

**LAW AND ARBITRATION CENTRE**

**Law No. 31 of 2001  
(Jordan) Arbitration Law**

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### **Preliminary Note**

The Arbitration Law No. 31 of 2001 in Jordan is mainly derived from the Egyptian Arbitration Act No. 27 of 1994, which is based on the UNCITRAL Model Law of 1985 on International Commercial Arbitration. The current translation of the Jordanian law is an unofficial translation made by the Law and Arbitration Centre in Jordan (LAC), which is a private law firm. Many thanks to Cairo Regional Centre for International Commercial Arbitration, who made the unofficial translation of the Egyptian Law. Gratitude is extended to His Excellency Engineer Da'woud Khalaf (of Jordan) for his draft translation of the Jordanian Arbitration Law. Many thanks also to the UNCITRAL Model Law. All of the above were of help to LAC in performing its task.

It is to be noted here that the few annotations on the English text are not part of the Jordanian Arbitration Law, but have been made by the translator(s) for clarity.

For LAC /

Dr. Hamzeh Haddad

January 2002

**Law No. 31 of 2001**  
**(Jordan)<sup>(1)</sup> Arbitration Law**

**Article 1:** This law shall be called (Arbitration Law of 2001) and shall come into force after thirty days of publishing it in the Official Gazette<sup>(2)</sup>.

**General Provisions**

**Article 2: a.** The following expressions, wherever appearing in this law, shall have the meaning assigned thereto unless the context indicates otherwise:

**Arbitral Tribunal:** the tribunal composed of one or more arbitrators to adjudicate a dispute referred to arbitration in accordance with the provisions of this law.

**Competent Court:** The court of appeal within its jurisdiction the arbitration is conducted unless the parties agree to the jurisdiction of another court of appeal in the Kingdom<sup>(3)</sup>.

**b.** The expression “two arbitrating parties” in this law means the “two parties to arbitration” or “ the parties to arbitration”<sup>(4)</sup>, as the case may be.

**Article 3:** The provisions of this law shall apply to every conventional arbitration conducted in the Kingdom<sup>(3)</sup> and relates to a civil or commercial dispute between parties of public or private law persons whatever the legal relationship to which the dispute is connected, whether contractual or not.

**Article 4:** The provisions of this law shall apply to every arbitration existing at the time of its entry into force or commences thereafter even if it is based on an arbitration agreement prior to the entry into force of this law, provided that all previous procedures taken in accordance with any prior law shall remain valid.

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**Article 5:** In cases where this law allows the two arbitrating parties to choose a procedure that should be followed in a certain issue, this includes their right to authorize a third party to choose such procedure; and any arbitration institute or center, in the Kingdom<sup>(3)</sup> or abroad, shall be deemed (in this respect)<sup>(1)</sup> as a third party.

**Article 6:** a. Unless otherwise agreed by the two arbitrating parties, any (written) communication is deemed to have been received by a party, if it is delivered to the addressee personally, or delivered at his place of business, habitual residence or mailing address known to both parties, or that is defined in the arbitration agreement or in the document regulating the arbitral relationship between them.

b. If none of these (addresses) can be found after making serious inquiries, a (written) communication deemed to have been received if it is sent, by a registered letter, to the addressee's last known place of business, habitual residence or mailing address.

c. The provisions of paragraphs (a) and (b) of this article do not apply to judicial notifications before the courts.

**Article 7:** A party who knows that any requirement under the arbitration agreement or any provision of this law from which the parties may derogate has not been complied with and yet proceeds with the arbitration without stating his objection to such non-compliance within the time limit agreed upon or, in case of non-agreement, within a reasonable time, shall be deemed to have waived his right to object.

**Article 8:** In matters governed by this law, no court shall intervene except in cases provided for therein without prejudice to the arbitral tribunal's right of asking the competent court for assistance in the arbitral proceedings, such as calling a witness or an expert, ordering the submission of a document or a copy thereof or reviewing it, or any other thing, as the tribunal finds appropriate.

## Arbitration Agreement

**Article 9:** Arbitration agreement may not be concluded except by natural or legal persons who have legal capacities to dispose of their rights. Arbitration is not permitted in matters on which compromise is not allowed<sup>(5)</sup>.

