

International Arbitration

التحكيم الدولي

Latifa TALI *

Faculty of law University of Algiers 1, (Algeria)

Latifatali16@gmail.com

Received: 15/05 /2023

Accepted: 26/05 /2024

Published 16/06/2024

Abstract: This paper focuses on the option of resorting to international arbitration when faced with a dispute with a foreign party, often of a commercial nature.

Increased recourse to international commercial arbitration in modern times in order to be free from the constraints imposed by domestic legal systems, particularly in commercial disputes", which must be resolved as soon as possible in order for legal centres between disputes to settle in simplified proceedings, As a whole, they allow for the narrowest containment of the dispute in addition to the professional specialization of arbitrators international transactions, related technical matters, customs and customs and terms that need to be seen and how much they relate to the dispute, The extent to which it affects the rights of the disputors, namely, that they are strictly technical disciplines, Arbitrators are usually selected by knowing the parties to the dispute that they are trusted by adversaries who are satisfied with their final judgements to resolve the dispute.

Keywords : international arbitration, commercial disputes, arbitrators, litigants.

ملخص: تركز هذه الورقة البحثية على خيار اللجوء إلى التحكيم الدولي عند مواجهة نزاع يحدث مع طرف أجنبي، وكثيرًا ما يكون ذو طابع تجاري.

قلقد تزايد اللجوء إلى التحكيم التجاري الدولي في العصر الحديث، بهدف التحرر من القيود التي تفرضها النظم القانونية الداخلية، خاصة في المنازعات التجارية، تلك المنازعات التي يتعين الفصل فيها في أقصر وقت ممكن حتى تستقر المراكز القانونية بين المتنازعين بإجراءات مبسطة، تتيح في مجملها إحتواء النزاع في أضيق نطاق بالإضافة إلى التخصص المهني للمحكمين، خاصة في المعاملات الدولية، وما يرتبط بها من أمور فنية وعادات وأعراف، ومصطلحات تحتاج للوقوف على فحواها والكشف عن مقدار تعلقها بالنزاع، ومدى أثرها على حقوق المتنازعين، أي أنها تخصصات فنية دقيقة، حيث يتم اختيار المحكمين عادة بمعرفة أطراف النزاع بكونهم محل ثقة الخصوم الذين يرتضون بما ينتهون إليه من أحكام لحسم النزاع.

كلمات مفتاحية: التحكيم الدولي، المنازعات التجارية، المحكمين، الخصوم .

* Corresponding author

1- Introduction:

International arbitration is a private justice , aiming to resolve disputes at the international level that were submitted by the conflicting parties, and all this within the framework of respecting the principles of law, it is characterized by the mechanisms for resolving disputes , usually consensual which the arbitrator is appointed and accepted by both disputing parties.¹

This Arbitration is a special procedure which ends with a final and executive decision that defines the rights and obligations of the parties and in the event that one of the parties refuses to abide by the arbitration ruling: the second party can resort to public authority.²

Arbitration expresses the will of the parties to the dispute, and its success at the international level is due to the speed of procedures that distinguish it compared to the ordinary judiciary, in addition to being an expression of the balance between the private sector and the public sector that guarantees its effectiveness. The United Nations Committee on International Trade Law is considered an essential source of procedural rules that the disputing parties can agree upon for the proper conduct of the arbitration process within the framework of the commercial relations of these parties. International commercial arbitration is distinguished from national arbitration, due to the fact that national arbitration is subject to the rules of national legislation only.³

However, the international arbitration is an alternative system to the official judiciary, and it is a legal means of a special agreement to resolve disputes between the contracting parties.

Therefore, the following problem arises:

¹ Ghalib Ali Aldawi, Private International Law – Conflict of Laws - Conflicts of International Jurisdiction - Implementation of Foreign Judgments, "Comparative Study", First Edition, Culture Publishing and Distribution House, Amman, Jordan 491 pp. 9177

² Dispute Settlement, INTERNATIONAL COMMERCIAL ARBITRATION, 5.9 Electronic Arbitration, United Nations, 2003.

³- Salomé Garnier, Stephane de Navacelle, Julie Zorrilla, When arbitration and compliance meet up: analysis of their first interplay, international bar Association, the global voice of legal profession, Friday 4 March 2022. <https://www.ibanet.org/when-arbitration-and-compliance-meet-up>

Visited on 25/04/2023

- What is international arbitration used for to settle international disputes and what are the international arbitration rules?

