The New Syrian Arbitration Act

Law No. 4

The President of the Republic

In accordance with the provisions of the Constitution.


Promulgates the following:

Chapter One
General Provisions

For the purposes of this Act, the terms and expressions set out hereunder shall have the meaning ascribed next to it:

Arbitration: a legal consensual dispute settlement method in lieu of the judicial system, whether the body entrusted to carry out the arbitral procedures by virtue of agreement of the parties is an institution or a permanent arbitration center or not.

The Arbitral Tribunal: a panel composed of one or more arbitrators to resolve a dispute referred to arbitration in accordance with the terms of the arbitration agreement.

The Arbitration Agreement: an agreement by which the two parties agree to resort to arbitration to resolve all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

The Parties to Arbitration: the two parties to arbitration or the parties to arbitration.

قانون التحكيم السوري الجديد

قانون رقم (4)

رئيس الجمهورية

بناء على أحكام الدستور.


يصدر ما يلي:

فصل الأول
أحكام عامة

بكون للمصطلحات والعبارات الواردة أدنى وللأغراض هذا القانون - المعنى المبين بجانب كل منها:

التحكيم: أسلوب اتفاقى قانوني لحل النزاع بدلاً من القضاء سواء أكانت الهيئة التي ستولى إجراءات التحكيم بمقتضى اتفاق الطرفين منظمة أم مركزاً دائماً للتحكيم أم لم تكن كذلك.

هيئة التحكيم: الهيئة المشكلة من محكم واحد أو أكثر للفصل في النزاع المحال للتحكيم وفقاً لشروط اتفاق التحكيم.

اتفاق التحكيم: اتفاق طرفي في النزاع على اللجوء للتحكيم لفصل في كل أو بعض المنازعات التي نشأت أو يمكن أن تنشأ بينهما بشأن علاقة قانونية معينة عقدية كانت أم غير عقدية.

طرفان التحكيم: طرفان التحكيم أو أطراف التحكيم.
Commercial Arbitration: arbitration in which the subject matter of the dispute arises out of a legal relationship of a commercial nature, whether contractual or not.

International Commercial Arbitration: the arbitration in which the subject matter of the dispute is related to international trade, even if the arbitration is conducted in Syria, as in the following cases:

1. If the two parties to an arbitration agreement have, at the time of the conclusion of that agreement, their principal places of business in two different States; if a party has more than one place of business, the place of business is that which has the closest relationship to the arbitration agreement; and if he does not have a place of business, reference is to be made to his habitual residence.

2. If the principal place of business of the two parties is located in the same State at the time of conclusion of the arbitration agreement, and one of the following places is situated outside that State:

   (a) The place of arbitration as determined in, or pursuant to, the arbitration agreement.

   (b) The place where a substantial part of the obligations of the commercial relationship between the parties is to be performed.

   (c) The place with which the subject-matter of the dispute is most closely connected.

3. The subject matter of the arbitration agreement relates to more than one
Article 2:
1. Without prejudice to the international conventions in force in the Syrian Arab Republic, the provisions of the present Act shall apply to any arbitration conducted in Syria; it shall also apply to any international commercial arbitration conducted abroad if the two parties agree to subject it to the provisions of this Act.

2. Arbitration in respect of disputes over administrative contract shall remain subject to the provisions of article (66) of the Procurement Act, enacted by Law No. 51 of 9/12/2004.

Article 3:
1. In arbitration matters that are within the scope of this Act, jurisdiction shall be vested to the Court of Appeal in whose circuit arbitration is conducted, unless the two parties agree on the jurisdiction of another Court of Appeal in Syria.

2. The Court to which jurisdiction is vested under the preceding paragraph, shall remain competent alone until the completion of all arbitration procedures.

3. If the dispute is related to a right on a real property, a claim notice shall be inserted in the record of the real property by Order taken in the deliberation room of the court to which jurisdiction is vested under the first paragraph of this article.

Article 4:
1. Except if agreed otherwise by the parties to the arbitration, any letter or notice shall be delivered to the addressee personally, or at his place of business, habitual residence or mailing address, as known or determined in the arbitration country.
agreement or the contract, through the judicial officers in the appellate court circuit defined in article (3) of this Act.

2. If none of the addresses referred to in the preceding paragraph could be found, the addressee shall be deemed as served if service is made by registered mail to his last-known place of business, habitual residence or mailing address.

3. Service shall be deemed as delivered on the next day of the date it was made in the manner defined in the preceding two paragraphs.

4. The provisions of this article do not apply to judicial communications in court proceedings.

Article 5:
1. The two parties to arbitration shall be free to determine the law, which the arbitral tribunal shall apply to the subject matter of the dispute.

2. If the parties to arbitration agree to subject the legal relationship between them to the provisions of a model contract, an international convention or any other document, then the provisions of such document, including those related to arbitration, must apply.

Article 6:
In those cases where this Act permits the two parties to arbitration to select the procedure which must be followed in a given matter, this also includes their right to allow a third party to make such selection.

Chapter Two
The Arbitration Agreement

Article 7:
1. The arbitral agreement may precede the occurrence of the dispute, whether

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Chapter Two
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such agreement exists independently or as a clause in a given contract in connection with all or certain disputes which may arise between the parties. In such case, the subject matter of the dispute must be determined in the statement of claims referred to in Article (27) hereof.