**Article 10: a.** An arbitration agreement shall be in writing otherwise it is void. An agreement is in writing if it is contained in a document signed by the parties or in an exchange of letters, telegrams, faxes or telexes or other means of telecommunication which provide a record of the agreement.

**b.** The reference in a CONTRACT to the provisions of a standard contract or to an international convention or any other document containing an arbitration clause constitutes an arbitration agreement in writing, provided that the reference (to such clause)<sup>(1)</sup> is clear in regarding that clause as a part of the CONTRACT.

**c.** If the parties agree to arbitration while a court is reviewing the dispute, the court shall refer the dispute to arbitration and its decision shall be deemed as an arbitration agreement in writing.

**Article 11:** The arbitration agreement may be (concluded)<sup>(1)</sup> before the occurrence of the dispute whether in the form of a separate agreement or contained in a specific contract arising between the two parties. The arbitration agreement may also be concluded after the occurrence of the dispute even if such dispute was the subject of an action before any “judicial body”<sup>(6)</sup> and, in such a case, the agreement must precisely determine the subject of the dispute or, else, it is void.

**Article 12: a.** A court before which an action is brought in a dispute which is the subject of an arbitration agreement shall dismiss the case if the defendant so requests before entering into the substance of the dispute.

- b. Bringing an action as referred to in paragraph (a) of this article, does not preclude the commencement or continuation of the arbitral proceedings or the issuance of the arbitral award, unless otherwise agreed by the two parties.

**Article 13:** It is not incompatible with an arbitration agreement for a party to request, before or during arbitral proceedings, from a “Judge of Summary Matters” that a provisional or conservatory measure be taken in accordance with the “Law of Civil Procedures” and such measure may be withdrawn in the same manner.

### **The Arbitral Tribunal**

**Article 14: a.** The arbitral tribunal shall be composed, by agreement between the two parties, of one or more arbitrators and in case of non-agreement the number of arbitrators shall be three.

- b. The number of arbitrators, if more than one, shall be odd, otherwise the arbitration is void.

**Article 15: a.** An arbitrator must not be a minor, an interdicted person or deprived from his civil rights on the ground of a judgment against him for a felony or misdemeanor contrary to honor or due to a declaration of his bankruptcy, even if he has been rehabilitated.

- b. Unless otherwise agreed by the two arbitrating parties or provided for by the law, an arbitrator need not be of a specific gender or nationality.
- c. The arbitrator’s acceptance of his mandate shall be in writing and, when accepting, he shall disclose any circumstances likely to give rise to doubts as to his impartiality or independence.

**Article 16: a.** The two arbitrating parties are free to agree on the selection of arbitrators and on the manner and the date of their selection. Failing such agreement, the following procedures shall be followed:

- 1- If the arbitral tribunal consists of a sole arbitrator, he shall be appointed, upon request of either party, by the competent court.
  - 2- If the arbitral tribunal consists of three arbitrators, each party shall appoint one arbitrator and the two arbitrators thus appointed shall appoint the third arbitrator. If either party fails to appoint his arbitrator within fifteen days following the date of receipt of a request to do so from the other party, or if the two appointed arbitrators fail to agree on the third arbitrator within fifteen days following the date of appointing the more recently appointed arbitrator, the appointment shall be made, upon request of either party, by the competent court. The third arbitrator, whether appointed by the two appointed arbitrators or by the competent court, shall preside the arbitral tribunal.
  - 3- The procedures stated in paragraph (2) above shall be followed if the arbitral tribunal is composed of more than three arbitrators.
- b. If either party violates the agreed procedures of selecting the arbitrators, the two parties have not agreed on the way of performing such procedures, the two appointed arbitrators have not agreed on a matter that should be agreed on or if the third party fails to perform a function entrusted to him in this respect, then the competent court shall, upon request of either party, carry out the required measure or function.
  - c. When selecting an arbitrator, the competent court shall take into account the conditions required by this law as well as those agreed upon by the parties, and it shall issue its decision on the appointment of the arbitrator expeditiously, and such decision shall be subject to no appeal.
- Article 17:** a. An arbitrator may be challenged only if circumstances exist that give rise to doubts as to his impartiality or independence.

