

The Role of Electronic Arbitration in the Settlement of Disputes of International Trade Contracts

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Abstract

Resorting to electronic arbitration to resolve disputes in international trade contracts is the most important reflection of technological progress on the reality of international commercial arbitration. Electronic is a modern image of traditional arbitration, and this type of arbitration provides many advantages that are not provided by any legal system for resolving disputes, including speed, effectiveness and lower costs. What will this development produce? Through technical progress in the means of communication, it has become conceivable that international trade dealers agree to arbitration via electronic means of communication, followed by the completion of the arbitration process via the Internet, leading to the issuance of the electronic arbitration award in an electronic manner as well.

Keywords:

Electronic Arbitration, International Trade Contracts, Electronic Provisions.

1. Introduction

Arbitration currently occupies an important and prominent position in the field of international trade. Hardly any of its contracts is devoid of a condition requiring arbitration to be followed to resolve disputes that may arise between its parties regarding the interpretation or implementation of this contract. This is mainly due to the advantages it enjoys compared to the ordinary judiciary, especially in terms of its speed in deciding cases and its confidentiality, not to mention the freedom of the parties, which is based on the principle of the power of will to choose the people who undertake the task of arbitration, and choose the law applicable to the procedures and subject matter of the dispute. All of these Matters make parties to a dispute confident that their dispute will be settled fairly and legally, which makes enforcement of an arbitration award often voluntary.

The widespread use of the Internet in the field of legal transactions in general and in the field of commercial transactions in particular has played a major role in the

emergence of electronic arbitration, which has witnessed widespread demand in recent times as it is the most appropriate to the data of technological development. Technological development, especially in international trade contract disputes. It is certain that the technological revolution and what It emerged from modern means of communication and its replacement of the traditional society with another virtual society, which led to the elevation of the role of electronic arbitration as a modern form of traditional arbitration. If the traditional environment in which international trade contracts take place, with what it requires of the physical presence of the parties, has produced arbitration in its traditional form, The electronic environment in which international trade contracts are concluded has created electronic arbitration.

The tremendous development that the world is witnessing today in the field of communications and information technology has contributed to the expansion of these transactions and the activation of this exchange, as this progress has cast a shadow on international commercial activity in a way that has led to the creation of global commercial activities that are carried out and carried out without the world, to a small village with a physical presence between... At its edges, the emergence of what is known as the Internet made all transactions easy without the need for movement and waiting. Shopping now took place via electronic sites in the form of virtual markets, in which merchants concluded their contracts through these media and executed them with remote transactions, facilitated by the emergence of digital money, smart credit cards, and electronic checks. This matter created new models of contracting that were not accommodated by the legal framework of contracting organized within the general theory of civil obligations. Legislation, whether at the international or national level, was forced to update the texts of its laws or create new texts that suit this new form of contracting, at least in establishing it legally, proving it, and implementing it.

The importance of studying:

The importance of studying this topic lies in its connection to international trade contracts, which have become strongly imposed in our contemporary society, especially after this trade began to take place remotely via the international Internet. The purpose of researching the role of electronic arbitration in settling international trade contract disputes, as it is one of the Recent and extremely important topics in international trade contracts, as it is an area of interest due to its novelty and important role in resolving disputes that arise from international trade contracts, as the number of people dealing with them increases day after day at a terrible speed, and with it the disputes arising from them increase, which necessarily require resolving them by a means that is compatible with the nature of the contracts. This trade can be done in the fastest time and lowest costs, and the best way to do this is to resort to electronic arbitration.

The study aims at emphasizing the following:

- 1-Revealing the ambiguity about the electronic arbitration system and demonstrating the extent of its effectiveness in resolving disputes in international trade contracts, starting from the conclusion of an electronic arbitration agreement between international trade dealers, via electronic means of communication, to the issuance of the electronic arbitration ruling that decides the dispute and how to implement it.
- 2- Explain the concept of electronic arbitration.
- 3- Highlighting the characteristics of electronic arbitration.
- 4- Clarifying the electronic arbitration procedures and how the case proceeds.
- 5- Confirming the effectiveness of electronic arbitration as a mechanism for settling disputes in electronic commerce contracts.

