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The Importance of Qualitative Addition to the New Arbitration Rules in the Settlement of International Disputes Study of the Experience of the Kingdom of Bahrain International

By Dr. Azab Alaziz Al Hashimi

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The rules cover all aspects of the arbitration process, as they include a model arbitration clause, set out rules of procedure for the appointment of arbitrators and the conduct of the arbitration proceedings, and establish rules regarding the form, effect and interpretation of the arbitral award. Currently, there are three different versions of the arbitration rules: (i) the 1976 version; (ii) the 2010 revised version; and (iii) the 2013 version, which was a qualitative addition to the Rules of International Arbitration Dispute Resolution where Bahrain benefited from this addition in the development of the rules previously in force.

Keywords: *arbitration rules - modern - dispute settlement - kingdom of bahrain.*

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The Importance of Qualitative Addition to the New Arbitration Rules in the Settlement of International Disputes Study of the Experience of the Kingdom of Bahrain International

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Abstract- **The UNCITRAL Arbitration Rules have added a comprehensive set of procedural rules on which parties can agree to apply arbitration procedures that may arise out of their commercial relationship and which are widely used in ad hoc arbitrations as well as in arbitrations administered by institutions.**

The rules cover all aspects of the arbitration process, as they include a model arbitration clause, set out rules of procedure for the appointment of arbitrators and the conduct of the arbitration proceedings, and establish rules regarding the form, effect and interpretation of the arbitral award. Currently, there are three different versions of the arbitration rules: (i) the 1976 version; (ii) the 2010 revised version; and (iii) the 2013 version, which was a qualitative addition to the Rules of International Arbitration Dispute Resolution where Bahrain benefited from this addition in the development of the rules previously in force.

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I. Presentation

The UNCITRAL transparency rules include treaty-based arbitration between investors and countries. The UNCITRAL Arbitration Rules were first adopted in 1976. They have been used to resolve a wide range of disputes, including disputes between private sector commercial parties where arbitration institutions do not interfere, disputes between investors and States, disputes between one country and another, and commercial disputes handled by arbitration institutions.

In 2006, the Commission decided to revise the UNCITRAL Arbitration Rules to reflect changes in arbitration practice over the past 30 years. The purpose of the revision was to improve the efficiency of arbitration under the UNCITRAL Arbitration Rules without changing the original structure, spirit and wording of the text of the Rules.

The UNCITRAL Arbitration Rules (as revised in 2010) entered into force on 15 August 2010. They include provisions dealing, inter alia, with multilateral arbitration and annexation, liability and objection procedures for experts appointed by the arbitral tribunal. The revised rules contain a number of innovative features aimed at improving procedural efficiency, including revised procedures for the replacement of an arbitrator, the requirement of reasonable costs and an audit mechanism regarding arbitration costs. It also includes more detailed provisions on interim measures.

Following the adoption of the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration ("the Transparency Rules") in 2013. A new paragraph 4 has been added to article 1 of the Arbitration Rules (as revised in 2010) to allow the use of transparency rules in arbitration that commences with or after an investment treaty concluded on 1 April 2014. The new paragraph makes it clear that the transparency rules apply to investor-state arbitration that is commenced under the UNCITRAL Arbitration Rules. In all other respects, the 2013 UNCITRAL Arbitration Rules are the same as the revised version, published in 2010, without change.

II. Research Problem

International law has adopted modern rules to which reference can be made to resolve international and other disputes. Disputes that have certain methods are mentioned when settling them, and international perspectives differed in the solution of border disputes in our time due to the development of international relations that were positively reflected in the search for legal rules for their solution. It can be said that these legal rules have become binding in that they oblige the international community to follow them in order to resolve any conflict that may arise between different countries. The conflicts of the past, especially in former empires, were used to resolve them by traditional methods, but after recent world developments, the new rules of international arbitration have become clearer in terms of mandatory controls on both parties to the dispute.

a) Research objectives

Research objectives can be determined by two points

1. The Kingdom of Bahrain is the most committed to modern international rules in the field of arbitration and dispute settlement, as it is an important reference for the Gulf countries.

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2. The scope of the parties' response to the arbitration dispute to the parties in the modern international rules of the Bahraini claim.

b) The importance of the subject

This research highlights one of the most important topics in international commercial arbitration under modern international dispute resolution rules.