- b. Neither party may challenge an arbitrator appointed by him or in whose appointment he has participated, except for a reason he became aware after the appointment has been made.

**Article 18: a.** A request for challenge indicating the reasons for challenge shall be submitted to the competent court within fifteen days after the challenging party becoming aware of the constitution of the arbitral tribunal or becoming aware of the circumstances justifying the challenge. Unless the challenged arbitrator withdraws from his office after notifying him (of the challenge)<sup>(5)</sup>, the competent court shall decide on the request and such decision shall be subject to no appeal whatsoever.

- b. A request for challenge from a party who had previously submitted a request for challenging the same arbitrator and for the same reason shall not be admitted.

- c. The submission of a request for challenge shall not suspend the arbitral proceedings and if the challenge is admitted, all arbitral procedures in which the challenged arbitrator had participated, including the arbitral award, shall be deemed void.

**Article 19:** If an arbitrator becomes unable to perform his function or fails to commence or to continue such performance in a manner which leads to unjustifiable delay in the arbitral proceedings, and if neither he withdraws from his office nor the two parties agree on removing him, then the competent court is empowered, upon request of either party, to terminate his mandate by a decision which shall be subject to no appeal whatsoever.

**Article 20:** Where the mandate of an arbitrator terminates by a judgement admitting the challenge or because of removing him (by agreement of the parties)<sup>(1)</sup>, his withdrawal from his office, death, or his inability (to perform his function)<sup>(1)</sup>, or for any other reason, then a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator whose mandate being terminated.

**Article 21: a.** The arbitral tribunal is entitled to rule on pleas related to its own jurisdiction including those related to the non-



existence of an arbitration agreement, the expiry or nullity of such agreement, or that the subject of the dispute is not included in the agreement.

- b.** Those pleas shall be raised not later than the submission of the statement of defence referred to in Article (29/b) of this law. A party is not precluded from raising any of such pleas by the fact that he has appointed, or participated in the appointment of, an arbitrator. The plea that the arbitration agreement does not include matters raised by the other party while the dispute is being reviewed, shall be raised immediately or, else, the right of such plea shall lapse. In all cases, the arbitral tribunal may admit a late plea if it considers that the delay was due to a legitimate excuse or a justified reason.
- c.** The arbitral tribunal may rule on the pleas referred to in paragraph (a) of this article before ruling on the merits or may join them to the merits in order to adjudicate both (matters)<sup>(1)</sup> together. If it rules to dismiss the plea, such plea may not be raised except through the institution of a case for the annulment of the arbitral award adjudicating the dispute pursuant to the provisions of annulment of awards as stated in this law.

**Article 22:** An arbitration clause shall be treated as an agreement independent of the other terms of the contract. The nullity, revocation or termination of the contract shall not affect the arbitral clause therein if such clause is valid by itself.

**Article 23: a.** Subject to article (13) of this law, the two arbitrating parties may agree that the arbitral tribunal is empowered to order either of them, whether by its own initiative or upon request of either party, to take whatever interim or conservative measures it find necessary in respect of the subject-matter of the dispute, and it may require (either party)<sup>(1)</sup> to provide sufficient security to cover the expenses of such measures.

- b.** If the party to whom the order has been addressed fails to execute it, the arbitral tribunal may, upon request of the other party, authorize the latter to take the procedures necessary for such execution including the right to apply

to the competent court for issuing an order of enforcement.

