

---

# Journal of International Arbitration

**KLUWER LAW**  
INTERNATIONAL

A WoltersKluwer Company

---

---

Published by *Kluwer Law International*  
P.O. Box 316  
2400 AH Alphen aan den Rijn  
The Netherlands

Sold and distributed in North, Central and South  
America by *Aspen Publishers, Inc.*  
7201 McKinney Circle  
Frederick, MD 21704  
United States of America

Sold and distributed in all other countries  
by *Turpin Distribution*  
Pegasus Drive  
Stratton Business Park, Biggleswade  
Bedfordshire SG18 8TQ  
United Kingdom

ISSN 0255-8106  
© 2008, Kluwer Law International

This journal should be cited as (2008) 25 *J. Int. Arb.* 2

The *Journal of International Arbitration* is published six times per year.  
Subscription prices for 2008 [Volume 25, Numbers 1 through 6] including postage and handling:  
EUR662/USD874/GBP486 (print)

This journal is also available online at [www.kluwerlawonline.com](http://www.kluwerlawonline.com).  
Sample copies and other information are available at [www.kluwerlaw.com](http://www.kluwerlaw.com).  
For further information at please contact our sales department at +31 (0) 172 641562 or at  
[sales@kluwerlaw.com](mailto:sales@kluwerlaw.com).

For advertisement rates please contact our marketing department at +31 (0) 172 641525 (Marina Dordic)  
or at [marketing@kluwerlaw.com](mailto:marketing@kluwerlaw.com).

All rights reserved. No part of this publication may be reproduced, stored in a retrieval system,  
or transmitted in any form or by any means, mechanical, photocopying,  
recording or otherwise, without prior written permission of the publishers.

Permission to use this content must be obtained from the copyright owner.  
Please apply to: Permissions Department, Wolters Kluwer Legal, 76 Ninth Avenue, 7th floor,  
New York, NY 10011, United States of America.  
E-mail: [permissions@kluwerlaw.com](mailto:permissions@kluwerlaw.com). Website: [www.kluwerlaw.com](http://www.kluwerlaw.com).

The *Journal of International Arbitration* is indexed/abstracted in the *European Legal Journals Index*.

---

---

Printed on acid-free paper

## Arbitration in Jordan: From Old to New

Omar M.H. ALJAZY\*

*There has been a significant change in arbitration in recent years and most of the Arab countries have changed or amended their arbitration laws and continue to do so in response to the needs of the business community. This article examines the extent to which the Arab laws and courts have adopted and accommodated international and modern standards of international commercial arbitration within their own legal environment, bearing in mind that the Arab legal systems have been mainly influenced by Shari'a. Specifically this article sheds light on the use of arbitration in Jordan and makes reference to the Egyptian law for comparison.*

### I. INTRODUCTION

With the recent globalization of the world economy, the world has witnessed a phenomenal rise in commercial disputes crossing national borders. In order to settle such disputes, the world needed an effective and consistent regime of rules. In response to this need, modern standards of arbitration have emerged and various countries implemented legislation adopting these standards.

Arbitration in the Arab world has adapted by following this trend. The modernization of Arab legislation is evidenced by the ratification of the New York Convention on Recognition and Enforcement of Foreign Arbitral Awards of 1958 ("New York Convention")<sup>1</sup> and other conventions that adopt arbitration as one of the main means for settling disputes, such as the Convention on the Settlement of Investment Disputes between States and Nationals of Other States of 1965 ("Washington Convention").<sup>2</sup> Furthermore, it is rare to find any bilateral investment treaty (BIT) involving an Arab party that does not include an arbitration clause.

The objective of this article is to examine the extent to which the Arab laws and courts have adopted and accommodated international and modern standards of international commercial arbitration within their own legal environments. This examination was conducted bearing in mind that the Arab legal systems have been mainly influenced by Shari'a and other legal systems. It should be understood that the main reason for studying arbitration under Shari'a, before analyzing the specific arbitration laws, is that Shari'a still

\* Managing Partner, Aljazy & Co. Advocates and Legal Consultants, Amman/Jordan; BA in Law (University of Jordan); MA in International Business Law (London Guildhall University); Ph.D. (University of Kent at Canterbury); MCI Arb.; Lawyer and Legal Consultant; Part-time Lecturer, University of Jordan. An earlier version of this article served as the basis for a presentation by the author at the French Cour de Cassation Conference, Aspects of International Arbitration in the Law and Practice of Arab Countries, Paris, June 13, 2007. The author can be contacted at <aljazzy@aljazy.com>.

