THE IMPORTANCE OF SELECTING AN ARBITRATOR AND THE PROCEDURES FOR HIS RESPONSE

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Abstract:

The will of the parties involved plays a significant role in selecting the arbitrator or arbitration institution that will resolve disputes arising from their contractual relationships. The parties may choose arbitrators who possess expertise, particularly in areas such as technology contracts and other medical and engineering specialties. Additionally, the fundamental quality and reputation of these arbitrators for neutrality and independence in performing their duties is crucial. It is also essential that they are of legal age and enjoy full civil and political rights. Some modern legislations require that the arbitrator be of a nationality different from that of the disputing parties. Moreover, the parties may address the issue of recusal of the arbitrator in the arbitration agreement or under the applicable procedural law if there exists a reason that may affect the arbitrator's neutrality and independence.

***Keywords**: Arbitrator recusal, Arbitrator independence, Arbitrator neutrality, Arbitrator's scientific and professional competence.*

INTRODUCTION

Arbitration plays an important role in international commercial relations, with multinational companies and states increasingly including it in their contracts. In addition, individuals and national companies now include arbitration in agreements between themselves or with individuals. Domestic arbitration has spread within states among their citizens because of its advantages over recourse to the courts, in particular the speed of dispute resolution, the competence of the arbitrators and the confidentiality of their judgments.

The will of the parties is crucial in the arbitration process, leading some legal scholars to emphasise its contractual nature. They choose the place of arbitration, the procedural law to be followed by the arbitrators and the substantive law to be applied. The will of the parties also plays a role in the formation of the arbitral tribunal and the selection of the arbitrators.

Individuals choose qualified arbitrators known for their integrity, ensuring that they have the necessary competence. Their role is similar to that of a judge and requires elements of independence. This raises questions when there are doubts about an arbitrator's neutrality and independence. What procedures are in place to challenge arbitrators?

To address this issue, this research is divided into two sections:

Section One: Pros and Cons of Arbitration

Section Two: Requirements for arbitrators and procedures for their challenge

Section One: Pros and Cons of Arbitration

Arbitration and litigation share the same objective: to resolve disputes that may arise between the parties to a legal relationship with a final decision that has the force of res judicata, i.e. is binding on the parties. However, arbitration has its advantages and disadvantages, which will be discussed below:

Subsection One: Advantages of Arbitration

Economic operators, particularly in international trade, may prefer to use arbitration in their relations rather than the courts, even though both serve the same function of resolving disputes. This preference is due to several advantages offered by arbitration:

Speed of resolution

Most parties involved in international trade prefer arbitration because of the speed with which disputes can be resolved, as opposed to the court system, which is often characterised by delays. The multi-stage nature of litigation can result in lengthy proceedings that can take years to complete. In contrast, arbitration resolves disputes in a shorter time frame and its decisions are generally not subject to appeal. Some legislations even set a time limit for the resolution of disputes if the arbitration route is chosen.

For example, Article 1018 of the Algerian Code of Civil and Administrative Procedure states: "The arbitration agreement is valid even if no time limit is set for its conclusion. In this case, the arbitrators shall complete their task within four months from the date of their appointment or from the date of notification to the arbitral tribunal".

Similarly, Article 45 of the Egyptian Arbitration Law No. 27 of 1994 states: "The arbitral tribunal shall issue an award resolving the entire dispute within the period agreed upon by the parties. In the absence of an agreement, the award shall be issued within twelve months from the date of commencement of the arbitration...".

In addition, the International Chamber of Commerce in Paris, in its internal rules, has set a time limit for the arbitrators to issue their awards, which may not exceed six months[1].

Some legal scholars argue that court judgments contain an element of coercion and compulsion, whereas arbitral awards are characterised by the voluntary acceptance and agreement of the parties involved. For this reason, the enforcement of arbitral awards usually does not require an appeal, as the party against whom the award has been made often accepts the decision[2].

Some scholars argue that an arbitral award is the result of a collective effort involving both the disputing parties and the arbitrators. This award does not condemn one party, but may favour one over the other in interpreting a term or condition of the existing legal relationship between the parties. This is in contrast to litigation, where a dispute may arise simply by resorting to the courts, often based on the use of skills and manipulation that may result in the loss of rights for one party[3].

Competence of arbitrators

One of the advantages of arbitration for the parties is the ability to select arbitrators who are experts in the fields relevant to the dispute, which helps to resolve the matter quickly. A judge may not be qualified to resolve the dispute without consulting experts; an arbitrator, on the other hand, may be an engineer, a doctor, or a craftsman, among others, whereas a judge typically has only legal expertise[4].