- How are international arbitral decision enforced and what are the benefits of international arbitration over litigation?

This study will deal with the procedures for implementing the international arbitral in the Algerian region, and will also be discussing its executive power over the regional arbitration during its implementation phase in accordance with Algerian law and what was stated in the New York Convention on recognition and enforcement of foreign arbitral awards

This study will also focus on the extent of the authority of the national judge to monitor the international arbitration during his decision on the request of implementation.

2- Definition of international arbitration and its conditions

International arbitration is similar to litigation on local courts, but instead of being referred to a local court, it is held before special judges. It is known to be consensual, neutral, binding, publishing and with enforceable means of resolving international disputes, which is usually quickly and less expensive than the local court proceedings.⁴

Unlike local court rulings, international arbitral decisions may be applicable in almost all countries of the world, making international arbitration the leading mechanism in the resolution of international disputes.⁵

The use of international arbitration evolved to allow parties of different legal, linguistic and cultural backgrounds to resolve their disputes definitively, usually without the formalities of the procedural rules of their own legal systems.

⁴ - Introduction to International Arbitration, <https://www.ashurst.com/en/insights/quickguide-introduction-to-international-arbitration>

⁵ <https://www.international-arbitration-attorney.com/ar/what-is-international-arbitration/>
معلومات التحكيم الدولي

2.1 The definition of international arbitration:

International arbitration is often seen as a hybrid form of international dispute resolution, because it blends both elements of civil law and common law procedures, while allowing the parties for an opportunity to design the arbitration procedure under which their dispute will be resolved.

International arbitration can be used to resolve any dispute that is considered “arbitral,” a term which varies from country to another, but includes most commercial disputes.

Companies frequently include international arbitration agreements in their business contracts with other companies, so that if a dispute arises in relation to the agreement they are bound to arbitrate rather than pursue traditional litigation. Arbitration may also be used by two parties to resolve a dispute via what is known as a "submission agreement", which is simply an arbitration agreement signed after a dispute has already arisen.

There is no doubt that the aim of the parties while on the dispute is to implement the award of the arbitrator’s enforceable arbitral awards

The compulsory rulings of obligation are excluding other rules established, as they do not accept forced implementation, as they do not exist in them, the performance of the judgment obliges the debtor to implement it, just as it is not permissible to enforce the compulsory execution of the judgment with an executive document, as the professor Dr. Wajdi Ragheb regarding the judicial ruling : “The executive document cannot be valid, except when the will the form of an implementation is present , so the arbitrator does not arrange this effect for him except after extracting his executive form.” And the arbitral decision is different on the judicial ruling in this regard.

The granting of the executive form takes place according to a judicial ruling, as the party wishing to implement the arbitral decision

must in this case extent that a foreigner may file a lawsuit for the sake of his benefits in the executive formula.⁶

The system of filing a lawsuit, to implement the international arbitral in a country other than the one that issued it, means that the party is suing the person concerned which file a lawsuit before the national courts of the country to be executed in order to demand that the judgment that in his possession in the executive form, provided that the case is filed with the judiciary in accordance with the Law, with an official document called "Petition for the opening of the case". This petition is deposited with the court's secretariat by the plaintiff, his attorney, or his lawyer

The claim for granting the executive form is not a preliminary claim, rather, it is a case through which the judge examines the contract or the international document or judgment and the extent to which it meets the conditions specified in the law

French law has defined the international arbitration , in accordance with article 1492 of the French New Civil Code as " The arbitration relating to international trade interests"

While Its definition in accordance with Algerian law present in the text of article 458 bis goes as follow : " international arbitration is considered to be arbitration that occurs following disputes related to the international commercial interests in which at least one of the parties is located or domiciled abroad." ⁷

International commercial arbitration plays a prominent role as a mean of unifying the law of the traders' community at the international level as it refers more to the law and customs of the profession in the international trade than to an ambiguous notion of justice that makes it difficult for many arbitrators to control and define its meaning. It thus avoids international trade from being subject to some non-compliant rules of national law and avoids the doubts shown by some parties within such trade in national jurisdiction.