The reasons for the choice of this topic:

There are several reasons for our choice of this topic, the most important of which is that

- The lack - but scarcity - of specialized literature dealing in detail with articles related to this subject.
- The lack of adequate legal organization for this subject in the modern law and regulations in Bahrain.
- The absence of arbitral awards rendered in this case.

c) Research method

In this research, I relied on the comparative analytical method.

i. *Research plan*

First Requirement: International models for new arbitration and dispute settlement rules.

Second Requirement: A comparative study of the foundations of the main arbitration institutions and organizations.

American AIA Arbitration Chamber.

Third Requirement: Modern rules for international arbitration in Bahrain.

The First Requirement: International models for new arbitration and dispute settlement rules.

Some international institutions and bodies have established rules of conduct for international trade in general and electronic commerce in particular. Some of the most important of these institutions and bodies are listed below:

1. ICC

It was developed under the auspices of the International Chamber of Commerce ("Rules for the Unified Conduct of Electronic Exchange of Commercial Data by Remote Transmission") in 1987 in association with a number of international organizations. The International Chamber of Commerce has also set up an e-commerce project that includes three working groups specializing in the issues of electronic business practices, information security and electronic terminology. The ICC's motive was to develop a self-regulatory framework for e-commerce and make it usable in the trading community.

One of the works presented by the authority concerned is the revision of the guidelines on online advertising and purchasing, as these guidelines apply to all advertising and marketing activities on the World Wide Web to promote any type of products or services. These guidelines also include a set of standards of ethical conduct that must be followed by advertisers and merchants to increase public credit in purchases to ensure the freedom of advertisers to express and reduce the issuer of government regulation and the relevance of reasonable expectations of consumers. As well as what the guide provided by the International Chamber of Commerce went Linked to electronic terms (E-terms) which came into force in 2003 as they are used by parties when starting their electronic transactions. This guide includes all the necessary means to organize contracts on the World Wide Web and to engage in electronic transactions with the lowest legal risks. This guide has been further developed and complemented by guides, including the guide to media activities on the Internet.

2. United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT)

In March 2001, the Centre adopted a recommendation entitled (Standard Rules of Conduct for Electronic Commerce) which is considered a means of facilitating electronic commerce agreements to support the previous recommendation of the electronic agreement. These codes of conduct are self-regulatory instruments that can work in parallel with other measures to facilitate electronic commerce. This recommendation calls on countries to encourage and develop self-regulatory instruments for electronic commerce. The recommendation is attached to an example of such rules, which are the standard rules of conduct for e-commerce established by the e-commerce program in the Netherlands.

3. International Institute for the Unification of Private Law UNIDROIT

This Institute has developed a number of principles for international commercial contracts since 1994.

4. Habits, customs and practices of electronic commerce

Initially, a distinction is to be made between custom and commercial custom by defining each of them, where e-commerce custom is defined as the behavior of most electronic commerce resellers, traders or consumers, to be expected on a specific commercial issue of electronic commerce problems.

As for electronic commercial custom, it includes the definition of electronic commercial custom with its compulsory element, because whenever dealers believe that electronic commerce deals with the obligation of a certain behavior, its introduction becomes binding and its surrender entails a specific sanction, since electronic commerce workers have automatically contributed to the establishment of objective rules of electronic law. Perhaps one of the most important of these rules is the habits established by professional circles in terms of

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customs, usages and practices in the digital world of information and communications, which are characterized by a sectarian and cooperative character specific to each type of transaction that takes place in this world; except Hypothetically, as in the customs and traditions in force in the field of advertising and promotion of goods and services. As well as in the field of privacy protection, and in relation to the protection of the electronic consumer, in addition to customs and traditions relating to the preservation of intellectual property rights. ()

As for the application of customs and customs of electronic commerce, many customs have been codified, and others are in the process of being legalized, by including them in the standard contracts or in the general conditions mentioned in the contracts required to start electronic commerce , or those that have been legalized by international bodies or institutions in the form of rules of conduct, which have made these habits an intermediate rank between the rule of the convention and the legal rule ().

The Second Requirement: A comparative study of the rules of the main arbitration institutions and organizations.