Confidentiality

Judicial proceedings are characterised by their public nature, with hearings open to the public and judgments published in legal journals. Publicity is a fundamental principle of litigation, as opposed to arbitration, where parties are keen to maintain the confidentiality of their agreement due to the importance of reputation and significant commercial interests[5]. In certain contracts, parties may prefer to lose their case rather than disclose trade secrets, particularly in technology transfer agreements or patent licensing. Tribunals are usually attended only by the parties or their representatives, and the parties may agree not to publish the award.

Section Two: Disadvantages of Arbitration

Some scholars view arbitration as a necessary evil, a mechanism within the capitalist system used by developed countries to ensure their dominance and prosperity while keeping Third World countries in a state of dependency and underdevelopment, especially when they are the weaker

[1]- A. Hassan Nofal, Arbitration in Administrative Contract Disputes, Dar Houma, 2017, p. 18.

[2]- Dr Fawzi Muhammad Sami, International Commercial Arbitration, Dar Al-Thaqafa, 2007, p. 16.

[3]- Muhammad Mukhtar Ahmad Labarbi, International Commercial Arbitration, Dar Al-Nahda Al-Arabiya, 3rd edition, 2004, p. 10.

[4]- A. Lazhar Ben Said, International Commercial Arbitration, Dar Houma, 2nd edition, 2014, p. 38.

[5]- A. Abd Al-Basit Muhammad Al-Wasi' Al-Farasi, The Legal System of the Arbitration Agreement, Modern University Office, 2nd edition, 2008, p. 52.

party in international trade relations. Arbitration is seen as a new form of colonialism, replacing military intervention. The rules and regulations governing arbitration centres and institutions are often created by developed countries to prevent national courts in developing countries from adjudicating international trade disputes, particularly those involving multinational corporations.
Furthermore, some scholars argue that the enactment of national legislation governing arbitration has become a requirement imposed on developing countries; otherwise they risk losing international aid and support from institutions such as the International Monetary Fund, the World Bank and various United Nations agencies tasked with assisting these nations.

Section Two: Requirements for arbitrators and procedures for their removal

The composition of the arbitration panel shall be governed by two principles:
1. The will of the disputing parties shall be the primary factor in the selection of the panel. Once the arbitrators or the method of their appointment has been chosen, the parties are bound by this agreement.
2. There shall be equality between the parties in the selection of the arbitrators; one party shall not have an advantage over the other.

Subsection One: Conditions for the Selection of Arbitrators

Some scholars argue that the principle of autonomy of will is paramount in the arbitration process, and any violation of this principle may lead to nullity[1]. While the parties may agree to use arbitration to resolve future disputes, one of the most critical aspects of arbitration is the selection of the individuals who will administer the arbitration. The selection process differs depending on the type of arbitration agreed upon.
Parties may choose institutional arbitration, which means that they choose a recognised arbitration institution with its own specific rules, or one that follows statutory rules agreed by the parties. These rules determine how arbitrators are appointed. In addition, arbitration institutions usually maintain a pre-prepared list of individuals who are experienced and specialised in various fields and allow the parties to the dispute to choose arbitrators from this list. They also have the right to choose individuals not on the list[2].
Some legal scholars argue that arbitrators are not parties to the arbitration agreement and therefore are not bound to participate in the arbitration unless they accept the appointment. This acceptance by the arbitrators to proceed with the arbitration requires another contractual relationship, governed by the law of will, which is entirely separate from and independent of the arbitration agreement[3].

First: Competence of the Arbitrator

It is a requirement that the arbitrator possesses full legal capacity and is free from any mental or psychological impairments. It is inconceivable for the disputing parties to choose an insane or incompetent individual as an arbitrator. The French legislator has stipulated that an arbitrator must be competent and enjoy full civil rights, as outlined in Article 1451 of the French Civil Procedure Code, which addresses domestic arbitration. However, the French legislator did not address this matter in the context of international commercial arbitration.
The Algerian legislator, in Article 1014 of the Algerian Civil Procedure Code, states: “The task of arbitration may not be assigned to a natural person unless they possess their civil rights.”
The Egyptian legislator, however, is more precise in Article 16, Paragraph 1 of Law No. 27 of 1994 concerning arbitration, which states: “An arbitrator may not be a minor, under guardianship, or deprived of their civil rights due to a conviction for a felony or a misdemeanor that undermines honor, or due to bankruptcy unless their rights are restored.”