The study Problem:

After the spread of the use of information and communications technologies in concluding international trade contracts, thinking turned to resolving disputes arising from them using the same techniques to suit the electronic environment in which these contracts were concluded. In the face of the inability of the ordinary judiciary to keep pace with this technological development, electronic arbitration emerged as a modern method for resolving trade contract disputes. However, this system faces some difficulties due to the failure of the existing legal systems for arbitration to keep pace with technological developments, as these laws require the use of paper documents and the personal presence of the parties to the dispute or their representatives, as well as the presence of

witnesses and experts before the arbitration panel, so that the arbitration process takes place in a physical manner, in addition to assuming that the arbitration award is issued in a physical manner. Paper.

Based on the above, this research raises a basic problem: How effective is electronic arbitration in settling international trade contract disputes? This problem includes a group of sub-questions, the most important of which are:

- Can international trade clients conclude an arbitration agreement electronically via the Internet? Within the framework of national laws and international agreements, or do the latter require that this be done in writing and with a manual signature?

-Do the rulings issued pursuant to electronic arbitration in international trade contract disputes meet the requirements for their implementation in light of the traditional rules regulating arbitration? Can these rules - as they currently stand - accommodate electronic arbitration applications? Or does it need to be adapted and developed to respond to the electronic nature of this arbitration?

- Do electronic arbitration rulings have the authority of a *res judicata*? Is it possible for merchant customers? International appeals against these rulings before the national judiciary?

The study is based on three basic hypotheses as follows:

- 1- Electronic arbitration has a positive role in settling international trade contract disputes.
- 2- Electronic arbitration provisions are binding on the parties to the dispute and enforceable.
- 3-Electronic arbitration awards enjoy the authority of *res judicata*, like traditional arbitration awards, and this authority remains as long as the award remains in effect.

Studies that addressed the role of electronic arbitration in settling international trade contract disputes:

- 1- A study by researcher Reda Mahdi, electronic arbitration as a mechanism for settling disputes in electronic commerce contracts, *Journal of Legal Studies and Research*, Volume 7 - Issue 2, Algeria, 2022.

The research concluded that electronic arbitration does not differ from traditional arbitration as a procedure for resolving disputes in electronic commerce contracts except in the use of the Internet through which all procedures are carried out. Electronic arbitration is a positive method for settling e-commerce disputes, and electronic arbitration is distinguished from other alternative electronic means in that it issues rulings that are binding on the parties to the dispute and are enforceable.

- 2- A study by researcher Bouais Youssef, *Electronic Arbitration in International Trade Contracts*, Nour Journal of Economic Studies, Volume 4 - Issue 7, Algeria, 2018. The research concluded that the field of arbitration in general and the field of electronic arbitration in particular is witnessing a terrible vacuum in national legislation, due to the lack of a real political desire to resort to arbitration, especially when it comes to international trade contracts, which explains the refusal of decision-makers in the Algerian state to resort to arbitration. International often for two main reasons:
- A political reason represented by the state's refusal to give up its jurisdiction, which is to establish its own justice, as most third world countries see arbitration as interference in the internal affairs of states.
 - A legal reason that is essentially the lack of a reliable legal basis for resorting to international arbitration.

To cover this topic, some points will be covered. These include the following:

- The nature of electronic arbitration and its characteristics.
- The effectiveness of electronic arbitration in settling international trade contract disputes.
- Electronic arbitration procedures in international trade contract disputes.

2. The Nature of Electronic Arbitration and its Characteristics:

It is not possible to talk about electronic arbitration as one of the alternative means of settling disputes in international trade contracts in the absence of a clear concept of its concept, as it is one of the modern concepts in the science of law that was introduced because of the tremendous scientific development in the field of information and communications technology. To talk about this concept, we must address its definition. This is what we will discuss in the first point, while in the second point we will discuss its characteristics.

2.1 The concept of electronic arbitration:

The idea of electronic arbitration has emerged as an exclusive method for resolving disputes that arise as a result of the use of the Internet in electronic transactions, compared to other methods of resolving disputes such as electronic negotiations and electronic mediation, which allows the use of electronic technologies without the need for the parties to move or be present at the arbitration site.

Electronic arbitration does not differ in its essence from traditional arbitration except through the means through which the arbitration procedures are conducted. There is no paper, traditional writing, or the physical presence of people in this arbitration. There have been many

jurisprudential attempts that have dealt with electronic arbitration, and each definition reflects the point of view of its author and the angle from which this modern type of alternative means of resolving disputes in the field of international trade contracts is viewed, whether from the side of economic jurisprudence or from the side of legal jurisprudence, which makes reviewing all jurisprudential definitions Which was said in this regard to be impossible.