The arbitral agreement may also be concluded after the occurrence of a dispute, even when such dispute is tried in court. In such case, the agreement must determine the matters included in the arbitration, otherwise it shall be null and void.

2. Any reference in the contract to a document containing an arbitral clause is deemed to be an arbitral agreement, if the reference is clear in considering such clause as part of the contract.

Article 8:
The arbitral agreement must be in writing otherwise it shall be null and void. An agreement is in writing if it is included in a contract, an official or ordinary document, or in minutes drafted before the arbitral tribunal, or in any exchange of letters, whether ordinary or sent through means of written communication (e.g. email, fax, telex), if they establish the common intent of their senders to choose arbitration as a dispute settlement method.

Article 9:
1. Arbitral agreements may only be concluded by natural or artificial persons having capacity to dispose of their rights under the applicable law.

2. Arbitration agreements are not permitted in matters where compromise is not allowed or in matters contrary to public order or related to nationality or public interest.

Arbitrable agreements may be concluded also after the occurrence of a dispute, even when such dispute is tried in court. In such case, the agreement must determine the matters included in the arbitration, otherwise it shall be null and void.

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personal status, except where it concerns the financial effects resulting from such matters.

Article 10:
1. A court before which an action is brought in a matter subject to an arbitration agreement shall rule the case non-admissible, if the defendant invokes it before raising any request or defense in the case, unless it finds that the agreement is null and void, cancelled, inoperative or incapable of being performed.

2. Where an action referred to in the preceding paragraph has been brought, arbitral proceedings may nevertheless be commenced or continued, and an award may be made, while the issue is pending before the court.

Article 11:
The arbitral clause is deemed to be an agreement that is independent of the other terms of the contract. The expiration, nullity, repudiation, revocation or termination of the contract shall not affect the arbitral clause therein, provided such clause is valid per se, unless agreed otherwise by the parties.

Chapter Three
The Arbitral Tribunal

Article 12:
1. The arbitral tribunal is composed, by agreement between the parties, of one arbitrator or more. Failing such agreement, the number of arbitrators shall be three.

2. If there is more than one arbitrator, the tribunal must, under pain of nullity, be composed of an odd number of arbitrators.
Article 13:
1. The arbitrator must not be a minor, subject to interdiction or deprived of his civil rights by reason of a judgment against him for a felony or misdemeanor contrary to morality or by reason of declaration of bankruptcy, unless he has been rehabilitated.

2. The arbitrator need not be of a specific sex or nationality, unless the parties to arbitration agree otherwise.

Article 14:
1. If a dispute arises and the two parties have not agreed on the selection of arbitrators, the following shall apply:

(a) If the arbitral tribunal is composed of one arbitrator, the court defined in article (3) hereof shall proceed in choosing the arbitrator on request of any one of the two parties.

(b) If the arbitral tribunal is composed of three arbitrators, each party shall select one arbitrator, and the two arbitrators shall agree on the selection of the third arbitrator.

(c) If either party fails to appoint the arbitrator within thirty days 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 thirty days of the more recent appointment, the selection shall be made, upon request of either party, by the court or other authority specified in article (3) of this Act, by order taken in the deliberation room. The arbitrator selected by the two arbitrators appointed as aforesaid or by the court shall preside over the Arbitral Tribunal. These provisions shall apply to cases where the Arbitral Tribunal is

مادة 13 - لا يجوز أن يكون المحكم قاصرًا أو محجورًا عليه أو محررًا من حقوقه المدنية بسبب الحكم عليه بتهمة أو جنحة شائعة، ما لم يكن قد رد إليه اعتباره.

2 - لا يشترط في المحكم أن يكون من جنس أو جنسية معينة إلا إذا اتفق طرفان التحكيم على غير ذلك.

مادة 14 - إذا وقع النزاع ولم يتفق الطرفان على اختيار المحكمين يتبع ما يلي:

أ - إذا كانت هيئة التحكيم مشكلة في محكم واحد تولت المحكمة المعرفة في المادة (3) من هذا القانون اختياره بناء على طلب أحد الطرفين.

ب - إذا كانت هيئة التحكيم مشكلة من ثلاثة محكمين اختار كل طرف محكماً عنه ثم يتفق المحكمان على اختيار المحكم الثالث.

ج - إذا لم يعين أحد الطرفين محكماً خلال مدة (30) يوماً التالية تسلمه طلبه بذلك من الطرف الآخر، أو إذا لم يتفق المحكمان معهان على اختيار المحكم الثالث خلال مدة (30) يوماً التالية لتاريخ تعيين آخرهما تولت المحكمة المعرفة في المادة (3) من هذا القانون اختياره بناء على طلب أحد الطرفين بقرار تتخذه في غرفة المذاكرة ويكون للمحكم الذي اختاره المحكمان المعينان أو الذي اخترته المحكمة رئاسة هيئة التحكيم، وسري هذه الأمكار في حالة تشكيل هيئة التحكيم من أكثر من ثلاثة محكمين.
composed of more than three arbitrators.