American AIA Arbitration Chamber

Selection of referees

A. Where the arbitration agreement includes the appointment of the parties to an arbitrator or the method of selecting the arbitrators, this choice shall be followed, but if the arbitration agreement does not specify the number of arbitrators. The dispute shall be referred to an arbitrator to settle it, unless the American Arbitration Association considers that the matter requires the appointment of a certain number of arbitrators.
B. If the parties do not appoint an arbitrator or do not provide for any method of appointment, the arbitrator shall appoint from the American Arbitration Association's list of arbitrators at the same time for each party to the dispute a duplicate of the names of the persons selected from the list.

The American Arbitration Association shall invite persons who have been approved on both lists in order of preference to accept the task of arbitrator or arbitrators to adjudicate the dispute.

In the event that the parties select the arbitrators with their knowledge, or if the arbitrators have appointed and authorized the parties to appoint a neutral arbitrator within a specified period of time and no appointment has been made, the American Arbitration Association may appoint a neutral arbitrator to head the arbitration panel.

If the parties are nationals or residents of different countries, the neutral arbitrator shall be appointed at the request of one of the parties from among citizens of the State of the parties or of the State of the parties.

The request must be submitted before the time fixed for the appointment of the arbitrator in the agreement of the parties or in accordance with these Rules (Rule 16).

Evidentiary and pleading procedures

The same U.S. system that may follow procedures and that arbitrators may change (rule 28).

The questioning of the witnesses is certain

Applicable law

There is no provision on applicable law (a text may be added to the agreement): The arbitrators are separated according to the terms of the contract, taking into account the application of business practices).

Arbitral Award

Arbitral awards shall be rendered by the majority of the arbitrators by a short decision without reasons.

Administrative services

The American Arbitration Association provides full administrative services

Arbitration Clause Forms at the American Chamber of Arbitration

If the parties agree to arbitration under the UNCITRAL Arbitration Rules and the American Arbitration Association is the appointing authority and provides its administrative services, they may add this condition:

Any dispute, controversy or claim arising out of or in connection with this contract or relating to a breach, termination or invalidity thereof shall be settled in accordance with the UNCITRAL Arbitration Rules in force on the date of the contract and the appointing authority shall be the American Arbitration Association.

Note:

The Parties may wish to add:

A. The arbitrators are (one or three).
B. The place of arbitration shall be (city or country).

The arbitration shall be administered by the American Arbitration Association in accordance with its rules, procedural procedures in accordance with the UNICTRAL Arbitration Rules.

Arbitration clause in accordance with the UNCITRAL Rules for Joint Ventures:

Any disagreement or claim arising out of or relating to this Agreement or the breach of its provisions shall be settled by arbitration to be held in accordance with the Arbitration Rules of the United Nations Committee on International Trade Arbitration in force at the time of the conclusion of this Agreement.

All arbitration proceedings, including identifiers and notes, shall be conducted in (language). The

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arbitrator shall accept evidence directly from witnesses and documents submitted by the parties.

Arbitral Award

The tribunal shall decide all matters by a majority of all its members.

– The decision of the tribunal shall be in writing and signed by the members of the tribunal who voted for it. The arbitration decision shall be detailed in all cases submitted to the tribunal and shall state the reasons on which it is based.

Administrative Services

Full administrative services.

The Third Requirement: Modern rules of international arbitration in Bahrain

The current Arbitration Rules of the Bahrain Chamber for the Settlement of Disputes were adopted in 2010, which adopted the existing Arbitration Rules of the International Centre for Dispute Resolution (ICDR). Since the Bahrain Chamber for Dispute Resolution adopted its current arbitration rules, a number of arbitration centers have been launched, including the International Chamber of Commerce (ICC) in 2012, the London Court of International Arbitration (LCIA) in 2014 and the International Centre for Dispute Resolution (ICDR) in 2014, with new arbitration rules.

New UNCITRAL Rules for Free Arbitration were adopted in 2010.

In order to bring the Arbitration Rules of the Bahrain Chamber for Dispute Resolution adopted in 2010 in line with the best practices and rules followed in international arbitration. The Board of Directors of the Bahrain Chamber for Dispute Resolution requested a Tripartite Commission (the Commission) composed of Antonio Barra *, Adrien Winstanley ** and Naseeb Ziyada *** Review and drafting of new arbitration rules (new draft rules) for consideration by the Board of Directors.

