

Law No. 27/1994

**Promulgating the Law Concerning
Arbitration in Civil and Commercial Matters**

In the name of the People
The President of the Republic

The People's Assembly has adopted and we have promulgated the
Law of which the provisions are as follows:

Article (1)

The provisions of the annexed Law shall apply to any arbitration
pending at the time it enters into force or which commence
thereafter, even if it is based on an arbitral agreement concluded
before the Law entered into force.

Article (2)

The Minister of Justice shall issue the Decree required for the
enforcement of the provisions of the Law, and shall lay down the
lists of arbitrators from which selections shall be made pursuant to
the provision of article (17) thereof.

Article (3)

Articles 501 to 503 inclusive of Law No. 13/1968 promulgating the
Code of Civil and Commercial Procedures are hereby repealed, as
is any provision contrary to the provisions of this Law.

Article (4)

This Law shall be published in the Official Gazette and shall enter
into force one month from the day following the date of its
publication. This Law shall be sealed with the Seal of the State
enforced as one of its laws.

Article (1)

(As amended by Law No. 9 of 1997 promulgating on 19 May 1997 and published on 15 May 1997, adding a second paragraph to Article 1):

Without prejudice to the provisions of international conventions in force in the Arab Republic of Egypt, the provisions of the present Law shall apply to all arbitration between public law or private law persons, whatever the nature of the legal relationship around which the dispute revolves, when such arbitrations are conducted in Egypt or when the parties to an international commercial arbitration conducted abroad agree to subject it to the provisions of this Law.

In regard to administrative contract disputes, the arbitration agreement shall have the approval of the concerned minister or the official assuming his powers with respect to public juridical persons. No delegation of powers shall authorized therefore.

Article (2)

An arbitration is commercial within the scope of this Law if the dispute arose over a legal relationship of an economic nature, whether contractual or non-contractual. This comprises, in particular, the supply of commodities or services, commercial agencies, construction and engineering or technical Know-how contracts, the granting of industrial, touristic and other licenses, technology transfer, investment and development contracts, banking, insurance and transport operations, exploration and extraction of natural wealth, energy supply, the laying of gas or oil pipelines, the building of roads and tunnels, the reclamation of agricultural land, the protection of the environment and the establishment of nuclear reactors.

Article (3)

Arbitration is international within the scope of this Law if the matter thereof relates to international trade as in the following cases:

1. If the respective head offices of the parties to the arbitration are situated in two different countries at the time the arbitral agreement is concluded. If either of the two parties has several business centres, the one most closely linked to the subject matter of the arbitral agreement shall count. Should either of the two parties not have business centre, then his usual place of abode shall count.
2. If the parties to the arbitration agree to resort to a permanent arbitral organization or to an arbitration centre having its headquarters in Egypt or abroad.
3. If the subject matter of the dispute falling within the scope of the arbitral agreement is linked to more than one state.

4. If the respective head offices of the parties to arbitration are located in the same state at the time the arbitral agreement is concluded, and one of the following places is located outside such state:

- a) The place designated as the seat of arbitration in the arbitral agreement, or whose manner of designation is referred to therein.
- b) The place in which an essential part of the obligations arising from the commercial relationship between the parties are to be performed.
- c) The place closely linked to the subject matter of the dispute.

Article (4)

1. The word "arbitration" as used in this Law denotes the arbitration agreed upon by the parties to a dispute of their own free will, whether the body to which the arbitral mission is entrusted by virtue of an arbitral agreement is an institution or permanent arbitration centre or not.

2. The term "Arbitral Tribunal" denotes the panel composed of one or more arbitrators for the purpose of settlement of the dispute referred to arbitration. As to the word "court", it means the court belonging to the judicial system of the state.

3. "The two parties to arbitration" when used in this Law shall denote the parties to the arbitration, whatever their number may be.

Article (5)

In those cases where this Law permits the parties to arbitration to select the procedures which must be followed in a given matter, this also includes their right to allow a third party to make such selection. In this regard, third parties are deemed to be any arbitral institution of centre in Egypt or abroad.