In order to understand this term, we decided to take a sample of the definitions that we consider to be the most expressive and meaningful of the term electronic arbitration, as follows:

Some jurisprudence holds that electronic arbitration is: "a special electronic legal system, which means settling arbitration disputes that arise or are likely to arise electronically." Others also define it as: "whose procedures are conducted via an international communications network in an audio-visual manner and without the need for physical presence for the parties to the dispute and the arbitrators in a specific place" [1]. Others provide a similar definition as follows: "The parties agree to submit their disputes arising or likely to arise from contracts concluded between them by electronic means to another person who shall decide them under an authority based on and derived from the agreement of the parties to the dispute using modern means of communication that differ from the traditional means used in traditional arbitration." [2].

Since electronic commerce is based on speed in concluding and executing contracts, and this is not compatible with the slowness of regular judicial procedures, the importance of electronic arbitration appears due to its speed and flexibility that is not available in regular judiciary, as electronic arbitration does not require the parties to the dispute to move or be physically present before the arbitrators. Rather, they can be heard via electronic means of communication via satellites, the latest disputes and the latest methods of resolution. An article published on the website [3].

Electronic arbitration is a special type of judicial system that arises from an agreement between the parties, through electronic means, to refer the dispute and optionally to resolve the existing dispute between them, which is mostly related to electronic commerce, and the ruling is issued using modern means of communication [4].

It is worth noting that electronic arbitration does not differ from traditional arbitration except through the means through which the arbitration procedures take place in the virtual world. This means may be e-mail, online chat, or other means provided by Taurus Informatics, as they are based on one basis of the parties' agreement as well. The

dispute shall be subject to an arbitrator who derives his authority from this agreement to decide the dispute with an arbitration ruling that differs in the extent of its binding force from the arbitration ruling in its traditional form.

Accordingly, electronic arbitration is characterized by the use of modern means of communication. It is clear that electronic arbitration, which is represented by the Internet, and since this electronic means is its distinguishing feature from the rest of the alternative methods for resolving disputes, but the question arises: is it necessary to complete the entire arbitration through electronic means to be considered it, or is it sufficient to use means Communication at any stage of its stages? Electronic arbitration. In this regard, legal jurisprudence has divided into two directions. The first direction considers arbitration electronically whether it takes place only, such as if it is used in some stages entirely using electronic means of communication, or electronic is limited to the stage of concluding the arbitration agreement, or at the stage of Adversarial, while the rest of the stages are used in normal ways [5].

As for the second trend, it believes that arbitration is not considered electronic unless it is completed entirely through arbitration procedures conducted by electronic means. The arbitration must begin with an electronic arbitration agreement, go through electronic procedures, and the arbitration ends with the issuance of an electronic arbitration award. The parties to the dispute do not meet with the arbitrator physically and no sessions are held. Arbitration in a physical form [6].

It is likely that the second opinion is closer to the truth because electronic arbitration is an arbitration that must be entirely conducted via electronic communications, and their argument for that is that adopting otherwise makes any arbitration over a network nothing but electronic arbitration because modern means of communication may be used at any stage of the process. Arbitration, such as sending some documents via e-mail or fax, or informing the parties of the means [7].

It can be said that electronic arbitration is an effective system that provides many advantages that traditional arbitration does not provide. It embodies all the provisions and rules regulated by internal arbitration legislation. Nothing hinders its development and effectiveness more than the existence of its own international legal framework in addition to the approval of national legislation regarding electronic transactions, especially regarding the specifics of electronic arbitration.

Electronic arbitration, which has recently emerged and is still in the process of modernization and legal and

technical regulation, still requires intervention by international organizations and states to develop a comprehensive framework that achieves comprehensive recognition and regulation of this new type of arbitration.

2.2 Characteristics of electronic arbitration:

It can be said that the advantages of arbitration appear clearly in electronic arbitration, as the procedures are extremely easy and quick, as the parties to the dispute are not obligated to move or be physically present before the arbitrators, but rather they can participate in the arbitration sessions through electronic communications and telephone conversations. This advantage also appears clearly in the issuance of Rulings from electronic arbitration bodies are issued quickly due to the ease of procedures that depend on the electronic exchange of documents related to the dispute[8]. electronic arbitration is also characterized by confidentiality and spares the parties the negatives of bringing their disputes before the public, unlike regular courts, which are subject to the principle of publicity of the trial and whose bodies do not adhere to this rule [9]. Electronic arbitration is also characterized by its low cost, in proportion to the volume of concluded electronic contracts, which in most cases are not large but rather modest. Multimedia systems are sometimes used that allow the use of audio-visual means in holding arbitration sessions on the direct line of the parties and experts, and this reduces travel expenses. And the transition [10].