The committee reviewed the most recent arbitration rules for the most important international and regional arbitration institutions in addition to the UNCITRAL Arbitration Rules for 2010, and the committee submitted the new rules, including what the committee considered to be the best standards in the field of arbitration, to the Board of Trustees. Currently, the Bahrain Chamber for Dispute Resolution is presenting the draft new rules to current and potential users, even on the sidelines of the 2016 annual conference of the International Bar Association held in Washington, D.C. (The Chamber hosted a draft law on the new draft rules for the Bahrain Chamber for Dispute Resolution on 20 September 2016). The discussion session was moderated by Sheikha Haya Bint Rashid Al Khalifa, Chairperson of the Board of Directors of the Bahrain Chamber for Dispute Resolution, and Mr. William Slate II, Member of the Board of Directors of the Bahrain Chamber for Dispute Resolution, President and Chief Executive Officer of Dispute Resolution Data LLC.

The three-committee members made a separate presentation. Professor Ziada provided a general description of the House and its main activities. He discussed the legal environment in which the Chamber operates, including the framework provided by the Arbitration Law of Bahrain published in 2015, It applies the UNCITRAL Model Law on International Commercial Arbitration to national and international disputes. Professor Ziada recalled that the Bahrain Chamber for the Settlement of Disputes is a regional dispute settlement institution established by Decree-Law No. 30 of 2009 and has been operating since 2010. Decree No. 30 of 2009 defines two types of jurisdiction for the chamber: jurisdiction under the law (cases for the first semester) and jurisdiction by agreement of the parties (cases for the second semester).

Under Chapter I, the Chamber has jurisdiction to hear disputes that were originally brought before the Bahraini courts whenever the value of the claim exceeds US$ 1.3 million and one of the parties to the dispute was - at least - a financial institution approved by the Central Bank of Bahrain or was engaged in international trade. The dispute settlement panel is composed of three members of the first term (two members are judges of the highest levels of the Bahraini courts and a third member are appointed from a special list established by the Chamber).

Professor Ziada stated that as of December 31, 2015, 152 cases had been registered under the jurisdiction of the first half of the year and that the total amount of the claim was more than $2.53 billion. Of these cases, 29.6% were settled with final decisions or reconciled parties within six months, 44.1% over a period of 6 to 12 months and 12.5% over a period of 12 to 18 months, and 9.2% over a period of 18 to 24 months, and 4.6% over a period of more than 24 months. Professor Ziada noted that under Chapter 2 of the Act, the jurisdiction of the Chamber is exercised in disputes referred to it in accordance with the written agreement of the parties in accordance with the rules of the Chamber for Arbitration or Mediation. He then presented an increase in the new draft rules that will apply to Chapter 2 cases, and provided a detailed explanation of two of the provisions that violated the CWSI arbitration rules.

The first of these concerns the appointment of arbitrators. Under the CWSI Arbitration Rules, the parties may agree on any procedure for the appointment of the arbitrator with or without the assistance of the arbitration institution. In contrast, the ICC Rules of Arbitration for the International Chamber of Commerce (ICC), the London Court of International Arbitration (LCIA) and the Singapore International Arbitration Centre (SIAC) all require that, although arbitrators may be appointed by the parties, they may not be appointed by the parties.

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However, the appointment of arbitrators is made or confirmed by the institution. The draft new rules adopted the latter measure in Article 7, which provides for the independence and impartiality of the arbitrator's additional guarantees.

Professor Ziada referred to the second case in which the new draft rules deviated from the provisions of the CWSI Arbitration Rules, which is the decision on disclosure of appeals.

Under the CRID arbitration rules, panelists are not informed of appeals against them, although the center may inform the arbitrator who is required to respond to the appeal against him or her, and the center may request information about the subject matter of the appeal. Otherwise, Article 9 of the new draft rules provides that the appeal must be communicated "to all parties and to the arbitral tribunal", and that the Chamber may request the rejection of information relating to the appeal from the arbitrator, the parties and any other member of the arbitral tribunal.

Professor Ziada stated that the panel was of the view that the impugned arbitrator should have the right to respond automatically to the appeal. In addition, that the opinion of other panel members may be important in some cases because they are well versed and able to give an opinion on the merits of the appeal.