Article (6)

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

Article (7)

1. If no special agreement exists between the parties to arbitration, any letter or notice shall be delivered to the addressee personally or at his place of work, or at his usual place of abode or at his mailing address, known to both parties or designated in the arbitral agreement or in the document organizing the relationship subject of arbitration.

2. If, after conducting the necessary investigations, any of these addresses cannot be traced, delivery shall be deemed to have been effected if the notice is in the form of a registered letter addressed to the addressee's last known place of work, usual place of abode or known mailing address.

3. The provisions of this article do not apply to judicial writs before the courts.

Article (8)

If one of the parties to a dispute pursues arbitral proceedings while knowing that a condition in the arbitral agreement or one of the mandatory provisions of the present law has been violated and does not raise an objection to such violation by the agreed deadline or within a reasonable period in the absence of agreements, this shall be deemed a waiver by him of his right to object.

Article (9)

1. Jurisdiction to review the arbitral matters referred by this law to the Egyptian judiciary lies with the court having original jurisdiction over the dispute.

2. However, in the case of international commercial arbitration, whether conducted in Egypt or abroad, jurisdiction lies with the Cairo Court of Appeal unless the parties agree on the competence of another court of appeal in Egypt.

3. The court vested with jurisdiction in accordance with the preceding paragraph shall continue to exercise exclusive jurisdiction until the completion of all arbitral procedures.

Article (10)

1. The arbitral agreement is an agreement by which the parties agree to resort to arbitration as a means of resolving all or some of the disputes which arose or which may arise between them in connection with a specific legal relationship, contractual or non contractual.
2. The arbitral agreement may precede the occurrence of the dispute, whether such agreement exists independently or as a clause on a given contract in connection with all or some of the 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 paragraph (1) of Article (30) hereof. The arbitral agreement may also be concluded after the occurrence of a dispute, even when such dispute is the subject of a court case, in such case, the agreement must, determine the matters included in the arbitration, otherwise it shall be null and void.
3. Any Reference: in the contract to a document containing an arbitral clause is deemed to be an arbitral agreement, if the reference expressly provides that such clause is an integral part of the contract.

Article (11)

Arbitral agreements may only be concluded by natural or juridical persons having capacity to dispose of their rights. Arbitration is not permitted in matters where compromise is not allowed.

Article (12)

The arbitral agreement must, be concluded in writing, otherwise it shall be null and void. It shall be in writing if included in a document signed by both parties or in letters, cables or other means of written communication exchanged between them.

Article (13)

1. A court seized with a dispute in respect of which an arbitral agreement exists must rule the case non admissible if the respondent invokes a plea of non admissibility before raising any request or defence in the case.
2. Bringing the action referred to in the preceding paragraph shall not preclude commencing arbitral proceedings, pursuing same or issuing an arbitral award.

Article (14)

The court referred to in Article (9) may, on the basis of an application from one of the parties to the arbitration, order that provisional or conservatory measures be taken, whether before the commencement of arbitral proceedings or during the procedure.

▣ Part III - The Arbitral Tribunal

Article (15)

1. The arbitral tribunal is composed, by agreement between the parties, of one arbitrator or more. In default of agreement on the number of arbitrators, the tribunal shall be composed of three arbitrators.
2. If there is more than one arbitrator, the tribunal must, on pain of nullity, be composed of an odd number.

Article (16)

1. The arbitrator must not be a minor, subject to interdiction or deprived of his civil rights by reason of a judgement against him for a felony or misdemeanour contrary to morality or by reason of declaration of bankruptcy, unless he has been rehabilitated.
2. The arbitrator need not be a specific sex or nationality, unless otherwise provided by agreement between the parties or by provision of law.
3. The arbitrator's acceptance of the mission entrusted to him shall be in writing. When accepting, he must disclose any circumstances which may cast doubts on his independence or neutrality.

