

Arbitration Law

Royal Decree No M/34, dated 24/5/1433 AH (corresponding to 16/4/2012 AD)
concerning the approval of the Law of Arbitration

With the help of Allah the Almighty,

We, Abdullah Ibn Abdul Aziz Al Saud, king of the Kingdom of Saudi Arabia,

Based on Article 70th of the Saudi Statute, issued by the Royal Decree No. (A/90)
dated, 27/8/1412 AH,

And based on Article 20th of the Council of Ministers law, issued by the Royal
Decree No. (A/13) dated 03/03/1414 AH,

And based on Article 18th of the Law of Ash-Shura Council issued by the Royal
Decree No. (A/91) dated 27/08/1412 AH,

And having reviewed the Decree of Ash-Shura Council No. (99/77), dated
21/02/1433 AH,

And having reviewed the Decree of the Council of Ministers No. (156), dated
17/05/1433 AH (corresponding to 9/4/2012AD),

We hereby decree the following:

Firstly: The approval of the Law of Arbitration with the attached form.

Secondly: His Highness the Deputy Prime Minister, the Ministers and the
Chairmen of the concerned independent bodies shall take this Decree into action,
each under his competence.

Abdullah Ibn Abdul Aziz Al Saud

The Law of Arbitration

1st Part

General Rules

1st Article:

The following expressions shall have the meaning assigned to them, unless the context requires otherwise:

1- The Arbitration Agreement: It is an agreement between two or more parties to refer to the arbitration all or some of certain disputes that have occurred or might occur between them concerning a certain regulatory relation, whether it is in the shape of a contract or not, whether the arbitration agreement appears as an arbitration condition mentioned in a contract, or as an independent arbitration stipulation.

2- The Arbitration Authority: It is the individual arbitrator including its team of arbitrators that judge in the dispute referred to the arbitration.

3- The Competent Court: It is the court of the regulatory authority to judge in the disputes that are agreed to be under arbitration.

2nd Article:

Without prejudice to the rules of the Islamic Sharia and the rules of the international conventions in which the Kingdom is included as one of its parties, the provisions of this law are valid for any arbitration, whatever the nature of regulatory relation of the dispute is, if the arbitration is conducted inside the Kingdom, or if it is a commercial international arbitration held abroad, and its parties agreed that it shall be subject to provisions of this law.

The provisions of this law are not valid for the disputes of the personal status or the matters that cannot be reconciled.

3rd Article:

According to this law, the arbitration shall be international if its dispute is related to the international trade, and this occurs in the following matters:

1- If the headquarter of both parties of the arbitration lies on more than one country at the time of the arbitration agreement; if one party has more than a business center, it depends mainly on the most relevant center to the subject of the dispute, and if one or both parties do not have a certain business center, it depends mainly on their normal residence address.

2- If the headquarter of both parties of the arbitration lies on the same country at the time of the arbitration agreement, and one of the following places lies outside that country:

A- The place of the arbitration procedures as assigned in the arbitration agreement, or referred to its way of assignation.

B- The place of executing an essential side of the obligations arising from the trading affairs between both parties.

C- The most relevant place to the subject of the dispute.

3- If both parties agree to resort to an organization or a permanent arbitration authority, or an arbitration center lies outside the Kingdom.

4- If the arbitration subject included in the arbitration agreement is related to more than one country.

4th Article:

In the cases this law allows the parties of the agreement to choose the assigned procedure to be followed in a certain matter, this ensures their right to permit others to choose this procedure, and the others referred to in this subject are every individual, authority, organization or an arbitration center in the Kingdom of Saudi Arabia or abroad.

5th Article:

If the parties of the arbitration agree to subject their relationship to the provisions of any document (a model contract, or an international convention or others), they shall act under the provisions of this document, for including special provisions of arbitration and that shall not be contrary to the provisions of the Islamic Sharia.

6th Article:

1- If there is no special agreement between the parties of the arbitration regarding the notifications, then the notification shall be delivered to the addressee personally - or his representative - or sent to the mailing address specified in the contract subject of the dispute, or specified in the charter party of the arbitration, or in the document governing the relationship covered by the arbitration.