⁶ Zarqoun Noureddine, Lectures in international executive law, First Year Students Master, Special International Law, University of Kasedi Marbah Ourghla, University Year 2013/2014

⁷ Kamal Aliyush Qarboua , Investment Law in Algeria - University Publications Office, 1 edition, 1999, p. 192

The benefits of using such method to resolve the dispute rather than the Court's traditional litigation can be resumed in the following points:

-International arbitration can resolve disputes more quickly than traditional courts because there are a limited number of appeals from arbitral decisions.

-International arbitration can be less expensive than conventional litigation.

-International arbitration can provide better justice, because too many local courts are overloaded, which does not always allow judges enough time to make high-quality legal decisions.

- Clients can play an active role in selecting a specified industry arbitrator in international arbitration, rather than a regular non specialised like many local court.

- International arbitration is flexible, and the parties related to the dispute play an important role in choosing the most appropriate procedure for resolving their international dispute, deciding on the inclusion of procedures.

- International arbitration can be confidential, which is useful if the parties wish to continue their business relationship or avoid negative publicity.

-International arbitration is neutral. this is very important for cross-border transactions, because it avoids the possibility of a "home court" advantage for one party.

-In some countries, judges do not rule independently, in international arbitration the decision must be issued independently, and cannot be imposed.

International arbitration lawyers assist their clients in pursuing their claims by preparing arguments and proofs, most international arbitration lawyers have an understanding of foreign law, and work on the basis of many different foreign laws. Language skills are very important in international arbitration, as well as understanding important procedural differences with traditional lawsuits.⁸

⁸ <https://www.international-arbitration-attorney.com/ar/what-is-international-arbitrati>

2.2 Conditions of International arbitration:

These conditions refer to the clauses governing a particular legal relationship or, in other words, a clause of a particular contract, under which the parties to the original relationship agree before any dispute arises to resolve disputes that may arise between them by arbitration.

Each State is independent in determining the right of persons to apply for an international arbitration, whether in common law or private law, however, some countries prohibit persons of common law from concluding an arbitration agreement, the States or its affiliated institutions may not become a party to the arbitration agreement. at present, most States' legislation permits persons of the law and the State to conclude an arbitration agreement so that arbitration does not impair their jurisdiction.⁹

The arbitration agreement shall be concluded after the parties have agreed to conclude it after it is considered consensual contracts without wishing to form it in particular. most of the legislation of the written States shall require that it be concluded whether it is in the form of a separate agreement or in the original contract with the need to write the arbitration agreement.

As long as an international arbitration agreement is an international treaty, the conditions for its validity must be the same as the validity of international treaties in general, and the international arbitration agreement takes a number of forms, including:

a - Eligibility:

An international treaty is not valid if each party does not have the capacity to conclude it, which entitles it to have a full international legal personality.

b - Satisfaction:

The validity of an international arbitration agreement requires that the consent of the parties shall be valid, without any disadvantage of will

⁹ <https://www.egyarbitration.com> التحكيم الدولي

at the time of the conclusion of the international arbitration agreement, thereby nullifying and non-binding its proceedings and arbitration judgement on its execution.

Since an international arbitration agreement is an international treaty, the rules provided for in the 1962 Vienna Convention on the Law of Treaties on Defects of Consent (Error / Fraud / Acquiescence / Corrupted State's Representative) applies to it according to the acts 48 -50- 51-52 from the law mentioned above

c- Legality of the topic of an international treaty

In order for an international arbitration agreement to be legitimate, it needs to:

- Not contrary to an obligating norm of international law characterized as mandatory, such as non-interference in States' internal affairs and the principle of equality of States;
- Not against any rule of international morality recognized in international relations.
- Not contrary to previous international legal obligations signed by the parties to the international arbitration agreement with respect to other similar entities .¹⁰

Therefore, we can understand that the notion of international public order aims for the normative or regular rules, which are regarded as limitations. the reality of the international community that impose itself on the protection of human rights.

However, if an international commercial arbitration order is concerned, the application of the notion of international public order can be seen as a notion that carries two important connotations or as Doctor Abu Zeid Radwan called it as “a wayward argument that can always be waved in the face of Implementation of some decisions, particularly with

¹⁰ Samia Yettoudji , Master 1 International Law, International Arbitration Scale, Mohammed Khaidar University - Faculty of Law and Political Science Biskra , University Year 2020/2021

regard to the proper conduct of the dispute and respect for the rights and safeguards of the dispute¹¹

Thus, it is the responsibility of the arbitrator to take into account two important matters:

-First, it must take into account the integrity of the arbitral procedure and the integrity of the defence in accordance with the law governing the proceedings since the law was of the will of the litigants, a body, a centre or the law of the arbitration place.