In his presentation, Adrian Win Stanley focused on the proposed provisions that deviate from the CWSI arbitration rules. He first addressed Article 3 of the new draft rules, which deals with the issue of the determination of jurisdiction ostensibly, whereby the chamber is granted the power to refuse to register a request for arbitration based on a condition that is exempt from an express text referring to the chamber. The purpose of this decision is to avoid unnecessary delays and costs when appointing a body that manifestly lacks jurisdiction. Whereas the Commission retains its power to decide on its competence in the event of an appeal and challenge of its lack of competence.

Mr. Win Stanley also reviewed the two new articles, the second (Request for Arbitration) and the fourth (Answer to the Request for Arbitration), of the draft new rules, which amended the provisions relating to the current requirements for the filing of a case under which the arbitration begins with a record of the "Notice of Commencement of Arbitration and the Settlement of the Case", which the defendant must submit a "Statement of Defense". Otherwise, the draft new rules formulated a concept similar to that pursued by the London Court of International Arbitration (LCIA), the Singapore International Arbitration Centre (SIAC), the Arbitration Institute of the Stockholm Chamber of Commerce (SCC), where the Request for Arbitration and the Answer to a Request for Arbitration do not require a full statement of the parties' position.

The parties will always have the opportunity to present their claims and defend them in the proceedings through their subsequent written submissions. This amendment is intended to reduce the inconvenience that the defendant may experience when required to submit a full statement of defense and counterclaim within a specified, usually narrow, time limit after receiving the notice of arbitration, which may have taken months to prepare.

Mr. Win Stanley also referred to article 15 of the draft new rules (urgent exclusion of claims), noting that such measures already existed in the special rules of the Singapore International Arbitration Center (SIAC) for the year 2016 and in the draft new arbitration rules for the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). In Mr. Win Stanley's view, it is time to introduce provisions that give the commission the power to expedite urgently to exclude all or part of claims and defenses in the case which are clearly lacking legal evidence or clearly outside the commission's jurisdiction, especially as the escalation of time and costs associated with arbitration proceedings It is the subject of increasing criticism. The text of article 18 of the draft new rules contained provisions relating to the representation of the parties and followed a similar approach to the IBA Guide for 2013. Mr. Win Stanley noted that the LCIA Arbitration Rules for 2014 also include in one of its annexes "general rules of representation legal parties" and with sanctions for violations of those rules are similar to those proposed by the International Bar Association (IBA).

Antonio Barra discussed Articles 16 and 17 (seat and language of arbitration), 24 (jurisdiction of arbitration), 28 and 33 (arbitration panel fees and costs), 29 (applicable law and compensation), 37 (confidentiality) of the new draft rules that follow the corresponding provisions of the International Centre for Dispute Resolution (ICDR) Arbitration Rules for the year 2014, which included many of its unique features. For example, the new draft rules allow the chamber to continue the proceedings even if non-competence has been postponed prior to the formation of the arbitration panel, as the panel will decide on such payment. Another important feature that has been retained in the new draft rules derives from the CRTI arbitration rules, namely confidentiality. Considering that, in view of the inadmissibility of publication of an entire decision of the Chamber without the consent of the parties, it is permitted to publish a selection of provisions provided that what may indicate the identity of the parties is concealed and in accordance with the protection of the principle of confidentiality.

Among the amendments proposed by many well-known arbitration rules, Mr. Barra indicated that the new draft rules would abandon the distinction between "provisions of law" and "law" applicable to the subject-

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matter of the dispute. As is the case in some arbitration rules, including the rules of the International Centre for Dispute Resolution (ICDR), preferring to work with the term "provisions of law" throughout the new draft rules, in line with the current arbitration rules of the International Chamber of Commerce (ICC) in this regard. With respect to the determination of arbitrators' fees, the draft new rules adopted the most frequently used approach in that regard, which was to establish a timetable for determining arbitrators' fees rather than leaving the assessment of fees to the arbitrators themselves.

Professor Ziada believes that the current state of fee setting has caused avoidable friction in some cases before the Chamber. Andrea Menaker, Partner, White and Case, Washington, DC, and John Townsend, Partner, Hughes Hubbard and Red in Washington, DC, Issam Al-Tamimi is a partner of Raiis 'Al-Tamimi and their joint venture partner in Dubai, commenting on the committee's presentation.