[1]- Dr. Mounir Abdul Hamid, General Principles of International and Domestic Arbitration, Police Press, 2005, p. 143.
[2]- Dr Fawzi Muhammad Sami, op. cit.
[3]- Dr. Mounir Abdul Majid, op. cit., p. 144.

Some scholars argue that "there is no prohibition against appointing a minor as an arbitrator in some cases where the minor may be more suitable than others, such as being a trader or having expertise in certain commercial transactions[1]."

Conversely, another group of scholars contends that "a minor who has reached the age of eighteen may be authorized to manage their own property or engage in trade despite being a minor, as they may possess experience that qualifies them to resolve disputes and may be much more capable than some adults.[2]"

However, the law sometimes prohibits specific individuals from practicing arbitration, as stipulated by the Egyptian legislator in Article 63, Paragraph 2 of the Judicial Authority Law, which states: "A judge may not serve as an arbitrator without the approval of the Supreme Council of Judicial Bodies, even without remuneration, even if the dispute is not before the courts."

Second: Neutrality and independence

Most modern legislation does not explicitly define the elements of neutrality and independence, leaving this task to scholarly opinion and judicial interpretation. The Algerian legislator has stated in Article 1015 of the Algerian Code of Civil Procedure: "If the arbitrator is aware of a reason for recusal, he shall inform the parties and shall not proceed with his duties without their consent".

In addition, Article 1016 of the same Code provides: "If circumstances give rise to a legitimate doubt as to the arbitrator's independence, in particular because of a direct or indirect economic or family interest with one of the parties".

The Egyptian legislator also addresses the elements of neutrality and independence in Article 16(3) of the Arbitration Law, which states: "The acceptance of arbitrators to perform their duties shall be disclosed, and they shall disclose any circumstances that may give rise to doubts as to their independence or neutrality.[3]"

Some scholars find it difficult to distinguish between these terms. Neutrality has been defined by some as "the absence of bias or inclination towards one of the parties to the dispute because of an existing relationship such as kinship or interest"[4].

The Egyptian Court of Cassation ruled on 22 February 2022 (Case No. 13892), stating that: "The neutrality of the arbitrator means that he does not take sides with one party or against another, which creates a real risk of potential bias towards one side or raises justified doubts in this regard[5]."

Some scholars assert that "the neutrality of the arbitrator requires him or her to refrain from contacting any party to the arbitration to discuss the dispute at hand after the proceedings have commenced, even if that party has selected him or her as arbitrator. However, a casual meeting with a party without discussing the matter could raise doubts as to the arbitrator's neutrality".

Independence, on the other hand, means that "the arbitrator should have no connection or interest with any of the parties or their representatives or with the subject matter of the dispute, and this independence must remain intact until the award is rendered". Indicators of an arbitrator's independence include the absence of financial ties or professional relationships with the parties to the dispute[6]".

It is difficult to distinguish between the concept of independence and the element of neutrality, but some scholars argue that "this confusion is unacceptable. Independence means a lack of

[1]- Dr. As'ad Fadhil Mandil, Provisions of the Arbitration Contract and Procedures, Zain Legal Publications, 2011, p. 116.

[2]- Dr. Lazhar Ben Said, op. cit., p. 148.

[3]- Dr Muhammad Kula, The Development of International Commercial Arbitration in Algerian Law, Baghdad Printing House, 2008, p. 180.

[4]- Dr Fathi Wali, Arbitration Law, Al-Ma'arif Establishment, 1st edition, 2007, p. 245.

[5]- A. Asma Sayyid Abdullah Ismail, The Concept of Neutrality and Independence of the Arbitrator, article published in the Law Journal, No. 3, p. 89.

[6]- Dr. Lazhar Ben Said, op. cit., p. 163.

subordination, while neutrality is a psychological state that is not easy to prove, as is the case with proving a lack of independence and the existence of a subordinate relationship[1]".

A decision by the Tunisian Court of Appeal on 10 December 2013, in case number 40438, highlighted this issue. The court noted that the arbitrators, together with an expert, were involved in training activities at the "Arbitration Academy" in Paris, which is funded by the law firm representing one of the parties. The Tunisian Court of Appeal annulled the award issued by the International Chamber of Commerce, stating that "this relationship could give rise to doubts on the part of the claimant as to the independence and neutrality of the arbitral tribunal vis-à-vis the claimant[2].