2. The number or arbitrators appointed by the Court shall be equal to the number agreed upon by the two parties.

3. In appointing the arbitrators, the court shall observe the conditions required by the present Act and those agreed upon by the two parties and shall issue its decision in this regard expeditiously in the deliberation room after addressing a service of process to the two parties.

4. The court shall take any measure that the two parties or a third party should have taken in respect of the selection of the arbitrators, but has not taken it, either because of the disagreement of the two parties or because of the failure of such third party to take such measure.

5. The order issued in accordance with this article shall not be subject to any form of appeal. An order rejecting a request of appointment shall be subject to appeal before the Court of Cassation within thirty days of the communication of such order, and the court shall rule on appeal within a period of thirty days from the date of its receipt of the case file.

Article 15:
Any person who assaults an arbitrator during the exercise or because of his arbitration mission shall be punished with the same penalty that applies to assaults against judges.

Article 16:
1. The court defined at article (3) of this Act shall, upon request of the most hastening party, appoint an alternative arbitration in the following two cases:

(a) If the arbitrator fails to start his work.
(b) If the arbitrator withdraws from his office, or if an obstacle prevents him from exercising his mandate, or if he is dismissed or a challenge against him is admitted.

2. A substitute arbitrator shall be appointed pursuant to the procedures followed for the selection of the arbitrator whose mission has ended.

Article 17:
1. The arbitrator's acceptance of the mission entrusted to him shall be in writing and bear his signature, either in the arbitration agreement, or in an independent document which evidences his acceptance or in the minutes of the arbitration hearing. He must disclose to the two parties to arbitration and to the other arbitrators any circumstance which are likely to raise doubts as to his impartiality or independence, whether existing when he accepted his mission or occurring during the arbitral proceedings. The two parties in arbitration shall have the choice between either accepting that he continues his arbitration mission or requesting that he steps aside.

2. An arbitrator who has accepted to assume his mission may not unjustifiably withdraw from office, otherwise he shall be liable for any damages caused to both parties or to any one of them.

Article 18:
1. An arbitrator may not be challenged, except on the grounds on the challenge of judges, or where he ceases to meet any of the conditions for valid appointment as provided in this Act.

2. Neither party may challenge the arbitrator he appointed or in whose name the arbitration was held.
appointment he participated except for reasons of which he becomes aware after such appointment is made.

Article 19:
1. The challenge application shall be submitted in writing with supporting documentary evidence to the court defined in article (3) of this Act within fifteen days from the date at which the applicant became aware of the grounds justifying the challenge.

2. The said court shall consider the challenge application in the deliberation room and shall rule on it in a final decision after hearing the challenged arbitrator.

3. The submission of the challenge application shall result in the suspension of the arbitral proceedings as well as its time, until the issuance of a decision rejecting challenge, or until the substitute arbitrator accepts his arbitral mission.

4. No challenge application shall be admitted from a party who has previously submitted a challenge application against the same arbitrator in the same arbitration on the same ground.

5. If the challenge of the arbitrator is admitted, all ensuing procedures, including the arbitral award, shall be deemed void as of the date of the occurrence of the ground giving rise to the challenge.

Article 20:
1. An arbitrator or arbitrators may not be removed unless by agreement of all the disputants.

2. If an arbitrator becomes de jure or de facto unable to perform his functions or fails to act or ceases to carry out such
mission after having accepted it for more than thirty days, he must withdraw from his office, or otherwise be subject to removal. In this case, if the parties do not agree on his removal, he shall be removed by decision of the court defined in article 3 of this Act, taken in the deliberation room, on application of any one of the two parties.

3. Where the mandate of an arbitrator terminates because a challenge against him is admitted or because of his removal or withdrawal from office or for any other reason, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator whose mission has terminated.

4. The submission of the request for removal shall result in the suspension of the arbitral proceedings as well as its time, until the issuance of a decision rejecting removal, or until the substitute arbitrator accepts his arbitral mission.

Article 21:

1. The arbitral tribunal shall rule on any pleas of lack of jurisdiction, including pleas with respect to the non-existence, expiration, nullity or non-inclusion of the subject matter of the dispute. Such pleas shall be raised before any other plea, or otherwise the right to assert it shall be lost.

2. A plea that the issues raised by the other party exceed the scope of the arbitral agreement shall be immediately raised when the dispute is considered otherwise the right to assert it shall be lost.

3. A party is not precluded from raising any of the pleas set out in the first paragraph by the fact that he has appointed, or participated in the arbitration tribunal. He is entitled to raise any such plea.

4. The submission of the request for removal shall result in the suspension of the arbitral proceedings as well as its time, until the issuance of a decision rejecting removal, or until the substitute arbitrator accepts his arbitral mission.
appointment of, an arbitrator.

4. (a) The arbitral tribunal may rule on a plea referred to in paragraphs (1) and (2) of this article either as a preliminary question or decide to join it to the merits and rule upon the two issues together. In both cases, the decision of the arbitral tribunal shall be final.

(b) A party whose pleas have been rejected may assert them when filing lawsuit for annulment of the arbitral award in accordance with article (51) of this Act.

Chapter Four
Arbitral Proceedings

Article 22:
1. Subject to the provisions of this Act, the two parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings, including their right to subject such proceeding to effective rules of any organization, or a permanent arbitration center whether in Syrian or abroad.