Article (17)

1. The parties to arbitration may agree on the selection of arbitrators and on the manner and time of their selection. In default of such agreement, the following steps shall be followed:
 - a) If the Arbitral Tribunal is composed of a sole arbitrator, the court referred to in Article (9) hereof shall select him on the basis of a request by one of the parties.
 - b) If the Arbitral Tribunal is composed of three arbitrators, each of the parties shall select one arbitrator and the two arbitrators shall then select a third. If either party fails to appoint his arbitrator within thirty days from being requested to do so by the other party, or if

the two arbitrators fail to select a third arbitrator within the thirty days following the appointment of the more recently appointed one among them, the court referred to in Article (9) hereof shall undertake to make such selection on the basis of a request by one of the parties. 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 composed of more than three arbitrators.

2. If one of the parties violates the agreed procedures for the selection of arbitrators, or if the two appointed arbitrators fail to agree on a matter entailing their agreement, or if a third party defaults on the performance of a matter entrusted to him in this regard, then the court referred to in Article (9) hereof shall, on the basis of a request by one of the parties, carry out the required procedure or matter unless the agreement provides for another method of completing the said procedure or matter.

3. In selecting the arbitrators, the court shall observe the conditions required by the present Law and those agreed upon by the parties and shall issue its decision in this regard expeditiously without prejudice to the provisions of Article (18) and (19) hereof. Its decision shall not be amenable to any form of challenge.

Article (18)

1. An arbitrator may not be reused unless circumstances arise to cast serious doubts on his neutrality or independence.

2. Neither party may recuse the arbitrator he appointed or in whose appointment he participated except for reasons he discovers after making such appointment.

Article (19)

1. The recusance application shall be submitted in writing to the arbitral tribunal, indicating therein the reasons for the recusance, within fifteen days from the date of the recusance applicant's awareness of the constitution of such tribunal, or of the conditions justifying the recusance. If the arbitrator, whose reply is required, does not step aside within fifteen days from the date of the submission of the application, it shall be referred, without

charges, to the court referred to under Article (9) of this law, for decision to be taken in connection therewith by means of an uncontestable ruling.

2. The recusance application shall not be accepted from part of whoever has previously submitted a recusance application related to the recusance of the same arbitrator in relation to the same arbitration.

3. The submission of the recusance application shall not result in the suspension of the arbitration procedures. If recusance of the arbitrator is accepted and sentenced, the arbitration procedures which have been undertaken, including the arbitrator's ruling, shall be consequently considered as null and void.

Article (20)

If an arbitrator who is unable to perform his mission or who fails to perform it or interrupts performance in a manner which leads to unjustifiable delay in the arbitral proceedings does not withdraw or is not removed by agreement between the parties, then the court referred to in Article (9) hereof may terminate his mission on the basis of the request of their party.

Article (21)

If an arbitrator's mission is terminated by a decision for his recusal, discharge or abstention or for any other reason, a substitute shall be appointed in his place in accordance with the procedures followed for the selection of the arbitrator whose mission has been terminated.

Article (22)

1. The arbitral tribunal is empowered to rule on motions related to its non-competence, including motions based on the absence of an arbitral clause, its expiry or nullity, or its failure to include the subject or the dispute.

2. These motions must be invoked by no later than the date of submission of the respondent's memorandum referred to in paragraph 2 of Article (30) hereof. The appointment or participation in the appointment of an arbitrator by one of the parties to the arbitration shall not disentitle him invoking any of

these motions. As to the motion that the arbitral clause does not include matters raised by the other party in the course of the review of the dispute, it must be invoked immediately or the right to invoke it shall lapse. In all cases, the arbitral tribunal may accept motions invoked after the prescribed time limit if it deems the delay to have been for an acceptable reason.

3. The arbitral tribunal may rule on the motions referred to in paragraph (1) of this article before ruling on the merits or join them to the merits in order to adjudicate both together. If it rules to dismiss a motion, such motion may not be invoked except through the institution of a case for the annulment of the arbitral award adjudicating the dispute pursuant to Article (53) of this law.

Article (23)

The arbitral clauses is deemed to be an agreement that is independent of the other conditions of the contract. The nullity, repudiation or termination of the contract shall not affect the arbitral clause therein, provided such clause is valid per se.