Ms. Menaker noted that the new draft rules reflect best practices and are certainly a welcome addition to the region. In particular, he commended the straightforward method of drafting the text and the avoidance of placing references or sources that do not need or should be mentioned, which makes reading and searching the rules easy and particularly straightforward for those who do not deal with them on a continuous basis. She highlighted many provisions of the overall draft, which are aimed at making the procedures work in an efficient and timely manner. Ms. Menaker added that it is not uncommon for arbitration rules to provide guidance for the concession principle. She welcomed the rule that, in the event that the law applicable to the parties or their representatives or documents differs, the commission must apply the same law on the concession principle to all parties, with priority given to choosing the law that offers the highest level of protection. Finally, Ms. Menaker suggested that the Chamber should reconsider the decision on the waiver of the right to appeal, since, so far, the inclusion of the term "reconsideration" could be interpreted very broadly as a waiver by a party of its right to defend itself against the implementation of the arbitral award.

Mr. Tonsend noted that the project included the best elements derived from the recently amended rules of the major arbitration institutions, with particular emphasis on the International Centre for Dispute Resolution (ICDR)'s amendment of its arbitration rules in 2014, which provides the Bahrain Chamber for Dispute Resolution Rules Sophisticated and advanced arbitration.

It recommended secondary amendments to link the rules to the unique option available under the Bahrain Arbitration Law, which allows the parties to agree to conduct an arbitration in Bahrain, in accordance with the procedural law of a third country, and to give the national courts of that country exclusive jurisdiction to review the arbitral award. Thus allowing the parties to conduct the arbitration in an appropriate location in the Middle East region, according to modern rules, so that the review of the verdict is for the State courts that the parties have agreed. Mr. Al-Tamimi welcomed and highlighted the important role played by the Chamber in training and awareness raising through the organization of international events in the field of arbitration in addition to its regular leading legal review. He added that the Chamber's initiatives have encouraged the inclusion of arbitration clauses in contracts, even by those who have claims with other arbitration institutions in the region.

Mr. Al-Tamimi also stated that the new draft rules included the latest developments in arbitration and adequately reflected the legal environment in the region. The draft had reduced some of the challenges facing arbitration proceedings in the region, including the implementation of national and international arbitration decisions.

Mr. Al-Tamimi also noted that the U.S. model of the ICDR Arbitration Rules has been modified to be more consistent with the requirements of the region. For example, the rules for compelling the opponent to modify its documents to adapt them to local needs and to balance the customs and traditions of the civil and Anglo-Saxon legal systems have been modified. Finally, Mr. Al-Tamimi stressed the need for rules of procedure to expedite the process of settling smaller and complicated disputes, and supported a mechanism that would allow for the implementation of decisions rendered in emergency arbitration in the region. Mr. Richard Nemark, Senior Vice President of the American Arbitration Society at the International Centre for Dispute Resolution (ICDR/ AAA), and member of the Board of Trustees of the Bahrain Chamber for Dispute Resolution, delivered the closing address of the meeting.

A few notes from the meeting participants:

The speeches of the participants were presented at the meeting, during which Mr. William Slate II stated: << The draft of the new Arbitration Rules of the Bahrain Chamber for the Settlement of Disputes, prepared by an excellent team of experts and specialists, verified by a large number of academics and practitioners in the profession, reflects the great interest that the Bahrain Chamber has in settling disputes in arbitration proceedings.

Certainly, the experience and competence of the members of the Arbitration Rules Development Committee, composed of Messrs. Nasseeb Ziada, Antonio Barra and Adrian Win Stanley, are unsurpassed and unmatched by any tripartite commission that may be set up for the same purpose. Where the results of their work, which they have shared with us, form a basis for fundamental arbitration rules that take account of the

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requirements of the present and anticipate the demands of the future.

Lord Goldsmith QC, Head of European and Asian Litigation at Debevoise & Plimpton LLP, said:

The emergence of regional centers around the world has benefited greatly from the strengthening of arbitration practices and has helped to promote arbitration as an effective and efficient method of dispute resolution. The launch of the new arbitration rules by the Bahrain Chamber for Dispute Resolution continues this positive trend. Much effort has been devoted to the new draft rules.