2- If the notification could not be delivered to the addressee in accordance with the paragraph (1), the delivery is considered achieved if it was done by a registered letter to the last workplace, or usual place of residence, or postal address known to the addressee.

3- The provisions of this Article shall not apply to the judicial notifications concerning the invalidity of the arbitration award before the courts.

7th Article:

If one of the parties of the arbitration continues in the arbitration proceedings - with his knowledge of the occurrence of a violation of a provision of this law, which may be agreed to violating or due to a condition in the arbitration agreement – and does not provide an objection to this violation within the time limit agreed upon, or within thirty days of his knowledge of the occurrence of the violation in case of no agreement, this is counted as a waiver of his right for objection.

8th Article:

1- The jurisdiction to hear the action of the invalidity of the arbitration award and the matters referred to the court by the law shall be to the competent court and concluded to the Court of Appeals that is originally competent to hear the dispute.

2- If the arbitration is commercial and international whether in the Kingdom or abroad, so the jurisdiction shall be to the Court of Appeal which is originally competent to hear the dispute in the city of Riyadh, unless otherwise agreed by the parties of the arbitration for another court of appeal in the Kingdom.

2nd Part

Arbitration Agreement

9th Article:

1- The arbitration agreement may be earlier to the dispute, whether it is independent, self-contained, or contained in a particular contract. Also, the arbitration agreement may be later to the dispute, even if there is a suit concerning it before the competent court. In this case, the agreement shall specify the issues covered by the arbitration, or the agreement is null and void.

2- The arbitration agreement shall be written, or it is null and void.

3- The arbitration agreement is considered written if it is included in a document issued by the parties of the arbitration, or if it is included in their exchanged documented correspondences, or telegrams, or other means of electronic communication, or written. And the indication in some contract or the referral in it to a document that includes a condition of arbitration is considered an arbitration agreement. It is also considered in effect of a written arbitration agreement all referrals - in the contract - to the provisions of a model contract, or an international agreement, or any other document containing an arbitration conditions only if the referral is clear in considering this condition a part of the contract.

10th Article:

1- It is valid to agree on arbitration only for those who have the disposition of their rights whether a natural person - or his representative - or a legal person.

2- It is not permissible for governmental authorities to agree on arbitration only after the approval of the Prime Minister, unless there is a text of the special laws that allows it.

11th Article:

1- The court, to which a dispute with an arbitration agreement is brought, shall judge with the inadmissibility of hearing the claim if the defendant refutes by that before any request or defense in the claim.

2- Bringing the suit referred to in the preceding paragraph shall not deviate from starting the arbitration proceedings, or continuing, or delivering the arbitration award.

12th Article:

Subject to the provisions in the paragraph (1) of the ninth Article of this law, if it is agreed on arbitration during the hearing of the dispute before the competent court, it shall decide to refer the dispute to arbitration.

3rd Part

Arbitral tribunal

13th Article:

The arbitral tribunal shall be constituted of one arbitrator or more, provided that the number of the arbitrators shall be an odd number or the arbitration is null and void.

14th Article:

The arbitrator shall:

1- Be legally competent.

2- Be of good conduct and behavior.

3- Hold at least a college degree in Islamic legislation knowledge or regular knowledge. And if the arbitral tribunal is made up of more than one arbitrator, it is sufficient that the head of the tribunal has this condition.

15th Article:

1- The parties of the arbitration may agree on the choice of the arbitrators, if they do not agree, the following shall be done:

A- If the arbitral tribunal consists of a single arbitrator, the competent court chooses him.

B- If the arbitral tribunal consists of three arbitrators, each party shall choose an arbitrator for him, and then the two arbitrators agree to choose the third arbitrator. If one of the parties does not appoint an arbitrator within fifteen days following the reception of an application concerning that from the other party, or if the two appointed arbitrators do not agree on choosing the third arbitrator within fifteen days following the date of the appointment of the most recent of them, the competent court undertakes choosing him at the request of this who is concerned about acceleration, and this is to be done within fifteen days from the date of submitting the application. And the arbitrator chosen by the appointed arbitrators or chosen by the competent court shall be the president of the arbitral tribunal. And these provisions shall apply in the case of the formation of the arbitral tribunal of more than three arbitrators.