2. Failing such agreement, the arbitral tribunal may, subject to the provisions of this Act, conduct the arbitration in such manner as it considers appropriate.

Article 23:
The two parties are free to agree on the place of arbitration in Syria 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 place for the parties. This shall be without prejudice to the power of the arbitral tribunal to meet at any place it considers appropriate to take measures in the arbitration proceedings, such as for hearing the parties, witnesses, or experts, or for inspection.

1. - Lemma 4 of this article either as a preliminary question or decide to join it to the merits and rule upon the two issues together. In both cases, the decision of the arbitral tribunal shall be final.

2. - A party whose pleas have been rejected may assert them when filing lawsuit for annulment of the arbitral award in accordance with article (51) of this Act.
of goods, other property or documents. In this case it shall notify the parties sufficiently in advance so that they are able to attend.

Article 24:
1. Arbitration shall be conducted in Arabic, unless agreed otherwise by the two parties, or unless the arbitral tribunal decides to determine one or several other languages. Such agreement or decision shall apply to the language of the documents, the written statements, oral arguments and any award, decision or other communication by the arbitral tribunal, unless otherwise agreed by the two parties or decided by the arbitral tribunal.

2. The arbitral tribunal may require that all or some of the written documents submitted in the case be accompanied by a translation through a sworn translator into the language or languages used in the arbitration. In case of a plurality of such languages, translations may be limited to some or one of them.

Article 25:
The arbitral tribunal shall treat the two parties with equality and each party shall be given an equal and full opportunity of presenting his case and defend his rights.

Article 26:
The arbitral proceedings commence on the next day of the date on which a request for that dispute to be referred to arbitration is received by the respondent, unless otherwise agreed by the parties.

Article 27:
1. Within the period of time agreed by the parties or determined by the arbitral tribunal, the claimant shall send to the respondent and the arbitral tribunal a written statement of claim.

- Mادة 24 -
1. يجري التحكيم باللغة العربية ما لم يتفق الطرفان على غير ذلك، أو تقرر هيئة التحكيم تحديد لغة أو لغات أخرى، ويسري حكم الانتقام أو القرار على لغة الوثائق والمنشورات المكتوبة وعلى المراجعات الشفهية وعلى كل قرار تتخذه هذه الهيئة أو رسالتها توجيهه أو حكم تصدره ما لم ينص اتفاق الطرفين أو قرار هيئة التحكيم على غير ذلك.

2. تطلب هيئة التحكيم أن تقدم الوثائق المكتوبة التي تقدم في الدعوى بوساطة ترجمة مرفقة إلى اللغة أو اللغات المستخدمة في التحكيم، وفي حال تعدد هذه اللغات يجوز لها قصر الترجمة على بعضها أو على واحدة منها.

- Mادة 25 -
يجب على هيئة التحكيم أن تميز طرف في التحكيم على قدم المساواة وأن تتيح لكل منهما فرصة متكافئة وكافية لعرض قضيته والدفاع عن حقوقه.

- Mادة 26 -
تبدأ إجراءات التحكيم من اليوم التالي الذي يرسل فيه المدعى عليه طلب التحكيم من المدعى ما لم يتفق طرفان التحكيم على غير ذلك.

- Mادة 27 -
على الطرف المدعى خلال الميعاد المتفق عليه بين الطرفين أو الذي تعينه هيئة التحكيم أن يرسل للمدعى عليه إلى هيئة التحكيم بيانًا مكتوبًا بدعواه.
2. The statement shall contain the following information:

(a) Name and address of claimant.

(b) Name and address of respondent.

(c) Full statement of the facts supporting his claim, with the points at issue and the relief sought as well as other points deemed necessary to include.

3. If the claimant fails to communicate his written statement in accordance with the preceding two paragraphs, and does submit an excuse for such failure, the arbitral tribunal may suspend the arbitral proceedings, unless the parties agree otherwise.

Article 28:

1. The respondent shall submit a written statement of defense, and shall deliver a copy thereof to the claimant at the time agreed by parties or determined by the arbitral tribunal.

2. Respondent may include in his reply any incidental requests connected to the subject matter of the dispute, or may assert any right arising out therefrom by way of set-off. This right is available to the respondent even at a subsequent stage of the proceedings, if the arbitral tribunal deems that there are circumstances justifying such delay.

Article 29:

1. The arbitral tribunal shall meet following its formation by invitation of its chairman. It shall hold it hearing at the place agreed by the two parties or the place determined in accordance with the provision of this Act, to enable each of the two parties to expose his case and submit his arguments and evidence. The arbitral tribunal may limit itself to the written briefs and document, unless the
two parties agree otherwise.

2. The arbitral tribunal shall give the two parties sufficient advance notice of the hearing time and place. The two parties may attend such hearings in person or through their agents.

3. Hearings shall be held in camera unless the parties agree otherwise.

4. Unless agreed otherwise, the facts of each hearing shall be recorded in minutes to be signed by the members of the arbitral tribunal as well as the two parties to the dispute, a copy of which shall be delivered to each party.

5. The arbitral tribunal shall proceed in its usual proceedings even if a party fails to appear at a hearing or to file a document, which he was required to submit.