<sup>1</sup> Convention on the Recognition and Enforcement of Foreign Arbitral Awards, June 10, 1958, 330 U.N.T.S. 3, 21 U.S.T. 2517.

<sup>2</sup> Convention on the Settlement of Investment Disputes between States and Nationals of Other States, March 18, 1965, 17 U.S.T. 1270.

forms, at least theoretically, one of the main sources of law, especially in those Arab countries that do not have constitutions.<sup>3</sup>

In general, in response to the recent evolution in arbitration, many countries have amended or changed their arbitration laws. In the case of the Arab countries, two trends have prevailed. Some countries, such as Lebanon, Algeria, and Tunisia, have followed the French tradition. Other countries, such as Egypt, Bahrain, and Jordan, have adopted the Model Law on International Commercial Arbitration ("Model Law") endorsed by the United Nations Commission on International Trade Law (UNCITRAL).<sup>4</sup> This article will focus on those Arab jurisdictions that have adopted the Model Law.

Specifically, this article will attempt to shed light on the use of arbitration in Jordan by examining Jordan's application of the Model Law through the Jordanian Arbitration Act No. 31 of 2001 ("Jordanian Arbitration Act").<sup>5</sup> The intention is not only to highlight the most important features of the Jordanian Arbitration Act which focus on the endorsement of the Model Law, but also to discuss where the Jordanian Arbitration Act has departed from the Model Law. Furthermore, the article will assess the reception in Arab jurisdictions of the modern norms established in the sphere of international commercial arbitration, focusing in particular on Jordan and Egypt.

## II. RELIGION AND ARBITRATION

In the Arab Middle East, religious considerations play a major role in both the acceptance and success of the arbitral process. By examining the main features of arbitration in the Shari'a, we can understand the legal environment that governs arbitration in the Arab countries. As Samir Saleh put it, "Arbitration Law under Arab Systems cannot be fully understood without the preliminary study of [Shari'a] as a common background. Behind the Statutes of most Arab Countries and in the mind of an Arab Party, counsel or arbitrator, lies a rich layer of Shari'a. Without a working knowledge of this, a western jurist cannot grasp the essence of arbitration in the Arab Middle East."<sup>6</sup>

Islam utilizes arbitration as a method for settling disputes in several different situations set forth in the Qura'n and Sunna. Arbitration is specifically sanctioned in the following instances:

- (1) In case of a dispute between husband and wife, two arbitrators can be appointed to settle the conflict.<sup>7</sup> This is solid evidence that arbitration in family matters is explicitly provided for in the Qura'n.

<sup>3</sup> SAMIR SALEH, *COMMERCIAL ARBITRATION IN THE ARAB MIDDLE EAST* 4 (2d ed. 2006).

<sup>4</sup> U.N. Doc. A/40/17, Annex I, adopted by the United Nations Commission on International Trade Law on June 21, 1985.

<sup>5</sup> Jordanian Arbitration Act No. 31 of 2001, 4496 JORDANIAN OFF. GAZ. 2821 (2001) [hereinafter "Jordanian Arbitration Act"].

<sup>6</sup> SALEH, *supra* note 3, at 1.

<sup>7</sup> Surah al-Nisa 4:35.

- (2) It is established in the Qura'n that if any person is authorized to settle a dispute, this person is authorized to render a binding judgment. Based on this, arbitral awards settling disputes must be binding upon the disputing parties.<sup>8</sup> This is also supported by the linkage between faith and the adherence to the outcome of the arbitration.<sup>9</sup>

Additionally, it is set forth in the Sunna that Prophet Mohammad acted as an arbitrator to settle conflicts between tribes and individuals on several occasions.<sup>10</sup>