2- If the parties of the arbitration do not agree on the procedures of choosing the arbitrators, or one the parties violated them, or the appointed arbitrators do not agree on some matter where agreement is required, or if the other fails to perform what is entrusted to him in this regard, the competent court undertakes - at the request of whom is concerned about acceleration - to do the procedure, or the required work, unless it is provided in the agreement for how to complete this procedure or work.

3- The competent court shall take into account the arbitrator is to be chosen according to the conditions stipulated in the agreement of the parties, and the conditions required by this law, and the court issues its decision by choosing the arbitrator within thirty days from the date of submitting the application.

4- Without prejudice to the provisions of the 49th and 50th Articles of this law, the decision of the competent court concerning the appointment of the arbitrator in accordance with the paragraphs (1 and 2) of this Article is not subject to appealing independently by any way of appeal.

16th Article:

1- The arbitrator shall not have an interest in the dispute, and - since his appointment and throughout the arbitral proceedings – he shall declare – in writing – to the parties of the arbitration with all the circumstances that would raise justified doubts about his impartiality and independence, unless he had already done that.

2- The arbitrator shall be prohibited from considering the claim and hearing it - even if either of the parties of the arbitration did not request that - in the same situations in which the judge is prohibited.

3- No arbitrator may be rebutted only if some circumstances raise serious doubts about his impartiality or independence, or if he is not in possessing qualifications agreed upon by the parties of the arbitration, without prejudice to the provisions of the 14th Article of this law.

4- It is not permissible for any of the parties of the arbitration to request to rebut the arbitrator appointed by him or he participated in that appointment except for reasons that appeared after the appointment of the arbitrator.

17th Article:

1- If there is no agreement between the parties of the arbitration on the procedures of rebutting the arbitrator, the rebutting request shall be submitted – in writing - to

the arbitral tribunal stating the reasons for that rebuttal within five days from the date of the learning of the caller of the rebuttal with the formation of the tribunal, or with the circumstances justifying the rebuttal. If the arbitrator — rebutted against - does not withdraw, or the other party does not approve the request of rebutting within five days from the date of submission, the arbitral tribunal shall decide on it within fifteen days from the date of receiving it. And, in case the request is rejected, the requester may submit his request to the competent court within thirty days, and the award of that case is not subject to appealing by any methods of appeal.

2- The rebuttal shall not be approved from this who has previously submitted a request to rebut the same arbitrator in the same arbitration, for the same reasons.

3- The rebuttal before the arbitral tribunal shall result in stopping the arbitration proceedings. And the appeal against the issued award of the arbitral tribunal to reject the rebuttal request shall not result in stopping the arbitration proceedings.

4- If it is awarded to rebut the arbitrator - whether by the arbitral tribunal or by the competent court when considering the appeal — this results in considering what would have been done of the arbitration proceedings - including the arbitration award - as none.

18th Article:

1- If the arbitrator could not perform his task, or did not perform, or refrained from performing it leading to unjustified delay in the arbitration proceedings, and he did not withdraw, and the parties of the arbitration failed to agree to dismiss him, the competent court may dismiss him at the request of either parties with an award that is not subject to appealing in any way of appeal.

2- Unless the arbitrator is appointed by the competent court, he may be dismissed only with the agreement of the parties of the arbitration, without prejudice to the provisions of the paragraph (1) of this Article. And the dismissed may ask for compensation unless the dismissal is due to reasons of his side.

19th Article:

If the arbitrator's task ended with his death, or rebuttal, or dismissal, or withdrawal, or disability, or any other reason, an alternative arbitrator shall be appointed in accordance with the procedures that have been followed in the selection of the arbitrator, whose task has ended.

20th Article:

1- The arbitral tribunal shall judge the defenses of its non-competence, including the defenses based on the absence of an arbitration agreement, or its fall, or its annulment, or its lack of coverage of the subject of the dispute.

2- The defenses shall be revealed to the lack of jurisdiction of the arbitral tribunal in accordance with the dates referred to in the paragraph (2) of the 30th Article of this law.

