



BALTIC JOURNAL OF LAW & POLITICS

A Journal of Vytautas Magnus University
VOLUME 15, NUMBER 7 (2022)
ISSN 2029-0454



Cite: *Baltic Journal of Law & Politics* 15:7 (2022): 350-361
DOI: 10.2478/bjlp-2022-007024

Legal regulation of annexation and the problems it raises Comparative study

Hind Talib Yousif

Iraqi University - College of Law and Political Science

Email: hindt186@gmail.com

Assistant professor Dr. Maher Ibrahim Qinbr

Iraqi University - College of Law and Political Science

Email: maher.al-azawy@aliraqia.edu.iq

Received: October 17, 2022; reviews: 2; accepted: December 10, 2022

Abstract

As a result of economic development, international commercial transactions are becoming more complex nowadays, and then the occurrence of many complex disputes in certain commercial areas such as international sales of goods and international construction projects, where disputes usually involve many interrelated parties, the arbitration agreement may extend by including in the contract a clause or arbitration party, to more than one party who did not sign the arbitration agreement, and to a series of contracts belonging to the original contract, and then the resolution of these Multilateral and multi-contract disputes are efficiently done by consolidating or combining arbitration, which is desirable, especially since this procedure has many advantages, the most important of which is achieving the greatest degree of relative justice, as well as the arbitrator's knowledge of all aspects of the dispute extending to a number of overlapping contracts, all of which aim to achieve one economic interest.

Keywords

annexation, legal basis for annexation, legal problems of annexation

Introduction

First: Research Subject

The international community lives in our time and under the

globalization system in close contact and continuous and fruitful cooperation for the benefit of all humanity and in all aspects of international cooperation, this matter led to the emergence of problems that the national judiciary can solve, which led to the emergence of international arbitration as an alternative judiciary and was considered a global judicial system for the side of the national judiciary, and this system has become a field of international cooperation regardless of the difference in ideology or economic or political systems of dealers in international trade, but arbitration has become a field Fertile for legal and jurisprudential studies, it may occur in international contracts the problem of multiple arbitrations or arbitration clause, which is based on the existence of more than one center or arbitration court or body competent to consider the dispute arising between the parties in the terms or conditions of arbitration different arbitration and this may happen in one arbitration institution or two or more institutions of arbitration as if there was an arbitration clause that gave jurisdiction to adjudicate the dispute to the International Chamber of Commerce and at the same time found an arbitration clause in a contract related to the subject of the contract The original gave jurisdiction to the American Arbitration Association in this case we are facing the problem of multiple arbitration conditions clearly and explicitly.

Second: The importance of research

Annexation within the framework of international commercial arbitration is a procedural mechanism that would merge several separately existing arbitration procedures into one arbitration and annexation often emerges in special circumstances where the implementation of a contract depends on another contract or contracts and where it is not necessary that these other contracts relate to commercial relations between the same parties and that the importance of annexation is highlighted by the issuance of non-conflicting arbitration awards and then ease of implementation, as well as the time, effort and expenses that this provides. In addition to the arbitrator's knowledge of all aspects of the dispute extending to more than one condition or arbitration party, and this occurs if two or more contracts are linked to a subsidiary bond such as a series of contracts or that they are united by one economic interest.

Third: Research Objectives

The research aimed to shed light on automatic contracts, in terms of:

- 1- A statement of the legal basis for annexation.
- 2- A statement of the legal problems of the extension of the arbitration clause to several contracts or multiple parties.

Fourth: The research problem

The problem facing the joinder of arbitration is the extent to which it is

possible to intervene or include litigants from third parties in the bilateral arbitration litigation as a result of the nature of the agreement of arbitration, in addition to the presence of several bodies formed in different countries related to the implementation of the original contract.

Fifth: Research Methodology

This study followed a comparative analytical approach through reviewing and analyzing the legislative texts in the laws of different countries

Sixth: Research Plan

We dealt with the issue of the legal regulation of annexation and the problems raised by a "comparative study" through two requirements, the first will be the legal basis for annexation and the second will be the problems raised by annexation, as follows:

The first requirement: the legal basis for annexation

The basis of arbitration is the agreement of the parties, as the arbitration agreement as a procedural act aims to resolve disputes arising from the original contract is by extension, so it was necessary for the researcher to indicate the legal basis for the annexation of arbitrations or the annexation of arbitration contracts, so he addressed in this requirement the legal basis for annexation in accordance with international arbitration in the first section, and its basis within the framework of the international entities and conventions concerned.