Article 30:
Either party may amend or supplement his claim or defense during the course of the arbitral proceedings, and the arbitral tribunal may not allow such amendment or supplement if it finds that it has come late with the intent to disrupt or delay ruling on the dispute.

Article 31:
If one of the two parties to the dispute continues the proceedings while knowing of the occurrence of a violation of a term in the arbitration agreement, or of a provision in this Act, which can be subject to contrary agreement, without objecting against such violation within the time agreed or within a reasonable time, in the absence of agreement, he shall be deemed to have waived such right of objection.

Article 32:
1. The arbitral tribunal may, by its own
motion, or based on a request of either party, instruct technical expertise on some or all the issues in dispute. If the two parties in arbitration do not agree on the expert(s) to nominate, the arbitral tribunal shall nominate them.

2. The arbitral tribunal shall ask the experts to take the legal oath prior to commencing their mission, unless the two parties agree otherwise.

3. The two parties shall communicate to the experts all requested information, data, and documentation related to the issues in dispute and shall enable them to inspect and examine documents, records, goods and assets. The two parties must be informed of the time of the inspection and examination.

4. Following the completion of their mission, the experts shall deposit their report with the arbitral tribunal, which shall send a copy thereof to the two parties, so that each will communicate his observations on the content of the expert report within an appropriate time that the tribunal shall fix.

5. Following its receipt of the expert report, the arbitral tribunal may, by its own motion or based on a request of either party, decide to hold a hearing with the experts to discuss and clarify the content of their report.

**Article 33:**
The arbitral tribunal may, by its own motion or based on a request of either party, hear witnesses, when it deems it useful. The hearing of witnesses shall be held following the administration of the legal oath, unless the two parties agree otherwise.

**Article 34:**
The arbitral tribunal may, by its own motion or based on a request of either party, hear witnesses, when it deems it useful. The hearing of witnesses shall be held following the administration of the legal oath, unless the two parties agree otherwise.
The arbitral tribunal shall resort to the court defined at article (3) of this Act to take the following measures:

1. Sentence witnesses who fail to appear or refuse to give answers without just cause, with the legal penalties and fines.

2. Decide on judicial delegations (commissions rogatoires).

3. Order third parties to submit documentary evidence held by them, which is deemed necessary to rule on the dispute.

**Article 35:**
The arbitral proceedings before the arbitral tribunal shall be interrupted in the cases and according to the conditions set out in the Code of Procedures, which interruption shall give rise to the effects prescribed in the said code.

**Article 36:**
1. Following the closure of hearings, the arbitral tribunal may, on its own motion or upon application of either party, reopen the hearings before the award is made.

2. The arbitral tribunal shall meet following the closure of pleadings to deliberate and issue the final award. Deliberation shall be in camera.

**Chapter Five**
**Arbitral Award**

**Article 37:**
1. The arbitral tribunal shall issue its award, which shall rule on the dispute, within the time period agreed by the two parties. In the absence of agreement the award must be issued within a period of 180 days as of the date of holding the first hearing of the arbitral tribunal.
2. In case it is difficult to rule on the dispute within the times stated in the preceding paragraph, the arbitral tribunal may extend once the time of arbitration for a duration not exceeding ninety days.

3. If the arbitral award is not rendered within the period referred to in the preceding two paragraphs, either of the two parties to arbitration may request the court defined in article (3) of this law, within a period of ten days as of the date of expiration, to extend once for an additional period not exceeding ninety days; whereupon an extension or a denial of the request shall be issued by the court in the deliberation room following service to be extended to the disputants.

4. In case of expiration of the arbitration time in accordance with the content of the preceding paragraphs, without the rendering of an arbitral award, any one of the two parties to arbitration may file his claim to the court originally competent to entertain the dispute, unless the two parties agree on arbitration anew.

5. If the timelines of arbitration expire and the arbitral tribunal has not ruled on the dispute without an acceptable excuse, any of the aggrieved parties in arbitration may resort to the competent jurisdiction to claim damages.

**Article 38:**

1. The arbitral tribunal shall apply to the substance of the dispute the rules agreed to by the two parties. If they agree on the application of the law of a given State, then the substantive rules of that State shall be followed and not its conflict of laws rules, unless the two parties agree
otherwise.

2. If the parties fail to agree on the legal rules to be applied to the subject matter of the dispute, the arbitral tribunal shall apply the substantive rules of the law it deems most closely connected to the dispute.

3. When deciding the dispute, the arbitral tribunal must take into account the terms of the contract, the subject of the dispute, and the current usages in its respect.

4. If the two parties in arbitration expressly agree to authorize the arbitral tribunal to act as amiable compositeur, it shall rule on the dispute ex aequo et bono, without being bound by legal norms.

5. The arbitral tribunal may issue interim or partial awards, prior to making the final award.

6. Either party is entitled to request the judge of summary matters, before or during arbitral proceedings, to take an interim measure of protection in accordance with the provisions set out in the Code of Civil Procedures.

Article 39:
If, during the arbitral proceedings, the parties agree to terminate the dispute, they may request the arbitral tribunal to record such termination. In this case, the arbitral tribunal shall issue a decision on agreed terms, which decision shall be become enforceable as an arbitrators’ award.