### **The Arbitral Proceedings**

- Article 24:** The two arbitrating parties are free to agree on the procedures to be followed by the arbitral tribunal, including their right to subject such procedures to the rules applied at any arbitral institute or center in the Kingdom<sup>(3)</sup> or abroad; failing such agreement, the arbitral tribunal may, subject to the provisions of this law, select the (rules of)<sup>(1)</sup> arbitral proceedings it deems appropriate.
- Article 25:** The two arbitrating parties shall be treated with equality, and each party shall be given a full and equal opportunity of presenting his case or defense.
- Article 26:** Unless otherwise agreed by the parties, the arbitral proceedings commence on the date on which the composition of the arbitral tribunal is completed.
- Article 27:** The two parties are free to agree on the place of arbitration in the Kingdom<sup>(3)</sup> or abroad; failing such agreement, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case and the convenience of the parties in respect of such place. Nonetheless, the arbitral tribunal may meet at any place it considers appropriate to perform any of the arbitral procedures such as the hearing of the parties to the dispute, witnesses or of experts or for reviewing documents or the inspection of goods or property or for consultation among its members, or for any other thing.
- Article 28:** a. The arbitration shall be conducted in Arabic unless otherwise agreed by the two parties or that the arbitral tribunal determines another language or languages to be used. Such agreement or determination shall apply to the language of evidence, written statements, oral hearings, as well as to any decision taken or any message sent or award rendered by the tribunal, unless the two parties' agreement or the tribunal's decision provides otherwise.

- b. The arbitral tribunal may decide that all or part of the (written) documents used in the arbitration must be accompanied by a translation into the language or languages used in the arbitration and in case of multiplicity of such language(s), the translation may be limited to some of them.

**Article 29: a.** Within the period of time agreed by the parties or determined by the arbitral tribunal, the claimant shall send to the respondent and to each of the arbitrators a written statement of claim containing his name and address and the name and address of the respondent, an explanation of the facts of the case, a specification of the disputed issues, his claims and any other matter required, by the arbitration agreement, to be cited in that statement.

- b. Within the period of time agreed by the parties or determined by the arbitral tribunal and in reply to the statement of claim, the respondent shall send his statement of defense in writing to the claimant and to each of the arbitrators. The respondent may include in his statement any incidental claims related to the subject-matter of the dispute or invoke a right arising therefrom for the purpose of claiming a set-off, and he may do so even at a subsequent stage of the proceedings if the arbitral tribunal considers that the circumstances justify this (delay)<sup>(1)</sup>.

- c. Either party may annex to his statement of claim or defence, as the case may be, copies of the documents he relies on or make a reference to all or some of documents and means of evidence he will submit, and this shall be without prejudice to the tribunal's right to request the submission of the originals of documents on which either party relies.

**Article 30:** A copy of any memoranda, documents or papers submitted by either party to the arbitral tribunal shall be sent to the other party. A copy of any experts' reports, documents and any other (means of)<sup>(1)</sup> evidence submitted to the tribunal shall be sent to both parties.

**Article 31:** Either of the two arbitrating parties may amend or complete his claims or defences during the course of the arbitral

proceedings, unless the arbitral tribunal decides not to accept such amendment to avoid delaying adjudication of the dispute.

- Article 32:**
- a.** The arbitral tribunal shall hold hearings to enable each of the two parties to explain the subject-matter of the case and to submit his arguments and evidence and, unless the parties have otherwise agreed, the tribunal may consider that the submission of (written) memoranda and documents is sufficient (for adjudicating the dispute)<sup>(1)</sup>.
  - b.** The two arbitrating parties shall be notified of the date of hearings and meetings, which has been decided by the arbitral tribunal, and this shall be made before a sufficient time of such date according to the tribunal's judgement.
  - c.** The minutes of each hearing held by the arbitral tribunal shall be recorded in writing and a copy thereof shall be delivered to each of the two parties.
  - d.** The hearing of witnesses and experts shall be conducted under oath as in the form determined by the tribunal.
  - e.** The arbitral tribunal may accept the oath of a witness by a written testimony before any authority accredited in the country in which the testimony has been made according to the law of that country<sup>(7)</sup>.
- Article 33:**
- a.** If the claimant fails to submit his statement of claim according to Article (29/a) of this law without (showing)<sup>(1)</sup> sufficient cause, the arbitral tribunal may decide to terminate the arbitral proceedings unless otherwise agreed by the two parties.
  - b.** If the respondent fails to submit his statement of defense in accordance with Article (29/b) of this law, the arbitral tribunal shall continue the proceedings without treating this in itself as an admission by the respondent of the claimant's claim.
  - c.** If either party fails to appear at any hearing or to submit the documents requested from him, the arbitral tribunal may continue the proceedings and make the award on the evidence available before it.