-Second, the arbitrator must always bear in mind the observance of the rules relating to the public order of the State, which the decision shall be executed on its territory.

If one of these two considerations is ignored, as a result, the arbitral award may be subject to a failure to recognize it and not to implement it as mentioned in the article V (d) of the 1958 New York Convention on Recognition and Enforcement stipulates.¹²

3- Mechanisms of the execution of international arbitration

following our study, the question of the determination of the law or rules governing the actual subject of the dispute is one of the vital issues facing the judge when seeking to find a legal provision between the parties to the dispute.

This is one of the most important issues that face the arbitrators and the reality of what the judgment faces. If it does so, it is mainly the technique of seeking law or the rules governing the subject of the dispute itself.

3-1 – Arbitration under the choice of the parties and the rule of will

The professional duty faced by the arbitrator in international disputes concerning the choice of the law governing the subject of the dispute is to seek this law through the expressed will of the adversaries or

¹¹ Abu Zeid Radwan, Public Foundations in Commercial Arbitration, dar al-fikr al-arabi, edition 1, 1998, p.70;

¹² UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW. Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958).

through the tacit will, In the absence of such choice, the provision in the dispute shall be in accordance with the rules of conflict of laws and finally the search for a solution to the dispute as required by the rules of international laws.

- Arbitration following the choice of the parties

The fact that arbitration is subject to the principles of the law of will is a well-recognized rule of jurisprudence and a judgement in the comparative law of various States, namely the freedom of the parties to choose the law applicable to the subject.

Following what has been mentioned, the parties to the dispute in international contracts have the right to designate or determine the law governing the contract in question, knowing that their choice does not contradict the rules mentioned in the Legal systems, which guarantees the same freedom as the parties regarding the choice of law for the conduct of arbitration proceedings, and that they have the same freedom to choose the law governing the conflict.

The dispute and the choice of this law shall exclude any acquiescence, and shall be made through one of the terms of the contract in the dispute or by virtue of the determination that the litigants chooses under the law ruling their dispute, it is an application of the principles recognized by most of comparative legislation when presenting its implementation of conflict-of-laws rules in international relationships.¹³

- The principle of the rule of will

The majority of laws tend to focus on the principle of the rule of will in choosing the law governing the subject of the disputes, all international conventions on international commercial arbitration recognizes this principle, including the 1961 Geneva Convention on International Commercial Arbitration, article VII, paragraph 1, of which states: "The parties are free to determine which law to apply to arbitrators on the subject of the dispute".

¹³ - Dr. Mounir Abdelmadjid - Legal accession to international and internal arbitration. Manchaât al-maârif. 1997 p. 8

It also recognizes the free choice of litigants in accordance with the principle of their will to a law governing all international regulations, including the Rules of Arbitration of the International Chamber of Commerce of Paris, article 13, paragraph 3, of which stipulates that "The parties are fully free to determine the law to be applied by the arbitrator to the subject matter of "¹⁴

In the absence of the litigants' choice of a particular national law to rule on the subject of the dispute in order to be submitted to arbitration, the law of presumed will, will automatically take place and be applied.

If the parties do not appoint the litigation to the international arbitration court under a precise law governing the subject of their litigation, which shall be either an explicit response declared or by presumed or implied will by means of general or private indicators,

In this case, it is the international arbitrator's responsibility to deal with this matter by indicating which law can be chosen appropriately to the matter in question under the principles of conflicts of law , knowing that this is different for an international arbitrator than for a national judge , as no local law has jurisdiction, and no local decision is made on behalf of a State and no one is subject to the sovereignty of any State and if it even if one of its nationals is a party to the dispute which is submitted to me for arbitration.

Therefore, the arbitrator should be guided by the law that is most appropriate for the parties of the adversary while abiding by the freedom granted to them under the rules of state law and that is what we can resume in two points:

A- Arbitrator's freedom to choose a law governing the subject matter of the dispute:

In can that the parties' express or implied will to choose the law governing the subject of the dispute is absent, the international arbitrator must find the law governing the dispute without adhering to any particular national law.

¹⁴ .Mounir Abdul Majid, op.cit, p. 242

This is precisely why the power of the international arbitrator is not a weighting power of one of the national laws, the reason why they turn to the international arbitrator's application of the rules of conflict of laws.