Article (24)

1. The parties to arbitration may agree that the arbitral tribunal shall be entitled pursuant to a request by one of them, to order either party to take whatever provisional or conservatory measures it deems the nature of the dispute requires, as well as to demand the presentation of an adequate guarantee to cover the expenses of the measures it orders.

2. If the party to whom the order is issued defaults on executing it, the arbitral tribunal may, at the request of the other, allow the latter to take the procedures necessary for execution, without prejudice to that party's right to apply to the president of the court referred to in Article (9) of this law for an enforcement order.

■ Part IV - The Arbitral Proceeding

Article (25)

The parties to the arbitration have the right to agree on the procedures to be followed by the arbitral tribunal, including the right to subject such procedures to the provisions in force in any arbitral organization or centre in Egypt or aboard. In the absence of

such agreement, the arbitral tribunal may, without prejudice to the provisions of the present law, adopt the arbitration procedures it deems suitable.

Article (26)

The parties to arbitration shall be on an equal footing, and each shall be accorded an equal and full opportunity to present his case.

Article (27)

The arbitral proceeding shall commence from the date the respondent receives the notice for arbitration from the applicant, unless the parties agree on another date.

Article (28)

The parties to arbitration may agree on a place of arbitration in Egypt or abroad. In the absence of such agreement, the arbitral tribunal shall determine where the arbitration shall be held, with due consideration to the circumstance of the dispute and the convenience of the place to the parties, this shall be without prejudice to the power of the power of the arbitral tribunal to convene in any place it deems suitable for conducting any of the arbitral procedures, such as hearing the parties to the dispute or the testimony of witnesses or experts, reviewing documents, inspecting goods or funds, holding deliberations between its members or otherwise.

Article (29)

1. Arbitration shall be conducted in Arabic, unless another language or languages is agreed upon by the parties or decided by the arbitral tribunal. The agreement or decision as aforesaid shall apply to the language of written statements and memos, of oral pleadings as well as of all decisions taken, all communications transmitted and all awards issued by the tribunal, unless the agreement between the parties or the decision of the tribunal provides otherwise.

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

Article (30)

1. The claimant shall, by the date agreed between the parties or prescribed by the

arbitral tribunal, send to the respondent and to each of the arbitrators a written statement of his claims containing his name and address, the respondent's name and address, an explanation of the facts of the case, a specification of the issues of dispute, his claims and all other matters required to be cited in such statement by the agreement between the parties.

2. The respondent shall, by the date agreed between the parties or prescribed by the arbitral tribunal, send to the applicant and to each of the arbitrators a written statement of defence in reply to the statement of claim. He may include in such statement any incidental claims related to the subject matter or the dispute or invoke a right arising therefrom in the aim of raising a claim for 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.

3. Either party may annex to his statement of claim or his statement of defence, as the case may be, copies of the documents on which he predicates his claims, and may refer to all or some of the documents and evidence that he intends to present. This shall be without prejudice to the right of the arbitral tribunal, at any stage of the proceedings, to request submission of the originals of the documents or instruments on which either of the parties relies.

Article (31)

Copies of the memos, documents and papers submitted to the arbitral tribunal by either party shall be sent to the other. Similarly, copies of experts' reports, documents and other means of evidence submitted to the tribunal shall be sent to each of the parties.

Article (32)

Either party may modify his claims or defences or expand thereon during the arbitral proceeding unless the arbitral tribunal decides not to accept such modification or expansion to avoid delaying adjudication of the dispute.

Article (33)

1. The arbitral tribunal shall hold pleading hearings to enable each party to explain the subject matter of his claim and to present his arguments and evidence. However, it may limit proceedings to the submission of written memos and documents unless the parties otherwise agree.

2. The parties to arbitration must be notified of the dates of the hearings and meetings that the arbitral tribunal decides to convene sufficiently in advance of the scheduled date as determined by the tribunal according to circumstances.

3. A summary of the facts of each hearing convened by the arbitral tribunal shall be transcribed in minutes, a copy of which shall be transcribed in minutes, a copy of which shall be delivered to each of the parties unless they decide otherwise.