- Article 34:**
- a.** The arbitral tribunal may appoint one or more experts to submit to it a written or an oral report on specific issues determined by the tribunal, and such appointment shall be recorded in the minutes of the (relevant)<sup>(4)</sup> meeting (or hearing)<sup>(4)</sup>. The arbitral tribunal shall notify each of the two parties of its decision designating the mission entrusted to the expert.
  - b.** Each of the two parties shall submit to the expert the information related to the dispute and shall enable him to inspect and examine what he requires of documents, goods and other property related to the dispute. The arbitral tribunal shall adjudicate any dispute arising between the expert and either of the two parties.
  - c.** The arbitral tribunal, as soon as the expert's report is deposited with it, shall send such report to each of the two parties to give him the opportunity to express his view in respect of the report, and each of them is entitled to review and check the documents on which the expert has relied.
  - d.** Following submission of the expert's report, the arbitral tribunal may, by its own motion or upon request of either party, hold a hearing to hear and examine the expert in respect of what is stated in the report. Each of the two parties is entitled to present, in that hearing, his own expert or experts to express an opinion on the matters stated in the report of the expert appointed by the court, unless otherwise agreed by the two arbitrating parties.

**Article 35:** The proceedings before the arbitral tribunal shall suspend in accordance with the situations and conditions provided for in the Law of Civil Procedures<sup>(8)</sup>, and such suspension shall have the effects as mentioned therein.

### **The Arbitral Award and Termination of Proceedings**

- Article 36:**
- a.** The arbitral tribunal shall apply to the subject-matter of the dispute the legal rules agreed upon by the two parties, and if they have agreed to apply the law of a given State, the substantive rules in that law shall be followed and not its rules relating to conflict of laws.

- b. Failing an agreement by the parties on the legal rules applicable to the subject-matter of the dispute, the arbitral tribunal shall apply the substantive rules in the law it deems most closely connected to the dispute.
- c. In all cases, the arbitral tribunal shall, when adjudicating the subject-matter of the dispute, apply the terms of the contract which is the subject of the dispute, and shall take into account the customs applicable to the transaction, the prevailing usages and the (previous)<sup>(1)</sup> dealing applied by the two parties.
- d. The arbitral tribunal may, if it has expressly been empowered to act as an *amiable compositeur* by an agreement between the two arbitrating parties, decide the dispute in accordance with the rules of justice and equity without complying with the law.

**Article 37:** a. The arbitral tribunal shall render the final award ending the entire dispute within the period of time as agreed upon by the two parties; failing such agreement, the award shall be rendered within twelve months as of the date of commencing the proceedings. In all cases, the tribunal may extend such period provided that the extension shall not exceed six months unless the two parties have agreed on a period of time exceeding that period.

- b. If the arbitral award has not been rendered within the period of time as provided for in paragraph (a) of this article, either party may apply to the president of the competent court to give an order setting another one period or more (for rendering the award)<sup>(1)</sup> or terminating the arbitral proceedings. In the latter case, either party may bring an action before the court that originally has jurisdiction over the dispute.

**Article 38:** Unless otherwise agreed by the two parties, if the arbitral tribunal is composed of more than one arbitrator, any decision of the tribunal including the final award shall be made unanimously or by a majority of all its members. However, a presiding arbitrator, if so authorized by the two parties or all the members of the arbitral tribunal, may decide questions of procedure.

**Article 39:** If, during the arbitral proceedings, the parties have agreed on a settlement ending the dispute, they are entitled to request that the terms of settlement be recorded (in writing) before the arbitral tribunal, which is bound, in this case, to give a decision containing those terms and ending the proceedings. Such decision shall have the effect of enforcement as the arbitral awards have.

**Article 40:** The arbitral tribunal may, before rendering the award that brings the dispute to an end, issue provisional decisions or awards in part of the claims.