It is easier to prove the lack of independence of an arbitrator than the lack of neutrality. The links between the arbitrator and one of the parties often have tangible manifestations that may sufficiently raise doubts about the arbitrator's independence, even if these links are not strong enough to lead to the arbitrator's bias or lack of neutrality. In contrast, the determination of an arbitrator's neutrality is more complex and precise, as it reflects a psychological and mental disposition that rarely has external indicators[3].

Third: Nationality of the arbitrator

Article 18(4) of the Arab Convention on Commercial Arbitration of 14 April 1987 states: "The arbitrators appointed by the Office shall not be nationals of any of the parties..."[4]. Similarly, Article 22(2) of the Arab Agreement on the Settlement of Investment Disputes, dated 6 December 2000, states: "It shall be a condition of the request for suspension or arbitration... that the arbitrator shall not be a citizen of the State party to the dispute at the time of registering his consent, except in the case of a legal entity having its principal branch abroad and holding the nationality of another member state..." ....

However, some arbitration rules and centres make a distinction between arbitrators from the parties to the dispute and a sole arbitrator or chairman of the arbitral tribunal, requiring the latter to be of a different nationality. This is reflected in the rules of the Cairo Regional Centre for International Commercial Arbitration and the rules of the United Nations Commission on International Trade Law (UNCITRAL)[5]. The principle is that the parties have complete freedom to choose the person responsible for the arbitration, based on the trust and integrity they possess to achieve justice.

Certain international conventions have expressly permitted the appointment of foreign persons as arbitrators. For example, Article 3 of the 1961 European Convention states that "foreigners may be appointed as arbitrators in arbitrations governed by this Convention" [6].

Some scholars argue that "the nationality of the arbitrators has a significant impact on their independence and position, which in turn is reflected in their decisions on the dispute. This is due to the fact that the nationality of the arbitrator implies affiliation with a legal, political and economic system that may be quite different from that of the parties. The difference in the nationality of the arbitrators may be influential in that it affects their legal culture and background, since arbitrators cannot be divorced from their cultural environment. The parties must consider that the religious, ethnic and political roots of the arbitrator cannot be overlooked.[7]"

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[1]- Dr. Nadia Muhammad Maawad, International Commercial Arbitration, Dar Al-Nahda Al-Arabiya (Cairo), 2001, p. 23.

[2]- Dr Hamoud Mokhtar Barabri, International Commercial Arbitration, Dar Al-Nahda Al-Arabiya, 3rd edition, 2004, p. 88.

[3]- Dr Touma Klay, Arbitration and Alternative Dispute Resolution Methods, Global Arbitration Journal, Al-Halabi Legal Publications, p. 55.

[4]- Dr Asma Sayyid Ahmad Abdullah Ismail, op. cit. p. 1316.

[5]- Waseem Hossam Al-Din Al-Ahmad, International Treaties and Agreements on Arbitration, Dar Ghaida, 1st edition, 2019, p. 135.

[6]- Lazhar Ben Said, op. cit., p. 171.

[7]- Dr Fawzi Muhammad Sami, op. cit. p. 153.

Fourth: Competence of the arbitrator

Some legal scholars argue that "knowledge of substantive law is not a necessary requirement for an arbitrator, and therefore legal expertise is not an essential element of the arbitral process. They claim that it is permissible for an arbitrator to lack legal experience and knowledge, and that an arbitrator's legal knowledge and experience do not affect the concept of arbitration; therefore, any errors in this regard will not have any significant effect"[1].

Article 14 of the Arab Convention on Commercial Arbitration of 14 April 1987 states: "The board of directors shall annually draw up a list of arbitrators who shall be distinguished jurists or persons with extensive knowledge and experience in trade, industry or finance, and who shall be of high moral character and good reputation. The arbitrators shall take an oath before taking up their duties[2].

Most legislations leave the question of the competence of arbitrators to the discretion of the disputing parties, as is the case in both Algerian and Egyptian law. The Algerian Code of Civil and Administrative Procedure states in Article 1416 that "an arbitrator may be rejected if he does not possess the qualifications agreed upon by the parties".

However, some legislations explicitly consider this issue as a fundamental element. For example, Saudi legislation, in Article 4 of the Royal Decree, states that "an arbitrator shall be experienced, of good character and conduct, and have full legal capacity..."[3].

The requirement for expertise and competence has thus become a fundamental condition that the arbitrator must meet. This issue has contributed to the speedy resolution of disputes in arbitration due to the professional expertise of the arbitrator.