Article 40:
If, in the course of the arbitral proceedings, a matter lying outside the mandate of the arbitral tribunal arises, or if a document submitted to it is
challenged for forgery, the arbitral tribunal may suspend the proceedings, if ruling on the dispute depends on deciding such matter or on the validity of such document.

**Article 41:**
1. The award shall be issued in writing after deliberation, either unanimously or by majority of opinion. It shall be signed by the arbitrators, and the dissenting arbitrator shall, upon signing, state his opinion on the award. In case he refuses to sign, the reasons for such refusal shall be mentioned in the award.

2. If no majority in the opinions is found, the presiding arbitrator may render the award alone, according to his opinion, and his signature on the award shall be sufficient. Each dissenting arbitrator, who differs with the other, may state his opinion in writing on the award issued by the presiding arbitrator. Where either or both arbitrators refuse to sign, the reasons for such refusal shall be mentioned in the award.

**Article 42:**
1. The arbitral award shall include the names of the members of the arbitral tribunal, the names and addresses of the disputants, their capacities and nationalities, a copy of the arbitration agreement, a summary of the disputants’ claims, statements and evidence, the dispositive part of the award, its date and place of issuance.

2. The arbitral award must specify the fees and expenses of arbitration and the way they shall be allocated between the two parties. In the absence of agreement between the two parties and the arbitrators on the determination of the arbitrators’ fees, they shall be determined by order of the arbitral tribunal. Such order shall be subject to
appeal before the court defined at article 3 of this Act. The decision of the court on this matter shall be final.

3. The arbitral award shall be motivated, unless the two parties agree otherwise or the law applicable to the proceedings does not require motivation of the award.

4. The arbitral award shall be rendered in the language of arbitration.

5. The arbitral tribunal shall deliver copies of the arbitral award, signed by all its members, to the parties to arbitration, within a period of fifteen days as of its issuance.

Article 43:
1. If the arbitral award is rendered in Syria, the party in favor of whom the award was issued shall file an original of the award along with the arbitration agreement, to a clerk of the court defined at article (3) of this Act. The chief clerk of the court shall establish minutes of such filing.

2. The two parties to arbitration shall be entitled to a certified copy of these minutes as well as of the award after its filing.

3. If the arbitral award is rendered in a foreign language, a translation into Arabic by a sworn translator must be attached to it upon filing.

Article 44:
The award or any parts thereof may not be published, except with the approval of the two parties.

Article 45:
The arbitral proceedings are terminated by the issuance of the arbitral award, which puts an end to the entire dispute.

3 - يجب أن يكون حكم التحكيم مسبباً إلا إذا اتفق طرفان التحكيم على غير ذلك، أو كان القانون الواجب التطبيق على الإجراءات لا يشترط ذكر أسباب الحكم.

4 - يصدر حكم التحكيم بلغة التحكيم.

5 - تسلم هيئة التحكيم إلى كل من طرفين التحكيم صورة عن حكم التحكيم موقفة من جميع أعضائها وذلك خلال مدة 15 يوماً من تاريخ صدوره.

مادة 43 - 1 - إذا صدر حكم التحكيم في سوريا كان على من صدر الحكم لصالحه إداعة أصل الحكم مع ألقاق التحكيم ديوان المحكمة المعروفة في المادة (3) من هذا القانون وعلى رئيس ديوان هذه المحكمة تحرير محضر بذلك.

2 - لطرفين التحكيم الحق في الحصول على صورة مصدقة عن هذا المحضر وعن الحكم بعد إداعته.

3 - إذا كان حكم التحكيم صادراً بلغة أجنبية يجب أن يرفق به عند إداعه ترجمة محلقة له إلى اللغة العربية.

مادة 44 - لا يجوز نشر حكم التحكيم أو نشر جزء منه إلا بموافقة طرفين التحكيم.

مادة 45 - تنتهي إجراءات التحكيم بصدر حكم التحكيم المنفي للخصومة كلها، كما تنتهي أيضاً إذا قررت هيئة التحكيم إنهاءها في أي من الحالات المشار
The proceedings are also terminated if the arbitral tribunal decides the termination in any of the cases referred to in this Act, and in addition:

1. If the two parties agree to terminate arbitration without settlement of the dispute.

2. If the claimant leaves the dispute, or withdraws his claim, unless the respondent disagrees or the tribunal finds that he has an interest in the continuation of the proceedings until the dispute is decided.

Article 46:

1. The arbitral tribunal may correct its award of any computation or typographical error by a decision issued on its own motion or on request of either party, provided that the other party is notified, within a period of thirty days following the issuance of the award or the filing of a request for correction, where applicable.

2. The arbitral tribunal shall issue its decision on correction in writing in the deliberation room within a period of fifteen days. If the arbitral tribunal exceeds its authority in correction, such decision may be challenged by an action to set aside, to which the provisions of articles (51) and (52) of this Act shall apply.

Article 47:

1. Upon request by either party, within thirty days of the receipt of the award, with notice to the other party, the arbitral tribunal may give an interpretation of any ambiguity in the dispositive part of the award, or make an additional award as to claims presented in the proceedings but omitted from the award.

2. If the two parties agree to terminate arbitration without settlement of the dispute.

1 - إذا اتفق الطرفان على إنهاء التحكيم دون تسوية النزاع.