**Article 41:**

- a.** The arbitral award shall be in writing and shall be signed by the arbitrators. If the arbitral tribunal is composed of more than one arbitrator, the signatures of the majority of the arbitrators shall suffice, provided that the reasons for the non-signing of the minority are stated in the award.
- b.** The arbitral award shall state the reasons upon which it is based unless otherwise agreed by the two arbitrating parties or unless the law applicable to the arbitral proceedings does not require the mentioning of such reasons.
- c.** The arbitral award shall include the names and addresses of the parties to the dispute and their addresses, the names of the arbitrators, their addresses, nationalities and capacities, a summary of the arbitration agreement and of the disputant's claims, sayings and documents, the text of the ruling (award), the date and place it was rendered, and the reasons on which the award is based when the citing of such reasons is mandatory. The award shall (also)<sup>(1)</sup> determine the arbitrators' fees, the costs of arbitration and the way of distributing such costs between the parties.
- d.** If no agreement on the arbitrators' fees has been concluded between the parties and the arbitrators, such fees shall be determined by a decision of the arbitral tribunal, which may be subject to appeal before the competent court, and the court's decision in this respect shall be final.

**Article 42: a.** The arbitral tribunal shall deliver to each of the two parties a copy of the arbitral award within thirty days of the date of rendering it.

**b.** The arbitral award may not be published in whole or in part except with the approval of the two parties to arbitration.

**Article 43:** If, in the course of arbitral proceeding, a matter outside the scope of the arbitral tribunal's jurisdiction arises, or if a document submitted to it is challenged for forgery and criminal proceedings in respect of that document or for any other criminal act have been instituted, the arbitral tribunal may continue reviewing the subject of the dispute if it deems that the adjudication on this matter, on the forgery of the document or on the other criminal act is not indispensable for issuing an award on the subject of the dispute. Otherwise, the tribunal shall decide the suspension of the proceedings until a final judgment is issued in this respect, and such decision entails the suspension of the time limit determined for rendering the arbitral award.

**Article 44: a.** The arbitral proceedings are terminated in any of the following events:

- 1-** Upon the issuance of the award ending the entire dispute.
- 2-** Upon the issuance of an order ending the arbitral proceedings pursuant to article (33/a) of this law.
- 3-** If the two parties agree on the termination of the arbitral proceedings.
- 4-** If the claimant abandons the dispute submitted to arbitration, unless the arbitral tribunal decides, upon the respondent's request, that the latter has a genuine interest in the continuation of the arbitral proceedings until the dispute is adjudicated.
- 5-** If the arbitral tribunal finds that the continuation of the arbitral proceedings has for any reason become useless or impossible.



**6-** Failure to reach the majority required for the issuance of the arbitral award.

**b.** Subject to the provisions of articles 45, 46 and 47 of this law, the mandate of the arbitral tribunal terminates with the termination of the arbitral proceedings.

**Article 45: a.** Either of the two arbitrating party may, within thirty days following the date of receipt of the arbitral award, request the arbitral tribunal to interpret any ambiguity in the text of the award. The party requesting interpretation shall, before submitting the request to the tribunal, send a copy of such request to the other party.

**b.** The interpretation shall be issued within thirty days following the date on which the request for interpretation was submitted to the arbitral tribunal. The tribunal may extend this period of time for further fifteen days if it deems such extension is necessary.

**c.** The decision of interpretation is deemed to be a complementary part of the arbitral award and is subject to the rules applicable thereto.

**Article 46: a.** The arbitral tribunal shall, by a decision on its own initiative or upon request of a party, correct any material errors in its award, whether clerical or in computation. The decision of correction shall be issued without a hearing within thirty days following the date of rendering the award or of submitting the request for correction, as the case may be.

**b.** The decision of correction shall be issued by the arbitral tribunal in writing and be notified to the parties within thirty days of the date on which it was issued. If the arbitral tribunal exceeds its authority relating to correction, the decision of the tribunal may be nullified by an action for nullity subject to the rules of this law.

**Article 47: a.** Either of the two arbitrating parties may, even after the expiry of the time limit for arbitration, request, within thirty days following the date of receipt of the arbitral award, the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted

from the award. Such request shall be notified to the other party before its submission (to the tribunal)<sup>(4)</sup>.

- b. The arbitral tribunal shall make the additional award within sixty days from the date on which the request was submitted, and may extend this period of time for other thirty days if it deems such extension necessary.

### **Nullity of Arbitral Award**

**Article 48:** Arbitral awards rendered in accordance with the provisions of this law may not be challenged by any of the means provided for in the Law of Civil Procedures. However, an action for nullity of the arbitral award may be instituted in accordance with the provisions of Article (49), (50) and (51) of this law.

