arbitration is uniquely positioned to offer.

The arbitration agreement constitutes the cornerstone of the arbitral process, as it represents the legal foundation upon which the entire arbitral mechanism is built. By virtue of this agreement, the parties assume a negative obligation not to resort to state courts in respect of disputes that they have agreed to submit to arbitration. Nevertheless, the role of the judiciary is not entirely excluded, as judicial intervention remains complementary rather than substitutive, particularly in matters relating to provisional measures, procedural assistance, and the subsequent supervision of arbitral awards.

Judicial supervision over arbitration is exceptional and limited in scope, and its primary objective is the protection of public policy and the guarantee of a minimum standard of justice, without encroaching upon the merits of the dispute or undermining the independence of the arbitral process. This limited form of review reflects a careful balance between respect for party autonomy and the necessity of safeguarding fundamental legal principles, ensuring that arbitration does not operate in isolation from the core values of the legal system.

An arbitral award enjoys the authority of *res judicata* upon its issuance, and it may not be interpreted or amended except within a narrowly defined scope that is confined to the clarification of ambiguity in the dispositive part of the award, without affecting its substantive content or reopening the merits of the dispute. This principle reinforces the finality of arbitral awards and enhances legal certainty for the parties, while allowing for limited interpretative intervention to remove genuine uncertainty that may impede enforcement.

The legislative framework of the United Arab Emirates, in particular Federal Law No. 6 of 2018 on Arbitration, has been enacted in a manner consistent with international standards, especially the New York Convention of 1958 and the UNCITRAL Arbitration Rules and Model Law. This legislative alignment strengthens the position of the state as a regional center for arbitration and enhances confidence among foreign investors and international commercial actors in the effectiveness and reliability of the UAE arbitral regime.

Arbitration is distinguished by the characteristics of speed, confidentiality, and procedural flexibility, which have rendered it the preferred option for companies and individuals, particularly in commercially sensitive disputes. These advantages are of special significance in sectors where the protection of commercial secrets, reputational interests, and ongoing business relationships is essential, and where prolonged judicial proceedings may result in economic loss or strategic disadvantage.

The legal nature of arbitration is multidimensional, as it combines contractual and judicial elements, reflecting its distinctive character as an autonomous legal system. Arbitration is contractual in origin, since the authority of the arbitral tribunal derives from the agreement of the parties, and judicial in function, because the arbitrator, although not a state judge, exercises an adjudicative role and issues binding determinations that resolve the dispute between the parties.

Legal scholars have differed as to the legal characterization of the outcome reached by the arbitrator, namely whether it should be regarded as a judgment or merely a decision. However, an examination of the statutory provisions reveals that the UAE legislator has resolved this debate by adopting an approach that treats the outcome of arbitration as a judgment rather than a mere procedural decision, thereby conferring upon arbitral awards a status analogous to judicial judgments in terms of their binding force and legal effects.

Arbitration is founded upon two fundamental elements. The first is party autonomy, which allows the parties to freely organize the rules governing their arbitration agreement and the procedures applicable to their dispute. The second element is judicial in nature, since the arbitrator, although not formally a judge within the state judiciary, renders determinations that enjoy the authority of *res judicata* and resolve the dispute with binding legal effect.

The UAE legislator has insulated arbitral awards from challenge by the ordinary means of appeal prescribed under the Code of Civil Procedure, in order to ensure that arbitration fulfills its intended purpose of achieving swift dispute resolution. At the same time, this legislative policy serves to encourage participants in both international and domestic commerce to resort to arbitration rather than to the state judiciary, thereby reinforcing the attractiveness of arbitration as an efficient and reliable dispute resolution mechanism.

With regard to recommendations, it is advisable to undertake a periodic review of the UAE Federal Arbitration Law in a manner that serves the interests of the state and enhances its attractiveness to foreign investors, encouraging them to accept it as the governing law of their disputes. Continuous legislative development is necessary to ensure alignment with evolving international practices and to maintain the competitiveness of the UAE as a preferred arbitral seat.

It is further recommended that arbitration be taught as a core subject within law faculties, and that specialized training institutes and judicial studies centers give due attention to this field through the organization of advanced training programs. Such programs should be delivered with the participation of experienced academics and practitioners, with the aim of developing a qualified professional cadre capable of engaging with the technical and practical dimensions of arbitration.

The establishment of specialized legal centers dedicated to the study and development of arbitration is also recommended, as such institutions would contribute to deepening expertise in this field, promoting research, and providing professional training that supports the sustainable growth of arbitration practice.

It is equally important to provide continuous training and qualification for members of the judiciary and the legal profession in the state to enable them to deal effectively with arbitration as one of the pillars of justice. This requires mastery of the skills of legal application and high-quality enforcement, as well as a nuanced understanding of the supportive and supervisory role of courts in relation to arbitral proceedings.

The unification of the legal rules governing arbitration across Arab states is of considerable importance, and the adoption of the UNCITRAL Model Law by each state as a principal reference framework would contribute significantly to legal harmonization, predictability, and the facilitation of cross border arbitration within the Arab region.

Attention to joint activities with regional and international arbitration centers is vital for the dissemination of arbitral culture and for promoting arbitration as a safe and effective means of dispute settlement in Gulf and Arab states. Such cooperation would enhance the exchange of expertise, promote best practices, and strengthen institutional networks in the field of arbitration.

It is also recommended to organize Arab conferences in the field of arbitration with the aim of unifying legal terminology and conceptual approaches in arbitration law, good catch. Here is the corrected academic English sentence with the Arabic word removed and the meaning preserved:

thereby reducing interpretative divergence and promoting greater coherence in arbitral practice and jurisprudence across the region.

Finally, it is necessary for the legislator to include an explicit statutory provision establishing the civil liability of arbitrators for negligence in the performance of their duties and holding them accountable for gross errors that may cause material harm to the parties. Such regulation would enhance professional responsibility and confidence in the arbitral process, while preserving the independence of arbitrators within appropriate legal safeguards.

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