Subchapter One: Legal basis for annexation in accordance with international arbitration legislation

As a result of developments in the fields of business, investments and international trade and the intertwining of contractual relations between the disputing parties in the present and the future, and as a result, the issue of multiple parties in contractual relations has emerged and thus to the emergence of arbitration in which there are multiple claimants or the respondent in different forms (1), and that one of the legal problems faced by arbitrators and judges in the annexation of arbitrations is the lack of a legal basis, even if there are some legal texts governing this issue, but it may suffer from many procedural defects, In international commercial arbitration, there may be some legislative texts that provide one of the legal foundations in the matter of joinder of arbitration (2).

The issue of joining arbitrations in related contracts arises that the arbitration clause extends from the contract in which it is contained to other contracts or extends this clause to legal persons, whether private such as companies or public such as institutions and state bodies in arbitration disputes,

not on the grounds that these persons to whom arbitration is extended are a party to the arbitration agreement, but it was considered in the light of certain data that necessitated its commitment to the arbitration agreement, which justifies considering it a party to this contract to which the effects of the arbitration clause extend (3) The arbitration agreement or the contractual basis, is the strongest basis for joinder, where there is a need for consensus between certain arbitration agreements in several matters such as the formation of the arbitral tribunal, the applicable law, the mechanism for appointing arbitrators, the procedural rules on which the arbitrations proceed, and then this consensus is sometimes an impossible task where it must decide, which of these arbitrations that lead the position or above the others should be noted, that in the end this issue is based in The basis is the will of the parties, and based on the foregoing, the researcher must indicate the legal basis adopted by the legal systems in the matter of joining arbitrations (4). If we take a look at national laws, it will show that these laws either allow the annexation of arbitrations, or recommend it even in the absence of agreement by the parties on the issue of annexation, or that they contain rules for annexation, but their normalization depends on the will of the parties and their agreement in adopting this annexation, but there are countries that represent the majority It only referred to this issue in its texts, but did not address this issue directly and remained reluctant to regulate this important issue (5). There was no explicit provision in the French arbitration law, whether local or international, to join arbitrations, but the French judiciary dealt with the idea of annexation, but it based its approval of annexation on the principle of the authority of the will and made it French law prevented the extension of the arbitration clause to third parties in Article (1443) of the French Law of Procedure (7), as well as article (12) of the Egyptian Civil and Commercial Arbitration Law No. (27) of 1994 and one of the cases in which it became clear France's position on the annexation of arbitrations, in a lawsuit (Sofidif) (8) This case was submitted to the Paris Court of Appeal for the consolidation of arbitrations resulting from a set of contracts, where the court clarified that "the legal rules that were applied to arbitration, which were based on the will of the parties, did not allow the effects of the arbitration agreement in dispute to be extended to third parties, and placed a barrier to any compulsory or optional intervention by third parties, in addition to that disputes arising from the connection of claims or indivisibility can only be resolved on a contractual basis, i.e. There is no annexation without the consent of all the litigants or the objection of one of the parties, and this will does not replace other considerations derived from the proper administration of justice or other considerations, otherwise the judgment issued in the annexed arbitrations thereafter is subject to annulment (9).

As for the position of the Iraqi Law of Procedure on the annexation of arbitrations, the articles related to the Iraqi Law of Procedure No. (83) of 1969 and its amendments focused on internal arbitration are devoid of any reference

directly or indirectly to the issue of joining arbitrations or the issue of extending the impact of the arbitration agreement as one of the issues developed in international commercial relations, and therefore it is inevitable to work the rule of relative effect stipulated in the Civil Law in Article (142), which entails in the field of arbitration clause, that That condition does not extend its negative or positive effect to third parties, and it would have been better for the Iraqi legislator to expand the scope of arbitration issues as a result of developments in international economic and trade relations (10).

The judicial courts in the state of New York adopted the idea of joinder of arbitration cases based on Articles (96 and 1456) of the State Civil Practice Law (11), where Article (96) stipulated that judicial authorities are allowed to join some special procedures on the grounds that annexation does not harm the basic rights of contractors, while Article (1456), which considered arbitration "a special procedure whereby the court exercises judicial power."

However, the Civil Practices Law ((of the State)), which adopted annexation, was replaced by the Civil Practices Law, which was issued in 1962, and the text of Articles (2) and (75) of this law excluded the idea that arbitration acts are considered as special procedures, which generated hesitation in judicial courts about the joinder of arbitration cases, after the legal basis on which the idea of annexation was based was canceled (12).