### III. A BRIEF HISTORY OF ARBITRATION IN JORDAN

Jordan is considered a unique example among Arab countries when it comes to arbitration. Jordan is distinguished by the fact that it was the first country to issue legislation governing arbitration when it enacted the Palestinian Arbitration Law of 1933, which was then replaced by the Jordanian Law on Arbitration of 1953 ("1953 Arbitration Law").<sup>11</sup> In contrast, most of the other Arab countries have embedded the provisions governing arbitration matters within their own codes of civil procedure, such as Syria and Lebanon. The 1953 Arbitration Law was evidently influenced by English law, unlike arbitration law in most of the Arab countries where the laws are influenced by French law. Furthermore, Jordan was among the leading Arab countries that ratified the 1954 Convention on the Enforcement of Judgments between the Arab Countries<sup>12</sup> that was later replaced by the Riyadh Convention for Judicial Cooperation of 1983.<sup>13</sup> In 1972, Jordan joined the Washington Convention, which established the International Center for the Settlement of Investment Disputes (ICSID). A few years later, in 1979, Jordan also joined the New York Convention.<sup>14</sup>

### IV. JORDAN'S ADOPTION OF THE JORDANIAN ARBITRATION ACT IN 2001

With Jordan's emergence as an important business centre in the Arab Middle East region, it recognized both the need for expeditious and efficient alternative means of resolving commercial disputes and the significant role that arbitration plays in international

<sup>8</sup> *Id.* at 4:85.

<sup>9</sup> *Id.* at 4:65.

<sup>10</sup> NARIMAN ABDULKADER, *ITTIFAK AL TANKEEM* 93-94 (1996).

<sup>11</sup> Originally, Jordanian law was based on Ottoman Law, or the "Medjella," which is the first codification of Shari'a under the Ottoman Empire. In 1976, the Jordanian Civil Code was issued, and the "Medjella" was replaced on January 1, 1977. See ABDUL HAMID EL AHDAB, *ARBITRATION WITH THE ARAB COUNTRIES* 332 (1990); Law of Arbitration No. 18, 1131 JORDANIAN OFF. GAZ. (Jan. 17, 1953).

<sup>12</sup> Convention on the Enforcement of Judgments Between the Arab Countries of 1954, 1195 JORDANIAN OFF. GAZ. (Sept. 1, 1954).

<sup>13</sup> Riyadh Convention for Judicial Cooperation of 1983, 3329 JORDANIAN OFF. GAZ. (July 16, 1985).

<sup>14</sup> The Jordanian Court of Cassation has confirmed the constitutionality of the New York Convention as follows: "It is understood from Article (2) of Enforcement of Foreign Judgments Law No. 8 of 1952 that the foreign arbitral award which has been enforced and ratified by the forum court, shall be enforceable in Jordan in accordance with all the clauses and requirements, and does not conflict with any of the stipulated provisions of Article (7) of the said law." Court of Cassation, Judgment No. 768/1991, June 2, 1992.

The Egyptian Arbitration Law takes a different approach regarding the scope of the law. Article 1 indicates expressly that international agreements to which Egypt is a party will prevail over the provisions of the Egyptian Arbitration Law. Furthermore, Article 1 states that the provisions of the Egyptian Arbitration Law will also apply to administrative disputes, provided that the proper approval from competent authorities is obtained. The Jordanian Arbitration Act, by contrast, does not refer to administrative disputes, but this does not mean that the Jordanian Arbitration Act does not recognize the arbitrability of such disputes. Although this recognition is not explicitly stipulated in the law, it could be impliedly concluded from the wording of Article 3 of the Jordanian Arbitration Act, which notes that, "[t]he provisions of this law shall apply to every conventional arbitration conducted in the Kingdom and relates to a civil or commercial dispute between parties of public or private law persons *whatever the legal relationship to which the dispute is connected, whether contractual or not.*"<sup>19</sup>

#### B. REQUIREMENTS FOR A VALID ARBITRATION AGREEMENT

The Jordanian Arbitration Act does not require that the arbitration agreement be independent of the main agreement between the parties or that it must be adopted by a competent court. The law instead requires that proof of an agreement to arbitrate be in writing, whether provided in a document signed by the parties or through an exchange of letters, telegrams, faxes, telexes or other means of telecommunication.<sup>20</sup> This requirement was upheld by the Court of Cassation when it stated that "the arbitration clause as established should be in writing, clear and explicit as well, by virtue of Article 10/A of the Jordanian Arbitration Act."<sup>21</sup>