The appointment of an arbitrator or participation in his appointment shall not result in the fall of his right to present any of these defenses. The defense of the lack of inclusion, of the arbitration agreement to the matters raised by the other party during the hearing of the dispute, shall be revealed immediately or this right shall be prescribed. In all cases, the arbitral tribunal may accept the late defense if it considers that the delay was due to an acceptable reason.

3- The arbitral tribunal shall judge the defenses referred to in the paragraph (1) of this Article before judging the subject, and it may annex them to the subject to judge them both together. If it awarded with rejecting the defense, the appeal shall not be done except by suing the invalidity of the arbitration award that terminates the whole dispute in accordance with the 54th Article of this law.

21st Article:

The arbitration condition contained in a contract is considered a separate agreement from the other conditions of the contract. The invalidity of the contract - which includes the arbitration condition - or its revocation or termination shall not result in the invalidity of the arbitration condition which is included in the contract if this condition is true in itself.

22nd Article:

1- The competent court may command that interim or conservatory measures shall be taken at the request of one of the parties of arbitration before incepting the arbitration proceedings or at the request of the arbitral tribunal in the course of the arbitration proceedings. These procedures may be withdrawn in the same way, unless the parties of the arbitration agree otherwise.

2- The competent court may, at the request of the arbitral tribunal, command a judicial acting.

3- The arbitral tribunal may request from the concerned authority to help it with the arbitration proceedings according to what this tribunal considers fit for the proper functioning of arbitration, such as: call a witness or an expert, or the command to bring a document, or a copy of it, or see it, or otherwise, with no prejudice to the right of the arbitral tribunal to conduct that independently.

23rd Article:

1- It is permissible for the parties of the arbitration to agree that the arbitral tribunal may - at the request of one of them - command either of them to take what he sees of provisional or conservatory measures required by the nature of the dispute. The arbitral tribunal may obligate the party that requires taking such measures to provide an appropriate financial guarantee for the execution of this procedure.

2- If the party, against whom the command is issued, failed to execute it, the arbitral tribunal may - at the request of the other party - authorize this party to take the necessary measures to execute it, and without prejudice to the right of the tribunal or the other party to request from the competent authority to mandate the party that against whom the command is issued to execute it.

24th Article:

1- When choosing the arbitrator, an independent contract shall be concluded with him stating his fees, and a copy of the contract shall be deposited with the authority prescribed by the executive regulation of this law.

2- If there is no agreement reached between the parties of the arbitration and the arbitrators to determine the arbitrators' fees, the competent court shall determine these fees. That court shall judge by issuing a decision that is not subject to appealing in any way of the ways of the appeal. And if the appointment of the arbitrators is done by the competent court, it shall determine the arbitrators' fees.

4th Part

Executing the arbitration

25th Article:

1- The parties of the arbitration may agree on the actions adopted by the arbitral tribunal, including their right to subject these actions to the valid rules in any organization, or authority, or arbitration center in the Kingdom or abroad, provided they do not violate the provisions of the Islamic Sharia.

2- If there is no such agreement, the arbitral tribunal may - taking into account the provisions of Islamic Sharia, and the provisions of this law - choose the arbitration proceedings as it deems appropriate.

26th Article:

The arbitration proceedings shall begin from the day when one of the parties of the arbitration receives the request for arbitration from the other party, unless the parties of the arbitration agreed otherwise.

27th Article:

The parties of the arbitration are treated equally, and each of them shall have the full and equal opportunity to display his claim or defense.

28th Article:

The parties of the arbitration may agree on the place of the arbitration in the Kingdom or abroad. And if there is no agreement, the arbitral tribunal shall determine a place for the arbitration taking into account the circumstances of the claim, and the convenience of the place for both parties, without prejudice to the authority of the arbitral tribunal to meet at any place it deems appropriate for deliberation among its members, and to hear witnesses, or experts, or the parties of the dispute, or to preview the dispute, or to examine the documents, or review them.