The Model Law on International Commercial Arbitration, the International Chamber of Commerce System and the 1960 Geneva Convention consider it necessary for the international arbitrator to act under the basics of conflict rules.¹⁵

While the other opinion of the jurisprudence is that the international arbitrator cannot apply conflict-of-laws rules, it is not the international arbitrator who is competent in relation to conflict-of-laws rules and its national law that authorizes the rules of attribution of more appropriate law.

However, it keeps the forms in place and it is, what law is most appropriate and appropriate for the opposing parties that the international arbitrator has to choose under the conflict-of-laws approach and that is what we have to answer in.

B- The most appropriate and appropriate law for the subject matter of the dispute:

The international arbitrator's express recognition of full freedom to choose the law governing the subject matter of the dispute in the absence of an express or implied choice is recognized to the extent that it is stipulated in most of international conventions, special regulations and even national laws.

But this freedom, although expanding, stands at the limits of the topical choice or what is known as the most appropriate law to arbitrate the subject matter of the dispute in question

Beside that, the arbitrator's freedom to determine the law to be applied to the topic is a key factor in resorting to the notion of common and general principles of law away from national legislation, that, in some cases, obstruct international trade and interests .

¹⁵Mounir Abdelmadjid - Legal accession to international and internal arbitration. Manchaât al-maârif . 1997 p.278

As arbitration is characterized by subjective characteristics and flexibility in the resolution of the dispute and its extension to the resolution of it in compromise ways that respond to the interests of the disputing parties, the Commissioner is often authorized to reconcile on both sides and is called "the arbitration of justice".

3-2 Executive system of international arbitration

In order to execute a foreign arbitration judgement, the party concerned must bring a lawsuit document before the national courts of the State which the conflict occur in order to require the application of the provision to which the order is applied.

Once in possession of the executive document, the case shall be submitted to the judiciary with a formal document called "the petition for the case opening", which shall be deposited within the court's secretariat from the applicant's party, agent, or lawyer

In order for the international arbitral decision to be executed, the applicant for the enforcement of the arbitral decision must first deposit the origin document of the arbitration judgement, annexed to the arbitration agreement¹⁶, or copies of which meet the requirements of validity, in addition to providing an official translation of both documents in.¹⁷

Without such a deposit, the order of execution cannot be issued, and the judge cannot observe this judgment and thus the judge cannot order its execution.

The claim for granting the executive form is not an action initiated, but a claim whereby the judge examines the contract or foreign judgement and its availability on the conditions specified in the law.

Since the enforcement order is one of the judge's adjudicative powers, and it is well known that the judge has several judicial powers, such as sentencing, the question arises as to the nature of the order, whether it falls within the jurisdiction of the judge or the court, and how

¹⁶ - Article 1052 of the Code of Civil and Administrative Procedure stipulates that: "The arbitration judgement take place by submitting the original document in conjunction with the arbitration agreement or by its copies that should meet the requirements validity.

¹⁷ Article 8 of the Code of Civil and Administrative Procedure, also Article 4, paragraph 2, of the New York Convention on Recognition and Enforcement of Foreign Arbitration Provisions

authoritative is this for other States, this need to go in concordance with both , nature of the execution order itself and the authority to order the execution.¹⁸

If the arbitral proceedings are governed by the law chosen by the parties, the enforcement proceedings of the arbitral decision are subject to the Judge's Law, which is well known in its jurisprudence.

This is what the Algerian legislature stipulates in article 14 bis of the Algerian Civil Code " Law of the State, is executed to rules of jurisdiction and procedure, in which proceedings are instituted or proceedings are initiated ".

In Algeria, the implementation of the international arbitration judgement is governed by the rules of civil and administrative procedure, taking into account the New York Convention.

The importance of placing the arbitral award at the disposal of the judiciary of the requested State is to enable the litigants to have access to it, as well as to enable the judge to monitor it, thereby implementing it through the public authority, and to remove the arbitrators' hands in practice from the dispute before them¹⁹

The judge may refuse to enforce the foreign arbitration decision, and when the judge orders that the application to be rejected, the applicant may appealed against this decision, as stipulated by the Algerian legislature in article 1055 of the Code of Civil and Administrative Procedures : "The order refusing to confess or refusing to execute shall be subject to appeal", but the legislature has not provided for the cases in which this decision, which is binding on refusing to execute, may be appealed.