According to the Jordanian Arbitration Act, it is essential that each party to the arbitration agreement have the capacity to act. Article 9 of the Jordanian Arbitration Act is identical in this regard to Article 11 of the Egyptian Arbitration Law, which states that an "[a]rbitration agreement may not be concluded except by natural or legal persons who have legal capacities to dispose of their rights." Under the Jordanian Arbitration Act, in order to determine the capacity of a non-Jordanian, the law of the nationality of the non-Jordanian will prevail and determine the non-Jordanian's capacity. In all cases, the capacity of the arbitration parties must be free from any defects that might impair their consent. Agreements to arbitrate may be entered into by any natural or juridical person having the capacity to dispose of their rights. Thus, if an arbitral award was rendered on the basis of an agreement to arbitrate signed by a minor or someone who lacked the legal capacity, the said arbitral award could be set aside.<sup>22</sup>

<sup>19</sup> Jordanian Arbitration Act, *supra* note 5, art. 3 (emphasis added).

<sup>20</sup> *Id.* art. 10.

<sup>21</sup> Court of Cassation, Judgment No. 3307/2004, March 7, 2005.

<sup>22</sup> Jordanian Civil Code, art. 43 (noting that "[e]very person who attains full age, enjoys his mental powers and is not interdicted shall have full capacity to exercise his civil rights" and "[t]he age of majority shall be eighteen full solar years.")

### C. ARBITRABILITY

Furthermore, under the Jordanian Arbitration Act, the matters to be arbitrated must be arbitrable. The law, similarly to that of Egypt, states that any matter that cannot be conciliated cannot be subject to arbitration.<sup>23</sup> This eliminates various categories of disputes such as family matters and criminal disputes. The principle behind this rule is that arbitration is not allowed for matters that cannot be subject to compromise. The Jordanian Court of Cassation has further stated that since employment rights are allowed to be compromised, such rights may also be subject to arbitration.<sup>24</sup>

### D. CHALLENGE OF ARBITRATOR

Under the Jordanian Arbitration Act, the arbitrator can be challenged if there are doubts regarding his impartiality or independence. Article 17 of the Jordanian Arbitration Act provides the following:

- a. An arbitrator may be challenged only if circumstances exist that give rise to doubts as to his impartiality or independence.
- b. ~~Neither party may challenge an arbitrator appointed by him or in whose appointment he has participated, except for a reason he became aware of after the appointment has been made.~~<sup>25</sup>

Such a challenge must be submitted to the competent court. In this regard, Article 18 states the following:

- a. A request for challenge indicating the reasons for challenge shall be submitted to the competent court within fifteen days after the challenging party becomes aware of the constitution of the arbitral tribunal or becomes aware of the circumstances justifying the challenge. Unless the challenged arbitrator withdraws from his office after being notified [of the challenge], the competent court shall decide on the request and such decision shall be subject to no appeal whatsoever.
- b. A request for challenge from a party who had previously submitted a request for challenging the same arbitrator and for the same reason shall not be admitted.
- c. The submission of a request for challenge shall not suspend the arbitral proceedings and if the challenge is admitted, all arbitral procedures in which the challenged arbitrator had participated, including the arbitral award, shall be deemed void.<sup>26</sup>

<sup>23</sup> See Jordanian Arbitration Act, *supra* note 5, art. 9; Egyptian Arbitration Act, *supra* note 15, art. 11.

<sup>24</sup> Court of Cassation, Judgment No. 10/2005, June 16, 2005.

<sup>25</sup> Jordanian Arbitration Act, *supra* note 5, art. 17.

<sup>26</sup> *Id.* art. 18.

However, under the Egyptian Arbitration Law, such a challenge is to be submitted first to a tribunal and only then can the decision of the tribunal be challenged before a court.<sup>27</sup> If an arbitrator is challenged, it may adversely affect the arbitral award.