But the judicial courts in the state of New York insisted on their right to order the annexation of arbitrations without a legal basis, and relied on their discretion, which was built on the basis of two criteria that must be available to consider the annexation valid, which is the similarity of the topics of the dispute considered before arbitration, and the second criterion is not to harm the basic rights of the parties (13), but the emergence of these criteria was based on certain ideas, which crystallize by abandoning the will of the parties with regard to the approval of annexation, the judicial courts in the state of New York have set certain conditions for annexation, However, the annexation was not optional among them, and the second idea is the applicability of the same rule applied to the lawsuit, to the arbitration case, that is, it aims to link the two lawsuits on the basis of the unity of the subject matter, and also based on what was stipulated in the repealed law in Article (96) that the approval of the annexation does not harm the basic rights of the contracting parties (14). This is evident from the application of the text of Article (81/3/a) of the Federal Law of Procedure, which states: "In the case of lawsuits and proceedings developed under Title IX of the US Federal Law on Arbitration, the Law of Procedure shall apply, as long as the Arbitration Law does not contain a provision relating to procedural matters (16).

As for the legal basis for the annexation of these arbitrations in English law and its position on this issue, the English Arbitration Act of 1950 and the successive amendments to this law from the issue of annexation did not address this issue in any way, but the English judiciary addressed it, and the English

judiciary recognized the optional annexation of arbitration cases, and gave full freedom to the will of the parties to control all their arbitration disputes regardless of the advantages achieved by the annexation, if one of the parties opposes the issue of annexation, the judge or arbitrator cannot forcing them to do so, based on the powers of will on which arbitration is based, where the English judiciary divided the annexation into two forms: As for the merger of interrelated arbitration cases and merging them into one case, then an arbitral tribunal is reconstituted to issue a single arbitration award that binds all parties, and this was taken by American law without the need to address it again, and the image of combining arbitration sessions in related cases in a joint or simultaneous session or sessions without joining the entire cases, where the arbitrations remain independent. In order to issue independent arbitration awards as well, and this image has been developed from English law as the idea of considering two arbitrations together without joining the cases is due to the close link between these cases as well as the existence of an interest achieved by justice, as well as the inclusion of arbitration conditions similar in their provisions (17). Nowadays due to the multiplicity and intertwining of international trade relations.

Subchapter Two: Annexation within the framework of international entities and conventions

The United Nations Commission on International Trade Law (UNCITRAL) took the lead in the position on the issue of the annexation of arbitrations, which was established by a resolution of the United Nations General Assembly on December 17, 1966, making an effective contribution to addressing all aspects and issues of arbitration through the procedural rules that it regulated, on which the litigants of the dispute rely in their relations when describing the arbitration agreement or through the Model Law, which had a prominent role in its development with the aim of facilitating the explanation of an arbitration law before the competent legislative authority of a State. In 2010, it issued an updated version of the arbitral proceedings and was able at the session held in New York in 2007 to examine a range of issues, including the joinder of arbitrations, and this committee explained that the will of the parties is the basis for the joinder of arbitrations (18).

Also, what is being done in arbitral institutions of an international character, while it was recorded to join arbitrations (19) within the framework of the International Chamber of Commerce in Paris (CCI), where the issue of joinder of arbitrations was concerned, especially pending arbitrations, which are still developed and have not been decided, and therefore this chamber issued in 2011 several articles, including Article (10) stipulating: "The court may, at the request of the party, have the right to join two or more pending arbitrations, i.e. it has not been decided in accordance with the rules in one arbitration if What certain conditions have been met:

- 1- Consent of the parties to the annexation.
- 2- Claims are instituted in accordance with the same arbitration agreement.
- 3- That all arbitrations arise from the implementation of several contracts linked to the original contract, and the court found that arbitration agreements can be agreed upon and by analyzing this text, we find that the court, in order to take the joinder, analyzes the relevant circumstances, including the presence of one or more arbitrators who have been named in more than one arbitrator, or the same or different persons have been confirmed or named (20), and this is also confirmed by the text of Article (4/16) of the Chamber's Rules, which dealt with joinder when the party submits A request because it is related to a legal relationship that is being arbitrated between the same parties, and the control is still pending and pending in accordance with the rules of the International Chamber of Commerce, the court may, at the request of the party, decide to join the disputes contained in the request in the pending arbitration, provided that the texts of assignment have not been signed or the court has not yet approved them, but once these texts have been signed or approved by the court, the pending claims can be included in the pending proceedings.