In addition, electronic arbitration is distinguished by the fact that it achieves the required expertise in electronic commerce disputes, as these disputes often arise related to very precise technical matters, the details of which are difficult for legal professionals to understand, and it seems more appropriate that the matter of deciding them be referred to those who have sufficient experience in their transactions, which is what is achieved. Through the idea of electronic arbitration, the arbitration formula in electronic commerce disputes imposes itself on the arbitrators and chooses them from among those who have access to the world of electronics and have experience in the field of arbitration [11].

Documents in arbitration are exchanged electronically in an immediate and instantaneous manner via the information network or by fax, which is compatible with time being an essential element in economic transactions. In addition to this, the speed of issuing rulings due to the ease of procedures, as documents and papers are submitted by e-mail, and experts can be contacted directly or exchanged. Talk to them online [12].

3. The effectiveness of electronic arbitration in settling international trade contract disputes:

Given the specificity of international trade contract disputes, as they are contracts concluded mostly between parties from different countries, which would make electronic arbitration the most important means of resolving these contract disputes, the judiciary does not seem to be an appropriate way to resolve these disputes due to the procedures it requires and time that the circumstances do not allow. International trade: lawsuits are long and expensive, and regular arbitration is not a fast enough path in light of the trend of international trade from the ground to the Internet and the transformation of international trade contracts from traditional contracts concluded by meeting parties to electronic contracts concluded and implemented remotely via the Internet. These developments have prompted international trade traders to search for means to settle their disputes in an electronic manner that is consistent with the nature of these contracts, which require speed, as well as their privacy as they are concluded remotely. Therefore, electronic arbitration has emerged as a means of resolving disputes in international trade contracts, as it provides many advantages, most notably speed, effectiveness, and low costs.

Electronic arbitration does not differ from traditional arbitration, except through the means by which arbitration procedures take place in the virtual world. There is no paper, traditional writing, or the physical presence of people in this arbitration, so that the rulings may be obtained by the parties signed and prepared electronically.

The most important advantage of electronic arbitration is the speed of resolving the dispute, and this advantage is far superior to disputes in the corridors of national courts and regular commercial arbitration centers. The reason for this is that in electronic arbitration it is not necessary for the parties to the dispute to move or be physically present before the arbitrators, but rather the disputants can be heard. Via electronic means of communication via satellite. Electronic arbitration also enables the exchange of documents and evidence between the parties to the arbitration dispute at the same time via e-mail or any other electronic means, in addition to providing additional advantages, as the settlement process is usually surrounded by complete confidentiality from the time the request for mediation in resolving the dispute is sent until it arrives. to a final and satisfactory settlement for both parties, there is no doubt that this confidentiality is one of the most important issues that merchants and dealers in the field of international trade are keen on. The scope of electronic arbitration includes information systems and technology, applied computing, electronic, transactions and related matters. Electronic arbitration aims to purify and secure the

electronic work environment by settling or resolving disputes arising from legal relationships, whether contractual or non-contractual, and whether in the public sector. Or private, or between them, taking into account arbitration procedures in the public sector contained in various arbitration laws and systems. Electronic arbitration also provides advisory services that prevent the occurrence of disputes, for a healthy digital society. If we are correct in saying that electronic commerce is an overthrow of the paper government, then the same fate as the paper government will face traditional arbitration, even after a while. Because electronic arbitration combines the advantages of traditional arbitration with the advantages of the Internet, whose area continues to expand day after day due to the services it provides in all fields of knowledge.

4. Electronic Arbitration Procedures in International Trade Contract Disputes:

Arbitration procedures are a set of successive procedural actions that aim to reach a ruling issued by the arbitration panel that settles an existing dispute between the two parties to this arbitration. Electronic arbitration procedures differ from those followed in regular arbitration in terms of the method of communication between the parties to the electronic arbitration dispute, as they communicate by electronic means. It is one of the modern means of communication when conducting the arbitration process. However, these means must include the guarantees and principles guaranteed by laws and constitutions during the filing of the lawsuit and the conduct of the arbitration opponents when presenting their requests and means of defence. The purpose of resorting to electronic arbitration and initiating its procedures is to obtain a ruling that decides on the arbitration. Dispute electronically.