29th Article:

1- The arbitration is performed in Arabic unless the arbitral tribunal decides or the parties of the arbitration agree on another language or other languages. And the rule of the agreement or decision shall apply on the language of data and written submissions and oral pleadings, as well as on every decision taken by the arbitral tribunal, or a message oriented by it, or an award rendered by it, unless the agreement of the parties or the decision of the arbitral tribunal provides otherwise.

2- The arbitral tribunal may decide that all or some of the written documents provided in the claim shall be attached by a translation into the language or languages used in the arbitration. In the case of multiple languages, the tribunal may confine the translation to some of them.

30th Article:

1- The prosecutor shall send within the agreed date between the parties, or the one appointed by the arbitral tribunal, to the defendant and to each and every one of the arbitrators, a written statement of his claim, that includes his name, address, and

the name of the defendant, and his address, and explain the facts of the claim, and his requests, and commitments, and any other matter that requires the agreement of the parties shall be mentioned in this statement.

2- The defendant shall send during the date agreed upon between the parties, or who is appointed by the arbitral tribunal, to the prosecutor and to each and every one of the arbitrators a written rejoinder of his defense in response to what came in the statement of claim. His rejoinder may contain any application related to the subject of the dispute, or he may stick to a right emerging of him intending to defend by set-off. And he has that right even at a later stage of the proceedings if the arbitral tribunal considers that the circumstances justify the delay.

3- Each one of the parties may attach to the statement of the claim or his rejoinder to it - as the case may be - copies of the documents on which he relies on, and he may refer to all or some of the documents, and the evidences that he intends to provide. This shall not prejudice the right of the arbitral tribunal at any stage in the proceedings in the request for the original documents or documents on which any of the parties of the claim rely on, or copies of them.

31st Article:

A copy of all what is provided by one of the parties to the arbitral tribunal; notes, documents or other papers, shall be sent to the other party. Also, a copy of what is provided to the mentioned tribunal; expert reports, documents and other evidences that the arbitral tribunal can rely on when issuing its award, shall be sent to both parties.

32nd Article:

Each of the parties of the arbitration may amend his requests - or the aspects of his defense - or complete them during the arbitration proceedings, unless the arbitral tribunal decides not to accept that in order to prevent delaying the award of the dispute.

33rd Article:

1- The arbitral tribunal holds hearings to enable both parties to explain the subject of the claim presented, present their evidences and proofs. The tribunal may suffice with written notes and documents, unless the parties of the arbitration agree otherwise.

2- The parties of the arbitration shall be notified, at their addresses registered with the arbitral tribunal, of the date of any hearing of oral pleading, and the date of sentencing, and any meeting of the arbitral tribunal for the purposes of the review of the dispute, or other matter, or to examine the documents, before holding the hearing well in advance.

3- The arbitral tribunal shall write down a summary of what is going on in the hearing in the minutes signed by the witnesses or experts and attendees of both parties, and their representatives, and the members of the arbitral tribunal. And a copy of this summary shall be handed to each party, unless the parties of the arbitration agree otherwise.

34th Article:

1- If the prosecutor does not provide - without an acceptable excuse - a written statement of his claim in accordance with the paragraph (1) of the 30th Article of this law, the arbitral tribunal shall terminate the arbitration proceedings, unless the parties of the arbitration agree otherwise.

2- If the defendant does not provide a written rejoinder to his defense in accordance with the paragraph (2) of the 30th Article of this law, the arbitral tribunal shall continue the arbitration proceedings, unless the parties of the arbitration agree otherwise.

35th Article:

If one of the parties fails to attend one of the hearings - after being notified - or to provide any of the documents he is asked to bring, the arbitral tribunal may continue the arbitration proceedings and deliver an award concerning the dispute on the basis of the existing evidences.

36th Article:

1- The arbitral tribunal may appoint one expert or more, to provide a written or oral report to be proved in the minutes of the hearing regarding certain issues determined by the decision of them. And both parties shall be notified of that unless they agree otherwise.

2- Both parties shall submit to the expert the information related to the dispute, and enable him to inspect and examine what he may demand of documents, items or other money related to the dispute. And the arbitral tribunal judges in every dispute arises between the expert and one of the parties in this regard with an award that is not subject to appealing by any methods of appeal.