This issue has been considered by the Jordanian Court of Cassation, which confirmed that "all arbitral procedures, in which the challenged arbitrator has participated, including the arbitral award, shall be deemed void."<sup>28</sup> It should be noted that arbitral awards are subject to challenge by virtue of Article 49 of the Jordanian Arbitration Act which provides:

- a. An action for the nullity of the arbitral award shall not be admitted except in any of the following cases:
  1. If no valid arbitration agreement in writing exists, or such agreement is terminated because of the expiration of its time limit.
  2. If, at the time of concluding the arbitration agreement, either of the two arbitrating parties was [fully] incapacitated or a minor pursuant to the law governing his capacity.
  3. If either of the two arbitrating parties was unable to present his defence because he was not properly notified of the appointment of an arbitrator or of the arbitral proceedings or for any other reason beyond his control.
  4. If the arbitral tribunal excluded the application of the law agreed upon by the parties to govern the subject-matter of the dispute.
  5. If the composition of the arbitral tribunal or the appointment of the arbitrators was not in accordance with this law or the agreement of the two parties.
  6. If the arbitral award rules on matters not included in the arbitration agreement or exceeds the scope of such agreement. Nevertheless, if parts of the award relating to matters subjected to arbitration can be separated from those not so subjected, then nullity shall apply only to the latter parts.
  7. If the arbitral tribunal has not complied with the conditions of the award in a manner affecting its content, or the award was based on void arbitral proceedings affecting it.
- b. The competent court seized of the action for nullity shall, on its own initiative, nullify the award in respect of what is in its content violating public order in the Kingdom, or if the subject-matter of the dispute is not capable of being subject to arbitration.<sup>29</sup>

<sup>27</sup> Egyptian Arbitration Law, *supra* note 15, art. 19.

<sup>28</sup> Court of Cassation, Judgment No. 3055/2001, January 6, 2002.

<sup>29</sup> Jordanian Arbitration Act, *supra* note 5, art. 49.



#### E. RESTRICTIONS ON APPOINTMENT OF ARBITRATOR

Another difference between the Jordanian Arbitration Act and the Egyptian Arbitration Law is that under the Jordanian legal system, a person who has been deprived of his civil rights on the ground of a judgment against him for a felony or misdemeanor contrary to honour or due to a declaration of his bankruptcy may not be appointed as an arbitrator, even if he has been subsequently rehabilitated. However, the Egyptian Arbitration Law permits the appointment of an arbitrator if he has been rehabilitated.

#### F. CHALLENGE OF AWARDS

Regarding the ability to nullify the arbitral award, the Jordanian Arbitration Act does not distinguish between international commercial arbitration and other kinds of arbitration. According to Article 50 of the Jordanian Arbitration Act, an arbitral award, regardless of whether it is an award rendered in international commercial arbitration, can only be challenged before the Court of Appeal. However, under Article 54 of the Egyptian Arbitration Law, international commercial arbitration awards can only be challenged before the Cairo Court of Appeal, while all other arbitration awards are to be challenged at the Second Instance Court.<sup>30</sup>

### VI. MODERN ARBITRATION STANDARDS NOW ENSHRINED IN JORDANIAN LAW

The Jordanian Arbitration Act has incorporated some important international standards of arbitration, as illustrated by the examples below.

#### A. COMPETENCE-COMPETENCE

As evidence that modern standards are included in Jordanian arbitration law, the Jordanian Arbitration Act adopted the well-established doctrine of "competence-competence." This doctrine mandates that the arbitral tribunal be allowed to rule on its own jurisdiction. As Article 21/A of the Jordanian Arbitration Act notes, "[t]he arbitral tribunal is entitled to rule on pleas related to its own jurisdiction including those related to the non-existence of an arbitration agreement, the expiry or nullity of such agreement, or that the subject of the dispute is not included in the agreement."<sup>31</sup> The doctrine of

<sup>30</sup> Egyptian Arbitration Law, *supra* note 15, art. 54.

<sup>31</sup> However, if one of the parties believes that the arbitral tribunal has exceeded its scope of authority, the party in the arbitral proceedings may raise any jurisdictional challenge under Jordanian Arbitration Act, *supra* note 5, art. 21/b, which provides: "Those pleas shall be raised not later than the submission of the statement of defence referred to in Article [29/b] of this law. A party is not precluded from raising any of such pleas by the fact that he has appointed, or participated in the appointment of, an arbitrator. The plea that the arbitration agreement does not include matters raised by the other party while the dispute is being reviewed, shall be raised immediately or, else, the right of such plea shall lapse. In all cases, the arbitral tribunal may admit a late plea if it considers that the delay was due to a legitimate excuse or a justified reason."

competence-competence is regarded as one of the pillars of the Jordanian Arbitration Act. With the adoption of this doctrine, Jordan demonstrated its undivided support for international commercial arbitration and for the principles stated in the Model Law.