In addition, some scholars advocate that "at least one of the arbitrators should be a lawyer, as the application of legal rules and the drafting of the award are specialised matters best handled by a legal expert. It is preferable for the presiding arbitrator to be a legal professional[4].

Subsection Two: Procedure for Removal of an Arbitrator

The general rule is that when a person is appointed as an arbitrator, they are under no obligation to accept the role; they are completely free to accept or decline. If they choose to accept, they are obliged to carry out that duty until the dispute is resolved. This acceptance is usually explicit, although the legislator has not prescribed a specific formal procedure to be followed.

Some scholars argue that "once the arbitrator has accepted the role, he effectively becomes a judge in lieu of the competent court, charged with resolving the dispute before him. Failure to fulfil this duty may result in delays which may be prejudicial to the parties involved.[5]"

However, there are exceptions to this general rule, which allow the arbitrator to request to be excused from his or her duties after acceptance, provided that there are valid reasons for such a request. These reasons may include serious illness, travel or any other impediment that would prevent them from fulfilling their assigned responsibilities. In such cases, the parties may need to reconstitute the arbitral tribunal by appointing another arbitrator.

Some legal scholars argue that "an arbitrator may be removed in the same manner as a judge if circumstances arise which deprive him of the qualifications necessary for valid adjudication or arbitration, such as insanity, fainting, muteness or any other condition which prevents him from acting as an arbitrator"[6].

In addition, an arbitrator may be subject to a request for recusal by one of the parties to the dispute for a variety of reasons. This challenge can be seen as "essentially a motion to invalidate

[1]- Dr Lazhar Ben Said, op. cit., p. 170.

[2]- Dr. Hiwa Ali Hussein, Commercial Arbitration within the Framework of the World Trade Organization, Dar Al-Kutub, 2019, p. 85.

[3]- Waseem Hossam Al-Din Al-Ahmad, op. cit., p. 133.

[4]- Dr Fawzi Omar Salem, op. cit. p. 153.

[5]- Dr Lazhar Ben Said, op. cit. p. 170.

[6]- Dr As'ad Fadhil Mandil, op. cit. p. 85.

the constitution of the arbitral tribunal"[1]. The grounds for challenge are not limited to rigid frameworks or specific texts; rather, the authority responsible for deciding on the challenge should have broad discretion to assess the validity of the concerns raised about the arbitrator's neutrality[2].

A potential problem arises if the grounds for challenge are deemed insufficient or if the parties disagree about the challenge. If one party insists on recusal while the other party opposes it, and the arbitration rules do not address the issue, either party may seek a court decision on the issue of recusal.

Article 1016 of the Code of Civil and Administrative Procedure states: "An arbitrator may be challenged in the following cases:

- If he does not possess the qualifications agreed upon by the parties.
- If there is a ground for challenge specified in the arbitration agreement approved by the parties.
- If circumstances give rise to legitimate doubts as to his independence, in particular because of an interest or economic or family relationship with one of the parties, either directly or through an intermediary".

The Algerian legislator has provided three grounds for challenging an arbitrator, unlike the Egyptian legislator who has provided only one ground in Article 18(1) of the Egyptian Arbitration Law, which states: "An arbitrator may be challenged only if circumstances arise which give rise to serious doubts as to his impartiality or independence". The French legislator, on the other hand, requires a ground for challenging an arbitrator without specifying these cases; however, "the prevailing opinion in French jurisprudence and practice is that the grounds for challenging judges are also applicable to challenging arbitrators and that an arbitrator may be challenged on the same grounds as a judge"[3].

Furthermore, Article 1016(2) of the Code of Civil and Administrative Procedure states that an arbitrator appointed by one of the parties to the dispute may not be challenged unless there is a serious reason which was not known until after his appointment.

However, a problem may arise if the reason for the challenge is insufficient or if there is disagreement between the parties regarding the challenge. If one party insists on the challenge and the other party objects, and the arbitration rules do not deal with the issue, either party may apply to the court to resolve the issue of challenging the arbitrator[4].

However, the Algerian legislator has not clarified the procedures for the recusal of an arbitrator, unlike the Egyptian legislator, which provides in Article 19 of the Egyptian Arbitration Law that a written request for recusal must be submitted to the arbitral tribunal within 15 days of the formation of the tribunal, stating the reasons for the recusal[5]. If the arbitration panel rejects the request, the party seeking recusal may appeal to the court within 30 days of the issuance of the decision, and the court's decision is not subject to appeal.