4. Witnesses and experts are without administer of oath.

Article (34)

1. If the claimant fails to submit the written statement of claim pursuant to paragraph (1) of Article (30), without an acceptable excuse, the arbitral tribunal shall be held to order the termination of the arbitral proceeding, unless the parties agree otherwise.

2. If the respondent fails to submit a statement of defence pursuant to paragraph (2) of Article (30), the arbitral tribunal shall continue the arbitral proceeding. Such continuation shall not in itself be considered an acknowledgement by the respondent of the claimant's claim, unless the parties agree otherwise.

Article (35)

If either party fails to attend one of the hearings or fails to present any of the documents requested from him, the Arbitral Tribunal may continue with the arbitral proceeding and issue an award on the dispute based on the elements of proof present before it.

Article (36)

1. The Arbitral Tribunal may appoint one expert or more to present a written or oral report in connection with certain matters it designates. Such report shall be evidenced in the minutes of the hearing. The Tribunal shall furnish each of the parties with a copy of its decision designating the mission entrusted to the expert.

2. The parties shall submit to the expert with any information he may request in connection with the dispute and examine any documents, goods or other assets related thereto. The Tribunal shall adjudicate any dispute arising between the expert and one of the parties in this connection.

3. The Arbitral Tribunal shall send a copy of the expert's report to each party promptly upon its deposition, while allowing each of them to express his opinion thereon. The parties are entitled to review and examine the documents on which the expert based his report.

4. The tribunal may, following submission of the expert's report, decide, either *sua sponte* or on the basis of a request by either party, to convene a hearing to hear the expert's testimony, while allowing the parties to listen to the expert and to discuss with him the contents of his report. Each of the parties shall be entitled to present his own expert or experts at such session to express an opinion on the matters addressed in the report compiled by the expert appointed by the Arbitral Tribunal unless the parties otherwise agree.

Article (37)

The President of the Court referred to in Article (9) of this Law, upon request from the Arbitral Tribunal, shall be competent to:

1. Pass judgement against defaulting or intransigent witnesses imposing the penalties prescribed in Article 78 and 80 of the Law of Evidence in Civil and Commercial matters.
2. Order a judicial delegation *commission rogatoire*.

Article (38)

The adversarial proceeding before the Arbitral Tribunal shall be interrupted in accordance with the conditions prescribed for interruption in the Code of Civil and Commercial Procedures, and interruption as aforesaid shall give rise to the effects prescribed in the said Code.

▣ Part V - The Arbitral Award and the Termination of Proceedings

Article (39)

1. The Arbitral Tribunal shall apply the rules agreed by the parties to the subject matter of the dispute. If they agree to apply the law of a specific state, then the substantive rules of that law, not those governing conflict of laws, shall be followed, unless the parties otherwise agree.
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. The Arbitral Tribunal must, when adjudicating the merits of the dispute, take into account the conditions of the contract, subject of the dispute and the usages of commerce in similar transactions.
4. The Arbitral Tribunal may, if it has been expressly empowered to act as an

"amiable compositeur" by agreement between the parties to arbitration, adjudicate the merits of the dispute according to the rules of justice and equity without being bound by the provisions of law.

Article (40)

The award of an Arbitral Tribunal composed of more than one arbitrator shall be issued by a majority of opinions after deliberations conducted in the manner prescribed by the Arbitral Tribunal, unless the parties otherwise agree.

Article (41)

If the parties agree, during the arbitral proceeding, on a settlement ending the dispute, they may request that the conditions of the settlement be evidenced before the Arbitral Tribunal, which must in such case issue a decision containing the conditions of the settlement and terminating proceedings. Such decision shall have the force of an arbitral award as far as execution is concerned.

Article (42)

The Arbitral Tribunal may issue interlocutory awards or awards that address part of the claim before issuing its final arbitral award ending the entire dispute.