#### B. VALIDITY OF ARBITRATION CLAUSES AND AGREEMENTS

The Jordanian Arbitration Act also provides that both arbitration clauses and arbitration agreements are valid and binding. The Act mentions two forms of arbitration agreements. The first type is the arbitration clause that refers to future disputes that do not exist at the time when the arbitration agreement is executed. Because such disputes might never arise, parties often define the subject matter of the arbitration by reference to the relationship governing the parties rather than the potential disputes. The second type of arbitration agreement is the submission agreement that refers to existing disputes that have already arisen.

#### C. ARBITRATION BY INCORPORATION

The Jordanian Arbitration Act goes beyond the simple acceptance of arbitration clauses by further accepting the incorporation of such clauses where reference to the clauses is clear and unambiguous. Article 10/B of the Jordanian Arbitration Act states that "the reference in a contract to the provisions of a standard contract or to an international convention or any other document containing an arbitration clause constitutes an arbitration agreement in writing, provided that the reference (to such clause) is clear in regarding that clause as a part of the contract."<sup>32</sup> A reference made in a contract to another document containing an arbitration clause is considered a valid agreement to arbitrate, provided that such reference clearly makes such a clause an integral part of the contract. A classic example is the incorporation by a bill of lading of an arbitration clause contained in a charterparty.

#### D. SEVERABILITY OF ARBITRATION CLAUSE

The Jordanian Arbitration Act also clearly recognizes the classic notion of severability or autonomy of an arbitration clause. The relevant provision is Article 22 of the Jordanian Arbitration Act, which reads as follows: "An arbitration clause shall be treated as an agreement independent of the other terms of the contract. The nullity, revocation or termination of the contract shall not affect the arbitration clause therein if such clause is valid by itself."<sup>33</sup>

<sup>32</sup> Jordanian Arbitration Act, *supra* note 5, art. 10/B.

<sup>33</sup> *Id.* art. 22.

#### E. COURT'S LACK OF JURISDICTION

The Jordanian Arbitration Act adopts the general rule that an arbitration agreement deprives the Jordanian courts of law of their jurisdiction to rule on the merits of a dispute that is subject to arbitration under the relevant agreement. Article 12/A of the Act states in this regard that "[a] court before which an action is brought in a dispute which is the subject of an arbitration agreement shall dismiss the case if the defendant so requests before entering into the substance of the dispute." It is clear from the wording of this article that the defendant must raise this plea before submitting any demand or defence on the merits of the dispute. This has been confirmed by the Court of Cassation in its Judgment No. 3691/2004.<sup>34</sup>

#### F. NUMBER OF ARBITRATORS

The Jordanian Arbitration Act also provides that if there is more than one arbitrator, the arbitral tribunal must consist of an odd number of arbitrators. However, the parties are free to choose the number of arbitrators, but if the parties fail to do so, the number of arbitrators will be three.<sup>35</sup>

### VII. MODEL LAW AS ENSHRINED IN THE JORDANIAN ARBITRATION ACT: AN OVERVIEW

In general, the Jordanian Arbitration Act takes into consideration most of the principles adopted by the Model Law. This is evident from the following:

- Articles 2–8 of the Jordanian Arbitration Act, dealing with the scope of application of the law, conform to Articles 1–6 of the Model Law.
- Articles 9–13 of the Jordanian Arbitration Act, dealing with the definition of the arbitration agreement, conform to Articles 7–9 of the Model Law.
- Articles 14–20 of the Jordanian Arbitration Act, dealing with the arbitral tribunal, conform to Articles 10–15 of the Model Law.
- Article 21 of the Jordanian Arbitration Act, dealing with the jurisdiction of the arbitral tribunal, conforms to Articles 8–9 of the Model Law.
- Article 23 of the Jordanian Arbitration Act, dealing with interim and conservatory measures, conforms to Article 17 of the Model Law.
- Articles 24–35 of the Jordanian Arbitration Act, dealing with the conduct of arbitral proceedings, conform to Articles 18–27 of the Model Law.