As for the joinder within the framework of the American Arbitration Tribunal (A.A.A.): There is no special provision in the rules of the American Arbitral Tribunal for the joinder of arbitrations, and this explains the reluctant position of the US courts in this regard, as well as the London Court of International Commercial Arbitration, where its rules were devoid of any regulation of joinder, while its rules include a text related to the multiplicity of parties to the arbitration, and this is what is stipulated in Article (8) thereof, but the developments in the organization of the rules of this court, the latter added, as of October 1, 2014, a special text for the joinder of arbitrations, so it stipulated in Article 122. That the arbitral tribunal shall have the possibility to issue an order to join an arbitration with one or more arbitrations after the approval of the Court of London, and it is required that all arbitrations be heard in accordance with the rules of the London Court of International Commercial Arbitration, and that no arbitral tribunal has been constituted in any of the multiple arbitrations, or that all of them have been formed by the same arbitrators" (21).

The Swiss Court of Arbitration (SAC), after the good promulgation of the Swiss Rules in 2012, also has "the power to merge two or more arbitrations without the consent of the parties, and without any request by any party", and it is clear from this that these rules have been forcibly joinder in the consolidation of arbitration proceedings without the consent of the parties (22).

On the other hand, the legal basis for inclusion in investment agreements, where investment arbitration agreements are governed by many international agreements such as the North American Free Trade Agreement in 1992, the International Center for the Resolution of Investment Disputes

Agreement in 1966, the New York Convention in 1958 and the Washington Convention in 1965 (23).

The New York Convention went that the issue of joinder of arbitrations suffers from many difficulties, especially in the implementation of arbitration awards, especially since Article (2) of the New York Convention emphasizes the writing of the arbitration agreement, that is, the joinder procedure requires mainly, rewriting the contract with the arbitration clause it contains, that is, in the event that an arbitral tribunal is chosen, the arbitration clause must be in writing. Thus, this condition is required to be rewritten in the case of joinder, and in this case it will make it more difficult if the arbitration awards are enforced by non-parties who have not signed the arbitration agreement, in addition to that the state in which the arbitral award is being implemented on its territory can refuse to implement this award if it considers that it represents a violation of the contractual rights of the parties (24), and therefore is contrary to public order and this is stipulated in Article (5) of this Convention.

Another agreement is the Convention of the International Centre for the Resolution of Investment Disputes in 1966 on the Annexation of Arbitrations, which is the only international body competent to settle disputes arising between Contracting States and foreign investors, individuals or companies, and that this Convention did not indicate its position on the issue of the joinder of arbitrations (25), so it is not clear whether arbitral tribunals or institutions have a legal basis for joinder of arbitrations.

The second requirement: the legal problems raised by annexation

The emergence of multiple parties when referring the dispute to arbitration may lead to the collision of the parties to the arbitration with a set of issues that appear when joining other parties to the dispute were not contracting parties to the original contract and arbitration agreement, which results in the occurrence of some problems during the practical and practical conduct of arbitration procedures in order to reach a dispute resolution (26) and to clarify the most problems surrounding arbitration when multiple parties should have been addressed in this requirement by dividing it into two branches: Subchapter I: The inequality of the parties in the selection of arbitrators, and the problem of the law applicable and enforceable upon joinder in the second branch.

Subchapter One: Inequality of the parties in the selection of arbitrators

It is agreed that the will of the parties to the arbitration agreement is the basis for choosing the arbitral tribunal, and therefore joining the international arbitration is a procedural tool for a third party that joins the

arbitration agreement at the request of one of the parties to the suspended arbitration or at his will in the form of intervention, and it arises in the event of the accession of the third party, where the arbitration rules require the approval of the organizing party to form the tribunal, His accession is a waiver of his right to retire a court, to prevent subsequent appeals to the arbitral award on the basis of equal participation cases, which would directly cause legal issues in relation to the formation of the court (27), because the consent of the third party to join the arbitration after the formation of the arbitral tribunal, He must stand before a court in which he did not participate and this may be justified since the parties to the arbitration agreement have agreed to the mechanism of accession under the institutional rules included in the arbitration agreement, this is considered that they have waived their right in advance to appoint arbitrators, but this justification has been rejected by the Supreme Court of France and the French Court of Cassation in the case (Ducto) (28). As well as other problems in the event that the third party joins the arbitration agreement before the formation of the body, the difficulty in the multilateral agreement appears from the disproportion between the number of arbitrators specified in it and the number of parties to the dispute, most often the arbitration clause comes to determine three arbitrators, including the main or likely arbitrator, while the parties to the dispute reach three or more, each of them adheres to the selection of an arbitrator representing him, hence the difficulty appears, as the state of disproportion appears between the number of arbitrators specified on the condition of control and the number of liabilities (29).