Article (43)

1. The arbitral award shall be issued in writing and signed by the arbitrators. If the Arbitral Tribunal is composed of more than one arbitrator, the signatures of the majority of the arbitrators shall be sufficient, provided the reasons why a minority desisted are mentioned in the award.
2. The arbitral award must be motivated, unless the parties to arbitration agree otherwise or the law applicable to the arbitral proceeding does not require the award to cite reasons.
3. The arbitral award must include the names and addresses of the parties, the names, addresses, nationalities and capacities of the arbitrators, a copy of the arbitral agreement, a summary of the parties' claims, statements and documents, the text of the ruling, the date and place it was issued and the reasons therefor when the citing of such reasons is mandatory.

Article (44)

1. The arbitral tribunal shall deliver to each of the parties a copy of the arbitral Award signed by the arbitrators who approved it within thirty days from the date of its issuance.
2. The arbitral award may not be published in whole or in part except with the approval of the parties to arbitration.

Article (45)

1. The Arbitral Tribunal shall issue the award finally ending the entire dispute within the time frame agreed by the parties, in the absence of such agreement, the award must be rendered within twelve months from the date of commencement of the arbitral proceedings. In all cases, the Arbitral Tribunal may extend the deadline provided the period of extension shall not exceed six months, unless the parties agree to a longer period.
2. If the arbitral award is not rendered within the period referred to in the preceding paragraph, either of the two parties to arbitration may request the president of the court referred to in Article (9) of this law, to issue an order setting a new deadline or terminating the arbitral proceeding. In such case either party may raise his claims to the court of original jurisdiction.

Article (46)

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 ,or if criminal proceedings are instituted for forgery or for any other criminal act, the Arbitral Tribunal may continue to review the merits of the dispute if it deems a decision on such matter, on forgery of the document or on the other criminal act to be unnecessary for the determination of the merits of the dispute. Otherwise, it shall suspend proceedings until a final judgement is issued in this respect.

Such suspension shall entail suspension of the time limit prescribe for rendering the arbitral award.

Article (47)

The party in whose favour the arbitral award has been rendered must deposit the original award or a copy thereof in the language in which it was issued, or an Arabic translation thereof authenticated by the competent authority if it was issued in a foreign language, with the clerk of the court referred to in Article (9) of this law.

The court clerk shall evidence such deposit in a *proces verbal* and each of the parties to arbitration may obtain a copy of the said *proces verbal*.

Article (48)

1. The arbitral proceedings shall terminate with the issuance or the award ending the dispute in its entirety or with the issuance of an order ending the arbitral proceedings pursuant to paragraph (2) of Article (45), in the following cases:

- a) If the parties agree to end the arbitration
- b) If the applicant abandons the dispute subject of arbitration, unless the arbitral tribunal decides, on the basis of an objection raised by the respondent, that the latter has a significant interest in the continuance of the arbitral proceeding until the dispute is adjudicated
- c) If for any other reason the Arbitral Tribunal deems it useless or impossible to continue the arbitral proceedings

2. Without prejudice to the provisions of Articles (49), (50) and (51) of the present Law, the mission of the Arbitral Tribunal ends with the termination of the arbitral proceedings.

Article (49)

1. Either party to arbitration may, within thirty days from receiving the arbitral award, request the arbitral award to interpret any ambiguity appearing in the award. The party requesting interpretation must notify the other party of the request before presenting it to the arbitral tribunal.

2. The interpretation shall be issued in writing within the thirty days following the date the request for interpretation is submitted to the arbitral tribunal. The tribunal may extend the deadline by another thirty days if it deems such extension is necessary.

3. The award rendered to interpret is deemed to be a complementary part of the arbitral award and is subject to its provisions.

Article (50)

1. The arbitral tribunal shall correct any material errors in its award, whether involving words or figures, by means of a decision it issues either *sua sponte* or upon request by one of the parties. The arbitral tribunal shall make the correction without pleadings within thirty days following the issuance of the award or the

deposition of the request for correction, as the case may be. The tribunal may extend this deadline by an additional thirty days if it deems this to be necessary.