<sup>34</sup> Court of Cassation, Judgment No. 3691/2004, February 2, 2005.

<sup>35</sup> Jordanian Arbitration Act, *supra* note 5, art. 14, states the following: "a. The arbitral tribunal shall be composed, by agreement between the two parties, of one or more arbitrators and in case of non-agreement the number of arbitrators shall be three. b. The number of arbitrators, if more than one, shall be odd, otherwise the arbitration is void."

- Articles 36–47 of the Jordanian Arbitration Act, dealing with issuing the award and the termination of the arbitral proceedings, conform to Articles 28–33 of the Model Law.
- Articles 48–51 of the Jordanian Arbitration Act, dealing with issues of recourse against awards, conform to Article 34 of the Model Law.
- Article 52 of the Jordanian Arbitration Act, dealing with the recognition and enforcement of awards, conforms to Articles 35–36 of the Model Law.

### VIII. CONCLUSION

There has been a significant change in arbitration in recent years. Many countries of the world, including the Arab countries, have changed or amended their arbitration laws, and continue to amend such laws regularly to conform to recent developments and to meet the needs of the business community.

In today's international business climate, the use of arbitration proceedings is becoming both common and essential. Not only is arbitration cost-effective, less time-consuming, and generally more efficient than litigation, it also provides the parties with the opportunity to select experienced individuals to resolve their disputes. The use of an arbitration agreement is not only common in international commercial contracts between private parties, it has also been found to be essential in international transactions where one of the parties is a governmental entity. The Jordanian Arbitration Act, as adopted by Jordan, provides the foreign investor with a workable arbitration system. By endorsing well-established principles in international commercial arbitration's such as competence-competence and severability of arbitration clauses, the Jordanian legislature has shown its clear endorsement of modern international principles in arbitration. Jordanian courts in turn have shown a great acceptance of these principles, as is evident from the recent judicial precedents rendered in this regard. Arbitration in Jordan will continue to be a means of dispute resolution that attracts the interest of industry and commerce.



---

**Kluwer Law International** is a renowned publisher of books, journals, and looseleaves in areas of international legal practice.

We publish important and interesting titles in the following areas:

- Air & Space Law
- Arbitration
- Banking and Finance Law
- Business Law
- Commercial law
- Company/Corporate law
- Competition Law
- Environmental Law
- European Community Law
- Intellectual Property
- International Trade Law
- Labour Law
- Maritime Law
- Taxation

Please browse our website for information on all our books, journals, looseleaves and electronic products: [www.kluwerlaw.com](http://www.kluwerlaw.com)

### **KluwerLawOnline: One of the most complete libraries on the web**

---

**Kluwer Law Online** is your online gateway to Kluwer Law International publications. Completely revamped, the Kluwer Law Online is packed with new functionality.

Improved functionality includes:

- inclusion of product types other than journals
- regularly updated homepage texts to keep you informed about us and our products
- a homepage for every publication
- improved Browse Topics
- suggestions for related titles
- informative and regularly updated site texts (About Us, Contact Us)

At [www.kluwerlawonline.com](http://www.kluwerlawonline.com), you will find all our journals online. Feel free to browse the site and view a sample copy of the journal of your interest.

---

### **Journal of International Arbitration**

Since its 1984 launch, the *Journal of International Arbitration* has established itself as a thought-provoking, ground-breaking journal aimed at the specific requirements of those involved in international arbitration. The *Journal* now appears bimonthly (six times a year) rather than quarterly, giving it even more immediacy as a forum for original thinking, penetrating analysis, and lively discussion of international arbitration issues.

The Notes and Current Developments section contains concise and critical commentary on new developments in the world of arbitration.

As always each issue contains in-depth investigations of the most important current issues in international arbitration, focusing on business, investment, and economic disputes between private corporations, state-controlled entities, and states. The *Journal's* worldwide coverage ensures regular reporting on regional trends which can serve as an example for other regions and countries.

Editor-in-Chief: Michael J. Moser & Dominique Hascher

---

Assistant Editor: Friven Yeoh

**For more information about *Journal of International Arbitration*, please visit:  
[www.kluwerlawonline.com/journalofinternationalarbitration](http://www.kluwerlawonline.com/journalofinternationalarbitration)**

---