These rules refer to the modern and comprehensive approach to the practice of arbitration in the region. I wish the Bahrain Chamber for the Settlement of Disputes more success with the launch of the new Arbitration Rules."

In turn, Mr. Jad Kessler, a partner at Porter Wright Morris & Arthur LLP in Washington, DC, said: "While the trend is developing in the interest of regional arbitration centers, the Bahrain Chamber of Dispute Resolution is a pioneer in this field, not only because of its leadership. Its distinguished and close cooperation with the American Arbitration Association, in addition to its excellent record in the prompt and transparent settlement of international disputes within the framework of rules and regulations for the observance of national and international law.

Mr. Alec Emerson, former head of the Dispute Resolution Group of Clyde & Co Dubai, said: "With the emergence of the Gulf region and its large number of arbitration centers. It is important for the centers wishing to excel in the performance of their work, to ensure that His firm not only focuses on the prompt and efficient management of business, but also extends to the need to constantly review and update the arbitration rules it adopts and applies.

Therefore, I welcome the new draft arbitration rules launched by the Bahrain Chamber for the Settlement of Disputes and was pleased to participate in this morning discussion session held on the sidelines of the annual conference of the International Bar Association in Washington, D.C., where the proposed amendments were reviewed by leading arbitration experts."

III. Conclusion and Proposals

1. We propose to the Bahraini legislator to prepare an advanced draft law called (the Amended Arbitration Law) which includes the most recent texts contained in the laws of the precursors in the publication of arbitration laws with the need to be guided by the Model Law on International Commercial Arbitration prepared by the United Nations Committee for the year 1985. It was amended in 2006 so that we take the provisions Relevance of our legal system with some modifications and additions that correspond to the reality of Bahrain's economic policy.
2. We suggest to the legislator to organize arbitration within the framework of regional and international institutions, as a procedural guarantee for investors and an encouraging factor for investment in Bahrain.
3. We suggest adhering to international agreements governing arbitration, in particular the 1958 New York Convention on the Recognition and Implementation of Foreign Arbitration Provisions, as well as the 1965 Washington Agreement on the Settlement of Investment Disputes between Countries and Citizens of Other Countries. Other relevant agreements in this regard, as this will encourage foreign investors to invest in Bahrain to make this clear to the foreign investor when considering the legal environment for investment in Bahrain.
4. We propose to merge international legal provisions in a manner proportionate to the privacy of the Gulf States' regional situation in the settlement of disputes and to amend the implementation of foreign judgments that are not appropriate to include. In addition to the implementation of foreign court decisions, the implementation of foreign arbitration provisions and in accordance with the requirements of the law, which will make arbitration as a procedural guarantee for the settlement of investment and other disputes highly effective.

References Références Referencias

1. Nabil Ahmed Helmy. (1983). Conciliation as a peaceful means of settling international disputes in public law. House of the Arab Renaissance.
2. Sarhan, Abdulaziz. (1971). the Middle East Problem. House of Arab Renaissance.
3. Galli, Peter. (1993). Towards a Stronger Role for the United Nations. International Politics: Cairo. Al-Ahram Centre for Political and Strategic Studies. Number 111.
4. Van Gellan, Gerhard. (1970). the law between nations. Translation by Abbas. New Horizons House: Beirut. C 1. 2nd floor.
5. Lauter, Jane and Bastandono, Michelle. (1993). International Intervention, State Sovereignty and the Future of the International Community. Translated by Muhammad Jalal Abbas. International Social Science Journal: UNESCO. Number 138.
6. Refaat, Ahmed Mohamed. (2015). Diplomatic and Consular Relations: Settlement of International Disputes. Cairo Regional Centre.
7. Mahmoud, Abdul Ghani. (1988). Interference in the case before the International Court of Justice. Arab Renaissance House.