2 - إذا ترك المدعى خصومة التحكيم أو سحب دعوته، درملك يعارض النزاع.

مادة 46 -

1 - يجوز لمحكمة التحكيم تصحيح ما وقع في حكمها من أخطاء مادية بحتة - حسابية أو كتابية - وذلك بقرار تصدره من تلقائه نفسه أو إضافة على طلب أحد الطرفين شريطة إخطار الطرف الآخر، وذلك خلال مدة (30) يومًا التالية لصدور الحكم أو إداع طلب التحكيم بحسب الحال.

2 - تصدر هيئة التحكيم قرار التصديق كتابة في غرفة المنازعات خلال مدة (15) يومًا وإذا تجاوزت هيئة التحكيم سلطتها في التصديق جاز التمكين ببطلان قرارها بدعوتي طلب تنسيق أحكام المادتين (51) و (52) من هذا القانون.

مادة 47 -

1 - يجوز لهيئة التحكيم بناءً على طلب يقدمه أحد الطرفين خلال مدة (30) يومًا من تاريخ تلبيه حكم التحكيم، وبعد قيامه بإبلاغ الطرف الآخر أن تقوم بتنسيق ما وقع في نطاق الحكم من غموض، أو بإصدار حكم تحكيم إضافي في طلبات قدمت خلال الإجراءات وأغلفها حكم التحكيم.
2. In the cases referred to in the preceding paragraph, the other party may submit his answer in writing to the arbitral tribunal within a period of ten days of its receipt of the request.

3. The arbitral tribunal shall issue its decision in the cases referred to in paragraph (1) of this article in the deliberation room, without inviting the disputants, within a period of thirty days as of the submission of the request.

4. The award rendered in the preceding cases shall be deemed as complimentary to the original award and shall be governed by the same rules governing the original award.

5. If the arbitral tribunal is unable to reconvene, the correction of the award, its interpretation or the issuance of an additional award shall be within the jurisdiction of the court defined at article 3 of this Act.

**Article 48:**
Subject to article (46) and (47) of this Act, the mission of the arbitral tribunal shall terminate with the termination of the arbitral proceedings. The presiding arbitrator shall deposit the arbitration file in the clerk office of the court defined at article 3 of this Act.

**Chapter Six**
**Recourse Against Awards**

**Article 49:**
Arbitral awards shall be issued according to the provisions of this law. They shall be final and not subject to any means of appeal. Nevertheless, an action of nullity against the arbitral award may be filed according to the provisions set in the following two articles.
Article 50:

1. An action of nullity of the arbitral award shall not be admitted, except in the following cases:

(a) If no arbitral agreement exists, or if it is void, or ended by expiration.

(b) If at the time of entering into the arbitral agreement one of the parties thereto was minor or lacked capacity pursuant to the law governing his capacity.

(c) If one of the parties to the arbitration was unable to present his defense 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.

(d) If the arbitral award discarded the application of the law agreed to by the parties on the subject matter of the dispute.

(e) If the composition of the arbitral tribunal or the appointment of the arbitrators has occurred in a manner contrary to the law or the agreement of the two parties.

(f) If the award contains decisions on matters not included in the arbitration agreement or beyond the scope of such agreement. Nevertheless, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that latter part of the award shall be subject to nullity.

(g) If nullity occurs in the arbitral award, or if the arbitral proceedings are tainted by nullity affecting the award.

2. The court seized with the action of nullity shall rule by its own motion for the annulment of the arbitral award if its
content violates the public order of the Syrian Arab Republic.

Article 51:
1. Actions of nullity of the arbitral award must be brought within thirty days following the date the arbitral award is notified to the party against whom it was rendered. An action of nullity is admissible even if the party invoking nullity waived his right to do so before the arbitral award was issued.

2. Jurisdiction over the action of nullity of arbitration lies with the court defined in Article (3) of this Act.

3. The court shall rule on the action of nullity within a period of ninety days as of the date of completion of the service of process.

4. If the court rejects the action of nullity, such ruling shall have the same effect as exequatur of the arbitral award.

Article 52:
1. The ruling of the court to annul the arbitral award may be challenged before the Court of Cassation within a period of thirty days following the notification of the judgment.

2. The Court of Cassation shall rule on the challenge to the decision of annulment of the arbitral award within a period of ninety days from the date of its reception of the file of the case.

Chapter Seven
Authority and Enforcement of Arbitral Awards

Article 53:
Arbitral awards rendered in accordance with the provisions of this Act have the authority of res judicata and shall be binding and executing either based on
the will of the parties or by way of compulsory enforcement, following its *exequatur*, in case the party against whom the award is issued refuses its voluntary execution.

**Article 54:**
(a) The arbitral award shall be granted *exequatur* by decision of the court defined at article (3) of this Law, in the deliberation room, after enabling the other party to submit his answer to the application within a period of ten days as of his notification of a copy thereof.

(b) The application for *exequatur* shall be accompanied by:

1. The original award or a signed copy thereof.
2. A copy of the arbitral agreement, or of the contract containing the arbitral clause.
3. An Arabic sworn translation of the award in case it was issued in another language.
4. A copy of the minutes evidencing the delivery of the award pursuant to Article (43) hereof.