2. The correction shall be issued in writing by the arbitral tribunal and notified to the parties within thirty days from the date it was issued. If the decision may be invoked by means of an action for nullity, which shall be subject to the provisions of Articles (53) and (54) of this Law.

Article (51)

1. Either of the parties to arbitration may, even after the expiry of the time limit for arbitration, request the arbitral tribunal within thirty days from receiving the arbitral award, to issue an additional award on a claim submitted by such party in the course of the proceedings and overlooked by the arbitral award. Such request must be notified to the other party before it is presented to the tribunal.

2. The arbitral tribunal shall render its award within sixty days from the submission of the request, and may extend such period for a further thirty days if it deems this to be necessary.

▣ Part VI - Nullity of Arbitral Award

Article (52)

1. Arbitral awards issued in accordance with the provisions of this law may not be challenged by any of the means of challenge prescribed in the code of civil and commercial procedures.

2. An action for the nullity of the arbitration award may be instituted in accordance with the provisions of the two subsequent articles.

Article (53)

1. An action to procure the nullity of the arbitral award is admissible only in the following cases:

- a) If no arbitral agreement exists, or if it is void, voidable or expired
- b) If at the time of entering into the arbitral agreement one of the parties thereto was minor or incapacitated pursuant to the law governing his capacity

- c) If one of the parties to the arbitration 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
- d) If the arbitral award fails to apply the law agreed to by the parties to the subject matter of the dispute
- f) If the Arbitral Tribunal was constituted or the arbitrators were appointed in a manner contrary to law or to the agreement between the parties
- g) If the arbitral award rules on matters not included in the arbitral agreement or exceeds the limits of such agreement. Nevertheless, if the parts of the award relating to matters which are amenable to arbitration can be separated from the parts relating to matters which are not, then nullity shall apply only to the latter parts
- h) 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 for nullity shall rule *sua sponte* for the annulment of the arbitral award if its contents violate public policy in the Arab Republic of Egypt.

Article (54)

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

2. Jurisdiction over actions for the nullity of arbitral awards rendered in international commercial arbitrations lie with the court referred to in Article (9) of this law. In other than international commercial arbitrations, jurisdiction lies with the court of second instance to which the decisions of the court of original jurisdiction over the dispute are raised.

▣ Part VII - Recognition and Enforcement of Arbitral Awards

Article (55)

Arbitral awards rendered in accordance with the provisions of this law have the authority of *res judicata* and shall be forcibly executed without prejudice to the provisions of the present Law.

Article (56)

Jurisdiction to issue an order of enforcement of arbitral awards lies with the president of the court referred to in article (9) hereof or with any of the judges of such court that the president may delegate. The application for executing the arbitral award shall be accompanied by:

1. The original award or a signed copy thereof.
2. A copy of the arbitral agreement.
3. An Arabic translation of the award, authenticated by the competent authority, if the award was not issued in Arabic.
4. A copy of the *proces verbal* evidencing the deposition of the award pursuant to Article (47) hereof.

Article (57)

The institution of an action for nullity shall not stay execution of the arbitral award. Nevertheless, the court may order a stay of execution if the plaintiff requests same in his request and such request is based on valid reasons. The court shall rule on the request for a stay of execution within sixty days from the date of the first hearing scheduled to hear it. If it orders a stay of execution, it may order the presentation of a surety or money guarantee. Should the court order a stay of execution, it must rule on the motion for nullity within six months from the date such order was issued.

Article (58)

1. The application for the enforcement of an arbitral award shall not be accepted before the date prescribed for raising an action for its nullity has lapsed
2. Enforcement of the arbitral award pursuant to this law may not be ordered except after verifying that:
 - a) It is not contrary to a judgment previously issued by the Egyptian courts on the subject matter of the dispute
 - b) It does not contradict public policy in the Arab Republic of Egypt
 - c) It was properly notified to the party against whom it was rendered

3. Orders issued for the enforcement of arbitral awards may not be petitioned against. However, orders refusing execution may be petitioned against before the competent court pursuant to the provisions of Article (9) hereof within thirty days from the date of its issuance.