4.1 Electronic Arbitration Procedures and Applicable law:

As soon as the dispute occurs, the opponent sends the arbitration request electronically to his opponent or to the agreed-upon arbitration center. The arbitrator or arbitrators are then appointed electronically and requests, defenses and documents are exchanged. After the end of the arbitration procedures, a specific day is set for issuing the award, signing it electronically, and then sending it to the parties to the dispute via electronic means.

Electronic arbitration, in its procedures, is very similar to the procedures followed in regular arbitration, with the difference that it is carried out electronically, which makes the difference between them in the notification procedures, determining the location of the arbitration, and implementing its award. We will discuss the mechanism for submitting an arbitration request first, then the conduct of

the arbitration process second, and arriving at the applicable law, as follows:

4.1.1 Submitting a request for arbitration:

Arbitration procedures generally begin by submitting a request to one of the arbitration bodies or centers. However, one of the important matters before starting arbitration procedures is to accurately identify the defendant, in addition to identifying the subject of the dispute that the parties wish to subject to arbitration, as preparing this request requires careful attention. Superior because amending it thereafter is subject to the discretion of the arbitrator [13].

The first paragraph of Article (4) of the rules governing the International Chamber of Commerce in Paris stipulates that the dispute is settled in accordance with the rules of this chamber by submitting a request to the secretariat, through the offices specified in its bylaws, and the secretariat notifies the applicant and the defendant of receipt of the request, mentioning the date of its receipt [14].

Electronic arbitration procedures begin by submitting an "arbitration request," which is an electronic letter issued by the person of the arbitrator, via e-mail to the second party, who is the arbitrator, or to the agreed upon electronic arbitration institution [15].

4.2.1 Conduct of Arbitration Procedures:

Anyone who wants to resort to electronic arbitration must enter the website of the electronic arbitration center that he chose via the Internet by filling out the form, as there is a pre-prepared form on the center's website, and that form often includes the following data:

- The names of the parties, the nature of their work, and their email addresses.
- The nature and circumstances of the dispute.
- The purpose of the request, submitted and the nature of the settlement requested.
- List of evidentiary evidence.

The date of consideration of the dispute, according to the Center of the World Intellectual Property Organization, begins with the latter's receipt of a request if the arbitrator was not arbitrator, whether after or before paying the fees, after which he notifies the arbitrator against him of the dispute claim and the provision of evidence and supporting data. He has notified him in advance so that he can express his defense on the subject of the majority of systems being gathered. In order to facilitate arbitration procedures, the existing electronic dispute resolution system stipulates the necessity of creating a special website for each dispute that can only be accessed by the parties to the arbitration agreement or their agents and the arbitration court.

Some have considered that the case site corresponds to the court clerk's office for cases that are heard before the national judiciary. This site includes the arbitration request, documents, and announcements related to the dispute that is the subject of the arbitration agreement and its status for consideration by the arbitration panel. Both parties and the arbitration court must be informed of every document under that is entered and announced on the site [16].

In addition to creating a website for each case, we find another means that facilitates the electronic arbitration process, which is e-mail, which allows the transmission of texts, audio and visual means, and can be the most widely used means of presenting evidence immediately [17].

When the arbitrator exercises his arbitration duties, he is not far from the law or the parties, as his mission is similar to that of the judge. The arbitral tribunal is committed to respecting the basic principles of arbitration, which are the same as those found in litigation as they are related to public order. The most important of these principles are: the principle of equality between opponents, the principle of *prima facie*, and the principle of continuity [18].

4.3.1 The Applicable Law in Electronic Arbitration:

The right to determine the applicable law is left to the will of the parties and does not transfer to the arbitration court except in the event of reluctance to make this choice by the parties to the arbitration agreement. In this case, we find that the arbitration panel often applies the procedural rules established under the law of the place of arbitration, and accordingly the judge applies his national law [19].

The parties to the arbitration dispute enjoy complete freedom in determining the law applicable to the arbitration procedures. The first helps in resolving the issue of the dispute arising between individuals on the basis of an existing contractual relationship between them. The second helps in determining the system of evidentiary evidence, the validity of the arbitration agreement, the submission of documents, hearing witnesses, and how to organize deliberations and meetings via The Internet, but they share in their submission to the principle of the power of will determine it [20].

Accordingly, the parties also enjoy freedom when they choose the law applicable to the subject of the dispute. In case of reluctance, the choice is up to the arbitrator or arbitration panel to renew these rules, provided that the rules of the chosen law are appropriate to the circumstances of the dispute and take into account the provisions of public order, the general principles of arbitration, and the customs and traditions of international trade [21].