3- The arbitral tribunal shall send a copy of the expert's report once deposited to each of the parties and give the opportunity to express his opinion on it. Both have the right to review and check the documents relied upon by the expert in his report. The expert issues his final report after reviewing what the parties' notes about it.

4- The arbitral tribunal, after the submission of the report of the expert, may decide on its own, or at the request of one of the parties of the arbitration, to hold a hearing to hear the words of the expert and give the opportunity for both parties to hear and discuss him in regards to what is stated in his report.

37th Article:

If a matter is brought up, during the arbitration proceedings, that is out of the mandate of the arbitral tribunal or an appeal of forgery in a document presented to them, or penal proceedings have been taken for forgery, or any other penal act, the arbitral tribunal may continue considering the dispute, if it considers that judging this matter or in the document forgery or the other penal act is not necessary to judge the subject of the dispute, or the proceedings shall be stayed until a final award is delivered in this regard, and this results in the suspension of the deadline for the issuance of the arbitration award.

5th Part

Settlement procedures of the arbitral claim

38th Article:

1- Taking into account the non-violation of the provisions of the Islamic Sharia and public order in the Kingdom, the arbitral tribunal, during the hearing of the dispute, shall:

A- Apply the rules agreed upon by the parties of the arbitration on the subject of the dispute, and if they agree on the application of a law of a particular state, the substantive rules shall be followed without those of dispute-of-laws, unless agreed otherwise.

B- If the parties of the arbitration do not agree on the statutory rules applicable to the subject of the dispute, the tribunal shall apply the substantive rules in the law that it considers the most relevant to the subject of the dispute.

C- The arbitral tribunal shall take into account, when judging the subject of dispute, the conditions of the contract of the dispute, and take into account the current norms in the type of treatment, and customs, and the usual dealing between the parties.

2- If the parties of the arbitration agree expressly to authorize the tribunal to reconciliation, it may judge in accordance with the applicable rules of justice and fairness.

39th Article:

1- The award of the arbitration tribunal, formed of more than one arbitrator, is issued by the majority of its members after confidential deliberation.

2- If the views of the arbitral tribunal are branched and it has become not possible to get the majority, the competent court shall appoint a casting arbitrator.

3- Awards of penal matters may be issued by the arbitrator, who heads the tribunal, if the parties of the arbitration made remarks in writing, or being authorized by all the members of the arbitral tribunal, unless the parties of the arbitration agree otherwise.

4- If the arbitral tribunal is mandated to reconciliation, it shall be judged unanimously.

5- The arbitral tribunal may deliver temporary awards, or in a part of the requests, before judging the award that ends the dispute, unless the parties of the arbitration agree otherwise.

40th Article:

1- The arbitral tribunal shall deliver the award terminating the whole dispute within the date agreed upon by the parties of the arbitration, and if there is no agreement, the award shall be delivered within twelve months from the date of commencement of the arbitration proceedings.

2- The arbitral tribunal may - in all cases - decide to extend the duration of the arbitration and this extension shall not exceed six months, unless otherwise agreed by the parties of the arbitration (over 12 months).

3- If the arbitration award is not delivered within the time limit referred to in the preceding paragraph, any one of the parties of the arbitration may request the competent court to issue an order to identify an additional period, or the termination of the arbitration proceedings, and any of the parties then may appeal to the competent court.

4- If an arbitrator is appointed instead of another arbitrator in accordance with the provisions of this regulation, the deadline of the award shall be extended for thirty days.

41st Article:

1- The arbitration proceedings end when delivering the award that terminates the dispute, or the decision of the arbitral tribunal to end the proceedings in the following cases:

A- If the parties of the arbitration agree to end the arbitration.

B- If the prosecutor leaves the arbitration dispute, unless the arbitral tribunal decides upon the request of the defendant that he has a serious interest in continuing the proceedings to settle the dispute.

C- If the arbitral tribunal sees for any other reasons the futility of continuing the arbitration proceedings or its impossibility.

D- An order of termination of the arbitral proceedings is issued in accordance with the provision of the paragraph (1) of the 34th Article of this law.