Subchapter Two: The problem of the applicable law

The issue of joining arbitration procedures by joining multiple contracts or several parties to consider the disputes raised as a result of the implementation of the contract concluded between the original parties, and then the subsidiary contracts may be concluded in more than one country, which raises a conflict of laws, when it is possible to apply more than one law to a dispute, due to the different nationality of the parties or the subject of the dispute is related to more than one place in different countries, In the face of this problem, the authorities of legislation, jurisprudence and the judiciary have worked hard to address it, and this has resulted in many rules of attribution that guide to the applicable law according to several criteria in choosing the appropriate law on the arbitration dispute.

In the event that the arbitration is joined, the parties have full freedom to choose the law that will be applied to their dispute raised in the future, and this freedom stems from the consensual nature of arbitration, and the arbitral tribunal as an independent and does not derive its jurisdiction from any country, but derives its jurisdiction from the agreement of the parties, so the law chosen by the parties is applicable (30).

The law applicable to arbitration is defined as a set of legal rules that apply to the dispute from the time the arbitration is agreed upon until the award is rendered and enforced (31).

Based on the principle of the authority of the will, the parties to the dispute found themselves enjoying wide freedom in determining the applicable law, not only at the level of control disputes, but even on the procedures, and this is what distinguishes control from the ordinary judiciary, but there is nothing to prevent the parties from assigning both the subject of arbitration and arbitration procedures to separate jurists (32), and it should be noted in the course of this issue, To the fact that part of the jurisprudence differentiates between the principle of the authority of the will on the one hand and the principle of the law of will on the other hand, the first is embodied directly in the choice of law according to the rule of the contract *pacta sunt servanda*, and the result of the integration of this chosen law in the contract, and then considered in the provision of contractual conditions attached to the contract, while the second is considered a conflict rule based on the assignment of the contract to the law that has been chosen, The law chosen under this rule is therefore considered law strictly as a sense and not as a contractual clause.³³

Conclusion

At the end of our research, we reached the following results and conclusions and proposals:

First: Results

- 1- We recommend that in the case of joining the parties in one arbitration dispute, it is necessary to ensure that all parties expressly consent to the intervention of others or their inclusion in the arbitration dispute.
- 2- Multilateral arbitration raises legal problems that lie in the stage of procedures before settling the dispute objectively, represented in the formation of the arbitral tribunal and the applicable law, and perhaps the most appropriate solution to get rid of these problems is the existence of a model legal formulation of the arbitration agreement
- 3- There are many Arab systems did not address international arbitration or refer to it in their laws, such as the Iraqi Civil Procedure Law and did not address the legal basis for the extension of the arbitration agreement to others and thus the inclusion of all contracts and parties, so we recommend that some systems re-codify the arbitration system, and that the Egyptian Arbitration Law, and we also recommend that the House of Representatives speed up the approval of the draft arbitration law and address all aspects related to the arbitration agreement and its extension

Second: Proposals

- 1- We propose to include in the draft arbitration law the issue of joinder of arbitrations or joinder of parties for consideration before a single arbitral tribunal to accommodate all modern methods of contracting, and in order to keep pace with this progress in the development in international trade relations.
- 2- We call on the Iraqi legislator to formulate legal rules regulating the formation of the arbitral tribunal in the event that there are several arbitrations that he wishes to join and to achieve possible justice for all joining parties.
- 3- The need to link arbitration centers in the Arab countries and institutions and universities interested in arbitration, and coordination between the chambers of industry and commerce in the Arab countries on disputes related to arbitration.