However, there are some problems when parties choose a specific law that does not regulate electronic

transactions, especially in light of the lack of special rules for electronic transactions in general and electronic arbitration in particular. The will of the parties may tend to choose the law of a particular country simply because it is more liberal with regard to the conditions it sets for the validity of the law. Electronic contracting, most legal systems, except for this case, does not appear to be a difficulty if the chosen law applies to electronic transactions [22].

4.2. Electronic arbitration award:

The electronic arbitration award is the result of the arbitration process from beginning to end, and it is what determines the legality of this process. In order for this award to be issued, it must go through many procedures imposed by the principles of arbitration. Accordingly, we will discuss the preparing the electronic arbitration award first, and then implementing the electronic arbitration award second.

4.2.1 Preparing the electronic arbitration award:

The Electronic arbitration award is issued after closing the case and referring the case to deliberation, which usually takes place via electronic means of communication, using the "vidéoconférence" technology after exchanging messages between the arbitrators in the event of multiple arbitrators. However, if it consists of one arbitrator, there is no need for that, and the arbitration award is issued. By a majority of opinions in accordance with what is applicable in most international and national laws, as well as international agreements and the rules of electronic arbitration bodies.

Most national legislation stipulates the legal validity of electronic arbitration provisions (Article 1035). The authority extends to the future and operates outside the dispute in which the ruling was issued [23]. The validity of arbitration awards has important consequences, which are:

- The court that issued the arbitration award does not have the authority to amend or cancel this award, but it is only it can, interpret or correct material errors contained therein.
- The dispute that was decided in the arbitration award may not be raised again before the ordinary judiciary. And if that is done

The person in whose favor the arbitration ruling was issued may argue that the case may not be heard because it has already been decided.

- The relativity of the arbitration award, as it is limited to its parties without extending to others.

4.2.2. Implementation of the Electronic Arbitration Award:

The electronic arbitration award in international trade contract disputes, as soon as it is issued correctly, acquires the validity of the *res judicata*, meaning that the parties must implement it automatically, and they must refrain from submitting the dispute again to the judiciary or arbitration. However, the electronic arbitration award gaining the validity of the *res judicata* does not mean at all that it acquires force. Executive This is because the executive status of arbitration awards is based on a decision issued by a competent judicial authority in the place where the award is to be implemented.

As for the enforcement of foreign arbitration awards, the issue of enforcing such awards is difficult due to the different legal systems and procedures that must be followed to recognize and implement this award. Therefore, the New York Convention of 1958 and the Washington Convention of 1966 were established to address the problems by obligating the signatory countries to recognize and enforce foreign arbitration awards. The former addressed the issue of procedures. Enforcement of arbitration awards according to the legal rules of the state in which the award is to be enforced [24].

The implementation of an electronic arbitration award is not characterized by different rules from the implementation of a traditional arbitration award, so the awards issued by the arbitration courts are implemented voluntarily and by mutual consent of the parties to the dispute. In the opposite case, the implementation of the ruling requires an order issued by the judiciary that acknowledges this ruling and serves as its executive formula. If the place of arbitration is determined, the electronic award will have its own nationality, like regular arbitration awards. Therefore, arbitration awards can be divided in terms of implementation into:

Enforcement in the country of issuance of the arbitration award: To be subject to normal enforcement procedures for enforcement awards and to be considered like any local award.

Implementation and recognition in foreign countries: Its implementation must be subject to the New York Convention of 1918, the provisions of which apply to electronic arbitration provisions as well.

There are conditions for implementing an electronic arbitration award, which are as follows:

- 1- Depositing the arbitration award with the clerk of the competent court by the party concerned with expediting.
- 2- Notifying the parties to the dispute of the arbitration ruling. Notifying the ruling is of great importance

because it has a role in determining the validity of the legal period, correcting material errors, and in explaining the ambiguity that one of the parties may fall into, as well as in appealing the ruling.

- 3- The expiration of the deadline for filing a lawsuit to invalidate the arbitration award.
- 4- Issuing an order to implement the arbitration award.

5. Conclusion:

It became clear through this study that electronic arbitration has become a reality and an accelerating reality that cannot be overlooked, especially in the world of cyberspace, regardless of the challenges and obstacles it faces, whether legal or technical. It is like any modern system that is faced with many problems that it is the responsibility of jurists to overcome. In a way that is consistent with this development in the communications revolution, as it faces many challenges regarding the legal framework and rules regulating it. The study confirmed that electronic arbitration is an effective means of settling disputes arising from international trade contracts. Indeed, it is considered one of the best alternative means compared to other alternative means of settling disputes due to the ease of its procedures, speed of resolution, and confidentiality, which is one of its most important features. In addition, it saves time, effort and money, and it also helps the disputing parties overcome the problem of jurisdiction and conflict of laws because it implements the principle of sovereignty of will in all its procedures.