2- The arbitration proceedings shall not end with the death of one of the parties of the arbitration, or his loss of eligibility - unless otherwise agreed by a competent person and the other party to end the dispute - but the determined date for the arbitration is extended for thirty days, unless the arbitral tribunal decides to extend the period time for a similar period, or the parties of the arbitration agree otherwise.

3- Subject to the provisions of the 49th, 50th and 51st Articles of this law, the tribunal task shall end at the end of the arbitration proceedings.

42nd Article:

1- The arbitration award shall be in writing and it should be justified, and signed by the arbitrators. In the case of the formation of the tribunal of more than one arbitrator. It is sufficient to have the signatures of the majority of the arbitrators, provided that the reasons of not signing of the minority shall be recorded in the minutes of the claim.

2- The arbitration award shall include the date of the pronouncement, place of issuance, the names of the litigants, their addresses, the names of the arbitrators, their addresses, nationalities, attributes, a summary of the arbitration agreement, a

summary of the statements and requests of the parties of arbitration, their pleading, their documents, a summary of the report of the experts - if any -, the award text, the determination of the arbitrators' fees, the expenses of the arbitration, and how they are distributed between the parties without prejudice to the 24th Article of this law.

43rd Article:

1- The arbitral tribunal shall deliver each of the parties of the arbitration a true copy of the arbitration award within fifteen days from the date of issuance.

2- The arbitration award shall not be published or a portion of it thereof except with the consent of the parties of the arbitration in writing.

44th Article:

The arbitral tribunal shall deposit the original copy of the award, or a signed copy in the language in which it was delivered by the competent court within the period set forth in the paragraph (1) of the 43rd Article of this law, with a translation into Arabic certified by an accredited authority if it was delivered in a foreign language.

45th Article:

If the parties of the arbitration agree during the arbitration proceedings to a settlement to end the dispute, they may request to verify the conditions of the settlement before the arbitral tribunal which shall, in this case, deliver an award that includes the conditions of the settlement and end the proceedings. And this award shall have the power of the awards of the arbitrators at execution.

46th Article:

1- Each of the parties of the arbitration may request from the arbitral tribunal within thirty days following the reception of the arbitration award to interpret any ambiguity that came in his award. The requester for interpretation shall inform the other party, on the address described in the arbitration award, with this request before it is submitted to the arbitral tribunal.

2- The interpretation shall be issued in writing within thirty days following the date of submitting the request of interpretation to the arbitral tribunal.

3- The interpretation award is considered an integral part of the arbitration award, which it interprets and it is subject to its provisions.

47th Article:

1- The arbitral tribunal shall correct what lies in its award of purely material misstatement, writing or calculation, and this is done through a decision issued on its own, or at the request of one of the litigants. And the arbitral tribunal shall conduct the correction without pleading within fifteen days following the date of the award, or to deposit the request of correction depending on the circumstances.

2- The decision of correction shall be issued in writing by the arbitral tribunal, and it shall be notified to the parties of the arbitration within fifteen days from the date of its issuance. And if the arbitral tribunal exceeds its power in the correction, it is allowed to stick to the invalidity of the decision by a claim of invalidity on which the provisions of the 50th and 51st Articles of this law shall apply.

48th Article:

1- Each of the parties of the arbitration, even after the expiry of the arbitration deadline, may request the arbitral tribunal within thirty days following the reception of the arbitration award to deliver an additional arbitration award on the requests made during the proceedings and that the arbitration award has overlooked. And the other party shall be notified of this request on his address shown in the arbitration award before it is submitted to the arbitral tribunal.

2- The arbitral tribunal shall deliver its award within sixty days from the date of submitting the request, and it may extend this period for thirty days if it deems it necessary.

6th Part

The invalidity of the arbitration award

49th Article:

The arbitration awards delivered in accordance with the provisions of this law are not subject to appealing in any way of appeal, except suing for the invalidity of the arbitration award in accordance with the provisions set forth in this law.

50th Article:

1- The claim of the invalidity of the arbitration award is rejected, except in the following cases:

A- If there is no arbitration agreement or the agreement is null and void, or revocable, or has become null due to expiry.

B- If one of the parties of the arbitration agreement, at the time of conducting, is incompetent, or not completely competent in accordance with the rules governing his competence.