Margins

- 1- Dr. Gamal Abdel Karim Assaf, *Multilateral Arbitration under the Laws and Rules of Arbitration*, Dar Al-Manzouma, 2001, p. 21.
- 2- Consolidation of separate proceedings, second circuit holds that consolidation is Governed by the terms of the parties, *Agreements*. Government of the United Kingdom of Great Britain. *Boeingco*, Harvard Law Review, vot. 07, No.2, PP.499
- 3- Sahar Mohamed Ahmed Dora, *Relativity of the Impact of the Arbitration Agreement*, Ain Shams University, 2019, p. 36
- 4- Samia Rashid, *Arbitration in Private International Relations*, Book One, *Arbitration Agreement*, Dar Al-Nahda Al-Arabiya, Cairo, 1984, p. 182.
- 5- Dr. Essam El-Din Al-Qasabi, *International Commercial Arbitration between the Inclusion and Extension of Arbitrations*, Ain Shams University, p. 27 and beyond.
- 6- Hamid Latif, *Multilateral Arbitration*, op. cit., p. 70.
- 7- Sahar Muhammad Ahmed Dora, *The Impact of Arbitration on Others*, previous source, pp. 365-366.
- 8- D. Boisseson. M, *Le droit Francais de l'arbitrage in terne et international*, 1990, No.620-621, P.546.
- 9- Gaillard, E *L'affaire sofidif ou les difficultes de l'arbitrage*, Rev. Arb., 1987, P.285
- 10- Sahar Muhammad Ahmed Dora, *The Impact of Arbitration on Others*, previous source, p. 366.
- 11- The Civil practice Act.
- 12- the New York civil practice law and rules (N.y.C.P.R) at art.96
- 13- D.T. Hascher, *consolidation of Arbitration by Amercan courts: fostering or Hampering international commercial arbirtation*, J.int. Arb. Vol.1, July 1984, P.131

- 14- the New York civil practice law and rules (N.y.C.P.R) at art.96
- 15- The federal rules of civil procedure
- 16- Fed. R. Civ. P.81 (a) (3): "in proceedings under Title9, U.S.C. relating to arbitration, these rules apply only to the extent that Matters of procedure are not provided for in these statutes"
- 17- M.Mabbs ,Parallel Arbitrations and concurrent Hearinge,the VII
- 18- the I.C.M.A. Cassblanca,1985, p.3
- 19- <http://www.iccwbo.org/policy/arbitrationindex.html>.visit 2022-5-20.
- 20- Dr. Essam Al-Din Al-Qasabi, previous source, p. 59.
- 21- Lexis Nexia "Does the consolidation of arbitrations: have an impact on party autonomy 16-6-2014.
- 22- peter"some observations on the Swiss rules of international arbitration "SEBASTIAN BSSON "INTRODUCTION"IN swiss rules of international arbitration commentary,ed. Zuberbuhler, Christoph Muller and philipp Habegger(The Hague :Kluwer law International,2005 ,p.20
- 23- Hascher Consolidation of Arbitration by American courts: fostering or hampering international commercial arbitration? "I J.I nt'L Arb./27/36(1984)
- 24- The European Union Directive of 2000, where the European Union did not include in its internal legislation legal obstacles to the use of electronic dispute settlement mechanisms away from the judiciary, and this is confirmed by the European Directive No. 31 of 2000 called the Electronic Commerce Directive.
- 25- Victor bonnin & Makane Moise Mbingue, Op. Cit., page 15.
- 26- Dr. Jamal Abdul Karim Al-Assaf, Multilateral Arbitration, previous source, p 27
- 27- Dimitar Kondev, multiparty and multi contract arbitration in the construction Industry(Wiley-Blackwell 2017),p12
- 28- The decision in the Dutco case resonated greatly and resulted in amendments to the ICC Rules as well as other institutional rules to ensure that all parties are treated equally in terms of their right to stand for election.
- 29- Dr. Bilal Abdel Muttalib, Cooperation Agreements and their Impact on the Extension of the Arbitration Clause, Journal of Law, Alexandria University, Issue (1), 2014, p. 69.
- 30- Izz El-Din Abdullah, Conflict of Laws in International Arbitration Matters in Private Law Articles, "Research published in the Journal of Contemporary Egypt, Sixty-ninth Year, Issue (371), 1978, p 26
- 31- Dr. Ahmed Sheta, Explanation of the Arbitration Law, Dar Al-Nahda Al-Arabiya, Cairo, 2002, p. 317.
- 32- Ashraf Abdel Alim, The Law Applicable to the Subject of Arbitration and Public Order in International Private Relations, Dar Al-Fikr Al-Jamia, Alexandria, 1st Edition, p. 88.
- 33- Mounir Abdel Meguid, Legal Regulation of International and Internal Arbitration in the Light of Jurisprudence and Arbitration Judiciary, Knowledge Foundation, Alexandria, 1997, p. 203 and beyond, p. 226