6. Results:

- 1-The electronic arbitration system is considered one of the most important means of resolving international trade contract disputes at the present time, and this is because this system provides advantages that no other legal system provides for resolving disputes, most notably speed, effectiveness, and low costs.
- 2-Resorting to the electronic arbitration system and relying on it as a method for resolving disputes in international trade contracts will not be possible unless this system is put on the right track, and that is if it is undertaken by bodies with experience in the field of arbitration that have broad powers in preparing a legal framework for this type of arbitration that allows it to pursue The electronic arbitration procedure in all its stages.
- 3-Despite the advantages that electronic arbitration has in settling international trade contract disputes, it faces some challenges related, on the one hand, to the technology by which electronic arbitration procedures are conducted, which take place through an electronic mediator without a physical meeting between the parties, which requires verifying the identity of the parties. the parties and the validity of their documents and signatures

issued by them. On the other hand, it requires the existence of a legal organization that guarantees the implementation of electronic arbitration awards in light of the failure of traditional rules related to arbitration to accommodate all aspects of electronic arbitration, in addition to the inadequacy of the rules established by permanent electronic arbitration bodies to solve all the problems that may arise. concerning the electronic arbitration system.

- 4-Electronic arbitration procedures can be carried out using modern electronic media because these media can perform the same role as sessions held in a physical manner, provided that the electronic arbitration body respects the rights of defense and confrontation between opponents.
- 5-Electronic arbitration awards that are concluded electronically have the authority of *res judicata*, just like traditional arbitration awards, and this authority remains as long as the award remains in place, and it has this authority even if the order to implement it is not issued. This is because the legal effect of these rulings may not be overlooked simply because they are issued using electronic means.
- 6-Electronic settlement centers resorting to self-execution methods to implement electronic arbitration rulings is considered more effective and less expensive than resorting to the national judiciary, especially in the context of international trade contract disputes that may cost a lot of effort and money in the event that the beneficiary party resorts to the national judiciary in order to implement the ruling. Electronic arbitration, this requires his travel to the enforcement country or assigning a lawyer to carry out the enforcement procedures. In addition, after all these procedures and expenses, he may encounter the failure to recognize the electronic arbitration award and not implement it, especially in countries that do not recognize modern means of dealing, which makes resorting to enforcement methods Self-treatment, whether direct or indirect, is more effective than resorting to the national judiciary.

At the conclusion of this study we present a set of recommendations that we consider important to confirm the role of electronic arbitration in settling international trade contract disputes, which are:

- 1- The need for national legislation to remove all obstacles and legal challenges facing the electronic arbitration system by establishing a set of legal rules that are consistent with the requirements of electronic arbitration.
- 2-The necessity of amending international agreements and laws related to arbitration, especially the New York Convention Regarding the Recognition and Enforcement of Foreign Arbitral Awards of 1958, and the Model Law on Arbitration the International

Commercial Code of 1985, and this is consistent with the special nature of the electronic arbitration that takes place in an electronic environment through the international Internet.

- 3- Striving to spread the culture of electronic arbitration at the national and international levels, by holding conferences on electronic arbitration that bring together jurists and technical experts, aiming to establish a unified electronic substantive law that governs the electronic arbitration system and responds to developments that may arise in this type of arbitration.
- 4- Expanding the establishment of permanent centers for electronic arbitration that have high technology in conducting arbitration, starting from taking the procedures through the arbitration process and ending with the implementation of the award, so as to guarantee the technical security of the parties to the dispute in a way that preserves their secrets.
- 5- The necessity of establishing specialized and accredited bodies whose mission is to impart confidence and reassurance between the parties to electronic arbitration, as well as documenting the arbitration agreement, electronic documents and documents, and the electronic arbitration award, and issuing certificates proving their authenticity and the validity of their signature electronically.