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8. The integrative path of the Lebanese national dialogue in the parliamentary systemic approach. Directorate General of Studies and Information in Parliament: Beirut. Vol. 96. September 2015 issue.
9. Masrah, Antoine. Conflict Packaging. Beirut: An-Nahar newspaper. 26 August 2008. Issue 76.
10. Moawad, Simon. Arbitration Laws in Lebanon between Legislation and Jurisprudence (Part II). Parliamentary life. Directorate of Studies and Information in Parliament: Beirut. Vol 87. June 2013 issue.
11. Al-Musa, Muhammad Khalil. (2004). the Use of Force in Contemporary International Law. Wael Publishing House: Amman. I 1.
12. Al-Mawla, Haider. Sectarian relationship and basis of citizenship. Parliamentary life. Directorate General of Studies and Information in Parliament: Beirut. Vol 87. June 2013 issue.
13. Nafaa, Hassan. (1995). the United Nations in Half a Century: A Study of the Development of the International System since 1945. National Council for Culture and Literature: Kuwait.
14. Nguyen, Quoc. Dallier, Patrick et pellet, Alain. (1980). Droit international public. 2nd Edition. L.G. D.J: Pars
15. Virally, Michal. (2012). The Charter of the United Nations. 2nd Edition: Paris.
16. GA.LEC.37/10.
17. Evans, Malcolm. (2010). International Law. Third Edition. Oxford University Press.
18. Rousseau, Charles. (1983). Droit international public: les rapports conflictuels. Tome V. Sirey.
19. CPJI. (1924). Judgment. No. 2. Serie A. Rec.
20. ICJ. Reports. (1969). North Continental Shelf .Part3.
21. Kelsen, Hans. (1962). Pure theory of law. Translation by Charles Eisenmann. Paris: Dalloz.

– *Al-Musa, Muhammad Khalil. (2004). the Use of Force in Contemporary International Law. Wael Publishing House: Amman. I 1. P. 30.*

– *Van Glan, Gerhard. (1970). the law between nations. Translation by Abbas. New Horizons House: Beirut. C 1. 2nd floor. P. 184.*

– *Nafaa, Hassan. (1995). the United Nations in Half a Century: A Study of the Development of the International System since 1945. National Council for Culture and Literature: Kuwait. P. 208.*

22. Nguyen, Quoc. Dallier, Patrick et pellet, Alain. (1980). Droit international public. Edition 2Eme. L.G.D.J: Paris. P 777.
23. Virally, Michal. (2012). The Charter of the United Nations. 2nd Edition: Paris. P 121.
24. Op. cit. P 122.
25. GA.LEC.37 / 10. P19.
26. Evans, Malcolm. (2010). International Law. Third edition. Oxford University Press. P 19.
27. Galli, Peter. (1993). Towards a Stronger Role for the United Nations. International Politics: Cairo. Al-Ahram Centre for Political and Strategic Studies. Number 111. p. 11.
28. Rousseau, Charles. (1983). Droit international public: les rapports conflictuels. Tome V. Sirey. P 257.
29. Nguyen, Quoc and Diont et al. Op. cit. P 778.
30. Lauter, Jane and Bastandono, Michelle. (1993). International Intervention, State Sovereignty and the Future of the International Community. Translated by Muhammad Jalal Abbas. International Social Science Journal: UNESCO. Number 138. p. 81.
31. CPJI. (1924). Stop. No2. Serie A. Rec. P 15.
32. ICJ. Reports. (1969). Northern Continental Shelf, Part 3. P 85.
33. Rousseau, Charles. Op. cit. P 261.
34. Refaat, Ahmed Mohamed. (2015). Diplomatic and Consular Relations: Settlement of International Disputes. Cairo Regional Centre. P. 80.
35. Previous reference. P. 83.
36. Evans, Malcolm. (2010). International Law. Op. cit. P 564.
37. Helmy, Nabil Ahmed. (1983). Conciliation as a peaceful means of settling international disputes in public law. House of the Arab Renaissance. P. 87.
38. Rousseau, Charles. Op. cit. P 314.
39. Settlement of International Disputes. Previous reference. P. 89.
40. Mahmoud, Abdul Ghani. (1988). Interference in the case before the International Court of Justice. Arab Renaissance House. P. 13.
41. Settlement of International Disputes. Previous reference. P. 112.
42. Kelsen, Hans. (1962). Pure theory of law. Translation by Charles Eisenmann. Paris: Dalloz. P 299.
43. Sarhan, Abdulaziz. (1971). The Middle East problem. Maison de la Renaissance arabe. P. 133.

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