And since the principle and origin is the acceptance of the execution of the arbitral award, any order that may be made is contrary to this is subject to appeal, and therefore the aforementioned article

¹⁸ Ahmad Hindi, arbitration - procedural study in light of arbitration law and laws of Arab and foreign states,

New Arab University House, Alexandria, p112, p107

¹⁹ Abdelnur Ahmed, Problematics with the Implementation of Foreign Provisions, Comparative Study, Memorandum of Master's Degree in Private International Law, Abubakar Belkaid University, Tlemsan, Algeria, Year 2009 / 2010 . p424

conferred on the applicant to appeal against the judicial order rejecting his application.²⁰

Compulsory enforcement of an international arbitral decision, is the means by which the arbitral decision was rendered to its author, in case that one of the parties refuses to carry out amicable execution the decision of enforcement, which is the party with the right has claimed, the other party is resorted to submits an application for the execution order, which the judge deciding on the matter cannot grant to him until the judgement is examined and monitored in addition to revise the procedures followed, and to ascertain whether or not the conditions for admissibility of the execution order are met, the judge shall issue his decision either to accept or reject the application, by way of a petition order that the decision issued by him is at the matter of the orders concerned.

Petitions which are subject to appeal in accordance with the national legislation of the State of enforcement mentioned in the Algerian legislature distinguish between Algeria's international arbitration judgement and that of international arbitration outside Algeria.

4-Conclusion:

Implementation of an arbitral decision is an important arbitral proceeding, with the stage of execution of an international arbitral award being the step determining the effectiveness of arbitration as an amicable method of dispute resolution, often, the international arbitration judgement is implemented voluntarily in accordance with the principle of the authority of will that prevails in the arbitration system, but in some cases , the convicted does not comply voluntarily with the arbitral decision .

In this event, the party that requested the arbitration may request the national jurisdiction of the executing State to obtain the execution order for the granting executive order which upgrade the status of the judgement and enhance the possibility of its implementation.

Recourse to arbitration has not only become a necessity but an

²⁰ Salim Bashir, Arbitration and Judicial Supervision, thesis for a doctorate's degree in legal sciences, private law, Faculty of Law, University of El hadj lakhdar Batna , 2010-2011

urgent imperative to be ratified in order to unify The rules of private international law.

As a summary of this study, we can also see that the relationship between arbitration and the judiciary is complementary, and the systems and mechanism applied to it are made in order to arrive at the proper execution of the arbitration judgement and to protect it and also to protect public order in the State of enforcement and not to limit the will of the parties who were the originators of the arbitration.

5-References:

Books:

- Ghalib Ali Aldawi, Private International Law – Conflict of Laws
- Conflicts of International Jurisdiction - Implementation of Foreign Judgments, "Comparative Study", First Edition, Culture Publishing and Distribution House, Amman, Jordan
- Kamal, Aliyush Qarboua , Investment Law in Algeria - University Publications Office, 1 edition, 1999
- Abu Zeid Radwan, Public Foundations in Commercial Arbitration, dar al-fikr al-arabi, edition 1, 1998
- Mounir Abdelmadjid - Legal accession to international and internal arbitration. Manchaât al-maârif . 1997
- Ahmad Hindi, arbitration - procedural study in light of arbitration law and laws of Arab and foreign states, New Arab University House, Alexandria 1999

Articles:

- Zarqoun Noureddine, Lectures in international executive law , First Year Students Master, Special International Law, University of Kasedi Marbah Ourghla, University Year 2013/2014
- Samia Yettoudji , Master 1 International Law, International Arbitration Scale, Mohammed Khaidar University - Faculty of Law and Political Science Biskra , University Year 2020/2021
- Abdelnur Ahmed, Problematics with the Implementation of Foreign Provisions, Comparative Study, Memorandum of Master's Degree in Private International Law, Abubakar Belkaid University, Tlemsan, Algeria, Year 2009 / 2010 .

- Salim Bashir, Arbitration and Judicial Supervision, thesis for a doctorate's degree in legal sciences, private law, Faculty of Law, University of El hadj lakhdar Batna , 2010-2011

Websites :

- Egyptian official arbitration website :
<https://www.egyarbitration.com/blog/arbitration-category/the-most-important-conditions-for-recourse-to-international-arbitration/>
- Private office for international arbitration :
<https://www.international-arbitration-attorney.com/ar/what-is-international-arbitration/>