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Compliance with ethical standards

Conflict of interest

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References

- [1] Jaafar Dhib Al-Maani, 2014, *Electronic Arbitration and the Role of the National Judiciary in Activating It*, First Edition, Dar Al-Thaqafa for Publishing and Distribution, p. 33.
- [2] Khaled Mamdouh Ibrahim, 2009, *Electronic Arbitration in International Trade Contracts*, first edition, Dar Al-Fikr Al-Jami'i, Alexandria, p. 249.
- [3] Muhammad Ahmed Hatta. Dated: 01/22/2009. <http://kenanaonline.com/users/hetta11/posts/81160>
- [4] Nafez Al-Yassin Muhammad Al-Madhoun. 2007, *The legal system for protecting electronic commerce*. Doctoral dissertation. Ain Shams University. p. 294.
- [5] Hossam El-Din Fathi Nassef, 2009, *Electronic Arbitration in International Trade Disputes*, ed., Dar Al-Nahda Al-Arabiyyah, Cairo, 4, p. 32.
- [6] Jaafar Dhib Al-Maani, 2014, *Electronic Arbitration and the Role of the National Judiciary in Activating It*, First Edition, Dar Al-Thaqafa for Publishing and Distribution, p. 35.
- [7] Safaa Fattouh Jumaa, 2013, *Disputes of E-Commerce Contracts between the Judiciary and Arbitration*, Ed., New University House, Alexandria, p. 287.
- [8] Ahmed Awad Hindi, 2009, *Electronic arbitration ruling*, Faculty of Law Journal for Legal and Economic Research, Faculty of Law, Alexandria University, second issue, p. 48.
- [9] Essam Abdel Fattah Matar, 2009, *Electronic Arbitration*, New University House, Alexandria, p. 54.
- [10] Nabil Zaid Interview, 2014, *Electronic Arbitration*, Journal of Jurisprudence and Law, Issue 24, October, p. 1.
- [11] Muhammad Hussein Mansour, 2003, *Electronic Liability*, New University House, Alexandria, p. 417.
- [12] Essam Abdel Fattah Matar, 2009, *Electronic Arbitration*, New University House, Alexandria, p. 54.
- [13] Safaa Fattouh Jumaa, 2013, *Disputes of E-Commerce Contracts between the Judiciary and Arbitration*, Ed., New University House, Alexandria, p. 287.
- [14] Mohamed Mamoun Salama, 2011, *Electronic Arbitration*, ed., New University House, Alexandria, p. 342.
- [15] Habit Amal, 2015, *Electronic commerce in Algeria, a dissertation to obtain a doctorate degree in science, Specialization 09 Law*, Faculty of Law and Political Sciences, Mouloud Mammeri University, Tizi Ouzou, p. 433.
- [16] Sami Abdel-Baqi Abu Salah, 2011, *Electronic Arbitration, A Comparative Study*, ed., Dar Al-Nahda Al-Arabiyyah, Beirut, pp. 145-155.
- [17] Boudissa Karim, 2012, *Electronic Arbitration as a Means of Resolving E-Commerce Contract Disputes*, master's degree Thesis, Faculty of Law and Political Sciences, Mouloud Mammeri University, Tizi Ouzou, p. 135.
- [18] Muhammad Ibrahim Abu Al-Haja, 2009, *Electronic Arbitration*, first edition, Dar Al-Thaqafa for Publishing and Distribution, Amman, p. 79.
- [19] Imad Al-Din Al-Mohammed, 2008, *The Nature and Patterns of Arbitration with a Focus on Online Arbitration*, International Commercial Arbitration Conference, April 28-30 - The Most Important Alternative Solutions for Resolving Commercial Disputes, College of Sharia and Law, Chamber of Commerce and Industry, Dubai, April 28-30, p. 1055.
- [20] Boudissa Karim, 2012, *Electronic Arbitration as a Means of Resolving E-Commerce Contract Disputes*, master's degree Thesis, Faculty of Law and Political Sciences, Mouloud Mammeri University, Tizi Ouzou, p. 73.
- [21] Khaled Mamdouh Ibrahim, 2009, *Electronic Arbitration in International Trade Contracts*, first edition, Dar Al-Fikr Al-Jami'i, Alexandria, p. 249.
- [22] Boudissa Karim, 2012, *Electronic Arbitration as a Means of Resolving E-Commerce Contract Disputes*, master's degree Thesis, Faculty of Law and Political Sciences, Mouloud Mammeri University, Tizi Ouzou, p. 134.
- [23] www.wipo.int/wipolex/ar/text.js
- [24] Hussein Abdul Aziz Abdullah Al-Najjar. 2014, *Judicial alternatives for settling investment and commercial disputes, arbitration, mediation and conciliation*. First edition, Morocco, pp. 165-166.