Importantly, the filing of a challenge does not suspend the arbitration. However, if the arbitrator is recused - whether by the arbitral tribunal or by the court on review of the challenge - the entire arbitration, including the award, is nullified as if it had never taken place.

If an arbitrator's seat becomes vacant for reasons such as withdrawal, death, resignation or travel, the arbitrator shall be replaced in accordance with the same procedures used for appointment. The parties to the dispute are expected to cooperate and ensure that the arbitration process is not impeded, with a view to a prompt resolution of the dispute[6].

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[1]- Dr Yosuf Hussein, International Arbitration, Al-Wafa Legal Library, p. 133.

[2]- Dr Mounir Abdul Hamid, op. cit. p. 148.

[3]- Dr Asaad Fadhil Mandil, op. cit., p. 140.

[4]- Dr. As'ad Fadhil Mandil, op. cit. p. 144.

[5]- Article 1016(2) of the Code of Civil and Administrative Procedure states: "In the event of a dispute, if the arbitration rules do not provide for the procedure of challenge, or if the parties have not attempted to resolve the procedure of challenge, the judge shall decide on this matter by an order based on the request of the interested party. This order is not subject to appeal".

[6]- Dr Mounir Abdul Majid, op. cit., p. 151.

CONCLUSION

In view of the important role played by the arbitrator, the parties to a dispute seek to form an arbitral tribunal composed of arbitrators who meet certain criteria. The parties take care to select arbitrators on the basis of these criteria, especially if they have established a good reputation and good character.

Arbitral institutions therefore prepare special lists of arbitrators to assist the parties in the selection process. It is preferable for the arbitrator to be fully qualified, to have a reputation for neutrality and independence in his decisions and to be free from any doubts that might tarnish his reputation. In addition, the arbitrator should have the necessary expertise, particularly in relation to the specific dispute at hand, such as a technical expert in accounting, infectious diseases or technology contracts.

On this basis, the parties to the dispute shall establish rules for the recusal of the arbitrator or, in cases where procedural rules recognised by arbitral institutions are chosen, they may rely on such rules, which shall include procedures for the recusal of the arbitrator on serious grounds that may affect the neutrality and independence of the arbitrator.

Modern legislation has enumerated a number of grounds for recusal; however, if the arbitral tribunal rejects the request for recusal, any interested party may have recourse to the judiciary to uphold the request for recusal. In this case, the judge has the discretion to decide on the request by means of a non-appealable decision.

REFERENCES

1. Dr Mounir Abd ell Majid, General Principles of International and Domestic Arbitration. Police Press, 2005.
2. Dr Fawzi Muhammad Sami, International Commercial Arbitration, Dar Al-Thaqafa, 2008.
3. Dr Asaad Fadhil Mandil, The Provisions of the Arbitration Contract and Its Procedures, Zain Legal Publications, 2011.
4. Dr Muhammad Kola, The Development of International Commercial Arbitration in Algerian Law, Baghdad Printing House, 2008.
5. Dr Fathi Wali, Arbitration Law, Al-Ma'arif Establishment, first edition, 2007.
6. Mrs Asma Sayyid Ahmad Abdullah Ismail, The Concept of Neutrality and Independence of the Arbitrator. Article published in the Law Journal.
7. Dr Lazhar Ben Said, International Commercial Arbitration, Dar Houma, second edition, 2014.
8. Dr Nadia Muhammad Maawad, International Commercial Arbitration, Dar Al-Nahda Al-Arabiya (Cairo), 2001.
9. Muhammad Mokhtar Ahmad Labarbi, International Commercial Arbitration, Dar Al-Nahda Al-Arabiya, third edition, 2004.
10. Dr Touma Klay, Arbitration and Alternative Dispute Resolution Methods, Global Arbitration Journal, Al-Halabi Legal Publications.
11. Wassim Hossam Al-Din Al-Ahmad, International Treaties and Agreements on Arbitration, Dar Ghaida, first edition, 2019.
12. Dr. Hiwa Ali Hussein, Commercial Arbitration under the World Trade Organisation, Dar Al-Kutub, 2019.
13. Youcef Hassan Youcef, International Arbitration, Al-Wafa Legal Library.

Legal Journals

14. Global Arbitration Journal, Al-Halabi Legal Publications.
15. Legal Journal (A specialised journal for legal studies and research), Volume 13, Issue 5, published August 2022.