C- If one of the parties of the arbitration is unable to present his defense because of not being truly notified of appointing an arbitrator or of the arbitral proceedings, or any other reason beyond his control.

D- If the arbitration award excludes any application of the statutory rules that the parties of the arbitration agree to apply to the subject of the dispute.

E- If the arbitral tribunal is constituted or the arbitrators are appointed in a way violating this law or the agreement of the parties.

F- If the arbitration award judges matters that are not covered by the arbitration agreement, however, if it is possible to separate the parts of the award on the matters that are subject to the arbitration from the parts on the matters that are not subject to it, the nullification shall occur to the parts that are not subject to the arbitration only.

G- If the arbitral tribunal does not take into consideration the conditions that shall be met in the award to the extent that affects its content, or the award is based on false arbitration proceedings that have affected it.

2- The competent court that hears the claim of invalidity delivers an award of its own with the invalidity of the arbitration award if it contains what is contrary to the provisions of the Islamic Sharia and public order in the kingdom, or what is agreed upon by the parties of the arbitration, or it finds that the subject of the dispute is of the matters that may not be arbitrated under this law.

3- The arbitration agreement is not valid after the competent court delivers its award of invalidating the arbitration award; unless the parties of the arbitration have agreed on that, or an award is delivered with invalidating the arbitration agreement.

4- The competent court hears the suit of the invalidity in the cases referred to in this article, without having the right to examine the facts and subject of the dispute.

51st Article:

1- The invalidity claim of the arbitration award is brought by any of the parties within the sixty days following the date of notification of that party of the award, the waiver of the invalidity prosecutor of his right to bring the claim before delivering the award of the arbitration does not preclude from accepting the claim.

2- If the competent court delivers an award that supports the arbitration award, it shall order it to be executed, and this award is not subject to appealing in any way of appeal. But if it delivered an award with the invalidity of the arbitration award, this award may be appealed against within thirty days from the day following the notification.

7th Part

The authentic and execution of the awards of the arbitrators

52nd Article:

Subject to the provisions set forth in this law, the arbitration award delivered in accordance with this law will be authentic and authoritative, and it is enforceable.

53rd Article:

The competent court or its representative issues an order with the execution of the arbitrators' award, and the request to execute the award shall be submitted and attached with the following:

- 1- The original of the award or a certified copy of it.
- 2- A true copy of the arbitration agreement.
- 3- A translation of the arbitration award into Arabic certified by an accredited authority if it was issued in another language.
- 4- The proof of depositing the award with the competent court and in accordance with the 44th Article of this law.

54th Article:

Bringing the claim of invalidity shall not result in a stay of execution of the arbitration award. However, the competent court may order a stay of execution if requested by the invalidity prosecutor in the declaration of his claim and the request is based on serious reasons. The competent court shall judge in the request for a stay of execution within fifteen days from the date of submitting the request. If the court orders a stay of execution, it may order to provide a financial guarantee or warranty, and if it orders a stay of execution, it shall judge in the invalidity claim within one hundred and eighty days from the date of the issuing this order.

55th Article:

- 1- The request for the execution of the arbitration award shall not be accepted unless the deadline of suing the invalidity of the award has passed.

2- The order to execute the arbitration award in accordance with this law shall be done only after verifying the following:

A- It does not conflict with an award or decision issued by a court or committee or authority that has the jurisdiction on the subject of the dispute in the Kingdom of Saudi Arabia.

B- It does not include what is contrary to the provisions of the Islamic Sharia and public order in the Kingdom, and if it is possible to fragment the award of the violation part, it is possible to execute the remaining part which is not violating.

C- It has been well and truly notified to the convicted.

3- It is not permissible to appeal against the order issued to execute the arbitration award. The order of rejecting the execution may be appealed against before the competent authority within thirty days from the date of issuance.

8th Part

Final provisions

56th Article:

The Council of Ministers shall issue the Implementing Regulation of this law.

57th Article:

This law replaces the arbitration law, issued by the Royal Decree No. (M/46), dated 12/07/1403 AH.

58th Article:

This law comes into force after thirty days from the date of its publication in the Official Gazette.