**Article 49: a.** An action for the nullity of the arbitral award shall not be admitted except in any of the following cases:

- 1: If no valid arbitration agreement (and) in writing exists, or such agreement is terminated because of the expiration of its time limit.
- 2: If, at the time of concluding the arbitration agreement, either of the two arbitrating parties was (fully) incapacitated or minor pursuant to the law governing his capacity.
- 3: If either of the two arbitrating parties was unable to present his defence because he was not properly notified of the appointment of an arbitrator or of the arbitral proceedings or for any other reason beyond his control.
- 4: If the arbitral tribunal excluded the application of the law agreed upon by the parties to govern the subject-matter of the dispute.
- 5: If the composition of the arbitral tribunal or the appointment of the arbitrators was not in accordance with this law or the agreement of the two parties.
- 6: If the arbitral award rules on matters not included in the arbitration agreement or exceeds the scope of

such agreement. Nevertheless, if parts of the award relating to matters subjected to arbitration can be separated from those not so subjected, then nullity shall apply only to the latter parts.

- 7:** If the arbitral tribunal has not complied with the conditions of the award in a manner affecting its content, or that the award was based on void arbitral proceedings affecting it.
- b.** The competent court seized the action for nullity shall, by its own initiative, nullify the award in respect of what is in its content violating public order in the Kingdom<sup>(3)</sup>, or if the subject-matter of the dispute is not capable of being subject to arbitration.

**Article 50:** An action for nullity of the arbitral award must be raised within thirty days following the date on which the arbitral award was notified to the party against whom it was rendered; and such action is admissible even if the party invoking nullity had waived his right to do so before the issuance of the arbitral award.

**Article 51:** If the competent court approves the arbitral award, it must decide its execution and such decision is final. If, otherwise, the court decides the nullity of the award, its decision is subject to challenge before the Court of Cassation within thirty days following the date of notifying that decision. The final decision nullifying the award results in extinguishing the arbitration agreement.

### **Enforcement of Awards**

**Article 52:** Arbitral awards rendered in accordance with this law are deemed to have the authority of *res judicata* and shall be enforceable by complying with the provisions of this law.

- Article 53:**
- a.** The application for enforcing the arbitral award shall not be accepted unless the period of time given to the action for nullity expires.
- b.** An application for enforcement shall be submitted to the competent court and accompanied with the followings:

- 1: A copy of the arbitration agreement.
- 2: The original award or a signed copy thereof.
- 3: An Arabic translation of the arbitral award authenticated by an accredited authority if the award was not issued in Arabic.

**Article 54: a.** The competent court shall review the application for enforcement without hearings, and shall order its execution unless it finds out that.

1. The award includes violation of public order in the Kingdom<sup>(3)</sup>. If that part in the award including such violation can be separated (from others)<sup>(1)</sup>, the court may order the execution of the other part(s).
2. The award was not duly notified to the party against whom it was rendered.

**b.** A decision of the court ordering the enforcement of the arbitral award is subject to no appeal while the decision refusing the enforcement is subject to challenge before the Court of Cassation within thirty days following the date of notification (of that decision)<sup>(1)</sup>. The approval of the decision refusing the ordering of enforcement shall result in extinguishing the arbitration agreement.

**Article 55:** The Law of Arbitration No. 18 of the year 1953 shall be abrogated.

**Article 56:** The Prime Minister and Ministers are tasked to carry out the provisions of this Law.

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- 1- The word(s) between the two brackets has / have been added by the translator.
  - 2- The Law was published in the Official Gazette on 16 July 2001 no. 4496 (p. 2821-2836)
  - 3- "Kingdom" means the Hashemite Kingdom of Jordan.
  - 4- *Ie*, whenever they are more than two parties.
  - 5- *Ie*, is not allowed by law or, in other words, that the dispute cannot be decided, accordingly to the law, on "*amiable compositeur*" basis .
  - 6- This means in most, if not all, cases "a court".
  - 7- The text means here the "affidavit".
  - 8- *Ie*, articles 122 and 123 of the said Law.