**Article 55:**
The institution of an action on nullity shall not stay execution of the arbitral award. Nevertheless, the court may order a stay of execution in the deliberation room, for a period not exceeding sixty days, if the plaintiff requests it in his application, and where it is feared that execution would cause irreparable and serious harm. The court may order that the plaintiff shall pay financial security to guarantee his opponent against the damages of the stay of execution if it rejects the action.

*مادة 54.*
أ - يعفي حكم التحكيم صيغة التنفيذ بقرار تنخذ المحكمة المعرفة في المادة (3) من هذا القانون، وذلك في غرفة المذكرة وبعد تمكن الطرف الآخر من الرد على الطلب خلال مدة (10) أيام من تاريخ تبلغه صورة عنه.

ب - يجب أن يرفق طلب إكساء صيغة التنفيذ بما يلي:
1. أصل الحكم أو صورة مصدقة عنه.
2. صورة عن اتفاق التحكيم أو صورة عن العقد المتضمن شرط التنفيذ.
3. ترجمة محلة للحكم إلى اللغة العربية، في حال صدور بلغة أخرى.
4. صورة عن المحضر الدال عن إيداع الحكم وفقاً للمادة (43) من هذا القانون.

*ماصة 55.*
لا يترتب على رفع دعوى البطلان وقف تنفيذ حكم التحكيم، ومع ذلك يجوز للمحكمة أن تقرر في غرفة المذكرة وقف التنفيذ لمدة أقصاها (60) يومًا إذا طلب المدعى ذلك في صحيفة الدعوى وكان يخشي من التنفيذ وقوع ضرر جسيم يعذر تداركه، ويجوز للمحكمة أن تلزم المدعى بتقديم كفالة مالية تضمن لخصمه أضرار وقف التنفيذ إذا قضت برد الدعوى.
for nullity.

**Article 56:**
1. The arbitral award shall not be enforced before the period to file an action for nullity has elapsed.

2. An award shall not be enforced according to the provisions of this Act, unless the following is verified:
   
   (a) It is not contrary to a judgment previously issued by the Syrian courts on the subject matter of the dispute.
   
   (b) It does not contain a violation of public order of the Syrian Arab Republic.
   
   (c) It was properly notified to the party against whom it was rendered.

**Chapter Eight**
**Arbitration Centers**

**Article 57:**
Permanent arbitration centers may be set up and shall work according to the provisions of this Act and the rules that they shall establish.

**Article 58:**
The rules of the Center shall contain, among other things:

1. The name, headquarters and purposes of the Center.
2. The organizational and administrative structure of the Center.
3. The services offered by the Center.
4. The names and qualifications of the arbitrators accredited by the Center.
5. The principles governing the evaluation of the arbitration fees and expenses and the way they are allocated.

**Article 59:**
The director of the Center must:

1. Hold Syrian Arab citizenship for at least five years and be a permanent resident of the Syrian Arab Republic.

2. Not have been convicted of any crime or shameful misdemeanor.

3. Hold a law degree from a university in the Syrian Arab Republic or the equivalent thereof.

4. Have practiced legal or judicial work for no less than fifteen years.

**Article 60:**
1. The Center shall be registered by decision of the Minister of Justice.

2. An application for registration shall be submitted to the Ministry of Justice with the supporting documents and the rules of the Center and be recorded by the clerk office at the ministry.

3. A committee to review the applications for registration and to submit proposals in their respect shall be formed by the Minister of Justice.

4. The decision to grant or refuse registration shall be issued within a period of sixty days of the date of receipt of the application. The decision of registration shall be published together with the rules of the Center in the Official Gazette.

5. The decision to refuse registration shall be motivated, and shall be subject
to challenge before the State council, in the form of administrative adjudications.

**Article 61:**
The Office of Judicial Inspection at the Ministry of Justice shall inspect arbitration centers and shall submit annual reports in their respect to the Minister of Justice.

**Article 62:**
1. In case the Center commits a gross violation of the provisions of this Act or of its own rules, its registration shall be cancelled by a reasoned decision of the Minister of Justice to be published in the Official Gazette. Such decision shall be subject to challenge before the same judicial authority indicated at paragraph (5) of article (60) of this Act.

2. A judicial three-member Committee shall be formed by the Minister of Justice to manage the affairs of the Center whose registration has been cancelled, in accordance with its rules, until deciding all affairs pending under its auspices.

3. The fees of the Committee shall be determined by decision of the Minister of Justice, and such remuneration shall be disbursed from the receivables of the Center in those cases.

**Article 63:**
The Minister of Justice may, where needed, issue directives to organize the work of the arbitration centers.

**Chapter Nine**
**Miscellaneous Provisions**

**Article 64:**
Articles 506 to 534 of the Code of Civil Procedures enacted by Legislative Decree No. 84 of 1953 as amended shall be repelled.
Article 65:
Arbitration agreements concluded prior to the entry into force of this Act shall remain governed by the provisions in force at the time of their conclusion, whether the arbitration proceedings have commenced or not.

Article 66:
The Act shall be published in the Official Gazette and shall be in force as of the first day of the month following its publication.


The President of the Republic
Bashar Al-Assad